

## **St. Lawrence University Phased Retirement Program for Eligible Tenured Faculty Members**

### **I. Purpose**

The St. Lawrence University Phased Retirement Program for Eligible Tenured Faculty Members ("Program") provides an opportunity for eligible full-time tenured faculty members to make an orderly transition to full retirement through part-time service for a predetermined period in return for pro-rated compensation. The Program is completely voluntary, and is available when agreed to and entered into by a mutual written agreement between an eligible faculty member and St. Lawrence University ("University" or "SLU").

Eligible faculty members may apply annually to participate in the Program, and if their application is approved their participation will commence with the start of the applicable future academic year. Program participants will retire, relinquish their tenure, and then work on a part-time basis during a phased retirement period of one to three years. During the phased retirement period, they will receive compensation that is proportionate to their applicable work load during each semester and will be eligible for University retiree benefits in accordance with the terms of the applicable benefit documents (as those terms may be modified from time to time). The applicable requirements are described below.

### **II. Eligibility**

- A. The Program is available only to full-time tenured faculty members of the University who satisfy the eligibility requirements described in this Section II. Non-tenured and tenure track faculty are not eligible for the Program.
- B. Except as set forth in Section III below, the Program is available to all full-time tenured faculty members who are age 62 or older with 10 years of service as of September 1 in the year in which the phased retirement begins. "Years of service" shall be as specified in the records of the University's Human Resources Department.
- C. Tenured faculty occupying full-time administrative positions are not eligible to participate in the Program until they vacate such positions.
- D. As set forth in Section III, eligible faculty members do not have an absolute right to participate in the Program. The University may limit participation in the Program based on various conditions. However, if an eligible faculty member and the University tentatively agree on an eligible faculty member's participation and "work plan" as described below, the final decision to enter or not enter the Program rests with the eligible faculty member. Participation is voluntary.

### **III. Participation Terms**

- A. A participant in the Program ("Participant") will retire, and will then be reemployed on a part-time basis for a limited period as specified below.

- B. SLU may deny an application to participate in the Program based on its educational and/or operational needs (e.g., the unavailability of another faculty member to teach a necessary course).
- C. Phased retirement under the Program may be for a period of at least one (1) year but not greater than three (3) years.
- D. Before phased retirement begins, a Participant will enter into an agreement with SLU for a period of part-time service to SLU, retire, and relinquish his or her tenure. Part-time work must include (1) teaching at least one course or lab per semester, (2) teaching three courses during one semester of an academic year and no courses during the other semester of the academic year, or (3) such other teaching schedule that is agreed to pursuant to the following sentence. Teaching, research and service assignments during the period of phased retirement are individually agreed upon by an eligible faculty member, the faculty member's Department and/or Program Chair(s), and the Vice President and Dean of Academic Affairs ("Dean"), as specified in Section V.B. below.
- E. The applicable application deadlines and phased retirement period commencement dates are specified in Section V.A. below.
- F. Participants will remain subject to and benefit from policies of the University, particularly those in the Faculty Handbook. In addition, SLU may place a Participant on temporary leave with pay and/or reassign a Participant's duties during or as a result of any investigation or disciplinary action involving the Participant. Such authority shall be invoked only in exceptional circumstances when SLU determines that such action is in its best interests. Further, nothing in the Program shall in any way be interpreted to provide a Participant with greater rights, claims or privileges against SLU regarding continued employment than otherwise provided in the policies of SLU. The termination procedures applicable to tenured faculty members apply.

#### IV. Distributing Information On the Program

- A. The following materials will be distributed (in electronic form) to every tenured faculty member who is eligible for the Program, at such times as are specified by the University.
  - A letter announcing the Program.
  - A copy of this Program document.
  - A copy of the Phased Retirement Application and Reemployment Agreement.

#### V. Application Procedures

- A. Time Periods and General Process
  - 1. A phased retirement period in the Program must commence at the beginning of an academic year. Except as provided in the following sentence, an application to participate in the Program must be made no later than May 1 of the calendar year that precedes the calendar year in which a phased retirement period will commence (for example, an application must be made by May 1, 2011 for a phased retirement period commencing at the start of the 2012-2013 academic year).

For purposes of this Program, a semester will be deemed to commence on the date that a Participant rendering services under an individual work plan is required to begin performing services with respect to the pertinent semester.

2. An eligible faculty member starts the application process by submitting a written statement of interest to participate in the Program to his or her Department and/or Program Chair(s). Participation in the Program is subject to final approval by the Dean following evaluation of the conditions outlined in Sections II and III above and the development of a mutual "work plan" with the eligible faculty member as outlined in Section V.B. below.
3. If an eligible faculty member and SLU tentatively agree to the faculty member's participation and a mutual "work plan" that addresses the same, the decision to enter or not enter the Program then rests with the eligible faculty member. Once made, a decision to enter the Program (signified by the eligible faculty member signing the Phased Retirement Application and Reemployment Agreement described in Section VI.), is binding and may not be revoked (except as described in the last sentence in Section V.B.3.).

#### B. Work Plan

1. The Program permits Participants to work part-time. SLU is responsible for developing a part-time "work plan" with eligible faculty members who wish to participate in the Program. Each "work plan" must be approved by the eligible faculty member, the eligible faculty member's Department and/or Program Chair(s) and the Dean. The "work plan" generally will include an agreed upon teaching load with the expectation that the eligible faculty member will also continue to be engaged in community service and research.
2. Once the duties and arrangements with an eligible faculty member are fully determined, the agreement to participate in the Program must be stated in writing in a formal Phased Retirement Application and Reemployment Agreement signed by the eligible faculty member's Department and/or Program Chair(s) and the Dean.
3. In cases where SLU and an eligible faculty member cannot agree on a part-time work plan, the eligible faculty member will not be allowed to participate in the Program. Conversely, once made, a decision to enter the Program is binding and may not be revoked (except as described in the last sentence of this paragraph). That decision is signified by the eligible faculty member signing the Phased Retirement Application and Reemployment Agreement described in Section VI. below. However, after that Agreement is finalized, the parties may still amend it or terminate it at any time upon mutual written agreement.

#### VI. Phased Retirement Application and Reemployment Agreement Procedures

- A. The last step in the application process is to obtain a signed, completed Phased Retirement Application and Reemployment Agreement ("Agreement") from the electing eligible faculty member.

1. When negotiation of a “work plan” has been completed, the electing eligible faculty member should be provided a completed Agreement, which has been signed by his or her Department and/or Program Chair(s) and the Dean.
2. The Agreement package should contain:
  - a. the letter announcing the Program;
  - b. a copy of this Program document; and
  - c. the Agreement.

## VII. Compensation and Benefits

- A. Compensation will be proportionate to a Participant’s work load during his or her phased retirement period. For example, if a Participant’s agreed upon work plan during a semester requires the Participant to work half-time, the Participant’s base salary during that semester will be 50 percent of the base salary the Participant would have been eligible for had the Participant been working full-time at the University that semester. A participant who does not do any work during a semester will not be entitled to any base salary during that semester.

A Participant will continue to be eligible for any appropriate salary increase that may occur during the Participant’s phased retirement period, with any such salary increase (1) being proportionate to the Participant’s work load during the applicable portion of the phased retirement period, and (2) only applying when the Participant is teaching. For example, a Participant who does not teach in the Spring semester will get no salary during that semester, and hence any salary increase would take effect in September if the Participant resumes teaching during that September.

- B. Upon retirement, Participants will be eligible for University retiree benefits as long as they satisfy the applicable requirements for receiving those benefits under the terms of the applicable University benefit plan, program or policy (as such plan, program or policy may be amended or terminated by the University from time to time).

Questions about benefits should be directed to the Human Resources Director, Employee Benefits.

## VIII. Administrative Provisions

- a. The Program initially became effective as of November 1, 2010.
- b. If any issue arises about the interpretation or administration of the Program, the University shall determine that issue in its sole discretion.
- c. The University may make such exceptions to the requirements of the Program as it determines to be in the best interests of the University.
- d. The University reserves the right to amend or terminate the Program at such time(s) as it deems appropriate.