

Phased Retirement Program for UUP and Management Confidential Professionals

Purpose:

SUNY New Paltz, with the support of United University Professionals, offers a voluntary Phased Retirement Program for full-time UUP professional and Management Confidential (MC) employees. This program allows eligible professional staff an opportunity to transition smoothly into retirement by planning a reduction in work or obligation.

Eligibility:

This program is available to full-time UUP-represented professionals and MC employees 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 professional staff member or MC employee 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 representatives, financial planner, the Social Security Administration, and SUNY New Paltz benefits administrators before deciding to apply to participate. UUP-represented employees should also consult with UUP to fully understand the potential impact on terms and conditions of employment as a result of entering into the Phased Retirement Program. The telephone number for the UUP chapter office is 845-257-2770.

In addition, any member of UUP may request that a union representative 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 appropriate Vice President, the Phased Retirement Program will allow participants to work at a reduced FTE (full-time equivalent).
- Revised Professional Obligation – Obligations at the reduced FTE will be established in consultation with the appropriate unit head and division Vice President. A revised performance program reflecting the reduced obligation will be required within 30 days.
- Length of Plan – Phased retirement contracts will primarily be for a one-year period. The plan may, upon management discretion, be renewed for an additional year providing for a maximum of two years total to be in the program.
- Appointment Status – The UUP professional staff member will remain in their existing budget title, maintain their permanent or term status, and continue to be represented by 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. MC employees will also remain in their existing budget titles.
- Salary – The starting salary for the Phased Retirement Program is calculated based upon comparison of the employee's full-time base salary immediately preceding participation

in the Phased Retirement Program compared to the proposed FTE. For example, X employee enters the program at a reduced FTE of .80 with a current salary of \$65,000. This would result in a 20% reduction in salary to \$52,000. Phased Retirement Program participants in UUP remain eligible for negotiated across-the-board salary increases. Eligibility for any negotiated lump sum salary increase will be determined based upon The Agreement language applicable to part-time employees.

- Benefits – Participants remain enrolled as active employees in all benefits programs according to the program's guidelines. For Optional Retirement Program (ORP) participants, the employee contributions, if required, will continue until such time as the employee retires. The retirement contributions would continue at the percentage achieved based on Tier status prior to entering the Phased Retirement Program, but based on the reduced salary received while in the program. UUP-represented employees enrolled in the NYS Teachers' Retirement System (TRS) and Employees' Retirement System (ERS) 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 three highest consecutive salaried years of earnings. Employees will remain eligible for health, dental, and vision coverage as long as they work at least half-time as defined in The Agreement for obligations other than teaching, and meet the threshold for benefits eligibility as an MC employee. 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 or MC insurance guidelines.
- Leave Accruals – Participants will continue to accrue and use applicable leave accruals but on a part-time basis as outlined in The Agreement.
- Leaves of Absence – Phased Retirement Program participants are not eligible for leaves of absence as defined under Article 23.7b of The Agreement. All 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 MC or professional staff wishing to participate in the Phased Retirement Program must complete a Request for MC or Professional Staff Phased Retirement form (working with their department head to determine appropriate obligation) and submit it for appropriate approvals. Applications are due from the department head at least six months prior to when the phased retirement is requested to begin. Management has the discretion to deny participation in this program based upon operational need.

After the application is approved, the employee will be provided with a letter delineating the length of the agreement and will be issued an updated performance program within 30 days outlining the reduced professional obligation. Following submission of the initial application, the staff member will have 10 working days to return the signed document along with an irrevocable letter of resignation for purposes of retirement 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 or both parties agree to an extension of the plan.

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.