

SUNY New Paltz PHASED RETIREMENT PROGRAM for FULL-TIME ACADEMIC FACULTY

Purpose:

SUNY New Paltz with the support of United University Professions offers a Phased Retirement Program for full-time Academic Faculty (full-time tenure-track titles and full-time lecturers) designed to give eligible members of the academic faculty an opportunity for a phased approach to retirement. This Program allows individuals to move into retirement gradually through a reduction in work and commensurate reduction in pay.

Eligibility:

Full-time academic faculty who have at least ten years of full-time consecutive SUNY service and who are retirement eligible at the time they begin program participation.

Program Details:

The faculty member must initiate possible participation in the program. Employees who are interested in reviewing their options are encouraged to seek counsel from their tax advisors, retirement system representative, financial planner, the Social Security Administration, and SUNY New Paltz benefits administrators before deciding to apply to participate.

Employees should consult with UUP to fully understand the potential impact on terms and conditions of employment as a result of entering into a phased retirement program. The UUP Chapter Office's telephone number is 845-257-2770. In addition, any member of UUP may request that union representation join them in any meeting that is held to discuss their participation in this program.

Once enacted, the program has the following elements:

- **Reduction in time** – Upon request of the employee and after approval of the Provost, the Phased Retirement Program will allow participants to work at a level equivalent to 50% of the standard obligation. Obligations associated with the reduced workload will be established in consultation with the appropriate unit head(s) (department chair, associate dean, dean) and are subject to approval by the Provost. The total percentage of effort may not be increased beyond 50% except in unusual circumstances and only with the written support of the dean and approval of the Provost.
- **Distribution of workload** – In most instances, the 50% distribution of workload will occur evenly across the fall and spring semesters. In specific instances, it may be determined that an alternate distribution (e.g. 30% fall and 20% spring; 20% fall, 20% spring, 10% summer) may be in the best interests of the academic program and the faculty member. Such arrangements may only be made with written support of faculty member, department chair, dean, and Provost.
- **Obligations** - Generally, the workload for teaching faculty will be focused on teaching and service, rather than scholarly activity. Specific details regarding obligations will be

developed in consultation between the faculty member, chair, and dean, and must be approved by the Provost.

- **Length of contract** - Phased retirement contracts will primarily be extended for a one-year period, with limited opportunities for two-year agreements when it is determined to be in the interests of the college and the faculty member. Phased retirement contracts will not be extended beyond two years.
- **Appointment status** – The academic faculty member will remain at the academic rank achieved at the time they begin program participation, and will continue to be represented by the United University Professions and covered by the Agreement between United University Professions and the State of New York (*The Agreement*) for the duration of their employment.
- **Salary** – The starting salary for the Phased Retirement Program is calculated at 50% of the full-time base salary of the employee’s position immediately preceding participation in the phased retirement program. Salary will be paid out over a full year in equal bi-weekly payments over 26 pay periods regardless of fluctuations in workload throughout the year. Phased-Retirement Program participants remain eligible for negotiated across-the-board salary increases. Eligibility for any negotiated lump sum salary increases will be determined based on the contract language applicable to part-time employees.
- **Benefits** – Participants remain enrolled as active employees in all benefits programs, including retirement. For Optional Retirement Program (TIAA-CREF) participants, this means that retirement contributions made by the state on behalf of the employees will continue until such time as the employee retires. The retirement contribution would continue at the percentage achieved prior to entering the phased retirement program, but on the reduced salary received while in the program. For NYS Teachers’ Retirement System (TRS) and Employees’ Retirement System (ERS) participants, this means that they will continue to be counted in their respective retirement system and receive service credit as per TRS and ERS crediting guidelines. Final average salary calculations are based on the last three highest consecutive years of earnings. Employees will remain eligible for health, dental, vision as long as they are teaching two courses or meet the compensation requirements defined in *The Agreement* for other than teaching obligations. There will be no change to life insurance coverage or premiums except as may be applicable for all employees based on NYS and/or UUP guidelines.
- **Leave accruals** – Participants will continue to accrue and use applicable leave accruals but on a part-time basis as outlined in *The Agreement*.
- **Sabbaticals and leaves of absence** – Phased Retirement Program participants are not eligible for sabbatical leaves or other leaves as defined under Article 23.7a.in *The Agreement*. A faculty member who returns from sabbatical may request to immediately enter the phased retirement program to satisfy the one-year return-to-work requirement. Participants may be eligible for other leaves, such as Family and Medical Leave Act leave, if eligibility requirements are met as defined by law.

Procedure:

Full-time academic faculty wishing to participate in the Phased Retirement Program must complete (working with their department chair to determine appropriate obligation) a Request for Academic Faculty Phased Retirement form and submit it for appropriate approvals. Applications are due from department chair to dean by February 15 of the calendar year in which the phased retirement is requested to begin.

After the application is approved, the employee will be provided with a letter delineating the length of the agreement and the duties and responsibilities as finalized in discussion following submission of the initial application. The faculty member will have 10 working days to return the signed document along with an irrevocable letter of resignation bearing an effective date coinciding with the cessation of the phased retirement program. Once executed, the phased retirement agreement is irrevocable by the employee and the employer, unless employment is terminated earlier than originally expected.

The College Administration has the right to terminate this program at any time they feel it no longer serves the best interest of the College.