

LETTER OF AGREEMENT
Voluntary Separation
(Voluntary Retirement or Resignation)

American Federation of Teachers AFL-CIO, LOCAL 1796
-and-
WILLIAM PATERSON UNIVERSITY

WHEREAS, during the Spring 2020 semester, a global pandemic associated with the novel coronavirus, COVID-19, prompted a nationwide shutdown of public establishments and business of every type and nature, in New Jersey and throughout the country, to protect the health and safety of its citizens, and which presently continues, and

WHEREAS, the public health emergency related to COVID-19, Executive Order 104 and other governmental actions required major campus closures and changes in operations that have caused unforeseen and unprecedented reductions in revenues and increases in costs for the University, which will flow through beyond FY 21 and

WHEREAS, William Paterson University discontinued in-person instruction and services as a result of the pandemic and related directives from the Governor of the State of New Jersey, but continued to offer instruction to students through distance and remote learning, and to make extensive modifications and adjustments in all aspects of instruction, research, and campus operations and may be compelled to do so for the foreseeable future, and

WHEREAS, William Paterson University incurred and is continuing to incur significant expenditures, reductions in campus operations revenues, and reductions in state operating appropriations due to the pandemic, and

WHEREAS, due to the economic crisis caused by the pandemic, and to achieve personnel salary savings for FY 21 to further mitigate against future layoffs,

IT IS ON THIS DAY OF November 10, 2020, William Paterson University (the University) and the William Paterson University American Federation of Teachers, Local 1796, (the Union) HEREBY AGREES AS FOLLOWS:

1. The intent of this Memorandum of Agreement is to offer a financial incentive to retire/resign to certain eligible long-term AFT unit members whose retirement or resignation would generate savings to the University.
2. The University recognizes the valuable contributions of these individuals and respects their many years of service to the institution and community.
3. The University would benefit from the cost-savings in salary and benefits from individuals who agree to retire or resign.
4. Eligibility:

Full-time unit members with a minimum of ten years of service who are in active pay status shall be considered for this incentive on a case-by-case basis. Employees in the following departments/disciplines who otherwise meet eligibility requirements will be automatically

approved unless unusual circumstances exist. All evaluations are done at the discretion of management and a determination of ineligibility shall not be subject to the grievance procedure.

5. Health Benefits in Retirement

- a. A retired employee means a person who is eligible for coverage in the State Health Benefits Program in the retiree group whose benefits are based on twenty-five (25) years of pension service credits and pursuant to Letter of Agreement IV of the parties' Collective Negotiated Agreement.
- b. Employees who have not attained twenty-five (25) years of pension service credit may extend their active employee group coverage by enrolling in COBRA coverage for a period of eighteen (18) months after termination of employment. The employee is responsible for paying the cost of coverage under COBRA, which is the full group rate plus a two percent (2%) administrative fee.
- c. The University agrees to provide eligible employees with relevant information on enrollment requirements for health benefits in retirement.

6. Consideration:

In consideration for their agreement to retire or resign, AFT eligible unit members who retire/resign within the framework of this agreement:

- will be paid up to 26 weeks of pay if they separate on February 1, 2021 (faculty and staff), and will be paid up to 13 weeks if they separate on April 1 (staff and librarians) or June 1, 2021 (faculty). Specifically, the University will pay 1 week for every year of service for those separating before February 1, and ½ a week for every year of service (up to 13 weeks) for those leaving on or after April 1.
- payout for employees retiring/resigning on January 1 will be made in equal pay period installments over 26 weeks. Payout for employees who retire/resign by April 1 and June 1 respectively will be paid in equal pay period installments from the date of resignation until June 30.
- must provide 45-days' notice before resignation/retirement date. In the event a 45-day notice is not feasible, a minimum of 30-days' notice is required in order for the request to receive full consideration. Please note that adhering to stricter notice requirements increases the likelihood of approval of the requests. Such notice shall be in writing to: humanresources@wpunj.edu

7. AFT unit members who agree to retire/resign pursuant to this Memorandum of Agreement shall have an effective retirement/resignation date of April 1, 2021, June 1, 2021 or February 1, 2021.

8. The University agrees to assist employees with processing their retirement applications to the Division of Pension and Benefits to expeditiously effectuate the retirement date.

9. The Union and participating AFT unit members agree that retirement/resignation under the terms of this Memorandum of Agreement is an irrevocable agreement to retire/resign and must sign an agreement stating such.

10. Employees who retire or resign under the provisions of this Agreement, are precluded from re-applying for a position on or before a one-year break in service.

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 Article 6.

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 retire/resign and acceptance of the monetary incentive to retire/resign does not preclude any participating AFT member from applying for retirement/resignation benefits provided by the parties Collective Negotiated Agreement.

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

FOR THE UNIVERSITY

FOR THE UNION:

Date: November xx, 2020

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