

MEMORANDUM OF AGREEMENT

KEAN FEDERATION OF TEACHERS, LOCAL 2187

-and-

KEAN UNIVERSITY

WHEREAS, the University would like to offer an option to certain eligible long-term AFT unit members to separate from Kean University and generate savings to the University.

IT IS ON THIS 18th DAY OF May, 2023, Kean University (the University) and the Kean Federation of Teachers, Local 2187, (the Union) HEREBY AGREE AS FOLLOWS:

1. The intent of this Memorandum of Agreement is to offer an option to certain eligible long-term AFT unit members to separate from Kean University and generate savings to the University.
2. The University recognizes the valuable contributions of these individuals and respects their many years of service to the institution and community.
3. The University would benefit from the cost-savings in salary and benefits from individuals who agree to separate from Kean University.

4. Program Guidelines:

The decision to apply for participation in the program by any eligible employee is strictly voluntary on the part of the employee. Members with fifteen (15) years of continuous benefitted employment at Kean University or more shall be eligible to apply. Evaluations are conducted at the discretion of management. Inquiries will be evaluated on a case-by-case basis but acceptance is not guaranteed. The University's determination regarding a member's application shall not be subject to the grievance process. Employees who have given notice to their supervisor and/or Human Resources of their intent to retire or resign prior to the signing of this agreement are not eligible for participation in this program.

In consideration for their agreement to separate, AFT eligible unit members who opt to separate on or before December 31, 2023, shall receive a lump-sum payment equal

to 25% of salary as soon as reasonably possible following January 30, 2024.

5. All requests for consideration shall be submitted on or before August 1, 2023. If a request is declined the applicant will be informed within 30 days of the receipt of their request.

6. The Union and participating AFT unit members agree that separation under the terms of this Memorandum of Agreement is an irrevocable agreement to separate.

7. The parties agree that this Memorandum of Agreement shall not be subject to the grievance procedure other than to enforce the payment provisions of Article 5.

8. This Memorandum of Agreement shall not be deemed to set a precedent and shall not be cited in any other forum for any purpose except to enforce its terms.

9. Eligibility to participate in the voluntary separation program does not automatically make the employee eligible for retirement benefits under any institutional, state or deferral retirement program. This agreement does not preclude any participant from applying for retirement benefits provided by the parties Collective Negotiated Agreement.

10. Nothing herein precludes professional staff and librarians with twenty-five (25) years of pension service credits from receiving retirement benefits provided by Article XXXII, Section B.

11. This Memorandum of Agreement shall not serve to modify the parties Collective Negotiated Agreement.

FOR THE UNION:

Frank Argote-Freyre
Frank Argote-Freyre (May 19, 2023 17:17 EDT)

Date: May 19, 2023

FOR THE UNIVERSITY:

Zahra Estrella-Chambers
Zahra Estrella-Chambers (May 19, 2023 22:16 EDT)

Date: May 19, 2023