

Salem State University Voluntary Separation Incentive Program 2019

MSCA EMPLOYEE INFORMATION

Salem State University is offering a voluntary separation incentive program to MSCA faculty and librarians, as set forth below. Please note the special terms of this program found at the end of this document.

FACULTY WITH 25 YEARS OR MORE OF CREDITABLE STATE SERVICE AS OF JUNE 30, 2019

Date of Notice to Employees	Date of Commitment to University of Participation	Date of Separation	Pay-out Amount	Eligible Employees
June 3, 2019	No later than July 15, 2019	August 31, 2019 or December 28, 2019	100% of annual salary (minus stipends or additional monies)	Faculty*

- Faculty must notify the University on or before July 15, 2019 of their interest in being considered for the incentive. No applications will be accepted after the deadline.
- The University will pay faculty with 25 years or more of state service **100% of their annual salary as of May 31, 2019**, including any contractual salary increases up through that date, but not including chair stipends, stipends or additional monies that are in excess of salary, with payout dates as set forth below.
- Faculty must separate from the University (retire or resign) either on August 31, 2019 or December 28, 2019. Faculty may request one of these two dates. Should the University decide that date is not acceptable for a particular faculty member, that faculty member may, within two business days of the date notice was sent by the University, either agree to the other date, or withdraw his/her request for consideration.

For those separating on August 31, 2019, payout dates are as follows:

- 9/6/2019 25% of payout share and full leave payouts
- 1/24/2020 37.5% of payout share
- 3/20/2020 37.5% of payout share

For those separating on December 28, 2019, payout dates are as follows:

- 1/24/2020 25% of payout share and full leave payouts
- 5/15/2020 75% of payout share

- Faculty must sign a general release of claims.
- Other incentives:
 - For faculty who currently have excess workload credits equal to or greater than 12 semester hour credit instruction (SHCI) as of June 1, 2019: **in lieu of pay-out above**, faculty may “work

down" overload credits in units of 12 SHCI, by remaining on payroll but not teaching (but accruing creditable service for retirement purposes) with a lump sum payment of remaining monies to equal 100% of annual salary (as of May 31, 2019, including any contractual salary increases up through that date, but not including chair stipends, stipends or additional monies) once the balance of excess workload credits drops below 12 SHCI. Separation must occur by May 31, 2020.

- Faculty will be offered part-time or DGCE teaching opportunities of up to 10 SHCI per semester (fall and spring) for two years from the separation date, providing courses are available and the employee's performance is consistent with the university's expectation of part-time or DGCE faculty. These teaching assignments shall be governed by the day or DGCE contract, as appropriate. These appointments will be exempt from the limitation on sections taught by part-time faculty under Article XX, C(10) for two years.
- Retiring faculty may retain their current office space and parking privileges while continuing to teach, provided there are no competing department- or college-level reassignments of office spaces.
- Retiring faculty may be afforded an opportunity for emeritus status, with all attendant privileges, in accordance with existing emeritus guidelines at the University, if any.
- Faculty who took a sabbatical during AY2018-2019 will be exempted from the requirement to return to university service.
- Retiring faculty may receive a gift at the University's discretion.
- The University will waive the 90-day notice requirement for retiring faculty to be eligible for 20% of sick-leave buy-back.

FACULTY WITH 10 OR MORE, BUT FEWER THAN 25 YEARS OF CREDITABLE STATE SERVICE AS OF JUNE 30, 2019

Date of Notice to Employees	Date of Commitment to University of Participation	Date of Separation	Pay-out Amount	Eligible Employees
June 3, 2019	No later than July 15, 2019	August 31, 2019 or December 28, 2019	80% of annual salary (minus stipends or additional monies)	Faculty*

The same terms apply as articulated above **EXCEPT**:

- The University will pay faculty with 10 or more, but fewer than 25 years of state service **80% of their salary as of May 31, 2019**, including any contractual salary increases up through that date, but not including chair stipends, stipends or additional monies that are in excess of salary, with payout dates as set forth above.
- Other incentives:
 - Faculty who currently have excess workload credits equal to or greater than 12 SHCI as of June 1, 2019, **in lieu of pay-out**, faculty may "work down" overload credits in units of 12 SHCI as

described above, with a lump sum payment of remaining monies to equal 80% of annual salary, as outlined above.

MSCA LIBRARIANS

Date of Notice to Employees	Date of Commitment to University of Participation	Date of Separation	Pay-out Amount	Eligible Employees
June 3, 2019	No later than July 15, 2019	August 31, 2019 or November 2, 2019	100% of annual salary (minus stipends)	MSCA Librarians*

- Librarians must notify the University on or before July 15, 2019 of their interest in being considered for the incentive. No applications will be accepted after the deadline.
- The University will pay librarians with 25 years or more of state service **100% of their annual salary as of May 31, 2019**, not including stipends or additional monies that are in excess of salary, with payout dates as set forth below.
- Librarians must separate from the University (retire or resign) either on August 31, 2019 or November 2, 2019. Librarians may request one of these two dates. Should the University decide that date is not acceptable for a particular librarian, that librarian may, within two business days of the date notice was sent by the University either agree to the other date, or withdraw his/her request for consideration.

For those separating on August 31, 2019, payout dates are as follows:

- 9/6/2019 25% of payout share and full leave payouts
- 1/24/2020 37.5% of payout share
- 3/20/2020 37.5% of payout share

For those separating on November 2, 2019, payout dates are as follows:

- 11/15/2019 25% of payout share and full leave payouts
- 3/20/2020 37.5% of payout share
- 5/15/2020 37.5% of payout share

- Librarians must sign a general release of claims.
- Librarians will be eligible for part-time employment at the University as determined by the needs of the University and at the discretion of the University for two calendar years beginning on the separation date.
- Librarians who took a sabbatical during AY2018-2019 will be exempted from the requirement to return to university service.
- Other incentives:
 - Retiring librarians may receive a gift from the University.
 - University will waive 90-day notice requirement for retiring librarians to be eligible for 20% of sick-leave buy-back.
 - Librarians will be paid for unused vacation leave.

MSCA LIBRARIANS WITH 10 OR MORE, BUT FEWER THAN 25 YEARS OF CREDITABLE STATE SERVICE AS OF JUNE 30, 2019

Date of Notice to Employees	Date of Commitment to University of Participation	Date of Separation	Pay-out Amount	Eligible Employees
June 3, 2019	No later than July 15, 2019	August 31, 2019 or November 2, 2019	80% of annual salary (minus stipends)	MSCA Librarians*

The same terms apply as articulated above **EXCEPT:**

The University will pay MSCA librarians with 10 or more, but fewer than 25 years of creditable state service 80% of their salary as of May 31, 2019, including any contractual salary increases up through that date, but excluding chair or other stipends that are in excess of salary with payout dates as set forth below.

SPECIAL TERMS* (PLEASE READ CAREFULLY)**


1. This MOA between the MSCA and the Board of Higher Education is subject to ratification by the MSCA membership.
2. Submission of a member's intent to participate in the program is irrevocable once accepted.
3. The University reserves the right to limit the number of participants in this program or to postpone separation dates. While the University will endeavor to honor all requests, there may be limited instances, as determined solely by the University, where the University may limit participation.
4. Seniority by department will be used as the basis for determining which employees may participate.
5. The University will not discriminate based on race, color, religion, national origin, age, disability, gender, gender identity, gender expression, sexual orientation, genetic information, marital/parental status or veteran's status.
6. Those employees who receive an incentive payment and retire but are re-employed within the Executive Branch of the Commonwealth within one (1) year of the effective date of their retirement shall return the incentive payment. Retired unit members who receive an incentive payment, however, may accept part-time employment with the Executive Branch of the Commonwealth including teaching on a part-time basis or DGCE program, subject to limitations upon annual hours worked provided by state law.
7. The incentive payout is taxable income subject to withholdings, and not earnings for purposes of determining retirement allowances.
8. *Faculty and MSCA librarians who have already informed the University or the State Retirement Board or the Optional Retirement Plan on or before May 1, 2019 of their intention to retire or resign shall not be eligible for this Program, even if the faculty member or MSCA librarian defers their retirement.
9. This MoA is subject to Art. XI of the parties' labor agreement, however, grievances concerning the financial scope of the program, the choice of departments to be affected and operational judgments of the university shall not be processed or heard beyond Step 2 of the grievance procedure set forth in Article XI of the labor Agreement between the Board of Higher Education and the Massachusetts Teachers Association/NEA/Massachusetts State College Association.
10. All terms of the labor agreement not specifically modified herein shall remain in force and effect.

The Board of Higher Education

The Massachusetts State College Association
MTA/NEA

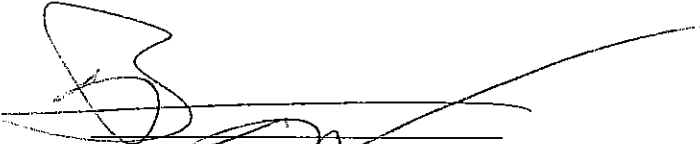


Michael J. Murray, Esq.
Director of Employee and Labor
Relations



C.J. O'Donnell, Ph.D.
President

Salem State University



Nate Bryant, Ed.D.
Chief of Staff

Date: