

Memorandum of Understanding (MOU) between Stockton University (University)

and

American Federation of Teachers (SFT), Communications Workers of America (CWA), International Federation of Professional and Technical Engineers (IFPTE) (collectively "the unions")

Whereas, the current COVID-19 pandemic and the impact of the pandemic on the University's financial resources and revenues has created a great deal of stress and uncertainty concerning University operations; and

Whereas, the State of New Jersey and The American Federation of Teachers (AFT), CWA and IFPTE entered into separate Agreements in 2020 implementing a furlough in lieu of layoffs and the deferral of across-the board (ATB) increases; and

Whereas representatives of the unions have jointly requested that the University consider how best to mitigate the impact of pandemic-related employment actions.

Therefore, the University will undertake the following:

1. The University shall host a COVID-19 Employee Recognition Day in the Fall of 2021.
2. The University shall create a Task Force on Telecommuting to investigate the possibility of offering telecommuting to employees, comprised of members of the Administration as well as union-designated members.
3. The University shall not require non-essential CWA and IFPTE employees, managers, Confidential employees and SFT Professional Staff to work on November 26, 2021 (day after Thanksgiving) and December 27, 28, 29 and 30, 2021. Such employees shall not be required to use accrued leave time and the University shall compensate them at their regular rate of pay. These five days must be taken on the days designated above and cannot be substituted or carried over. Essential employees required to work on the aforementioned dates must have written approval from their Divisional Executive to do so and shall be compensated at the overtime rate with pay or Compensatory time, as applicable in addition to their regular rate. Payroll will designate a Leave Code to assure that overtime is properly compensated.
4. In addition to their annual school-distributed Professional Development Funds, all full-time faculty shall be eligible for additional Professional Development Funds up to \$1,500.00 each. Permanent part-time faculty (i.e. 50% and 75% positions) will be eligible for a proportionate amount commensurate with their part-time status. These funds shall be used in Fiscal Year 2022 and are subject to existing institutional travel and procurement protocols. SFT shall work with Academic Affairs to promote faculty utilization.
5. The University shall increase funding for the adjunct faculty Professional Development Program to \$15,000 for Fiscal year 2022, to be used during Fiscal Year 2022. The SFT shall work with Academic Affairs to promote adjunct faculty utilization.
6. The University acknowledges the unique work circumstances that arose due to the COVID-19 pandemic. These initiatives shall not constitute a past practice or precedent and shall not be referred to with respect to any other matters and/or issues between the University and any union or individual.
7. The Parties agree that this MOU represents the complete and final agreement inclusive of the above stated matters whether or not specifically discussed and hereby waive any right to further negotiation/discussion related to any issues herein.
8. The University is not waiving any managerial prerogatives nor admitting any liability or any violation of the Parties' collective negotiations agreement or any provision of the New Jersey Employer/Employee Relations Act.
9. This MOU shall not serve to amend, modify, or change the existing terms of the collective negotiations agreements between the parties. Nothing herein is intended nor should it be construed to be, in any way, negotiations between the University and any union.

In witness of this Memorandum, having read and understood the terms and having agreed to be bound by each of the terms stated in this Memorandum, the Parties affix their signatures below.

On behalf of SFT

On behalf of Stockton University

Emari DiGiorgio

Date: 6.24.2021

Date: _____

On behalf of CWA

Date: _____

On behalf of IFPTE

Date: _____

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On behalf of SFT

On behalf of Stockton University

_____ Date: _____

_____ Date: _____

On behalf of CWA

Julie E. Rose

Date: 6/24/21

On behalf of IFPTE

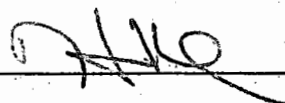
_____ Date: _____

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On behalf of SFT

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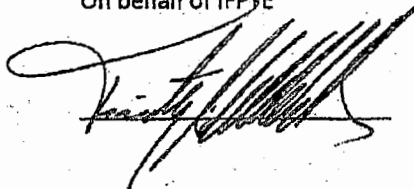


Date: 6-24-21

On behalf of CWA

_____ Date: _____

On behalf of IFPTE



Date: 24 June 2021