

CSU EAST BAY

Early Exit Program Terms & Conditions

View a printable (pdf) copy of the 2020-2021 CSUEB Early Exit Program Terms & Conditions by selecting the following button:

(This link will be made active as soon as the Terms & Conditions are finalized.)

As part of its efforts to manage budget reductions, California State University, East Bay (CSUEB) is implementing this EARLY EXIT PROGRAM (“EEP”), to provide employees who choose to voluntarily separate on or before December 30, 2020 with a financial severance package. This is a one-time, non-precedent setting program. Employees interested in participating in the EEP should carefully review the following TERMS AND CONDITIONS and APPLICATION. Participation in the EEP will also require the execution of irrevocable separation agreements, which will include a standard general release of claims, as further explained below.

TERMS AND CONDITIONS

The University hereby implements the EEP with the following terms and conditions:

1. Employee Eligibility

Employees must meet all of the criteria below to participate in EEP:

1. *Employees Status* - Employee must be a current CSUEB State-Side Management Personnel Plan employee (“MPP”), Confidential employee, or an employee with permanent status in a unionized position. Full-time faculty members (lecturers) with three-year contracts are also eligible. Temporary employees and probationary employees (unless they hold permanency in a state-side position) are not eligible. Rehired annuitants are not eligible to participate in the EEP; and
2. *CalPERS Service Retirement Eligibility Required* - Employees must be CalPERS service retirement eligible on or before December 30, 2020. To determine your eligibility please contact CalPERS at 1-888 CalPERS (1- 888-225-7377). Please note there is no requirement to retire, only that the employee is eligible to retire. Please **do not** call Human Resources to determine CalPERS eligibility; and
3. *Years of Service to the University* - Employees must have at least ten (10) years of state-side service to the University (CSUEB) as of December 30, 2020 to be eligible.

Service does not need to be served consecutively and excludes student employment; and

4. *No FERP* - Faculty currently participating in the Faculty Early Retirement Program (FERP) are not eligible. Additionally, faculty who participate in the EEP are not eligible to FERP after separation.
5. *Previous Notice of Retirement*– Current employees who have already established a retirement date are eligible for this program, provided they comply with all TERMS and CONDITIONS of the EEP.

2. Severance Package

Employees who voluntarily separate as part of the EEP will be provided severance pay. In exchange for voluntarily separating and executing separation agreements, including the release of claims, Employees will receive six months' salary or a minimum of \$30,000 (whichever is higher) up to a maximum cap of \$70,000. Severance pay is calculated using an employee's monthly base salary (prorated for employees appointed for less than full time) at the time of separation. Separation must occur on or before December 30, 2020 in most cases. Please see Section 3(ii) for exceptions. Employee shall be considered resigned effective December 30, 2020 or sooner.

The severance package is divided up into two parts. Employee will receive twenty (20) percent of the calculated severance package in exchange for signing the first separation agreement ("First Separation Agreement and Release") after getting conditional approval to participate in the EEP (as explained in Section 4(v)). Employee will receive the final eighty (80) percent of the calculated severance package for signing the final separation agreement ("Final Separation Agreement and Release") on their last day of employment.

The first installment (20%) of the severance package shall be paid within 30 calendar days after the separation date as indicated on the First Separation Agreement and Release and Final Separation Agreement and Release, provided the signed First Separation Agreement and Release is received by Human Resources within 14 days of it being sent to Employee. The second installment (remaining 80%) of the severance package shall be paid within 30 calendar days after the separation date as indicated on the First Separation Agreement and Release and Final Separation Agreement and Release, provided the Final Separation Agreement and Release is executed on the Employee's separation date. The second installment will be provided as one payment combined with the first installment. If the Employee fails to sign and submit the Final Separation Agreement and Release on the Employee's established separation date, the Employee will forfeit his/her/their right to the remaining 80% of the severance package.

Note: The Severance Package is taxable income and is to be paid through the State Payroll System. This income is not considered compensation earnable for purposes of calculating CalPERS retirement benefits.

3. Limitations

1. No Entitlement - submission of an application is not an entitlement and not a guarantee of participation. All provisions of the EEP are subject to change.
2. Critical Positions and Functions – in limited circumstances, and for employees occupying critical or hard-to-fill positions, with critical knowledge or skills, working on time-sensitive projects, it may be necessary to permit a delayed separation date to ensure business needs are met. Decisions to defer the separation date are at the sole discretion of the Divisional Vice President, in consultation with the President. In these cases, a separation date based upon business need will be determined.
3. In Order of Application- Applications must be **received on or before** 11:59 p.m., Monday, November 16, 2020 to be considered. *Completed* applications will be processed on a first come, first served basis by bargaining unit/employee category, in the order in which the applications are received. In order to balance operational needs, such applications will be processed with a cap of 15% per bargaining unit/employee category. Applicants beyond 15% in any bargaining unit/employee category will be accepted at the discretion of management. Bargaining units/employee categories will be identified as follows:

1. UAPD, R01
2. CSUEU, R02
3. CFA, R03
4. APC, R04
5. CSUEU, R05
6. Teamsters, R06
7. CSUEU, R07
8. SUPA, R08
9. CSUEU, R09
10. UAW, R11
11. Confidential, C99
12. Administrators (MPP), M80

Incomplete applications will be sent back to the employee and are not considered received or entered for processing. There is no guarantee an application will be processed before termination of the EEP. *Termination of the EEP may occur at any time at management's discretion including but not limited to expenditure of funds allocated to the EEP.*

4. Funding - A one-time allocation of funds has been earmarked for the EEP. Once these funds have been assigned to approved participants, the EEP will be closed to further applications. The EEP program is subject to termination at any time and may occur immediately and without notice.

4. Approval Process

1. Application Form - The Application Form, attached herein, must be filled out completely and be signed by the employee and the Division Vice President. Please note the employee must still sign the separation agreements after submitting the Application Form. *It is the Employee's responsibility to collect all pertinent information before submitting the Application Form to their Divisional Vice President.*
2. Deadline - Applications may be submitted via Adobe Sign or mail, as provided in the Application Form. Applications must be received by Monday, November 16, 2020 at 11:59pm. Employees are highly encouraged to use Adobe Sign to facilitate timely receipt of applications and to limit mail delivery and on-campus operations during the COVID-19 epidemic.
3. Irrevocable after Execution of Separation Agreement and Release- Employee agrees participation in the EEP and receipt of the respective severance pay is conditioned on the Employee voluntarily resigning from Employee's employment with CSUEB and executing the respective separation agreements. Employee acknowledges that Employee's resignation is voluntary, permanent, and will be irrevocable as of the date of execution of the First Separation Agreement and Release. Further, Employee will be required to waive any right Employee may have under any applicable law, regulation, Collective Bargaining Agreement or policy to revoke or rescind Employee's resignation.
4. Separation Date - *Unless the separation date is deferred as per Section 3(ii) Critical Positions and Functions, a separation date must be on or before December 30, 2020. In all cases, the Separation Date is determined in conjunction with the appropriate administrator after consulting with their Divisional Vice President to ensure business continuity and must be at least four (4) weeks following approval of the application. If the Employee intends to retire, it is highly recommended that the Employee immediately contact CalPERS as the CalPERS retirement processing may take up to 3-4 months.*
5. Execution of Separation Agreement - The appropriate administrator will review the Employee's application to confirm the Employee's eligibility to participate in the EEP based on the Terms and Condition specified in this program and determine if the position falls under Section 3(ii). If it is determined that the position falls under Section 3(ii), the appropriate administrator will consult with the Division Vice President who will then consult with the President to determine a separation date.

Once the appropriate administrator confirms with Employee the separation date and Employee's eligibility to participate in the EEP, that administrator will conditionally approve Employee's application. The approval is conditioned on the Employee's timely execution of the First Separation Agreement and Release.

Human Resources will notify the Employee of the conditional approval by email and send the Employee the First Separation Agreement and Release. The First Separation Agreement and Release will include, among other provisions, a general waiver and release of all claims. The Employee will have fourteen (14) days from the date that the Employee receives notice of the Employee's conditional approval and the First Separation Agreement and Release to return an executed First Separation Agreement and Release to Human Resources. The failure to return the executed First Separation Agreement and Release within this specified time period will result in the University rescinding the conditional approval of the Employee's application to participate in the EEP.

Human Resources will send Employee the Final Separation Agreement and Release at least fourteen (14) calendar days before the Employee's final date of employment. Employee must execute the Final Separation Agreement and Release on Employee's final date of employment and return an executed Final Separation Agreement and Release to Human Resources via Adobe Sign. The failure to timely return an executed Final Separation Agreement and Release to Human Resources will result in the Employee not being eligible for the final 80% of the severance pay.

6. *Non-Waiver of Management Rights* - The EEP is not to be construed as a waiver of management's rights. CSUEB 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 the current and respective collective bargaining agreements. Nothing in this EEP shall constitute a waiver of management's right to enforce the Education Code related to MPPs or any articles under the collective bargaining agreements, including, but not limited to, articles related to layoff.