

CAL STATE EAST BAY

2024 Voluntary Separation Incentive Program (VSIP) TERMS AND CONDITIONS

SECTION I - PURPOSE

As part of an effort to reduce the structural budget, California State University, East Bay (“Cal State East Bay”) is implementing this 2024 VOLUNTARY SEPARATION INCENTIVE PROGRAM (“2024 VSIP”), intended to encourage employees to voluntarily separate with a severance package on June 30, 2024.

This is a one-time, non-precedent setting program. If you want to participate in the 2024 VSIP, please read the following TERMS AND CONDITIONS and APPLICATION (Attached here as Exhibit 1), and submit your application to Human Resources (SA Building, Suite 2600) or via Adobe Sign beginning 8:00 A.M., PDT, April 2 – May 1, 2024 at 5:00 P.M., PDT.

Participation in the 2024 VSIP will require you to execute separation agreements, including a general release of claims, as further explained below. Employees need to be eligible to retire in CalPERS by June 30, 2024 to participate in the 2024 VSIP.

SECTION II - TERMS AND CONDITIONS

The University hereby implements the 2024 VSIP with the following terms and conditions. Employees must meet the Eligibility criteria below to Participate in the 2024 VSIP.

1. Eligibility

1.1. Employee Status – As of the application deadline on May 1, 2024, and continuing up until the date and time of the employee’s separation determined in accordance with the 2024 VSIP, an employee must be a current:

- i Cal State University, East Bay state-side represented employees in a permanently funded position;
- ii Employee in a permanent position; (including those who have permanency in a previous position and are currently probationary in a new position with no break in service.)
- iii Full-time tenured and tenure track faculty

1.2. Ineligible Classifications/Appointment Types

- i. Management Personnel Plan (M80)
 - ii. Confidential
 - iii. Faculty Early Retirement Program (FERP) current participants
 - iv. Rehired Annuitants
 - v. Temporary and Probationary Employees
- 1.3. CalPERS Service Retirement Eligibility Required – As of June 30, 2024, an employee must be CalPERS service retirement eligible. To determine your eligibility, please contact CalPERS at 1-888-CalPERS (1888-225-7377). Please note that there is no requirement to retire, only that the employee is eligible to retire. Human Resources is not authorized to determine CalPERS eligibility.
- 1.4. Years of Service to the University – As of June 30, 2024, employees must have at least ten (10) or more years of service to Cal State East Bay to be eligible. Service does not need to be served consecutively and excludes student employment.
- 1.5. Previous Notice of Retirement or Separation – Employees who have already established a retirement date effective June 30, 2024, are eligible for this program, provided that they comply with all terms and conditions of the 2024 VSIP.

2. **Severance Package**

Employees who voluntarily separate as part of the 2024 VSIP will be offered severance pay. In exchange for voluntarily separating and executing the separation agreement (which includes a release of all claims), employees will receive an amount equivalent to 50% of the employee's annual salary, up to a maximum cap of \$75,000 (maximum cap to be prorated for employees appointed for less than full-time). Severance pay is calculated using an employee's monthly base salary (prorated for employees appointed for less than full-time) at the time of the application deadline by 5:00 P.M. on May 1, 2024. The separation must occur on June 30, 2024, or later, depending on the agreement between the employee and Human Resources. Please see Section 3.2 for exceptions.

Employees, after receiving approval to participate in the 2024 VSIP and after signing the SEPARATION AGREEMENT & RELEASE, will receive one hundred (100) percent of the calculated severance amount on their last day of employment.

If an employee should choose to rescind their severance, they must notify Victoria Morris, Associate Vice President of Human Resources, by 5:00 P.M. on June 14th, 2024.

Note 1: For the purpose of calculating the amount of severance pay under this paragraph, only the employee's base salary for employment eligible in Section 1.1 above will be considered, up to 1.0 FTE. Examples of items not included in an employee's base salary include, without limitation, salary or other pay for appointments in excess of a 1.0 FTE, temporary appointments, salary or

other pay for employment not eligible under Section 1.1 above, stipends, shift differentials, and/or bonuses.

Note 2: Severance pay is taxable income and will be paid through the State Controller's Office. This income is not considered compensation earnable for purposes of calculating CalPERS retirement benefits. The payment will be taxed at the flat tax rate which includes Federal, California State, Medicare, and any other applicable deductions.

3. Limitations

3.1. No Entitlement

Submission of an APPLICATION is not an entitlement and not a guarantee of participation. All provisions of the 2024 VSIP are subject to change.

3.2. Critical Positions and Functions

At Cal State East Bay's discretion, some participants may defer their employment separation date beyond the standard separation period set forth above to allow Cal State East Bay to meet operational needs. Examples of such participants include those who may be serving in critical or hard-to-fill positions, with critical knowledge or skills, working on time-sensitive projects, and faculty with a teaching load for the current term. These decisions will be made in consultation with Human Resources and are subject to the approval of the Division Vice President and/or President.

3.3. Order of Application

Applications must be received by Cal State East Bay beginning 8:00 A.M., PDT on April 2 – May 1, 2024 at 5:00 P.M., PDT, to be considered. Complete applications will be processed by Human Resources on a first-come, first-served basis in the order in which the applications are received. Incomplete applications will not be processed and will be returned to the employee. There is no guarantee that an application will be processed before the termination of the 2024 VSIP. Termination of the 2024 VSIP may occur at any time at management's discretion, including but not limited to the expenditure of funds allocated to the 2024 VSIP.

3.4. Funding

A one-time allocation of funds has been earmarked for the 2024 VSIP. Once these funds have been assigned to approved participants, the 2024 VSIP will be closed to further applications. Terminations of the 2024 VSIP may occur immediately and without notice.

4. Application Process

4.1. Application

The APPLICATION must be completed accurately and signed by the employee. It is the employee's responsibility to collect all pertinent information before submitting the required documents to Human Resources. Approval of the Division Vice President and/or President is only required for separations occurring after June 30, 2024. Please note that in this instance, the employee still must sign the SEPARATION AGREEMENT & RELEASE after submitting the APPLICATION.

4.2. Deadline

APPLICATIONS must be submitted to Human Resources (SA Building, Suite 2600) or via Adobe Sign, as provided in the application form. Applications must be received by May 1, 2024, at 5:00 P.M. PDT.

4.3. Review of Application

Human Resources will review the employee's APPLICATION to confirm their eligibility to participate in the 2024 VSIP based on these TERMS AND CONDITIONS specified in this program and determine if the positions fall under section 3.2 Critical Positions and Functions. If it is determined that the position falls under 3.2 Critical Positions and Functions, Human Resources will consult with the employee and the Division Vice President and/or the President to determine a modified separation date.

4.4. Separation Date

Unless the separation date is deferred as per Section 3.2 Critical Positions and Functions, the separation date shall be on June 30, 2024. In all instances, the separation date is determined in conjunction with the appropriate administrator to ensure business continuity. If the employee intends to retire, it is highly recommended that the employee immediately contacts CalPERS, as the CalPERS retirement processing may take up to 3-4 months.

4.5. Execution of Irrevocable Separation Agreement & Release

Employee agrees that participation in the 2024 VSIP and receipt of the severance pay is conditioned on their voluntary resignation of employment from Cal State East Bay (including from any and all appointments and/or positions held with Cal State East Bay) and execution of the separation agreement. Employee acknowledges that their resignation is voluntary, permanent, and will be irrevocable as of the date of the execution of the SEPARATION AGREEMENT & RELEASE. Employee is required to waive any rights they may have under any applicable law, regulation, Collective Bargaining Agreement or policy to revoke or rescind their resignation.

5. Approval Process

If Human Resources confirms that the employee is eligible to participate in the 2024 VSIP, then Human Resources will conditionally approve the employee's APPLICATION. The approval is conditioned on the employee's timely execution of the SEPARATION AGREEMENT & RELEASE.

Human Resources will notify the employee of the conditional approval by email and send the employee the SEPARATION AGREEMENT & RELEASE. The SEPARATION AGREEMENT & RELEASE will include, among other provisions, a general waiver and release of all claims. The employee will have seven (7) business days from the date Human Resources sends the employee the notice of the conditional approval and the SEPARATION AGREEMENT & RELEASE to return an executed SEPARATION AGREEMENT & RELEASE to Human Resources in person or via Adobe Sign. Failure to return the executed SEPARATION AGREEMENT & RELEASE within the specified time period will result in the University rescinding the conditional approval of the employee's APPLICATION to participate in the 2024 VSIP.

6. Non-Waiver of Management Rights

The 2024 VSIP is not to be construed as a waiver of management's rights. The University retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by any current and respective Collective Bargaining Agreement. Nothing in this 2024 VSIP shall constitute a waiver of management's rights to enforce any articles under any Collective Bargaining Agreement, including but not limited to arti

