



MEMORANDUM OF UNDERSTANDING

SSU/SEA Collective Bargaining Agreement 2015-1018

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 AY17-18 *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.
2. The University will provide the voluntary retirement incentive to a maximum of 12 bargaining unit members, including not more than three (3) bargaining unit members from any academic department (hereinafter "voluntary retirees"). The incentive will include payments in the aggregate amount of 75% of each voluntary retiree's AY 17-18 base salary. This incentive payment will be made in three payments on or around May 30, 2018; on or around November 30, 2018, and the balance on or around May 1, 2019.
3. For each voluntary retiree, as defined above, the University will provide an additional medical insurance supplement based on their medical insurance enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one time, taxable payment of \$8,000; voluntary retirees in single tier of coverage will receive a one time, taxable payment of \$4,000.
4. The University will provide a vacation payout for voluntary retirees for any unused vacation up to 80 hours or in the amount of \$3,000, whichever is less.
5. 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 50% of their pro rata pay (based on AY17-18 base pay);

- The post retirement benefit will follow the hours limits for adjunct instruction established in the CBA (i.e., twelve (12) or fewer contractual hours per semester and no more than nineteen (19) contractual hours per academic year); and
 - The post retirement benefit discussed in this paragraph is available up to two years following the retirement date.
6. If more than 12 bargaining unit members seek the incentive, seniority dates (based on Shawnee State bargaining unit service) will be used to prioritize those receiving 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 (collectively, “non-SSU service”) shall not be included in this seniority determination. Similarly, if more than 3 bargaining unit members from any academic department seek the incentive, the University may limit the number of applicants to 3 from that department, prioritized by seniority. Shawnee State University bargaining unit seniority dates will be used to prioritize those receiving the incentive and non-SSU service will not be considered.
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 should contact Human Resources no later than November 30, 2017.
 - **Application** – Employees who wish to participate in the Plan must submit an application to Human Resources. The window period begins October 16, 2017 and closes November 30, 2017 (assuming BOT approval received on October 13, 2017)
 - **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 14 days of the window period close date.
 - **Acceptance of Offer** - Applicants who are accepted will have 14 days 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.

In the event of rescission(s) or refusal(s) pursuant to this paragraph that results in less than 12 members accepting the voluntary retirement option, the university may offer the incentive to the member(s) with the next highest Shawnee State seniority in attempt to bring the number of acceptances to 12. A member's decision to apply for this incentive shall not considered with respect to any other terms and conditions of that member's employment."

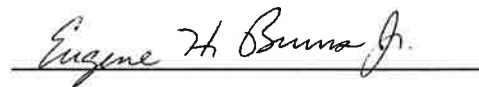
8. The voluntary retirement incentive is not available to the bargaining unit members who have already retired, been previously notified of non – renewal, or submitted paperwork to retire as of the date of this MOU.



For the University:

Rick Kurtz, Ph.D. (date) 10/2/17

President, Shawnee State University



For the Association:

Eugene Burns, Ph.D. (date) 10/2/17

President, Shawnee Education Association

