

Memorandum of Agreement # _____
Between
The College of New Jersey
And
The College of New Jersey Federation of Teachers, Local 2364, AFT
Regarding
Voluntary Separation from Service Incentive Plan for AFT Professional Staff

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 professional staff employees in the AFT bargaining unit.

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 professional staff members.
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 on or prior to January 1, 2025.
4. Eligibility – AFT bargaining unit members who are currently College employees and have 15 years or more of service at the College or in State service may apply for the incentive.

5. Incentive Payment – In consideration for their voluntary agreement to separate from service on or prior to January 1, 2025, eligible AFT bargaining unit members who opt to separate from service shall receive an incentive of a lump-sum payment equal to one-quarter of the bargaining unit member's annual base salary, less applicable withholdings, within sixty days of their effective separation date.

6. An election to separate from employment at the College pursuant to this Memorandum of Agreement will be effectuated by submitting an executed Separation Election Agreement and Release (the form of which is annexed hereto as Exhibit A) to Human Resources no later than August 30, 2024. Failure to submit the Separation Election Agreement and Release by August 30, 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 September 15, 2024. The College may discontinue this program at any time without notice and AFT bargaining unit members shall have no expectation that this program will be renewed in the future. Discontinuation of the VSP program shall have no effect on any bargaining unit member who has applied for participation in the VSP prior to the discontinuation.

8. Eligible AFT bargaining unit members who agree to separate from service pursuant to this Memorandum of Agreement and the VSP shall, in consultation with their supervisor, select an effective separation date between October 1, 2024 and January 1, 2025.

9. The College agrees to assist eligible AFT bargaining unit members 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 AFT bargaining unit members 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 other than to enforce the payment provisions of Paragraph 5.

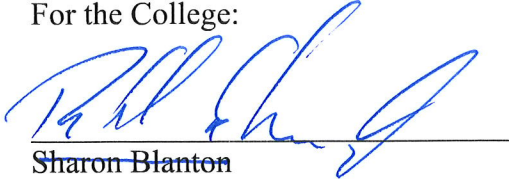
12. This Memorandum of Agreement shall not be deemed to set a precedent and shall not be cited in any other forum for any purpose except to enforce its terms.

13. Agreement to separate from service and acceptance of the monetary incentive to separate from service does not preclude any participating eligible bargaining unit member 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:



Sharon Blanton

Vice President for Operations

Richard Schweigert
Interim VP for Finance

08/28/2024

Date

For the Union:



Matthew Wund

President

TCNJFT, Local 2364, AFT

August 1, 2024

Date