MEMORANDUM OF AGREEMENT MANDATORY COVID-19 VACCINATION POLICY IMPACT

In order to promote amicable employer-employee relations, and in the interest of the health and safety of the campus community, Stockton University (the University), the Stockton Federation of Teachers Local 2275 (the SFT), and the Council of New Jersey State College Locals, AFT, ALF-CIO (the Council), herein "the Parties," agree to the following:

- The Parties agree that employees must comply with the University's immunization requirement and be fully vaccinated by September 1, 2021*1, unless they request and are granted religious or medical exemption. Proof of vaccination must be uploaded via the "Update Employee Vaccination Status" button under the employee tab in the University <u>goStockton Portal</u> (https://stockton.edu/portal/login.html) or submitted to the Office of Human Resources if such has not been captured by the NJ Immunization Information System (NJIIS) Database.
- 2. The Parties agree that employees may request an exemption from immunization for religious and/or medical reasons. Employees may submit to the Office of Human Resources a request for an extension of the September 1, 2021, deadline; such requests shall not be unreasonably denied provided the employee agrees to submit proof of vaccination on or before an agreed upon date. Such requests should be submitted by August 13, 2021 using the "COVID-19 Extension or Medical or Religious Vaccine Exemption Form" available on the Office of Human Resources webpage (https://stockton.edu/human-resources/).
- 3. The Parties agree that if an employee is granted an exemption or an extension, or an employee is not otherwise vaccinated but is permitted to come to work, the employee must comply with University health and safety protocols (i.e., wear facial covering, maintain physical distancing where possible, frequently wash and/or sanitize hands, complete the daily Health Pledge, 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, the employee must comply with the following University immunization requirement:
 - a) If receiving the Moderna vaccine, the employee must be fully vaccinated six(6) weeks and three (3) days after the exemption is denied.
 - b) If receiving the Pfizer vaccine, the employee must be fully vaccinated five (5) weeks and three (3) days after the exemption is denied.
 - c) If receiving the Johnson & Johnson vaccine, the employee must be fully vaccinated two (2) weeks and three (3) days after the exemption is denied.
- 5. It is understood that under the Master Agreement between the State of New Jersey and The Council of New Jersey State College Locals, AFT, AFL-CIO, the University has the right

¹ *First dose of Moderna by August 4, 2021; second dose by September 1, 2021 First dose of Pfizer by August 4, 2021; second dose by August 25, 2021 One dose of Johnson & Johnson by August 18, 2021.

to impose discipline, consistent with the principles of progressive discipline, for failure to comply with the immunization requirements under policy.

- 6. This Memorandum of Agreement shall not constitute a precedent and shall not be referred to or 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 July 29, 2021.

In WITNESS HEREOF, the University and SFT Local 2275 have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

For: Stockton University

For: The Stockton Federation of Teachers

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Harvey Kesselman, President

Emari DiGiorgio, President

Date: July 29, 2021

Date: July 29, 2021