

**MEMORANDUM OF AGREEMENT BETWEEN THE  
STATE OF NEW JERSEY AND CWA REGARDING  
COVID-19 VACCINATIONS AND TESTING**

**A. Vaccinations and Testing**

1. COVID-19 vaccines will be provided at no out of pocket cost to the employees through an employee's health insurance.
2. Proof of vaccination status will be treated as confidential medical information and will be stored separately from an employee's personnel file and disclosure of such information will be limited to designated human resources employees or other individuals authorized to receive such information.
3. Executive Branch employees who are not fully vaccinated (fully vaccinated is defined as two weeks or more after the employee received the second dose in a two-dose series or two weeks or more after the employee received a single-dose vaccine) will be subject to COVID testing at least once a week (between Sunday and Saturday of every week).
4. Employees who are not fully vaccinated and who are not physically on-site<sup>1</sup> at the workplace during a week where testing would otherwise be required, will not be required to submit to testing for that week.
5. Testing will be done on work time, without loss of time. All departments/agencies will have the option of either using the State's existing vendor, which offers a Saliva PCR test, or may provide employees with a test kit that can be used anywhere and that provides a virtual telehealth visit via video to observe specimen collection. Department/agencies may utilize other testing vendors or methods of testing.
6. Testing done through state agencies will be a zero cost to employees. Employees will not be asked to provide insurance information, nor will they be charged fees related to COVID-19 testing directed and scheduled by the State.
7. Test results will be provided to the employee and results will be provided to the department/agency through a HIPAA-compliant platform.
8. The Department/Agency will consult with the New Jersey Department of Health for guidance on proper procedure regarding increases in infection rates.

**B. Leave Time**

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<sup>1</sup> On-site includes being in State vehicles, in a client home or school or other location.

9. The parties agree that employees are entitled to leave for vaccination purposes in the amount and parameters currently provided by N.J.A.C. 4A:6-1.3(A)(d).
10. In accordance with N.J.A.C. 4A:6-1.3(A), COVID-19 Sick Leave may be used by an employee who is unable to work due to a COVID-19 related isolation or quarantine, is experiencing symptoms of COVID-19 and is seeking a medical diagnosis or has tested positive for COVID-19, or is the primary caretaker for an individual who is required to isolate or quarantine. Employees requesting COVID-19 Sick Leave due to COVID-19 related isolation or quarantine must provide the name of the health care provider who advised them to isolate or quarantine, or proof of a positive COVID-19 test. Employees seeking a medical diagnosis for symptoms must provide appropriate supporting documentation from the medical provider. Employees seeking COVID-19 Sick Leave in order to care for quarantined or isolated individuals must provide documentation indicating either the government entity or the name of the health care provider that caused the quarantine or isolation. Employees seeking leave to care for an individual seeking a medical diagnosis must present proof of a positive COVID-19 test or appropriate supporting documentation from the medical provider where care is being provided due to symptoms.
11. In accordance with N.J.A.C. 4A:6-1.3(A), an employee may use up to 10 days of COVID-19 Family Leave if the employee is unable to work because the employee is caring for a child whose school has been closed to in-person instruction or whose child care provider is unavailable due to COVID-19. Documentation must be provided to the employer indicating the name of the child and the school or child care provider, as well as a statement from the employee that no other suitable person is available to care for the child during the requested period of COVID-19 Family Leave.

An employee who is the primary caretaker of a school-aged child, a child under five years old attending child care, or an adult that attends a congregate care setting, including but not limited to adult day care, senior care, or a developmental disability day program impacted by a COVID-19-related isolation, quarantine, or closure may work remotely for the period of the COVID-19-related isolation, quarantine, or closure if necessary. The employee must submit documentation from the school, child care center, or congregate care setting to be eligible for this limited exception.
12. Should the employee need leave beyond the time provided for in paragraphs 9-11 above, the employee may request to utilize sick leave or other accrued leave time in accordance with the parties' collective negotiations agreement.
13. Additionally, an employee who is eligible for COVID-19 leave described above in paragraphs 10 and 11, but is able to work remotely, may work remotely, at the

employee's request, for the period of time they would otherwise be eligible for COVID-19 leave time so long as they submit the requisite documentation outlined in the temporary rule governing COVID-19 Sick Leave and COVID-19 Family Leave. Such requests shall not be unreasonably denied.

14. The leave entitlements set forth above in paragraphs 9-13 shall remain in effect for the duration of this MOA.

**C. Exemptions from On-site Work**

15. Employees who for medical reasons are unable to work onsite, may request an accommodation, including, but not limited to, working remotely, by submitting a request for accommodation pursuant to the New Jersey Law Against Discrimination ("LAD"), the Americans with Disabilities Act ("ADA") or other applicable law. Agencies should address any request for accommodation in the normal course.

**D. Consequences for Non-Compliance**

16. All discipline imposed related to alleged violations of vaccination or COVID-19 testing policy shall be subject to procedures contained in the parties' collective negotiations agreement. Discipline shall be progressive in nature. The Parties agree that an employee who refuses to test may be subject to suspension under NJAC 4A:2-2.5(a) 1 and that such immediate suspension is "necessary to maintain safety, health, order or effective direction of public services." The Department and CWA shall confer prior to issuance of any disciplinary action to an employee who does not submit test results or is otherwise not compliant with the policy. -

**E. Information**

17. The State will make best efforts to provide, when possible, the below information on a periodic basis to CWA broken out by department:
  - a. The total census of employees reporting one or more days to the workplace during the previous week (Sunday-Saturday);
  - b. The total number of fully vaccinated employees who submitted acceptable documentation of vaccination by the previous week;
  - c. The total number of unvaccinated/partially vaccinated employees who submitted to testing during the last week; and
  - d. The total number of employees who are noncompliant with the agency's vaccination and testing policy and for how many weeks.

The parties acknowledge that the above information is not broken down by union. The State will continue to provide information the Union is currently receiving, including a daily COVID-19 report where there are positive test results.

**F. Enforcement**

18. The terms of this MOA may be enforced through the parties' grievance/arbitration procedure set forth in Article 4 of the 2019-2023 collective negotiations agreement.

**G. Miscellaneous**

19. This MOA shall not be deemed to modify, amend or add to the parties' 2019-2023 collective negotiations agreements.
20. This MOA shall not be cited as a precedent in any other matter and may not be introduced into evidence in any proceeding, including but not limited to court, administrative or arbitration proceedings, except for the purpose of enforcing the terms of this MOA.
21. The terms of this MOA do not apply to the State Colleges/Universities.
22. The testing that is currently being done in institutions (developmental centers, psychiatric hospitals and DMVA facilities) and other high risk congregate care facilities shall remain in effect.
23. This MOA shall be in effect through March 31, 2022. This MOA shall be subject to renewal and/or modification after March 31, 2022 through mutual agreement of the parties.

On behalf of the State



Dated: 11/12/21

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On behalf of CWA



Dated: 11/10/21