

Memorandum of Agreement
Between
The Board of Regents for Higher Education,
Congress of Connecticut Community Colleges, SEIU 1973,
Federation of Technical College Teachers,
AFSCME Local 2480 Council 4, AFL-CIO,
SUOAF-AFSCME Local 2836 Council 4, AFL-CIO,
CSU-American Association of University Professors

This Memorandum of Agreement (MOA) is made by and between the Board of Regents for Higher Education (BOR); the Congress of Connecticut Community College, SEIU 1973; the Federation of Technical College Teachers; SUOAF-AFSCME Local 2836 Council 4, AFL-CIO; AFSCME Local 2480 Council 4, AFL-CIO; and the CSU-American Association of University Professors.

WHEREAS, The BOR resolved to require COVID-19 immunization of students and authorized the CSCU President to create mitigation strategies including engaging with the CSCU workforce to require vaccination for all employees;

NOW THEREFORE, the Parties agree as follows:

1. To prevent infection and spread of COVID-19, and as an integral part of public health and safety measures, CSCU will require that all employees entering the workplace, for whom the COVID-19 vaccine is authorized by the FDA get vaccinated against COVID-19 or apply for exemption from this policy.
2. Prior to engaging in any activities on campus for the Fall 2021 semester, all employees will be sent an email with a link containing the attestation form (example attached hereto as Exhibit A) to indicate vaccination status and a link to request an exemption from this policy. Any and all record of vaccination status will be kept secure and confidential. Attestation forms and requests for exemption submitted by System Office, Community College and Charter Oak employees will be reviewed by the CSCU HR Strategy team, forms submitted by CCSU, ECSU, SCSU, and WCSU, employees will be reviewed by their respective University Chief Human Resource Officers or their designee(s).
3. All students, visitors and employees will be required to wear a mask while indoors in all public and shared spaces while on CSCU controlled property, except for employees with an approved ADA accommodation that reduces the mask requirement. CSCU may implement or adjust mask mandates for all employees (vaccinated or not) based upon changes in pandemic status and health/safety standards and recommendations from appropriate State and Federal authorities.
4. Those employees who elect not to disclose vaccination status as well as those employees who have applied for a non-medical exemption will be subject to weekly testing and are required to mask when indoors on CSCU property. Management is responsible for covering all costs for weekly testing. All time spent by employees for required testing, including taking the test, travel to/from testing sites, will be treated as regular work time and employees will not need to use any accrued time. All CSCU employees regardless of vaccination or exemption status are expected to respect any implemented physical distancing requirements.
5. To facilitate vaccination policy, all CSCU universities and colleges will hold vaccination clinics over summer and fall 2021, available to all employees.

6. Exemptions to this policy will be reviewed every three months and may be terminated based upon FDA approval status of vaccine as well as health and safety standards and recommendations from appropriate State and Federal authorities.
7. No disciplinary action shall be instituted against any member of the above referenced bargaining units for refusal to be vaccinated or refusal to disclose vaccination status.
8. The parties will review and consider revision of this MOA no later than November 30, 2021, based upon assessment of success thus far of CSCU vaccination policy and status of pandemic based upon health and safety standards and recommendations from appropriate State and Federal authorities.
9. None of the above referenced bargaining units nor any member thereof shall grieve or arbitrate the above actions, except if necessary to enforce this MOA.
10. In the event that any provision of this MOA, in whole or in part, is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, all of the remaining terms, conditions, and provisions of this MOA which are not rendered meaningless, inoperable, or ambiguous as a consequence of the judgement shall remain in full force and effect.



Congress of Connecticut Community Colleges, SEIU 1973

8/20/2021

Date



Federation of Technical College Teachers



Date



AFSCME Local 2480 Council 4, AFL-CIO

8/20/2021

Date



SUOAF-AFSCME Local 2836 Council 4, AFL-CIO

08/19/2021

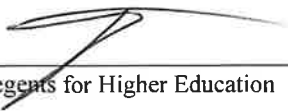
Date

Patricia O'Neill

CSU-American Association of University Professors

08/20/2021

Date



Board of Regents for Higher Education



Date