

MEMORANDUM OF AGREEMENT
MANDATORY COVID-19 VACCINATION POLICY IMPACT

In order to promote amicable employer-employee relations, Rowan University (the University) and AFT Local 2373 (the Local Union) herein "the parties" agree to the following:

1. The parties agree that employees must comply with the University's immunization requirement and be fully vaccinated by December 15, 2021 unless they request and are granted a religious or medical exemption. Such requests shall not be unreasonably denied. Proof of vaccination must be provided to the Office of Human Resources via this link <https://asaforms.rowan.edu/Forms/vaccineIncentive/index>.

2. The parties agree that employees may request an exemption from the immunization requirement based on religion and/or medical. Such request must be submitted by October 1, 2021.

3. The parties agree that if an exemption or an extension is granted, or employees are not otherwise vaccinated but are permitted to come to work, employees must comply with University Health and Safety protocols (i.e. facial covering, social distancing where possible, frequent washing and/or sanitization of hands, complete the Daily Screening and submit to Covid 19 testing as needed/required by the University and cooperate with University and health professionals for contact tracing).

4. The parties agree that if an exemption is not granted, employees must comply with the following University immunization requirement:

- a) If obtaining the Moderna vaccine, employee must be fully vaccinated six (6) weeks and three (3) days after denial of the exemption request.
- b) If obtaining the Pfizer vaccine, employee must be fully vaccinated five (5) weeks and three (3) days after denial of the exemption request.
- c) If obtaining the Johnson & Johnson vaccine, employee must be fully vaccinated two (2) weeks and three (3) days after denial of the exemption request.

5. It is understood based on the parties' Statewide Agreement, the University has the right to impose discipline, consistent with the principles of progressive discipline, for failure to comply with the Immunization Requirements under policy. *

- a. Employees that have not reported their vaccination status by October 15, 2021 will receive notification via their University e-mail that the University does not have a record of the employee's vaccination status.
 - i. Such notice will constitute a written warning, and will advise the employee that failure to complete appropriate self-reporting of vaccination status within two business days from receipt of the notice will result in the employee being placed on a paid leave of absence not to exceed 10 working days during this initial period

of non-compliance using a combination of vacation or sick time. The employee shall be offered counseling by a healthcare professional assigned by the college or university, who will attempt to address the employee's questions and concerns about the COVID vaccine.

ii. Any employee placed on this leave of absence due to failure to report vaccination status will be returned to regular pay status the next business day following their completion of self-reporting and approval of the submission by the University which shall occur within 5 business days of submission.

- i. If after counselling or refusal of counselling, the employee continues to refuse to comply with the applicable vaccination policy, the employee shall be suspended for three (3) days without pay. Parties agree that such suspension is based upon NJAC 4A:2-2.5 (a) 1 and also agree that such immediate suspension is "necessary to maintain safety, health, order or effective direction of public services." During the course of the Loudermill hearing, the employee will be informed that continued failure to comply with the vaccination policy will result in suspension as set forth in sub paragraph iv. and termination of employment as set forth in sub paragraph v. below
- ii. If following a suspension imposed pursuant to subparagraph ~~ii~~ *ii* H₂ above, the employee does not comply with the applicable vaccination policy, the employee shall be suspended for an additional ten (10) days without pay.
- iii. If following a suspension imposed pursuant to subparagraph ~~iii~~ *ii* H₃ above, the employee does not comply with the applicable vaccination policy, the employee shall be subject to an additional sixty (60) day suspension without pay.
- iv. If following a suspension imposed pursuant to subparagraph ~~iv~~ *iii* H₆ above, the employee does not comply with the applicable vaccination policy, the employee shall be subject to termination of employment.
- v. Any employee placed on suspension due to failure to report vaccination status will be returned to pay status the next business day following the completion of self-reporting and approval of the submission by the university within 5 business days of submission.

b. The University will notify an employee via email within five business days of submission if the proof of vaccination is deemed to be inadequate or incomplete, including any specific defect in the material submitted. An employee may submit amended proof within five business days

*If during the disciplinary process an employee decides to get the vaccination or documents a medical or religious exemption as per 1., 2. and 3. above, the employee, upon showing proof of the first vaccination shot, unless it's Johnson and Johnson, will be allowed to return to campus in pay status. Upon showing proof of a first shot the discipline process shall be held in abeyance. Upon proof of full vaccination which must occur as per the requirements for the type

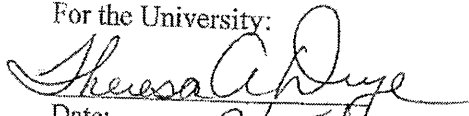
of vaccination chosen— in the case of the Johnson and Johnson vaccine that is a single shot — any discipline imposed on the employee or any discipline that has been initiated shall be rescinded and recorded as an unpaid leave of absence.

6. This Memorandum of Agreement shall not constitute a precedent and shall not be referred to, offered or considered as evidence in any proceeding with respect to any other matter between the parties except to enforce the provisions of this Memorandum of Agreement.

7. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of parties' Statewide Agreement.

8. The parties agree that this Memorandum of Agreement is effective as of 9-15-2021
In WITNESS HEREOF, the University and AFT Local 2373 have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

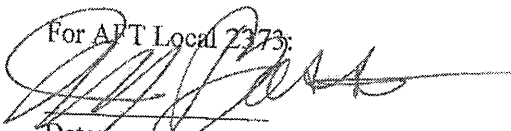
For the University:


Date: 9/15/21

For the University:

Date:

For AFT Local 2373:


Date: 9-15-2021

For AFT Local 2373:

Date: