

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the University of Massachusetts Dartmouth (University) and Educational Services Unit (ESU), American Federation of Teachers, Local 1895, AFL-CIO Faculty Federation.

WHEREAS, the Parties recognize that the COVID-19 vaccines are now available at no cost to all US residents and provide significant protections against serious illness;

WHEREAS, the Parties agree that preventing the transmission of COVID-19 on the Dartmouth campus would ensure the safest possible working and learning environment for all University employees and students;

WHEREAS, the Parties wish to agree that the actions taken in response to the COVID-19 pandemic shall be considered *in extremis* and not precedent setting;

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

1. All university employees are required to receive a dose of a COVID-19 vaccine and a second dose, if required, as part of the vaccine regimen they choose, within 5 weeks of the date of ratification of this MOA. Employees who are not fully vaccinated (i.e., two weeks have passed since their final dose) shall be required to wear masks while on campus on or after September 1, 2021.

If a booster dose is recommended by the Centers for Disease Control (CDC) or the Massachusetts Department of Public Health (MA-DPH), employees shall comply with the recommendation. Medical and religious exemption requests will be reviewed, as per Paragraph 4.

2. Employees shall attest to having received all required doses of an FDA-authorized (and/or emergency-authorized) COVID-19 vaccine using a form that shall be provided by the Office of Human Resources and shall upload their vaccination certification information to the University's Health Services portal. The University may also download the vaccination status of employees from the Massachusetts Department of Public Health or other databases.
3. Employees who receive the COVID-19 vaccine shall be entitled to draw 4 hours (for the single-dose and 4 hours each for the two-dose vaccines) from the Campus Sick Leave Bank in order to be inoculated with any of the FDA-authorized (or emergency-authorized) COVID-19 vaccines. In addition, any employee shall be eligible to be reimbursed from the Campus Sick Leave Bank for one (1) additional day, should they experience any side effects from the vaccine during the calendar week following the administration of the vaccine.

To request reimbursement for time used to get the vaccine, the member shall present a copy of their COVID-19 Vaccination Record Card, indicating the date on which they

completed their scheduled vaccination set, along with a completed Campus Sick Leave Bank reimbursement form, to the Office of Human Resources.

The reimbursement of sick leave for the purposes of receiving a COVID-19 vaccine shall be made available to all employees of the University, including those who are not members of the COVID campus sick leave bank.

4. Any requests for religious or medical exemptions to the vaccination requirement shall be made using the Attestation Form referenced in Paragraph 2. Medical exemptions will follow the University's process for ADA requests. The University reserves the right to request appropriate documentation to support such requests. Employees exempted from the vaccination requirement pursuant to Paragraph 1 shall be subject to requirements related to wearing masks and shall also be subject to mandatory weekly testing in a manner determined by the University, in consultation with the Unions.
5. Employees agree that they shall participate, if requested to do so, in random surveillance COVID-19 testing. Testing shall occur during the workday and employees will not use their accrued time.
6. Employees required to have weekly testing agree to provide the results of each test to the Office of Human Resources on a weekly basis. The parties recognize that testing information and test results are confidential, private, and shared only on a need-to-know basis according to relevant public health protocols. The results of these tests shall be maintained by the Office of Human Resources. Supervisors shall 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. Any employee in violation of their personal mask requirement should be directed to the Office of Human Resources.
7. Employees who do not present a negative COVID-19 test result on a weekly basis shall not be permitted to work on campus until a negative test result is obtained. In such cases, the employee shall be required to use accrued vacation or personal time or take an unpaid leave of absence until permitted to work on campus.
8. Employees who refuse vaccination without an exemption as listed in Paragraph 3 above, shall not be permitted to work at the University. These employees shall be eligible to use accrued vacation, personal or a maximum of five (5) compensatory/ (DLE) days; sick time may not be used or shall be placed on indefinite involuntary leave of absence. Employees placed on indefinite involuntary leave of absence shall:
 - a. Retain seniority for all contractual purposes.
 - b. Retain Group Health Insurance (GIC) coverage; *provided* that the staff member will remain responsible for the employee-share of the monthly premiums. The GIC will direct-bill the staff member. Note that direct-bill employee contributions cannot be pre-tax.

- c. Retain dental benefits provided pursuant to any health and welfare trust; *provided* that the staff member will remain responsible for the employee-share of any monthly premiums. The staff member will be responsible to arrange with the appropriate provider to make any employee contribution. Note that direct-bill employee contributions cannot be pre-tax.
 - d. Have the option to pre-pay, contribute through direct bill, or temporarily cease payments to their Flexible Spending Accounts. Note that direct-bill employee contributions cannot be pre-tax.
 - e. The University will not contest any application for unemployment benefits.
9. After six (6) months, employees who refuse vaccination without an exemption as listed in Paragraph 3 above, shall be placed in an unassigned position, meaning that, while they remain employees of the University on a leave of absence, the University can fill their position. When/if the employee is ready to return (they have complied with the vaccination requirement or the Parties determine, based on new public health information, that vaccination is no longer required), they will be placed on a preferential hiring list, meaning that they will be hired into the first position for which they apply and for which they are qualified. Any such employee will not continue to amass seniority, earn credible service toward retirement (for any time that is unpaid), or be guaranteed GIC coverage or dental benefits.
10. The University shall be permitted to contract out any work that would normally be done by employees who are placed on involuntary leave of absence pursuant to Paragraphs 7 and 9 of this agreement. Any such contracts shall be ended when the employee returns to the University or September 1, 2022, whichever comes first. Additionally, the University agrees to consultation with union leadership prior to contracting out any work.
11. In consideration for the actions listed in Paragraphs 1, 2, 3 and 4, the University shall have limited operations on November 26, 2021 and between December 24, 2021 and January 1, 2022. Employees shall be paid in full for this period; those employees who are not required to perform duties on those days shall be required to use three (3) accrued vacation or personal days.

For any employee required to work during these periods of limited operation, any such employee shall be permitted to take two (2) days off with pay at a time agreed to by the supervisor, but prior to June 30, 2022.
12. The University shall provide appropriate masks in an appropriate time frame and/or other PPE to employees who request it for themselves.
13. The parties agree to meet and confer on potential changes to this agreement by January 15, 2022, in the event that government guidelines change.

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

**University of Massachusetts Dartmouth
Employee COVID-19 Vaccination Attestation**

Pursuant to the Memorandum of Agreement dated _____ and in accordance with a directive issued by the Chancellor, all employees at the University of Massachusetts Dartmouth must complete this form.

- I have been vaccinated against COVID-19
- I have uploaded my vaccination certificate to the Health Services Portal
- My vaccination certificate is attached

OR

I am seeking an exemption for the following reason(s):

Medical

- I have uploaded a letter from a healthcare provider to the Health Services Portal to support my requested exemption
- I have attached a letter from a healthcare provider to support my requested exemption

Religious

- I have uploaded a statement of my religious beliefs or practices and how they are inconsistent with a COVID-19 vaccination to the Health Services Portal to support my requested exemption
- I have attached a statement of my religious beliefs or practices and how they are inconsistent with a COVID-19 vaccination to support my requested exemption

I understand that if the University grants me an exemption, I will be required to wear a face covering in all indoor public spaces, including classrooms, and be tested each week—submitting my test results to the Office of Human Resources.

A free Regional Express COVID-19 Testing Site is available at:

1569 Airport Road
New Bedford, MA

NOTE: Entrance is off of Downey Street only

Additional testing sites can be found using the Commonwealth's Department of Public Health website: <https://www.mass.gov/info-details/find-a-covid-19-test>

I further understand that failing to comply with the vaccination requirement or, if exempted, submit a weekly COVID-19 test, may result in my being placed on indefinite involuntary leave of absence.

Name (print) _____

Signature: _____

Signed by:

DocuSigned by:
Thomas Wallace 8/26/2021
9016C305E13D4AA...

For the University

DocuSigned by:
Kerry Griffin 8/26/2021
8A9C3DAD8F0C412...

For ESU