

MEMORANDUM OF AGREEMENT
Voluntary Separation from Service Incentive Plan
American Federation of Teachers AFL-CIO ("AFT"), Local 2274
-and-
RAMAPO COLLEGE OF NEW JERSEY

In order to promote amicable employer-employee relations, Ramapo College of New Jersey (the "College") and the American Federation of Teachers AFL-CIO, Local 2274 (the "Union") hereby agree as follows in regard to a Voluntary Separation from Service Incentive Plan ("VSIP") that shall be available to certain members of the Union.

WHEREAS, State of New Jersey is realizing reduced actual tax revenue collections during the current fiscal year; and

WHEREAS, there is uncertainty regarding higher education funding in the upcoming Fiscal Year 2025 State budget, including appropriations for the College; and

WHEREAS, in light of the State's fiscal challenges the College is continuing its efforts to control operational expenditures and achieve personnel salary savings;

NOW, THEREFORE, IT IS ON THIS DAY OF February 16, 2024, that the College and the Union hereby agree as follows:

1. The intent of this Memorandum of Agreement is to offer a VSIP to certain eligible long-term Union members whose separation from service would generate personnel salary savings to the College.
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.
4. Eligibility:

- Full-time Union members with a minimum of 10 years of Ramapo College service by December 31, 2023, who meet the minimum service criteria set forth in Paragraph 5 below shall be considered for this incentive. Any eligible Union member who has, prior to the date of this Memorandum of Agreement, filed for retirement in 2024 may be considered for participation in the VSIP.
- Union members applying for the VSIP shall be evaluated on a case-by-case basis. All evaluations are done at the discretion of management and a determination of ineligibility shall not be subject to the grievance procedure.

5. Consideration:

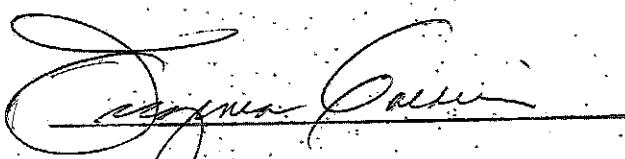
In consideration for their voluntary agreement to separate from the College, eligible Union members who separate from service within the framework of this Memorandum of Agreement on June 30, 2024 will be paid a specified percentage of their base salary as outlined in Exhibit A of this Memorandum of Agreement.

6. Application to the VSIP:

- To apply for separation, the Notice of Intent to participate in the VSIP (the form of which is annexed hereto as Exhibit B) and an executed Separation Election Agreement and Release (the form of which is annexed hereto as Exhibit C) must be received by the College's People Operations & Employee Resources Department by April 30, 2024.
 - Applicants who are accepted for participation in the VSIP will be notified of acceptance by May 10, 2024.
 - Failure to submit the Application for Voluntary Separation and Separation Election Agreement and Release by April 30, 2024 shall be a non-revocable decision to not participate in the VSIP.
7. The College may limit the number of participants in the VSIP based on business continuity and campus needs or any other operational reason. In the event there are multiple applicants within the same unit that, for operational reasons, cannot all be approved for participation in the VSIP, approval will be based on seniority of service as a College employee. Approved participants may also be required to delay the effective date of separation from service based on departmental and/or campus needs, however, in no event will an approved employee be informed of the delay later than June 30, 2024. If an approved applicant chooses to not participate in the VSIP, the College reserves the right to offer participation in the VSIP to a previously denied applicant. The College may discontinue the VSIP at any time without notice in its sole discretion and Union members shall have no expectation that the VSIP will be renewed in the future. Discontinuation of the VSIP shall have no effect on any applicant who has been accepted for participation in the VSIP prior to the discontinuation.
8. AFT unit members who agree to separate from service pursuant to this Memorandum of Agreement shall have an effective separation date of June 30, 2024-July 1, 2024.
9. The College agrees to assist Union members who are eligible to retire from State service with the processing of their retirement applications to the Division of Pension and Benefits to expeditiously effectuate timely retirement.
10. The Union and participating Union members agree that separation under the terms of this Memorandum of Agreement is an irrevocable agreement to separate from service with no expectation of rehiring and must sign an agreement stating such.
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 under this Memorandum of Agreement does not preclude any participating Union 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.

IN WITNESS WHEREOF, the Union and the College have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.



FOR THE COLLEGE:

March 5, 2024

Date:



FOR THE UNION:

March 5, 2024

Date: