



**MEMORANDUM OF UNDERSTANDING**

**SSU/SEA Collective Bargaining Agreement 2015-2018**

**Re: Voluntary Retirement Incentive**

WHEREAS: ARTICLE 16 Section 1 states the bargaining unit members have retirement benefits under the State of Ohio retirement plans (STRS and ARP), and contains no provision for a voluntary retirement incentive; and

WHEREAS: both parties agree to offer bargaining unit members who qualify for retirement under the State of Ohio retirement plans an additional voluntary incentive;

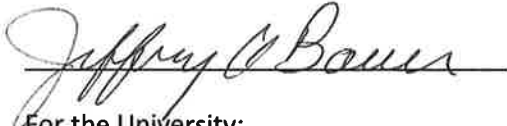
THEREFORE, BE IT RESOLVED that the parties agree to establish a non-recurring, non-precedent setting voluntary retirement incentive to be applied only at the end of calendar year 2018 *as follows*:

**ARTICLE 16, Section 1 Retirement Plans**

1. The University will offer a voluntary retirement incentive to those bargaining unit members who are eligible to retire under state retirement guidelines and retire on or before January 1, 2019.
2. The University will provide the voluntary retirement incentive to bargaining unit members from any academic department (hereinafter "voluntary retirees"). The incentive will include payments in the aggregate amount of 25% of each voluntary retiree's AY 18-19 base salary. This incentive payment will be made in two payments: one on or around January 1, 2019; and the second on or around January 1, 2020.
3. Medical insurance supplement: voluntary retirees will receive two taxable payments in the amount of \$5,000. The first \$5000 payment will be made on or around January 1, 2019 and the second \$5000 payment on or around January 1, 2020.
4. Shawnee State bargaining unit service seniority dates will be used to prioritize those receiving the incentive from among the members applying for the incentive; any prior service with a state entity other than Shawnee State, the military, the federal government or a political subdivision of any state shall not be included in this seniority determination.
5. The university, in its sole discretion and based on operational need, may limit the number in that department to the most senior applicants, using the same measure of seniority discussed in paragraph 3, above.

6. The University will allow post retirement, part time instructional opportunities for voluntary retirees under these conditions:
  - The University has the sole right to determine the need for the instructor in each course;
  - The voluntary retiree will be paid at the overload rate as established by SEA – SSU CBA.
  - The voluntary retiree may teach one course in each semester of the academic year at this rate.
  - The post retirement benefit discussed in this paragraph is available up to two years following the retirement date.
  
7. Bargaining unit members must declare retirement following the guidelines of the Shawnee State University Voluntary Retirement Incentive plan.
  - **Eligibility Notification** – Human Resources will send an eligibility letter to those individuals whose records indicate they may be eligible to participate in the Plan. An employee who thinks he/she may be eligible but does not receive a letter by November 1, 2018 should contact Human Resources.
  - **Application** – Employees who wish to participate in the Plan must submit an application to Human Resources. The window period begins October 15, 2018 and closes November 29, 2018
  - **Acceptance of Applicants** – University will review applicants and determine applicants to be accepted to participate in the Plan. Applicants who are accepted will be notified within 7 days of the window period close date (no later than December 6, 2018).
  - **Acceptance of Offer** - Applicants who are accepted will have 5 days (no later than December 11, 2018) to accept the offer of the retirement incentive and submit their irrevocable resignation on the form provided by the University.
  - **Acceptance of Retirement** – The University will provide written acceptance of the employee's retirement.
  
8. A member's decision to apply for this incentive shall not be considered with respect to any other terms and conditions of that member's employment.
  
9. Those members who apply for and are selected for the voluntary retirement incentive shall be required to sign a waiver and release of all claims against Shawnee State as a condition of being accepted for the program.

10. The voluntary retirement incentive is not available to the bargaining unit members who have already retired, been previously notified of non – renewal, or submitted paperwork to retire as of the date of this MOU.



For the University:

Jeff Bauer, Ph.D. (date)

Interim President, Shawnee State University



For the Association:

Eugene Burns, Ph.D. (date)

President, Shawnee Education Association

