

Memorandum of Agreement

Covid Vaccinations Series

This memorandum of agreement is entered into this 17th day of August, 2021, by the University of Massachusetts Boston (University) and the Faculty Staff Union/MTA as it covers Boston bargaining unit members, known collectively as the parties, as follows:

WHEREAS, The University and Union are faced with an unprecedented public health and safety emergency; and

WHEREAS, The parties are desirous of reaching an agreement that will address working conditions including employee health and safety concerns

WHEREAS, The parties have mutually committed to continue to support each other, maintain a collaborative relationship, and meet the needs of the campus community in the least disruptive manner possible;

1. The parties agree to continue the terms of the parties' 2017-2020 collective bargaining agreement related to health and safety, to the extent that they are not modified by this agreement. The parties agree to continue regular joint labor-management discussions through the fall term as health and safety issues arise.
2. Bargaining unit members, except those with a religious or medical exemption as clarified below, working on campus in any capacity are required to receive a dose of COVID-19 vaccine within two weeks of the signing of this agreement and a second dose, if required as part of the vaccine regimen they choose, within six weeks of the signing of this agreement. Bargaining unit members not reporting to campus on or before September 1, 2021 due to authorized leave shall be required to be vaccinated prior to return to campus. Bargaining unit members who are not fully vaccinated (two weeks have passed since their final dose) are required to wear masks while indoors on campus even if the University in future relaxes the current universal requirement for face coverings indoors for fully vaccinated community members. Masks currently are not required outdoors unless social distancing cannot be maintained. If UMass Boston seeks to implement any new vaccine recommendations, including boosters, they will engage in bargaining with the FSU.
3. Bargaining unit members must provide satisfactory proof of vaccination to the University through the Service Now COVID portal or in person to the office of University Health Services. If state or federal vaccination requirements change in a manner more stringent than what is outlined in this agreement, the parties will engage in impact bargaining prior to implementation of any such requirements.
4. Any requests for religious exemptions to the vaccination requirement shall be made in writing to the Office of Civil Rights and Title IX. Medical exemptions will follow the university process for ADA requests. For the Fall 2021 semester only, medical exemptions for bargaining unit members who have a household member with a qualifying immunocompromising medical condition may avail themselves of the university process for medical exemption requests. The University reserves the right to request appropriate documentation to support such requests.

5. Bargaining unit members exempted from the vaccination requirement pursuant to Paragraph 4 shall be subject to certain required safety protocols including wearing masks and mandatory COVID surveillance testing, at UHS, at the university's discretion. The results of COVID tests will be maintained by UHS and only shared on a need to know basis. Supervisors may be made aware that an individual is exempt from the vaccination requirement (but not told why the exemption is in place) in order to enforce any mask requirements that may be in effect. On demand surveillance testing will be made available to bargaining unit members pursuant to the recommendations of the Center for Disease Control (CDC) or the Massachusetts Department of Public Health (MA DPH). COVID tests performed at the University (symptomatic and asymptomatic) will be billed to the appropriate insurance carrier with no out-of-pocket cost to the employee. The parties recognize that test results are confidential, private, and shared on a need to know basis to support the health and safety of the university community. Testing information will be shared with Human Resources and employee supervisors on a need to know basis in order to ensure compliance with surveillance testing requirements.

6. Bargaining unit members who refuse vaccination without an exemption as listed in paragraph 4 above are not permitted to work on campus. No later than two weeks following the effective date of the agreement, those bargaining unit members who refuse vaccination may elect to be laid off from their position with a ninety (90) day notice period or its equivalent; this notice period will begin to run as of the date that this agreement is fully executed. The parties agree that such a layoff is without recourse to the grievance procedure in the parties' Collective Bargaining Agreement and does not include bumping, recall or severance rights. Those bargaining unit members who do not elect a layoff will be placed on unpaid leave for not longer than six (6) months from the date this agreement is executed. Those employees may use accrued vacation time to cover their leave.

7. In consideration for the actions listed in paragraphs 2 and 3, and for calendar year 2021 only, the University will consider the days of December 27 and 28, 2021 as additional Campus Closure days. Bargaining unit members who perform duties on those days shall be compensated as they would be for the days of December 29 and 30, 2021.

8. This agreement shall constitute full agreement by the parties and shall only be modified by subsequent agreement in writing.

FOR FSU/MTA

Steve Striffler

President

FOR THE UNIVERSITY OF MASSACHUSETTS-Boston

[Signature] 8/19/21

Senior Director of Labor Relations