

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 Massachusetts Community College Council/MTA/NEA (the Association) (collectively, the Parties).

WHEREAS, the Parties agree that the COVID-19 Vaccine Policy of the Massachusetts Community College System for Employees 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 Association'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 statutory COVID -19 Emergency Paid Sick Leave provisions, to the extent available, to take time to become vaccinated as well as to recover from any side effects. Unit members may also use currently available contractual leave contained in applicable DAY or DCE contract. For DAY unit members this may including DAY contract Article 9.01 E. 2. Note both DAY and DCE unit members may utilize contractual sick leave, if needed for vaccination purposes including recovery from any side effects.
2. Unit members will be required to provide verification through written proof of an official record of full vaccination status consistent with the COVID-19 Vaccine Policy of the Massachusetts Community College System for Employees (Employee Vaccination Policy) and this Memorandum of Agreement.
 - a. Following the January 3, 2022 verification deadline, each College shall notify the local MCCC Chapter President of any unit members not in compliance so that the Association may seek to assist such unit members to reach compliance.
 - b. If a College has a list of unit members not yet in compliance available at the end of the fall 2021 semester, the College shall notify the local MCCC Chapter President of any Unit members not yet in compliance so that the Association may seek to assist such unit members to reach compliance in advance of the January 3, 2022 deadline.
 - c. If a DCE unit member is not tentatively assigned a course scheduled to begin in January, 2022, the deadline for submission of verification through written proof of an official record of full vaccination status will be the date the Teaching Availability Form (DCE-A) is due for subsequent sessions/semesters.

3. Unit Professionals 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 but not limited to 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. The College is not precluded from reconsidering a request if additional facts or special circumstances arise that were not included in the original request or interactive process.
5. Unit members who have not provided verification of full vaccination status in compliance with the Employee Vaccination Policy without an approved reasonable accommodation and unit members with an approved reasonable accommodation who fail to abide by the terms of their 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 the Employee Vaccination Policy. If a DAY unit member has a reasonable accommodation request pending and/or has received an initial or subsequent dose of a vaccine but has not yet reached full vaccination status as of January 3, 2022, the College will permit such employee to utilize any accrued personal, vacation and/or compensatory time for no more than 14 calendar days. Further, a College may extend the above period to enable an Employee to reach full vaccination status if the Employee has satisfactorily demonstrated that they have started the vaccination process. In the event a DCE unit member has a reasonable accommodation request pending and/or has received an initial or subsequent dose of a vaccine but has not yet reached full vaccination status as of January 3, 2022, they may per Article 13.04 of the DCE contract, request approval for an alternative manner to complete the obligations of their employment contract for a one-week (7 calendar day) period.
6. If the unit member decides not to comply with the COVID-19 vaccine 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.
7. If the unit member decides not to comply with the COVID-19 vaccine verification requirement, and has by November 30, 2021, provided notice of an intent to retire on or before June 30, 2022,

upon submission of a letter of resignation for purposes of retirement by January 3, 2022 with a stated end of employment/retirement effective date up to and including June 30, 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 June 30, 2022 upon request. If the unit member does not have sufficient accrued time, the unit member may request a leave of absence and/or the opportunity to telework or to be assigned to teach and/or complete workload online or a combination thereof for the remainder of the period prior to resignation/retirement effective date. Any determination by a College to allow or not to allow any full or partial telework or to teach and/or complete workload online remains within the sole discretion of the College and shall not be grievable.

8. Continued failure to submit required verification absent an approved reasonable accommodation shall be cause for discipline subject to the Parties' Collective Bargaining Agreement for DAY and DCE unit members as applicable.
9. The Colleges shall continue to provide notice to employees regarding positive COVID-19 cases through the College's existing notification processes, i.e. email to College email, website postings. The Colleges shall continue to designate at least one administrator to monitor compliance with College protocols regarding workplace safety, including use of PPE as appropriate and social distancing consistent with current CDC/Department of Public Health guidance. Accordingly, Colleges will continue to offer health and safety measures (which may include masking, social distancing, plexiglass, and/or remote meeting options for prospective students and/or their family members who may not be subject to vaccine verification requirements); such measures may be updated by individual Colleges consistent with applicable CDC/Department of Public Health guidance following consultation at individual College MACER meetings. The College shall provide employees the name and contact information for the designated administrators. Nothing in this paragraph shall be deemed to be an amendment or repeal of the safety procedures and processes contained in Article 2.03 of the DAY and DCE collective bargaining agreements.
10. On or after May 1, 2022, the parties shall meet at the request of the Association to review the status of this Agreement and may meet earlier to review any unanticipated matters that may arise.
11. 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: /s/ Michael J. Murray

Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: November 19, 2021

**FOR ASSOCIATION
DAY UNIT**

By: Claudine Barnes

Name: Claudine Barnes
Title: Day Negotiations Chair
Date: November 19, 2021

DCE UNIT

By:

[Signature]

Name:

Deanna Peterson

Title:

DLE Negotiation Chair

Date: November 19, 2021