

APPENDIX E - FACULTY PHASED RETIREMENT PROGRAM

1. Eligibility. This Faculty Phased Retirement Program (“FPRP” or “the Program”) is available on an elective basis to all full-time (100% FTE) faculty between the ages of 63 and 65 who have no less than 20 years of continuous service as a full-time faculty member at UVM and whose salaries are fully funded by General Fund and Extension monies. This program is not available to those unit members who are on the Federal Retirement System. On a one-time basis, full-time (1.0) non-tenure track faculty, other than those on the Federal Retirement System, who are over the age of 65 and have no less than 20 years of continuous service as a full-time (1.0) faculty member at UVM and whose salaries are fully funded by General Fund and Extension monies shall be eligible to opt into the Program. Such faculty must apply no later than April 1, 2009.
2. Sabbaticals and faculty exchange leaves of absence shall be counted as years of service; leaves of absence for other reasons shall not count as years of service, but shall not constitute a break in continuous service. Years of service in which a faculty member held an administrative appointment but retained a secondary appointment as a faculty member shall be counted as years of service.
3. Purpose. The purpose of the FPRP is to create an opportunity for faculty to enter into retirement on a phased basis while retaining certain benefits during the phase-in period, and also to assist the University in meeting staffing needs in light of strategic goals, changes in enrollment, budgetary conditions, and other institutional priorities and considerations. 3. Part-time Service. Unless otherwise authorized by the Provost in writing, participation in the FPRP shall commence concurrently with an academic year as defined in the collective bargaining agreement (“the contract”) or fiscal year for 12-month faculty. The FPRP requires an instructional faculty member to engage in teaching at .50 FTE during each semester of the academic year, for a period of two (2) consecutive AYs, beginning in the AY year in which the faculty member attains 64 years of age. A work plan substantially consistent with the requirements of this contract will be annually devised for faculty engaged in part-time service under the FPRP. The faculty member will be expected to perform all customary work incidental to teaching assignments, including establishment of reasonable office hours commensurate with such teaching assignments, but shall not otherwise be expected or required to perform additional services, such as student advising, service on committees, or performance of research. Duties appropriate to the non-instructional faculty member will be similarly handled. FPRP participants shall not be eligible for University supplemental compensation or FTE adjustments greater than or equal to .75 FTE nor shall they be eligible for additional UVM appointments or employment while participating in the FPRP. A faculty member participating in this program will remain in the full-time bargaining unit at all times regardless of FTE.
4. Rank and Salary.
 - a. Rank. FPRP employment shall be at the same rank of the participant in the academic year immediately prior to the commencement of his/her participation in the Program. FPRP participants shall not be eligible for promotions. Emeritus status shall be awarded pursuant to the contract.

b. Salary. In consideration for services rendered, the faculty member will receive 50% of his/her annual base salary rate in effect during the AY prior to the AY in which the phased retirement commences, without subsequent annual adjustment. For purposes of the FPRP, “annual base salary” shall be as otherwise defined in this Agreement. Salary shall be payable in accordance with the payroll schedule applicable to nine(9) month full-time faculty, or ten (10) or twelve (12) month faculty and withholding and other deductibles shall be made on a basis appropriate to tax, contract and Agreement requirements and specifications.

5. Benefits. The faculty member shall remain eligible to participate in all benefits Programs available to full-time active faculty under the contract, with coverage levels based upon a full-time salary, but rates of faculty member contribution toward applicable health care and/or dental premiums prorated based on actual salary. The University will make its otherwise contractually established employer contributions toward such benefits coverage provided that its customary 10% retirement plan contribution shall be prorated based on actual salary. At age 65, to maintain health insurance coverage the faculty member must apply to Social Security for Medicare Part A and B and, on the date of the faculty member’s eligibility for 100% of Social Security benefits under the Medicare Program, Medicare shall constitute the sole source of health and dental insurance for the faculty member. If faculty opt to participate in supplemental health insurance programs offered through the University, they will pay the premium rates established by this Agreement. Whenever the faculty member is required to make premium payments for benefit plans in which s/he is enrolled, such payments will be deducted from salary as customary through the UVM Payroll system. During participation in the FPRP, vacation shall not in any case accrue, nor will Program participants be eligible for sabbaticals or paid or unpaid leaves of absence except for medical reasons and pursuant to the contract. The faculty member shall carryover any accrued medical leave remaining from his/her full-time employment at the time of his/her commencement of participation in the FPRP. Prior to participating in this program, a faculty member will use or receive compensation for any accrued vacation time that he or she may have.

6. Taxes. The University will withhold from salary all withholding taxes and deductions required by State or federal law.

7. Non-revocable election. Subject to any legally mandated rights of revocation, the FPRP Agreement shall become effective as of the date of its execution, at which time the faculty member irrevocably agrees to leave the institution under the terms herein. While a tenured faculty member may retain tenure during the phase down period, he or she cannot assert any right to continued employment once the phase down period has ended. In addition, s/he shall at such time become ineligible to apply for, or opt into, other University voluntary separation or retirement programs, whether running concurrently with the FPRP or established subsequent thereto. The faculty member shall have access to all University resources, facilities and services provided to full time faculty.

8. Retiree Status. At the conclusion of the second AY of part-time service, the faculty member will attain retiree status. S/he will then be eligible for retiree benefits as otherwise provided in the contract.

9. Accelerated Full Retirement. Upon mutual agreement of the faculty member and the Provost following the Provost's consultation with the Dean, the parties may accelerate the full retirement of the faculty member upon conclusion of a specified semester, and appropriately adjust the effective date of retirement by the faculty member. In such instance, the faculty member will forfeit eligibility for additional salary and retirement contributions on such salary and shall, as of the effective date of full retirement, be eligible for retiree benefits as otherwise provided in the contract.
10. Application Process. Requests for early retirement under the FPRP will be automatically approved, assuming that the applicant is eligible under Program requirements and the application is timely submitted. To participate in the FPRP, a faculty member must submit written application by November 15 of the academic year in which s/he attains his/her 63rd birthday. The Provost may, in his/her sole discretion, waive the notice period in whole or in part. The application is submitted to the department chair (or dean in the absence of a chair) and to the Office of the Provost. Upon approval of the application by the Office of the Provost, the faculty member will have 45 (forty-five) days within which to execute and submit a FPRP Agreement. Upon its execution by both parties, the Agreement is irrevocable.
11. Availability of Retirement Plan Monies. Faculty opting into the FPRP will have access to their retirement funds in accordance with the terms and conditions of the plans in which they are in-vested and subject to IRS requirements.
12. Disability or Death.
 - a. Disability. If a faculty member becomes disabled at any time subsequent to acceptance in-to the FPRP, the terms of the contract shall apply, provided that the salary basis for the faculty member during the period of disability shall be based on the annual base salary rate in effect for the faculty member during the AY prior to the AY in which the phased retirement commenced, without subsequent annual adjustment rendered.
 - b. Death. If a faculty member dies at any time subsequent to his/her acceptance into the FPRP, and prior to its expiration, the Agreement will terminate and automatically be deemed null and void except for payments otherwise outstanding as a result of services the faculty member has rendered. The spouse/civil union partner and/or eligible dependents of the faculty member will then be entitled to all benefits otherwise available such persons under the contract.
13. FPRP Duration; Modification. The FPRP will operate co-extensively and in a manner consistent with the contract, provided that (1) Agreements in effect at the time of contract expiration remain valid and enforceable by both parties and either party; and (2) in the event of a conflict between the FPRP terms and conditions and those of the contract, the FPRP prevails. It is further provided that the FPRP is intended to operate as a bridge to eligibility for Social Security Full Retirement Age benefits; accordingly, if such Age is adjusted during the term of the Program, the three-year transition herein described shall be automatically age-adjusted pursuant to this provision relative to new applicants to the Program.
14. A faculty member may extend this phased retirement beyond the initial two (2) years with the approval of the Provost. The Provost's decision is not grievable.