



KEAN FEDERATION OF TEACHERS

An Association of Professors, Professional Staff and Librarians

Local 2187, American Federation of Teachers

Kean University, Union, N.J. 07083

Phone 908 737-3925 Fax 908 737-3929

Letter of Agreement (LOA) # 153

**"Retirement Incentive / Voluntary
Separation Program - Summer 2021"**

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 DAY OF July 20, 2021, 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:

Members with twenty (20) years of service 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. If a request is declined the applicant will be informed within 30 days of the receipt of their request.

5. In consideration for their agreement to retire, AFT eligible unit members who opt to separate by December 31, 2021, shall receive a lump-sum payment equal to:

Salary of \$115,000 or higher – 40%;

Salary of \$100,000 or higher – 30%

Salary of less than \$99,999 -25%.

as soon as reasonably possible following December 31, 2021.

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. Acceptance of the payment in agreement to separate does not preclude any participating AFT member from applying for retirement benefits provided by the parties Collective Negotiated Agreement.

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

FOR THE UNIVERSITY:



Zahir D. Estrella-Chambers

FOR THE UNION:



Frank Argote-Freyre