

Memorandum of Agreement #146
Between
The College of New Jersey
And
The College of New Jersey Federation of Teachers, Local 2364, AFT
Regarding
Voluntary Separation from Service Program for Faculty Members and Librarians

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) hereby agree as follows in regard to a voluntary separation program that shall be available to certain members of the Union.

WHEREAS, the College, like many regional public institutions of higher education, is currently experiencing challenges as it seeks to ensure financial sustainability for the near and long term; and

WHEREAS, the College adopted a strategic plan in 2022 known as “TCNJ 2027: Extending Our Excellence,” which included among its elements: “Foundation for Strategic Excellence: TCNJ will build capacity and operate to achieve educational excellence *with financial sustainability*”; and

WHEREAS, in accord with the strategic element of financial sustainability noted above, the College has initiated a program known as Linking Innovation with Operational Nimbleness & Sustainability (LIONS); and

WHEREAS, one of the objectives of the LIONS Program is to achieve efficiencies in operations through, among other strategies, voluntary reductions in personnel costs:

NOW, THEREFORE, intending to be legally bound, the College and the Union hereby agree as follows:

1. The intent of this Memorandum of Agreement is to establish a Voluntary Separation Program (VSP) that will offer an incentive to separate from service to certain eligible AFT unit faculty members and librarians.
2. The College recognizes the valuable contributions of these individuals and respects their many years of service to the institution and community.
3. The College would benefit from the cost-savings in salary and benefits from individuals who agree to separate from service effective July 1, 2025.
4. Eligibility – Tenured faculty members and librarians who are age 60 or over or who have 20 years or more of service at the College may apply for the incentive.

5. In consideration for their voluntary agreement to separate from service effective July 1, 2025, eligible tenured faculty and librarians who opt to separate from service shall receive an incentive as follows:

Eligible faculty members and librarians who opt in to this VSP shall have their normal job duties suspended as of the Fall 2024 semester up to June 30, 2025. Those job duties will be substituted with an alternative assignment to be determined by the Dean of the faculty member's School or the Dean of the Library.

6. An election to separate from employment at the College pursuant to this Memorandum of Agreement is effectuated by submitting an executed Separation Election Agreement and Release (the form of which is annexed hereto as Exhibit A) to the Dean of the faculty member's School or the Dean of the Library no later than April 17, 2024. Failure to submit the Separation Election Agreement and Release by April 17, 2024 shall constitute a non-revocable decision to not participate in the VSP.

7. Participants may be required to delay the effective date of separation from service for up to one year based on departmental and/or campus needs; however, in no event will an employee be informed of the delay later than May 1, 2024. The College may discontinue this program at any time without notice and faculty members and librarians shall have no expectation that this program will be renewed in the future. Discontinuation of the VSP program shall have no effect on any faculty member or librarian who has applied for participation in the VSP prior to the discontinuation.

8. Eligible faculty members and librarians who agree to separate from service pursuant to this Memorandum of Agreement and the VSP shall have an effective separation date of June 30, 2025.

9. The College agrees to assist eligible faculty members and librarians who are eligible to retire from the State with processing their retirement applications to the Division of Pension and Benefits to expeditiously effectuate timely retirement.

10. The Union and participating eligible faculty members and librarians agree that separation from service under the terms of this Memorandum of Agreement is an irrevocable agreement to permanently separate from service with no expectation of rehiring.

11. The parties agree that this Memorandum of Agreement shall not be subject to the grievance procedure.

12. This Memorandum of Agreement shall not be deemed to set a precedent and shall not be cited in any other forum for any purpose except to enforce its terms.

13. Agreement to separate from service and acceptance of the alternative assignment incentive to separate from service does not preclude any participating eligible faculty members and librarians from applying for retirement benefits provided by their State employment or the

parties' Collective Negotiated Agreement.


14. This Memorandum of Agreement shall not serve to modify the parties' Collective Negotiated Agreement.

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

For the College:

For the Union:

Suzanne McCotter
Interim Provost and Vice President for
Academic Affairs



Matthew Wund
President
TCNJFT, Local 2364, AFT

Date

March 21, 2024

Date