

Memorandum of Agreement

WHEREAS; New York State has issued emergency regulations mandating that NYC Health + Hospitals personnel be vaccinated against COVID-19 by September 27, 2021, or October 7, 2021, depending on assignment; and

WHEREAS; the parties identified below desire to reach agreement regarding the leave status and benefits of those who do not comply with NYC Health + Hospitals (“H+H” or “System”) policies and requirements implementing the mandate;

NOW THEREFORE, the parties agree as follows:

I. Leave

- A. Any unvaccinated employee may be placed by H+H on leave without pay effective September 27, 2021, or October 7, 2021, whichever date is applicable to that employee’s vaccine requirement, through October 31, 2021. Such leave may be unilaterally imposed by H+H and may be extended at the request of the employee consistent with Section IIA below. Placement on leave without pay on the basis of vaccination status shall not be considered a disciplinary action for any purpose.
- B. During such leave without pay, employees shall continue to be eligible for city-sponsored health benefits.
- C. Employees who come into compliance with vaccination requirements while on such leave without pay and provide appropriate documentation of vaccination to H+H prior to October 30, 2021, shall have a right of return to the same work location as soon as is practicable but in no case more than one week following notice and submission of satisfactory documentation to H+H.

II. Separation

A. Voluntary Separation Option

1. During the period of September 28, 2021, through October 29, 2021, any employee who is on leave without pay due to vaccination status may elect to separate from H+H. If the employee elects to separate, the employee must identify the date of separation and it must be no later than December 31, 2021. If an employee elects to separate under this Section and executes a waiver of their rights to challenge their placement on involuntary unpaid leave and their separation, in a form approved by the System, eligibility for city-sponsored health benefits will continue until the elected date of separation.

2. Upon separation, the employee shall be eligible to be paid sick leave and any other accrued leave at amounts provided for in any applicable collective bargaining agreement. In addition to any accrued leave payout, each employee who elects to separate voluntarily under this section and executes the waiver described above shall be eligible to be paid one week of pay calculated based on regularly scheduled hours.
3. Employees who elect this Voluntary Separation Option shall be eligible for re-employment with H+H no sooner than six months following their separation date.

B. Involuntary Separation

No earlier than November 1, 2021, H+H will unilaterally separate employees who have not opted into separation under Section IIA. Except for the express provisions contained herein, all parties retain all legal rights at all times relevant herein.

III. Religious Accommodations

All religious accommodation requests currently granted will be reviewed after 60 days.

FOR THE CITY OF NEW YORK

FOR NYC HEALTH + HOSPITAL

BY: 

RENEE CAMPION
Commissioner of Labor Relations

BY: 

Andrea G. Cohen
Senior Vice President & General Counsel

For DISTRICT COUNCIL 37

BY: 

HENRY GARRIDO
Executive Director

DATED: October 4, 2021