

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Board of Higher Education on behalf of the Massachusetts Community Colleges (the Community Colleges) and the American Federation of State and County and Municipal Employees, Council 93, Local 1067 (the Union) (collectively, the Parties).

WHEREAS, the Parties agree that widespread vaccination against COVID-19 on the Community College campuses would ensure the safest possible working and learning environment for all employees and students; the importance of fully vaccinating the population against COVID-19 cannot be overstated, and

WHEREAS, the Parties recognize the increased access and availability of vaccines in the Commonwealth, the Food & Drug Administration's full and pending approval of available vaccines, and that COVID-19 vaccines are now readily available at no cost to all, and

WHEREAS, the Parties agree that this mandate is solely related to the COVID-19 pandemic and does not set precedent.

NOW THEREFORE, for the mutual promises and considerations contained herein, the Parties agree as follows:

1. The Union's unit members are required to be fully vaccinated as defined by the Centers for Disease Control (CDC), which is currently receiving a dose of a one dose FDA approved or emergency use authorized COVID-19 vaccine or 2 doses of a two dose FDA approved or emergency use authorized COVID-19 vaccine no later than 2 weeks) prior to January 3, 2022. In the event of a change in the definition of full vaccination status by the CDC, the parties shall schedule a meeting to bargain the impact of this change in definition. Unit members may use the paid COVID leave provisions, to the extent available, to take time to become vaccinated as well as to recover from any side effects in addition to currently available contractual leave.
2. Unit members will be required to provide verification through written proof of an official record of full vaccination status consistent with the Community Colleges policy and this Memorandum of Agreement.
3. Unit members who submit verification of full vaccination status by January 3, 2022 in compliance with the Policy shall be credited with one compensatory day to be used within sixty (60) days after January 3, 2022. If the compensatory day is not used, it shall be forfeited. There shall be no cash payout of the compensatory day for any purpose.
4. Unit members may request a reasonable accommodation from this vaccination requirement for reasons, including medical and sincerely held religious beliefs, by completing the designated Employee Reasonable Accommodation Request Form and providing supporting information to

the employing college's Human Resources Office through the designated electronic platform or by delivery to the office designated by each College. Requests for reasonable accommodations, including requests to be exempt from the vaccine requirement for medical or religious reasons, will be considered consistent with applicable laws, Equal Employment Opportunity Commission (EEOC)/Massachusetts Commission Against Discrimination (MCAD) guidance, and the Board of Higher Education Policy on Affirmative Action, Equal Opportunity and Diversity for the Massachusetts Community Colleges. The College will engage in an interactive process to determine if the Employee is eligible for a reasonable accommodation and, if so, whether the requested accommodation is reasonable and does not create an undue hardship for the College and/or does not pose a direct threat to the health or safety of the Employee or others in the learning and working environment.

5. Unit members who refuse vaccination without an approved reasonable accommodation and unit members with an approved reasonable accommodation who refuse to abide by the terms of the approved reasonable accommodations, including additional health and safety protocols contained therein, are not permitted to work or be on campus and will be considered in violation of this policy.
6. Any disciplinary action imposed upon a unit member for violation of this memorandum shall be subject to Article 28 of the Parties' collective bargaining agreement.
7. If the Employee decides not to comply with the COVID-19 verification requirement, the Employee may submit a letter of resignation by January 3, 2022 with an end of employment effective date up to, and including, February 3, 2022. The employing College will accept the Employee's resignation and allow the Employee to utilize any accrued personal, vacation and/or compensatory time beginning January 3, 2022 through February 3, 2022 upon request. Such employees shall not anticipate receiving unemployment compensation.
8. The Parties acknowledge that current guidance from Massachusetts Department of Unemployment Assistance states with respect to employees who resign or are terminated for failing to become fully vaccinated pursuant to this Agreement is as follows:


My employer has a policy that requires employees to receive the COVID-19 vaccine as a condition of employment. Will I be eligible to collect unemployment benefits if I resign due to the policy or if I get terminated for not complying with it?

Although the Department of Unemployment Assistance decides all unemployment claims on a case-by-case basis, as a general matter, employees who are separated from employment for failing or refusing to comply with an employer's requirement that employees maintain COVID-19 vaccination will not be eligible to collect unemployment benefits.

9. On or after July 1, 2022, the parties shall meet at the request of the Union to review the status of this Agreement.

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

FOR BOARD OF HIGHER EDUCATION

By: 
Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: November 3, 2021

FOR AFSCME Council 93, Local 1067

By: **Kimberly Sylvia**
Name: Kimberly Sylvia
Title: Coordinator of Higher Education
Date: November 3, 2021

By: **Thomasine Corbett**
Name: Thomasine Corbett
Title: President, Local 1067 Date:
November 3, 2021

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