

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this ____ day of August 2013, by and between the Board of Higher Education acting by the Council of Presidents of the State Universities (jointly, "the Board") and the Massachusetts Teachers Association, acting by the Massachusetts State College Association (jointly, "the Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement effective July 1, 2012; and

WHEREAS, the Board and the Association wish to provide for a Retirement Incentive for certain unit members.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the Board and the Association hereby agree as follows:

The employer will pay to each unit member who satisfies the following conditions a Retirement Incentive of \$10,000.00, or the pro-rated equivalent for salaried part-time unit members, within sixty (60) days after retirement:

1. The individual is a full-time, tenured or tenure-track unit member or a salaried part-time faculty member employed or on an approved leave of absence for the Fall 2013 semester;
2. The unit member is presently eligible, or will be eligible by his/her retirement date, to retire pursuant to the requirements of the State Retirement Board or Optional Retirement Plan and elects to do so by filing with the Retirement Board or the Optional Retirement Plan vendor, as applicable, on or before December 31, 2013; and
3. The unit member resigns his/her position for the purpose of retiring from service to the Commonwealth on or before December 31, 2013.

The president of the each institution agrees to authorize payment of the Retirement Incentive to all unit members at the institution who are eligible under this Incentive and who apply by November 1, 2013, unless the president decides to limit the number of Retirement Incentives available to members of the MSCA unit. If the president decides to limit the number of Retirement Incentives available to the MSCA unit, the president shall notify the chapter president of the limit no later than the close of the workday on September 20, 2013. In the event a greater number of individuals seek Incentives than the institution has made available, the institution will authorize Incentives on the basis of the individuals' years of membership in the bargaining unit.

Notwithstanding the 90-day notice necessary to receive one's sick-leave buy-back, the presidents agree that each such member retiring under this Incentive shall receive the sick-leave buy-back due him/her under the 2012-2014 collective bargaining agreement.

The presidents agree to waive for individuals applying for this Incentive the requirement that a unit member who has returned from, or who is currently on, a sabbatical leave return to the service of the University for a period equal to twice the length of such sabbatical leave.

The Commonwealth will withhold taxes from the Retirement Incentive payment. The Commonwealth will not regard the payment as regular compensation for purposes of determining a unit member's retirement allowance.

If a unit member who receives a Retirement Incentive accepts employment in other than an elected position with an executive branch agency (including an institution of public higher education) on a full-time basis prior to January 1, 2015, the unit member shall return the Retirement Incentive payment. Notwithstanding the immediately preceding sentence, the unit member may teach in any institution's program of continuing education, as a part-time faculty member in the day program, or work on less than a full-time basis in a manner that complies with the requirements of M.G.L. c. 32.

WHEREFORE, the parties hereto hereunder set their signs and seals on the date first above written.

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION

By: _____
Mary Grant
Chair, Council of Presidents

By: _____
Christopher J. O'Donnell
President, Massachusetts
State College Association