

Memorandum of Agreement

Covid Vaccinations Series

8/5/2021

This memorandum of agreement is entered into this _____ day of July, 2021, by the University of Massachusetts Amherst (University) and the Professional Staff Union/MTA Units A and B as it covers Amherst bargaining unit members and the University Staff Association, 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 proactively address working conditions, including employee health and safety concerns, as the campus returns to full student capacity in Fall 2021; and

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 formal joint labor-management discussions through the academic year as health and safety issues arise to mutually address matters including, but not limited to, vaccinations and related exemptions, covid-19-related issues, availability, mandates, and accessibility of testing, masks and other PPE, information and monitoring of community outbreaks and campus health statistics, and access to information about facilities and HVAC systems, and ongoing air quality monitoring
2. Employees who are not already vaccinated, are required to receive a dose of COVID-19 vaccine by August 16, 2021 and a second dose, if required as part of the vaccine regimen they choose, by September 16, 2021. Employees may be vaccinated at the site of their choice, but the University shall continue to make vaccines available to employees on the Amherst campus during this period. Employees who are not fully vaccinated (two weeks have passed since their final dose) are required to wear masks and take other safety precautions while in any university operated facility until they are two weeks past their final dose. If a booster dose is recommended by the Center for Disease Control (CDC) or the Massachusetts Department of Public Health (MA DPH) prior to June 30, 2022, the parties shall engage around the details of implementation to ensure employees comply with the recommendations.
3. The parties agree that the university will track and maintain each employee's vaccination status in a confidential manner, including by downloading the status of active employees on the MA DPH database. Employees whose vaccination status is not available on the MA DPH database, including those employees vaccinated out of state, shall provide proof of vaccination status. The parties recognize that vaccination information is confidential, private, and shared on a need-to-know basis according to relevant public health protocols. If state or federal vaccination requirements change in a manner more stringent than what is outlined in this agreement, the parties agree to engage around the details of implementation with the understanding that new requirements will supersede requirements in this agreement.

4. Any requests for religious and medical exemptions to the vaccination requirement shall be made in writing using a form and process on the university website that includes uploading appropriate documentation to support such request (like certification from an appropriate medical professional that the employee should not be vaccinated). Upon receipt of medical certification or appropriate religious certification, exemption status and the certification shall be maintained by the human resources division. Absent a release by the employee, only the designated central human resources office personnel and the employee shall have access to exemption forms. Supervisors will be informed if their employee is exempt from vaccination but not the reason for the exemption. Medical accommodations related to exemptions will follow the university process for ADA requests. The University reserves the right to request appropriate documentation to support such requests. Neither exemption shall guarantee a remote work option, but flexible work arrangements shall not be unreasonably denied.

5. Employees exempted from the vaccination requirement pursuant to Paragraph 4 shall be required to wear masks and otherwise be subject to mandatory testing as recommended by public health officials, and the results of these 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, testing, and distancing requirements that may be in effect. Asymptomatic surveillance testing will be made available to employees as recommended by public health officials. 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 testing information and test results are confidential, private, and shared on a need-to-know basis according to relevant public health protocols.

6. Unvaccinated employees, who do not have an exemption or are not awaiting approval for an exemption as listed in paragraph 4, shall be placed on unpaid leave and not permitted to work until they are fully vaccinated. Those employees may use compensatory time, personal time, and accrued vacation, in that order. Employees may be placed on unpaid leave for a period of no longer than one (1) year.

7. Safety and health considerations of employees are a priority of the University and Union. The University will provide, when appropriate, PPE and safety equipment for employees and shall train employees in the use of such equipment as well as safety and health protocols. Employees are likewise required to follow all University mandated safety protocols, including protocols for cleaning and disinfecting, wearing of masks and social distancing. Employees who refuse to follow safety protocols, including but not limited to wearing masks (except where unsafe due to a documented medical condition or disability) and social distancing as possible and appropriate, may be subject to discipline pursuant to the collective bargaining agreement.

8. The University will consider the days of December 27 and 28, 2021 as additional Campus Closure days. Employees who perform duties on those days shall be compensated as they would be for the days of December 29 and 30, 2021.

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

FOR PSU/MTA Amherst

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Brad Turner

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Andrew Gorry

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Co-Chair/Grievance Officer

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

DocuSigned by:
Brian Harrington

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Director of Labor Relations

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Kevin Kerwood

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Deputy Chief Human Resources Officer