

**LETTER OF AGREEMENT
ON A
PROFESSIONAL STAFF VOLUNTARY SEPARATION PROGRAM**

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

A. The Professional Staff Voluntary Separation Program provides an opportunity for eligible professional staff to plan their separation from service with the University. This program is effective from January 1, 2023 to June 1, 2023.

B. Eligibility

1. Participants must have served a minimum of ten (10) years at the University.
2. Eligible professional staff that wish to participate in the program must submit their request to resign and retire under the terms of this program no later than December 23, 2022.
3. Professional staff who receive a notice that their position has been identified for layoff are eligible to participate. This program shall automatically accept applications from staff who have received a layoff notice. However, the application pool shall be capped to ten (10) professional staff members who have not received a layoff notice for the duration of this Separation Program.
4. Professional staff who receive a notice of non-reappointment are **not** eligible to participate.
5. Professional staff who have submitted notice of separation from service with the University prior to the effective date of this Memorandum of Agreement shall not be eligible to participate in this program.

C. Requirements

1. Participants must sign an Agreement to Resign and Retire and submit to their Immediate Supervisors and the Office of Human Resources later than December 23, 2022, as provided in Section B. 2. The participant's agreement letter will state that the separation shall be effective June 1, 2023. The University's Office of Human Resources shall provide the Union with a copy of each faculty Agreement to Separate.
2. For the duration of the transition period, participants shall work a three-day workweek. Two out of the three workdays may be remote workdays; one of the three workdays shall be in person. The remaining two days shall be recorded as "Paid Administrative Leave." The participant and their immediate supervisor shall agree to the schedule of work days.
3. Participants shall be compensated at one hundred percent (100%) of their through salary the effective separation date of June 1, 2023 or through their last day of work, whichever occurs first.

4. Participants who used any or all unpaid furlough days pursuant to the Memorandum of Agreement to Address the Financial Emergency of 2022-2023, paragraph #1, shall be:

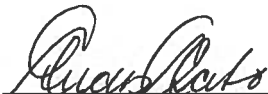
- a). Reimbursed for the value of used unpaid furlough days on the date of separation from the University; and
- b) Excused from the obligation to use any unused furlough days from the day they submit the notice to retire/resign pursuant to paragraph C1. above.

D. Terms

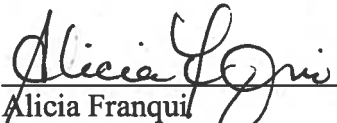
- 1. The act of signing the Agreement to Separate is an irrevocable commitment. For informational purposes, a copy of the Agreement to Separate letter shall be appended hereto.
- 2. This Letter of Agreement shall remain in effect until June 1, 2023, unless the parties invoke paragraph D.3 below.
- 3. In the event the parties desire to extend or renegotiate this Agreement, in whole or in part, notice shall be given to either party thirty (30) days prior to the expiration of this Agreement.
- 4. This Letter 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.

For the University:




Andrés Acebo
EVP and University Counsel
Date: 12/13/2022




Alicia Franqui
AVP, Human Resources

For the Union:



Barbara Hildner, President Local 1839
Date: 12-14-22



William Calathes, Chief Negotiator
Date: 12-14-22

On behalf of the Council, AFT:



Debra L. Davis, Sr. Staff Representative
Date: 12-14-22