Memorandum of Agreement Between

New Jersey City University and the American Federation of Teachers Local 1839 Professional Staff Voluntary Separation Program (VSP)

A. Purpose

The Professional Staff Voluntary Separation Program provides an opportunity for eligible Professional Staff to plan their separation from service with the University. This program provides eligible staff members with an opportunity to select only one of the two available participation periods (hereafter known as the "transition period"): July 1, 2025 to December 31, 2025 or January 2, 2026 to June 1, 2026.

To promote amicable employer-employee relations between New Jersey City University ("the University"), AFT Local 1839 ("the Union"), (hereafter known as "the parties") hereby agreed to the following:

B. Eligibility

- 1. Participants must have served a minimum of ten (10) years at the university prior to the date full retirement/separation commences.
- 2. For Professional Staff who receive(d) a notice that their position has been identified for layoff, the University shall automatically accept and approve the applications.
- 3. Professional Staff who receive a notice of non-reappointment are **not** eligible to participate.
- 4. Professional Staff who have submitted notice of separation from service with the University prior to the effective date of this memorandum of agreement shall <u>not</u> be eligible to participate in this program.

C. Procedures for July 1 – December 31, 2025 Participants

- 1. Eligible Professional Staff who wish to participate in the program during the transition period July 1, 2025, through December 31, 2025, must submit their request to resign and retire under the terms of this program no later than June 2, 2025. The University's Office of Human Resources shall provide the union with a copy of all the requests to separate by June 16, 2025.
- 2. Professional Staff who are approved for participation and who have voluntarily agreed to participate must sign an Agreement to Resign and Retire Letter and submit it to their immediate supervisor and the Office of Human Resources no later than June 16, 2025. The participant's agreement letter will state that the separation shall be effective December 31, 2025. The University's Office of Human Resources shall provide the Union with copies of all the agreements to separate letters by June 30, 2025.

D. Procedures for January 2, 2026 to June 1, 2026 Participants

- 1. Eligible Professional Staff who wish to participate in the program during the transition period January 2, 2026, through June 1, 2026, must submit their request to resign and retire under the terms of this program no later than December 1, 2025. The University's Office of Human Resources shall provide the Union with a copy of all the requests to separate by December 15, 2025.
- 2. Professional Staff who are approved for participation and who have voluntarily agreed to participate must sign an Agreement to Resign and Retire Letter and submit it to their immediate supervisor and the Office of Human Resources no later than December 15, 2025. The participant's agreement letter will state that the separation shall be effective June 1, 2026. The University's Office of Human Resources shall provide the Union with copies of all the agreements to separate letters by January 15, 2026.

E. Separation Incentives & Requirements

- 1. For the duration of the transition period, participants shall work a three-day work week. One (1) out of the three (3) workdays will be designated as a remote workday and involve work that can be performed remotely. The remaining two days shall be recorded as "Paid Administrative Leave." The participant and their immediate supervisor shall agree to the schedule of workdays.
- 2. Participants shall be compensated at one hundred percent (100%) of their salary and concomitant benefits and rights through the effective separation date or through their last day of work, whichever occurs first.
- 3. Participants who have not used any or all unpaid furlough days and/or days accumulated as compensatory time/days, shall, at the participant's sole discretion, either be:
 - A. Reimbursed for the value of used unpaid furlough days and/or compensatory time/days on the date of separation from the university; or be able to
 - B. Use any unused furlough days and/or compensatory time/days during the transition period.

F. Additional Terms

- 1. The act of signing and submitting the Agreement to Separate is an irrevocable commitment. For informational purposes, a copy of the Agreement to Separate letter shall be appended hereto.
- 4. This Memorandum of Agreement shall remain in effect until June 1, 2026.
- 5. In the event, the parties desire to extend or renegotiate this agreement, in whole or in part, notice shall be given to either party at least thirty (30) days prior to the expiration of this agreement.
- 6. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of the parties' Collective Negotiations Agreement.

In WITNESS HEREOF, the University and AFT Local 1839 have acknowledged their understanding of the Letter of Agreement and affix their signatures below on April 11, 2025.

For the University

Andrés Acebo Interim President, NJCU For the Union

William Calathes,

President, AFT Local 1839

Joseph Moskowitz

Chief Negotiator, AFT Local 1839