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MEMORANDUM OF AGREEMENT
COVID-19 VACCINE MANDATE IMPACT AND PROCEDURES

The University Administration has implemented policies on COVID-19 vaccination (vaccination), including, among other provisions, requiring that University employees in the Unit represented by AFT Local 1839 (employees) must be vaccinated against COVID-19, subject to certain exemptions as provided for under law. Some impacts and procedures related to implementation of such policies are subject to negotiation with AFT Local 1839 as collective negotiations agent to which this agreement addresses.

Therefore, in the interest of the health and safety of the entire Campus community, and in order to promote amicable employer-employee relations, New Jersey City University ("the University") and New Jersey City University AFT Local 1839 ("the Union"), the parties hereby agree as follows:

I. Reporting and Verification of Vaccination Status

- A. Employees shall report their vaccination status via the University's GothicNet portal no later than December 6, 2021, at 5:00 p.m. Employees may update their vaccination status or related materials at any time via GothicNet.
- B. Employees reporting that they have been vaccinated shall upload proof of vaccination via GothicNet. All proof of vaccination submissions are subject to review, verification, and approval by the University Consistent with NJ Executive Order 253 (2021), a true image of any one of the following shall constitute proof of vaccination:
 - 1. The CDC COVID-19 Vaccination Card issued to the vaccine recipient by the vaccination site;
 - 2. Official record from the New Jersey Immunization Information System or other State immunization registry;
 - 3. A record from a healthcare provider's portal/medical record system on official letterhead signed by a licensed physician, nurse practitioner, physician's assistant, registered nurse or pharmacist;
 - 4. A military immunization or health record from the United States Armed Forces; or
 - 5. Docket mobile phone application record or any state specific application that produces a digital health record.
- C. Within two (2) business days of this Agreement's effectuation, the Union shall be provided a list of all members whose COVID-19 vaccination status has not been independently confirmed by the University to facilitate the Union's contractual administrative duties with the negotiated COVID-19 vaccination mandate protocols.
- D. Employees that have not reported their vaccination status by December 6, 2021, at 5:00 p.m. will receive notification via their University e-mail that the University does not have a record of the employee's vaccination status.
 - 1. Such notice will constitute a written warning, and will advise the employee that failure to complete self-reporting of vaccination status using GothicNet within two (2) business days from receipt of the notice will result in the employee being placed on unpaid leave of absence as delineated in II.F.3. until such time as they provide proof of vaccination as provided in I.B.
 - 2. Any employee placed on unpaid leave of absence due to failure to report vaccination status will be returned to pay status the next business day following

1 their completion of self-reporting and approval of the submission by the
2 University, and such approval process shall be undertaken and completed within
3 one day of employee self-reporting. Any employee placed on unpaid leave of
4 absence due to failure to report vaccination status may be subject to progressive
5 discipline.
6

7 **II. Vaccination Requirement**

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- 9 A. Employees shall obtain a completed course of vaccination for COVID-19 as approved for
10 such purpose by the US FDA (complete vaccination), including approval under
11 Emergency Use Authorization, and upload proof of vaccination, as specified in I. B, no
12 later than January 6, 2022 at 5:00 p.m. Complete vaccination means having received
13 two doses of the Pfizer or Moderna vaccine or one dose of the Johnson & Johnson
14 (J&J/Janssen) vaccine, or as otherwise specified by standard medical-practice
15 guidelines. If necessary, employees shall be afforded one (1) administrative paid time
16 off day for physical recovery from a first and/or second dose. If additional recovery time
17 is needed, the employee shall utilize sick time.
- 18 B. The University will notify an employee via University email within three (3) business days
19 of submission if the proof of vaccination is deemed to be inadequate or incomplete,
20 including any specific defect in the material submitted.
- 21 C. In order to request an exemption from the vaccination requirement for religious reasons
22 protected by Title VII of the Civil Rights Act, or due to a health condition protected by the
23 Americans with Disabilities Act, an employee must complete and upload a COVID-19
24 Vaccination Waiver Form via GothicNet no later than November 29, 2021, at 5:00 p.m.
- 25 1. No new applications for exemption will be accepted after November 29, 2021 at
26 5:00 pm.
 - 27 2. The University will review each application and will contact the employee within
28 three (3) business days of receipt to request any supporting documentation, or to
29 provide notice that the application is complete as submitted.
 - 30 3. An application will be deemed to be complete the earlier of: the University
31 providing notification to the employee that the application is complete; or, upon
32 receipt and review of the supporting documents by the University, ten (10)
33 business days following the initial request from the University for supporting
34 documentation.
 - 35 4. The University will provide a response to the employee within three (3) business
36 days of receipt of a completed application, including supporting materials.
 - 37 5. If the University denies a request for exemption, the denial will include a written
38 specification of defects in the application sent to the employee within five (5)
39 business days of receipt of the completed application. Upon receipt of notice that
40 an application for exemption has been denied, an employee may submit an
41 amended application within ten (10) business days. Normally, no more than one
42 amended version of an application for exemption may be submitted.
 - 43 6. The term of approval for a medical exemption is up to 180 days. Upon receipt of
44 medical documentation from a physician indicating that there is a medical reason
45 for the employee not to receive the vaccination, the University shall accept such
46 documentation on its face.
 - 47 7. No less than thirty (30) days from the expiration date of an exemption, the
48 University will provide notice via University e-mail of the upcoming expiration. An
49 employee may apply for a new term of exemption by submitting a new complete
50 application within thirty (30) days of the receipt of notice of the upcoming
51 expiration.

1 8. The application form and documentation requirements shall be agreed to by the
2 Parties.
3

- 4 D. All employees hired or reappointed after September 6, 2021, including adjunct faculty
5 employees, must provide proof of vaccination to HR prior to being appointed or
6 reappointed to a University position. This shall not apply to AFT members who are not
7 required to be on campus as part of their regular job duties (e.g. fully remote/online
8 employees).
9

10 To be rehired for the Spring 2022 semester, adjunct faculty must submit proof of
11 vaccination upon rehire, or submit a request for an exemption no less than two weeks
12 before the beginning of the Spring 2022 semester.
13

- 14 E. Effective December 6, 2021, employees who are not completely vaccinated, including
15 employees with an approved exemption from the vaccination requirement, shall comply
16 with University health and safety protocols for unvaccinated employees (including
17 Coronavirus Testing).
18

- 19 1. Unvaccinated employees must submit up to twice (2x) a week rapid antigen
20 COVID-19 testing in order to be cleared to work at any NJCU location (testing is
21 available 5x a week on campus; [NJCU: 2021-2022 COVID Testing](https://www.njcu.edu/2021-2022-COVID-Testing)
22 [\(\[signupgenius.com\]\(https://www.njcu.edu/2021-2022-COVID-Testing\)\)](https://www.njcu.edu/2021-2022-COVID-Testing).
23

- 24 F. Employees that do not submit proof of at least a first dose of vaccination by December 6,
25 2021, at 5:00 p.m., and do not have an outstanding or approved application for
26 exemption, will receive notification via their University e-mail that the University does not
27 have proof that the employee has completed a first dose of vaccination.

- 28 1. Such notice will constitute a written warning, and will advise the employee that
29 failure to provide proof of vaccination within five (5) business days of receipt of
30 the notice may result in the employee being placed on unpaid leave of absence
31 until such time as they provide verified proof of vaccination. A copy of the notice
32 shall be provided to the Union. The notice shall include a copy of the potential
33 dates for progressive discipline as delineated in F.3. below.
34 2. An employee placed on unpaid leave of absence due to failure to provide proof of
35 vaccination will be returned to pay status the next business day following
36 verification by the University of either proof of completed vaccination or proof that
37 the employee has received at least one dose of a vaccine and has a scheduled
38 appointment for a second dose if indicated. The University will complete such
39 verification within two (2) business days of submission of materials by the
40 employee.
41 3. Progressive discipline shall include a written warning, then a 4-day unpaid
42 suspension (1st offense) commencing January 4, 2022, then a 5-day unpaid
43 suspension (2nd offense) commencing January 10, 2022, and ultimately
44 termination (3rd offense). Employees who are given a written warning or who are
45 suspended and later found to be in compliance with the Policy may submit an
46 administrative appeal of their written warning and suspension to the University. If
47 the appeal is successful, the written warning and any related record of
48 suspension shall be removed from the employee's personnel file and the
49 employee may be eligible for a restoration of salary. Employees who are
50 terminated and become fully vaccinated within thirty (30) days may submit a
51 request for reinstatement consideration.

- 1 4. Notwithstanding any other deadlines, no notice of noncompliance with the
2 vaccination requirement may be issued less than five (5) business days following
3 receipt by the employee of denial of a request for exemption.
- 4 5. Employees that file a complete retirement application by January 1, 2021, with
5 the State of New Jersey Division of Pensions and Benefits and a retirement date
6 no later than February 1, 2022 shall be exempt from this section. However, in the
7 event that the employee revokes their retirement application with the Division of
8 Pensions and Benefits, the employee will be retroactively subject to this section
9 (II. F.) as of December 1, 2021.
- 10 6. Similarly, employees who irrevocably resign their position within effective date of
11 no later than December 1, 2021 shall be exempt from the vaccine mandate.
- 12 7. The University shall toll compliance deadlines for employees who cannot meet
13 the timelines set forth in this Agreement for a first or second dose on account of a
14 positive COVID-19 test in accordance with CDC guidance.

15 16 **III. Coronavirus Testing**

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- 18 A. Any employee may obtain a coronavirus test at the University testing facility at NJCU or
19 other University-designated testing facility. Employees must show their New Jersey City
20 University ID.
- 21 B. An employee who is required by University protocol to obtain a coronavirus test,
22 including unvaccinated employees, may do so during their work hours at a University
23 designated testing facility.
- 24 C. If an employee tests positive for coronavirus by a test performed at a University
25 designated facility, the result will be reported to Human Resources.
- 26 D. Notwithstanding any other reporting, an employee must report to Human Resources any
27 positive coronavirus test result from any facility whether designated by the University or
28 otherwise, and not return to the University Campus or other University facility, until such
29 time that they receive further instructions from Human Resources.
- 30 E. The University may rely on employees complying with III. D and, therefore, employees
31 are not required to inform others, including neither their chairperson/supervisor nor co-
32 workers, that they have tested positive for coronavirus.

33 34 **IV. Self-Isolation**

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- 36 A. If an employee is required to self-isolate according to University protocol at the direction
37 of Human Resources, the chairperson or supervisor will be informed that the employee
38 has been instructed to self-isolate without disclosing the underlying reason.
- 39 B. During self-isolation directed by Human Resources, if an employee is unable to work
40 due to COVID-19 symptoms, they are required to use sick-leave time to cover the
41 absence. If not prevented from doing so by COVID-19 symptoms, the employee may be
42 required to work remotely at the discretion of the University.
- 43 C. Exclusive of the terms of the Side Letter of Agreement on Contact Tracing Isolation and
44 Remote Work, medically or religiously vaccine exempt employees shall not be charged
45 contractual vacation time for necessary contact tracing isolation and will be given the
46 opportunity to work remotely where operationally necessary and feasible. Unvaccinated
47 employees must submit to a COVID-19 test no more than 5-7 days after exposure or
48 immediately after symptoms develop in accordance with CDC guidelines. If a positive
49 result is detected, then the employee must use accrued sick time.

1 D. Fully vaccinated employees who test positive may, if not prevented from doing so by
2 COVID-19 symptoms, will be given the opportunity to work remotely where operationally
3 feasible.

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5 V. All required University health and safety protocols related to COVID-19 vaccination
6 including protocols for unvaccinated employees, shall be accessible and discoverable via
7 GothicNet web pages, and due notice shall be provided to all employees of any changes in the
8 same. If the University revises and/or amends these Safety Protocols, the University
9 Administration shall notify Local 1839 no later than three (3) days prior of such revisions or
10 amendments before such notification is disseminated to the campus community and will provide
11 the Union an opportunity for consultation before dissemination.
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13 VI. This Agreement does not otherwise alter nor supersede other agreements between the
14 State of NJ and the Council of NJ State College Locals ("Statewide Agreement"), nor any
15 agreements between New Jersey City University and AFT Local 1839.
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17 VII. This Memorandum of Agreement shall in no way be construed as a waiver of an
18 employee's contractual rights pursuant to Article VII.K. of the Full-time/Part-time Statewide
19 Agreement and Article VII of the Adjunct Faculty Statewide Agreement. Nothing herein shall be
20 construed as a waiver of any rights an individual employee may have under New Jersey tenure
21 laws or other State or Federal laws or constitutional provisions. The Union shall immediately be
22 provided a copy of all written warnings and progressive discipline notices.
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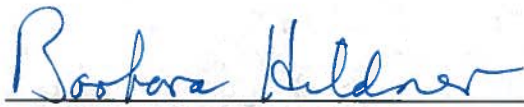
25 VIII. In WITNESS HEREOF, the University and Local 1839 have acknowledged their
26 understanding of this Memorandum of Agreement and affix their signatures below effective
27 November 9, 2021.
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32 For New Jersey City University:

For AFT Local 1839:

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37
38 Andrés Acebo, Interim Chief of Staff



Barbara Hildner, President