

## ARTICLE 29

### FACULTY EARLY RETIREMENT PROGRAM

- 29.1 Eligible tenured faculty unit employees as defined in provision 2.13(d) who have reached the normal retirement age, consistent with CalPERS rules and pursuant to the California Code of Regulations (CCR) §586.1 may, subject to the conditions following, participate in a Faculty Early Retirement Program (FERP).
- 29.2 An eligible tenured faculty unit employee shall notify the President in writing at least six (6) months prior to the beginning of the campus academic year that they opt to participate in the FERP. The President may waive the required notice period.
- 29.3 The potential participant shall be provided with a FERP appointment letter from the President. The FERP appointment letter shall indicate the required period of employment as determined by the President. The employee shall provide to the President a written statement of acceptance of such a FERP appointment. If the President determines it is necessary, due to program needs, to alter the period of employment, the President and the participant shall attempt to reach mutual agreement on an alternative. If mutual agreement is not reached, the President may alter the period of employment, provided that the participant receives a one hundred and twenty (120) day notice.
- 29.4 Participants in FERP shall have been granted a service retirement. Such service retirement shall be in accordance with the requirements of PERS and/or STRS.
- 29.5 Participation in FERP shall commence at the beginning of the campus academic year. Service retirement shall begin concurrently with or prior to the beginning of the campus academic year.
- 29.6 FERP employment shall be at the same rank, and salary (step) level of the participant in the academic or fiscal year immediately prior to retirement. Such employment shall be proportional to the time base of the participant in the academic or fiscal year immediately prior to retirement. As for other faculty unit employees, the mix of work assignments within the timebase of the appointment is determined pursuant to Article 20, Workload.

- 29.7 a. An employee who opts to participate in FERP pursuant to 29.2 on or after July 1, 2007, and whose participation commences with the beginning of the 2007/08 academic year or thereafter, shall be entitled to the yearly period of employment for no more than five (5) consecutive academic or fiscal years.
- b. An employee who opts to participate in FERP pursuant to 29.2 during the final year of this Agreement shall be entitled to the yearly period of employment for no more than five (5) consecutive academic or fiscal years.
- 29.8 The permissible "period of employment" shall refer to one (1) academic term not to exceed a total of ninety (90) workdays or fifty percent (50%) of the employee's regular time base in the year preceding retirement. Calculations of such periods of employment shall include days worked in summer session/special session or CSU extension that do not coincide with the period of employment.
- 29.9 The permissible "period of employment" for librarian faculty unit employees shall refer to full-time employment for a duration not to exceed fifty percent (50%) of the librarian faculty unit employee's work year in the year immediately preceding retirement, or fifty percent (50%) of the librarian faculty unit employee's regular time base in the year immediately preceding retirement. In either case, the period of FERP employment shall not exceed 960 hours. Any change in the work schedule of librarian faculty unit employee in the year preceding entry into FERP shall require the approval of the President. Calculations of such periods of employment shall include days worked in summer session/special session or CSU extension that do not coincide with the period of employment.
- 29.10 A participant in FERP at a quarter system campus may request of the President employment in addition to the one (1) academic term period of employment, provided that such additional employment does not result in a total period of employment which exceeds the ninety (90) day limit pursuant to provision 29.8.
- 29.11 The right to continued employment in the FERP pursuant to provision 29.7 of this Article shall terminate in the event of dismissal for cause, layoff, or failure to meet the employment commitment.

- 29.12 A participant may request that the time base of the FERP appointment be reduced. The President shall determine if such a request shall be granted. Such a reduction in time base shall continue for the duration of the FERP appointment.
- 29.13 Participants may be appointed in CSU extension during the period of employment in FERP.
- 29.14 Notwithstanding provisions 29.8, 29.9, 29.10 and 29.13, participants shall not be eligible for other CSU appointments while in the FERP. Participants in the FERP may be appointed in a CSU auxiliary, provided the auxiliary does not participate in CalPERS. Such appointments shall not exceed the limits on additional employment established in Article 36.
- 29.15 [Intentionally left blank to preserve later provision references in this Article.]
- 29.16 A participant shall be granted one (1) leave of absence without pay for personal illness for all or part of the period of employment. Such leaves shall not affect future participation in FERP.
- 29.17 At the time of the service retirement and appointment in FERP, a participant may elect to carry over up to forty-eight (48) hours of sick leave into the FERP appointment if the participant elects to reduce their accumulated sick leave by that amount for service retirement credit. In addition to the sick leave carry over, if any, full-time FERP participants shall continue to accrue eight (8) hours sick leave per qualifying academic pay period or qualifying pay period during the period of employment. Such accrual shall be pro rata for less than full-time participants. A maximum of one hundred and sixty (160) hours of sick leave may be accrued during FERP.
- 29.18 A participant shall be required to perform normal responsibilities and their share of normal duties and activities.
- 29.19 A participant shall, for the period of active employment, be deemed a tenured faculty employee. Such a participant shall be eligible to serve on governance committees whose assignments are normally completed during the period of FERP employment.
- 29.20 Employees deemed tenured pursuant to 29.19 shall not be counted against any percentage limitation on total tenured faculty employment at the department, school/college, campus, or statewide level.

29.21 During the period of an employee's participation in FERP, the CSU shall provide a CSU dental plan on the same basis as such a plan is provided to faculty unit employees. The provision of such a dental plan shall require that the participant was enrolled in a CSU dental plan immediately prior to service retirement.

29.22 The following provisions of this Agreement shall not apply to participants in FERP:

Article 14, Promotion

Article 22, Leaves of Absence Without Pay

Article 24, Sick Leave: 24.1, 24.3, 24.4

Article 27, Sabbatical Leaves

Article 28, Difference in Pay Leave

Article 32, Benefits: 32.1