

MEMORANDUM OF UNDERSTANDING RETIREMENT/RESIGNATION INCENTIVE PLAN– SERVICE EMPLOYEES

The purpose of this Memorandum of Understanding is to document the parties' understanding on a Retirement/Resignation Incentive Plan between the Baldwin-Whitehall School District, hereinafter called the "EMPLOYER", and the Baldwin-Whitehall Service Employees' Association, hereafter called the "ASSOCIATION", as of June 5, 2019, the date of this Memorandum.

It is agreed and understood that the signatures of the parties' representatives below are authorized and bind the parties to this Memorandum.

Early Retirement/Resignation Incentive

1. **School Service.** To be eligible to participate in the Retirement/Resignation Incentive Plan, an employee must have been a permanent employee, employed a minimum of seven and one half (7 ½) hours per day and ten (10) months per year by the Employer as of May 2019, and have been an employee of the Baldwin-Whitehall School District for not less than ten (10) years.
2. **Retirement Deadline.** Each eligible employee must submit an irrevocable letter of retirement/resignation to be received by the Office of the Superintendent by July 1, 2019, with an effective date of no later than December 31, 2020. Once received by the District, the employee's retirement/resignation cannot be rescinded.
3. **Retirement/Resignation Incentive.** An eligible employee electing to retire/resign under the terms of the Early Retirement/Resignation Incentive shall choose ONE (1) of the following incentive options:
 - a. **Employer Contributed Investment.** In lieu of participation in the District provided health insurance continuation, each eligible retired/resigned employee shall receive an annual payment of five thousand dollars (\$5,000) for a maximum period of five (5) years to be deposited in a 401(a), 403(b), 457(b), Traditional IRA or other qualified plan of the employee's choice.
 - b. **Health Insurance Continuation.** An eligible retiring/resigning employee may elect continuation of medical insurance coverage for the retired/resigned employee for a period of five (5) years in accordance with the Employer's group plan described in Article XII, Section A of the Collective Bargaining Agreement. This Early Retirement/Resignation Incentive Plan does not provide any coverage for dependents or dental, vision, or life insurance.
 - i. If the medical insurance group plan is modified in accordance with the Collective Bargaining Agreement, the retired/resigned employees shall be notified and shall be required to change medical insurance plans to comply with such modifications.

Memorandum of Understanding
Early Retirement Incentive

- ii. Each eligible retired/resigned employee who subscribes for the health insurance continuation after retirement/resignation benefit will be credited with an Employer funded health insurance contribution in an amount equal to Individual/Single Coverage.
- iii. The Employer funded insurance premium contributions will become effective for the first full month upon date of retirement/resignation, or once earned benefits have terminated and shall continue for a period of five (5) years, or until the first full month following the employee's attainment of Medicare eligibility, whichever is the first event to occur.
- iv. Participating retired/resigned employees will be required to contribute the amount of the monthly health insurance premiums above the level of Individual/Single Coverage (if desired) not funded by the Employer premium contributions. Any payment for premiums due from the retired/resigned employee shall be paid to the District Business Office on or before the tenth of the month preceding the month that the premium is due. If the premium has not been received by the District Business Office by the above stated deadline, that in itself will be proof that the employee has chosen to withdraw from this Early Retirement/Resigned Incentive Plan and the Employer group health insurance plan. Notice of any premium increase will be provided to the retired/resigned employee at his/her last known address in the Employer's records as furnished by the retired/resigned employee. It is the retired/resigned employee's responsibility to notify the District Business Office of any address changes.

- 4. **Retirement Allowance.** In addition to terms included in Paragraph 3 of this document, an eligible employee electing to **retire** under the terms of this Retirement/Resignation Incentive Plan Memorandum shall receive the retirement benefits set forth in Article XII. G. and H. of the current Collective Bargaining Agreement between the parties. Employees that resign under this Incentive Plan shall not be eligible for the Retirement Allowance.
- 5. **Appendix A and I Revision.** The parties agree to revise the current Appendix A – Category I – Mechanics and Appendix I – Maintenance: Compensation Schedules in the current Collective Bargaining Agreement for all newly hired permanent employees as of July 2019, incorporating steps, consistent with Article XVIII, Section A.2. The rates of pay will be as follows:

	2019-2020	2020-2021	2021-2022
Step 1	\$24.24	\$24.55	\$24.86
Step 2	\$26.90	\$27.25	\$27.59
Step 3	\$30.59	\$31.36	\$32.14

Pay rates for substitute and probation shall remain as indicated in the CBA.

- 6. **Minimum Number of Retirements.** In order for the provisions of this Memorandum to become effective, at least four (4) employees who were actively employed in June of 2019 must submit such letter of retirement/resignation to the Superintendent of Schools on or before July 1, 2019.

Memorandum of Understanding
Early Retirement Incentive

If at least four (4) employees do not retire in accordance with the eligibility requirements as set forth above, all provisions of the Memorandum shall be null and void.

7. **Effective Dates.** This Memorandum shall become effective immediately upon execution by both the Association and the Employer. This Memorandum shall be subject to the grievance procedure in the collective Bargaining Agreement.
8. **Waiver.** The parties each waive the right to engage in any further discussions and or collective bargaining on any retirement incentive plan of any kind until January 2021, unless mutually agreed to otherwise by the parties

WITNESS the execution hereof this 12th day of June, 2019.

Attest

Theanita Hampson
Secretary of the School Board

BALDWIN-WHITEHALL SCHOOL DISTRICT

[Signature]
President of the School Board

Attest

[Signature]
Secretary of the BWSEA

BALDWIN-WHITEHALL SERVICE
EMPLOYEES' ASSOCIATION

[Signature]
President of the BWSEA