

Memorandum of Agreement #132
Between
The College of New Jersey
And
The College of New Jersey Federation of Teachers, Local 2364, AFT
Regarding
COVID-19 Testing Protocol

In order to promote amicable employer-employee relations, The College of New Jersey (the College) and The College of New Jersey Federation of Teachers, Local 2364, AFT (the Union), on behalf of all bargaining unit members subject to the State Colleges/Universities Unit and the State Colleges/Universities Adjunct Unit collective negotiation agreements (Bargaining Unit Members), intending to be legally bound hereby, do hereby agree to the following:

1. In response to the COVID-19 pandemic, on March 9, 2020, Governor Murphy declared both a State of Emergency and a Public Health Emergency in the State of New Jersey, which both remain in full force and effect.
2. Due to the pandemic, the College implemented remote instruction of courses for the Spring 2020 Term as of March 23, 2020, and continued remote instruction for its Summer 2020 Terms and Fall 2020 Term. Remote instruction will also be offered for the Winter 2021 Term.
3. The College intends to conduct the Spring Term 2021 through a “Spring Flex” plan that will incorporate both on-campus and remote learning. The Spring Flex plan anticipates an increased number of individuals on campus and increased use of campus facilities, including residential, academic, and recreational buildings.
4. The College has determined and the Union agrees that mandatory weekly testing for the virus that causes COVID-19 is a critical component of an effective strategy to reduce the risk of the spread of that virus and protect the health of all students and employees who will be coming to campus for study or work during the Spring Term.
5. The Union agrees that all AFT unit members who perform any work on campus shall be subject to mandatory weekly coronavirus testing requirements pursuant to the testing protocol established by the College. For purposes of this Memorandum of Agreement, the phrase “perform any work on campus” means any work on campus of at least four hours in one week regardless of contact with others on campus, but shall not include minimal (less than four hours per week) or incidental presence on campus (e.g., to pick up mail from the campus mailroom, to pick up items from an office or workspace, etc.) provided there is no in-person contact with other individuals for more than ten minutes during the minimal or incidental presence on campus. By way of example, any faculty member teaching in person on campus shall be subject to the mandatory weekly testing requirement, even if the instruction is for less than four hours.
6. Professional Staff employees are expected to complete the testing requirements during their regularly scheduled work hours, and supervisors shall not unreasonably interfere with the ability of Professional Staff to schedule testing. In the event a Professional Staff employee’s regularly scheduled work hours are outside all scheduled testing hours, supervisors shall

consult with the Professional Staff employee to provide a flexible time schedule that will enable the Professional Staff employee to receive the required test during work hours that coincide with scheduled testing hours.

7. Any AFT unit member who intends to be on campus but claims an exemption from the coronavirus testing requirement pursuant to paragraph 5 shall comply with any notification or waiver requirements established by the College.

8. The coronavirus tests shall be administered on campus at no cost to any AFT unit member, but unit members shall be required to provide health insurance information to the testing administrators and to cooperate in the submission and processing of insurance claims for costs associated with the testing. Individual unit members shall be responsible for any costs associated with medical treatment for a COVID-19 diagnosis.

9. The Union agrees that the results of testing shall be provided both to the employee and to the College, and that the Union will direct its unit members to cooperate with College or public health contact tracing efforts in the event of a positive test. The Union agrees that its unit members shall be required to sign any authorization that allows the testing administrator to provide test results to the College.

10. Unit members are permitted to submit weekly coronavirus test results from an alternative testing provider in lieu of participating in the on-campus testing protocol, provided that the unit member shall be responsible for any costs associated with the alternative test.

11. The Union agrees that weekly testing shall be mandatory for any unit member whose position is identified by the employee's business unit head as necessary to work on campus and any unit member who chooses to work on campus even if telecommuting is available.

12. The Union agrees that any unit member subject to the testing requirements who refuses or fails to obtain the test, refuses or fails to provide authorization to release test results to the College, refuses or fails to provide health insurance information to the testing administrators or to cooperate in the submission and processing of insurance claims, or refuses or fails to cooperate with contract tracing shall not be permitted to enter campus until such refusal or failure has been remedied.

13. The Union acknowledges that a unit member who refuses or fails to comply as described above may be subject to discipline pursuant to the College's established Employee Discipline Policy.

14. This Memorandum of Agreement shall remain in effect until the conclusion of both the State of Emergency and the Public Health Emergency in the State of New Jersey.

15. Except as set forth herein, the terms of this Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties' Collective Negotiated Agreement.

In witness hereof, the Union and the College have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For the College:



James A. Felton III
Vice President for Inclusive Excellence
The College of New Jersey

January 19, 2021

Date

For the Union:



Nancy Lasher
President
TCNJFT, Local 2364, AFT

January 19, 2021

Date