

Fairmont State University Board of Governors
POLICY NO. 12

PHASED RETIREMENT

SECTION 1. GENERAL

Effective Date: July 1, 2002; revised June 18, 2009; revised and effective February 21, 2013

1.1 A Phased Retirement Plan (PRP) shall be available for eligible retiring full-time regular employees. The scope of this policy is the specifying of the purpose, eligibility, conditions, compensation, limitations and obligations of all parties in approving phased retirement for an individual full-time regular employee.

SECTION 2. PURPOSE

2.1 To ensure the continuity of crucial programs and services by retaining the unique skill sets and competencies of identified employees.

SECTION 3. ELIGIBILITY

- 3.1 Beginning effective in the fiscal year immediately following an employee's 55th birthday, and providing the employee has five (5) years of full time service or the equivalent, an employee may request a contract with Fairmont State University to enter its PRP upon retirement. The request must first be made to the Human Resources Office, which will forward the request to the President or his/her designee for approval. A PRP contract is granted for only one year at a time, renewable for two (2) additional years at the President's discretion. At the end of the designated and/or approved period of phased retirement employment, the employee will have no vested employment rights with the University.
- 3.2 An employee approved for Phased Retirement will continue to occupy his/her current position and do the work as assigned at the time of his/her retirement, on a 1/3-effort basis. The employee and his/her supervisor will create a new job description for the 1/3 effort position.
- 3.3 In no event, however, shall a decision to allow or to deny participation in the PRP be based on any characteristic or trait protected under federal or state anti-discrimination statutes.

SECTION 4. CONDITIONS

- 4.1 To enter the PRP, a faculty member must notify in writing his/her Dean and then secure the written agreement of the Provost. A non-classified or classified employee must notify in writing and secure the written approval of his/her immediate supervisor and the respective President's Cabinet Member. All requests are to be forwarded to HR, which will take them to the President for approval. Generally, notice must be given at least six (6) months in advance of the proposed effective date to ensure adequate staffing continuity.
- 4.2 An employee, having signed a PRP request, may not revoke the request. A resignation letter with appropriate information and dates must be attached to the PRP request when it is forwarded to HR.
- 4.3 An individual who is approved and in the PRP may, without penalty and at any time, opt to terminate his or her employment rights with the University as a phased retirement employee. If this option is taken, the individual will have no vested employment rights with the University at the termination of employment in the PRP. An employee terminating his/her PRP may not request and will not be approved to re-enter the phased retirement program.
- 4.4 Approval for a PRP is not automatic and not a right but a privilege. The President and HR will review requests to determine budgetary feasibility, the skills/competencies of requesting employees in regard to the needs of the University, and the need to fill on a fulltime basis the position the employee is vacating.
- 4.5 The President or designee may revoke an individual's PRP at any time, based on budgetary, employee productivity or other reasons, with a 30-day notice to the employee.

SECTION 5. COMPENSATION

- 5.1 The University will continue to provide an individual on phased retirement with all rights and privileges that are normally extended to faculty or staff who hold full-time status, **except for benefits coverage**. No employer-paid benefits, other than Social Security and Worker's Compensation, will be provided under the PRP.
- 5.2 Base Salary during the period of participation in the PRP shall be reduced to 33%, as of the effective date of the PRP contract. The employee's subsequent pay increases during the remainder of participation in the PRP will be exactly 33% of the average pay increases provided to faculty and non-classified employee's in each contract year. The classified employee's subsequent pay increases during the remainder of participation in the PRP will be exactly 33% of the raise the employee would have been paid according to the Mercer Classification and funding made available for progress toward the Mercer scale.

SECTION 6. OBLIGATIONS

- 6.1 All phased retirees except faculty are hourly employees and must maintain and submit timesheets for their work effort.
- 6.2 Phased retirees are requested, as a condition of their being approved by the institution for phased retirement, not to seek unemployment compensation upon the termination of their PRP contracts.
- 6.3 A faculty member who opts for and is approved for entry into the PRP may either (a) teach 1/3 time in the fall semester and 1/3 time in the spring semester of a given academic year, or (b) teach 2/3 time in either the fall semester or the spring semester of a given academic year; provided that if an individual chooses to teach 2/3 time in a given semester, all pay will be received during that semester and will not be spread.
- 6.4 It is the responsibility of the individual who enters the PRP to contact the Benefits Office of HR, the appropriate retirement company and other agencies to ensure that health and life insurance and retirement benefit options are properly maintained.
- 6.5 Depending upon the employee's retirement plan, a PRP may not be permissible. It is the responsibility of the requesting employee to contact the Benefits Office of HR and his/her appropriate retirement provider to determine if s/he may have a PRP contract.
- 6.6 Re-employment as an adjunct instructor or 1039 employee with the University at the termination of the PRP may be possible; the phased retiree must consult with HR to determine eligibility, feasibility and obtain HR's and other approval before entering into any adjunct contracts or other University employment.

Interpretation: Interpretation and application of the language and statements within this policy are the responsibility of the Human Resources Officer or designee, in consultation with the President.