

Frequently Asked Questions on the FACULTY EARLY RETIREMENT PROGRAM (FERP)

Article 29, Unit 3 (Faculty) Collective Bargaining Agreement (CBA)

1. WHAT IS THE FACULTY EARLY RETIREMENT PROGRAM?

The Faculty Early Retirement Program (FERP) is a program that provides a transition from full-time employment for tenured instructional and library faculty unit employees to part-time employment in retirement. It allows a faculty member to receive retirement income, plus up to one-half of a year's salary for working one or more quarters or one or two semesters each year. The program permits a faculty member to work a maximum of ninety (90) days per year (or 50% of the faculty member's regular timebase in the year preceding retirement) while receiving full retirement income from the Public Employees' Retirement System (PERS).

2. WHO IS ELIGIBLE FOR FERP?

All *tenured* faculty unit employees are eligible for FERP if they (1) have reached the age of fifty-five (if hired before 2011), 60 (if hired between 1/1/2011-12/31/2012), or 62 (if hired on or after 1/1/2013); (2) have been granted a service retirement on or before the first day of the academic year in which FERP participation is to begin; and (3) meet any other requirements as specified in Article 29 of the Collective Bargaining Agreement (CBA).

3. ARE LECTURERS, COACHES, OR PROBATIONARY FACULTY ELIGIBLE FOR FERP?

No. Lecturers, Coaches, and Probationary (Untenured) faculty are not eligible for the Faculty Early Retirement Program. According to Article 29.1 of the Collective Bargaining Agreement, the program is available only to tenured faculty.

4. ARE THERE ANY DEADLINES THAT MUST BE MET?

Yes. A faculty member wishing to participate in the program, must notify the President in writing, at least six (6) months in advance of the beginning of the academic year in which participation in FERP is to commence, by completing an Application for Faculty Early Retirement Program (FERP), available on the Office of Academic Affairs website at <http://www.csueastbay.edu/oa/files/docs/policy-files/FERP%20Request.pdf>

Article 29.2 states that the President may waive the required six (6) month period for the written notification. However, the President is not required to do so. Granting of waivers will be judged on the merits of each case.

5. WHAT TYPE OF DOCUMENTATION DO I RECEIVE TO VERIFY THAT I WILL BE ALLOWED TO PARTICIPATE IN THE PROGRAM?

After you provide the President (or designee) with written notice, prior to the six-month deadline, of your intent to enter the program, the President (or designee) will acknowledge your notice and provide you with confirmation that you have been approved for FERP. Once you and the President (or designee) have signed the FERP application form, a contractual relationship between you and the University will be established for the time that you continue in this program.

6. MAY I DETERMINE THE SEMESTER(S) I WORK?

Normally, the period of employment you request will be approved and every effort will be made to accommodate your request. However, the President (or designee) may determine that it is necessary, due to programmatic needs, to assign you to a different period of employment. The Department Chair and the College Dean will be asked to review your request and make a recommendation to the President. Should there be a disagreement, a mutually acceptable outcome will be sought. If, however, mutual agreement cannot be reached, the President can alter the period of employment, provided that you receive a one-hundred-twenty (120) day notice.

7. MAY I CHANGE MY TERM OF EMPLOYMENT AFTER I HAVE BEGUN MY FERP PARTICIPATION?

You may request a change in your term of employment and every effort will be made to accommodate your request. However, due to programmatic needs, the Department Chair and College Dean may not be able to recommend approval of your request to the President (or designee). Whenever possible, requests for a change in the term of employment should be made at least one semester prior to the academic year in which you wish to make the change. Changes will normally become effective at the beginning of an academic year. Mid-year changes which would result in your working more than half-time (50%) during all quarters or both semesters in the academic year **cannot** be approved.

Please write your memo to your department chair, who will then forward to the Dean. The Dean's Office will forward to the Provost's Office and to the President.

8. HOW FREQUENTLY HAS THE PRESIDENT ALTERED THE DESIRED PERIOD OF EMPLOYMENT?

Rarely. The University would like to accommodate as many faculty as possible. However, depending on the number of faculty who reach retirement age and enter the program, it is possible that it could become difficult to accommodate everyone at some point.

9. MAY I RETIRE AFTER THE FALL QUARTER/SEMESTER AND START MY FERP PARTICIPATION IN JANUARY AT THE BEGINNING OF THE WINTER QUARTER/SPRING SEMESTER?

No. Article 29.5 states that participation in FERP shall commence at the beginning of the campus academic year.

10. IF MY BIRTHDAY IS AFTER THE START OF THE ACADEMIC YEAR CAN I DELAY MY ENTRANCE INTO FERP?

No. Article 29.5 states that the service retirement must begin concurrently with, or prior to, the academic year in which you enter the program.

11. HOW LONG MAY I PARTICIPATE IN FERP?

Faculty retiring under the current CBA may participate for a maximum of five (5) academic/fiscal years in the program. Pursuant to Article 29 of the current CBA, faculty 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. The

length of possible participation for individuals entering FERP after the expiration of the current CBA is subject to negotiation between the CSU and CFA. The current contract has been extended and now expires in June 2020.

12. HOW IS MY FERP TIME BASE CALCULATED? CAN I REDUCE MY FERP TIME BASE?

A person working 50% time would, ordinarily teach 12 units and be granted 3 units for service (to the Department, College, or University). You may opt out of the service portion and teach more units, but you must indicate you wish to opt out of service.

If you reduce your time base during FERP, it will stay at the reduced amount. You cannot enhance your FERP time base once you begin working in the program. You may not supplement your state earnings with other state earnings (Extension, other assignments within the CSU, etc.)

13. MAY I RESIGN FROM FERP PRIOR TO COMPLETION OF THE FIVE-YEAR PROGRAM?

Faculty may resign from FERP at any time during the five-year program. The faculty member should submit a letter to the Department Chair and College Dean indicating the specific resignation date. A copy of the resignation letter should be forwarded to the Office of Academic Affairs.

14. HOW MUCH CAN I WORK UNDER FERP?

While participating in FERP, your post-retirement employment will be limited by both the CBA and PERS. Article 29 of the CBA limits your total CSU employment to 90 days per fiscal year or 50% of your regular timebase in the year preceding retirement. Under semesters, faculty may choose to work full-time for one semester, which is almost equivalent to the ninety (90) days of total CSU employment allowed by Article 29 (a semester is typically 85-87 days long), or faculty may choose to work half-time both semesters of an academic year while participating in FERP.

15. IF I AM A LIBRARIAN, HOW MUCH CAN I WORK UNDER FERP?

The permissible "period of employment" for Counselors and Librarians refers to full-time employment for a duration not to exceed 50% of your work year in the year immediately preceding retirement, or 50% of your regular time base in the year immediately preceding retirement. In either case, the period of FERP employment cannot exceed 960 hours.

16. IF I AM A PARTICIPANT IN THE PRE-RETIREMENT REDUCTION IN TIMEBASE (PRTB) PROGRAM, COULD I RETIRE FROM THAT PROGRAM AND PARTICIPATE IN FERP?

Yes, your post-retirement employment will be limited by both the CBA and PERS to 50% of your regular timebase in the year preceding retirement. However, if you sought to work both semesters, you could only work half of the time base you were working in PRTB at the time of retirement. For example, if you were .50 in the PRTB program, you could work 25 percent one semester or 12.5 percent both semesters under FERP. This limitation has to do with the Article 29 (FERP) employment restrictions mentioned in number 13 above.

17. ONCE I ENTER FERP, CAN I BE DISMISSED FROM UNIVERSITY EMPLOYMENT?

Like all faculty employees, you still can be dismissed for cause, or terminated for failure to meet the employment commitment. As a FERP faculty member, you would still be a tenured faculty

member and a member of the collective bargaining unit with all the rights, protections and responsibilities related thereto.

18. DOES ENTERING FERP INCREASE MY VULNERABILITY TO LAYOFF?

Consistent with Article 38 of the CBA, your layoff vulnerability would increase as a FERP participant. Under FERP, you could be laid off prior to any probationary or tenured faculty in the department. However, you could be laid off only after all temporary faculty, full-time and part-time, were laid off.

19. IS IT POSSIBLE FOR ME TO REDUCE MY TIMEBASE ONCE I ENTER FERP?

The President may consider and approve a request for a reduction in time base under FERP. However, any change in time base will be permanent for the duration of your participation in the program.

20. MAY I BE EMPLOYED FOR SUMMER/WINTER INTERSESSION?

No. Article 29.14 prohibits additional employment within the CSU, or its auxiliary organizations that participate in PERS, beyond the FERP contract period.

21. MAY I TAKE A LEAVE WITHOUT PAY WHILE IN FERP?

Normally, no; however, Article 29 allows participants to take one leave without pay for documented medical reasons for all or part of the period of employment. The leave does not affect continued participation in FERP.

22. WHAT PROVISIONS ARE MADE FOR SICK LEAVE?

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 his/her accumulated sick leave by that amount for service retirement credit. Any absences due to illness or injury while in FERP would result in a reduction to your FERP salary for each day of absence at your daily rate of pay if you do not have sick leave credits. 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 for a maximum of forty-eight hours a year. A maximum of one hundred and sixty (160) hours of sick leave may be accrued during FERP. This sick leave may not be added to your retirement service credit at the end of your FERP participation.

23. WHAT ARE MY NORMAL DUTIES DURING MY TERM OF EMPLOYMENT UNDER FERP?

As a tenured faculty member, you will be required to perform normal responsibilities and your share of normal duties and activities including advising and committee work.

24. DO I RECEIVE ANY INSURANCE COVERAGE WHILE I AM WORKING?

You will be covered for workers' compensation and the CSU will provide a CSU dental plan on the same basis as such a plan is provided to other faculty. The provision of such a dental plan shall require that you were enrolled in a CSU dental plan immediately prior to your service retirement. FERP faculty are eligible for vision care under the terms of a side letter to the CBA. All other available insurance benefits will be derived through your PERS retirement.

25. HOW FREQUENTLY DO I GET PAID? (SEMESTER PLAN)

Your pay warrants will be issued as follows:

Teaching 100% in the Fall Semester: At the end of September, October, November, December, January, and February.

Teaching 100% in the Spring Semester: At the end of February, March, April, May, June, and July.

Teaching 50% each Semester (AY): At the end of September, October, November, December, January, February, March, April, May, June, July, and August.

26. WILL I GET ANY SALARY INCREASES DURING MY PARTICIPATION IN FERP?

FERP faculty will receive any General Salary Increases (GSIs) which are negotiated during their participation in the program. Faculty in FERP are not eligible for service salary increases (SSIs).

27. AFTER I COMPLETE MY FIVE YEARS PARTICIPATING IN THE PROGRAM, IS THERE ANY POSSIBILITY I COULD STILL BE EMPLOYED BY THE UNIVERSITY?

Yes, the program entitles you to employment for five years under specified conditions. After you have completed your participation in the program, you may apply for part-time teaching or short-term full-time temporary employment. Care must be taken, however, not to exceed the post-retirement restrictions imposed by PERS.

28. WHERE DO I GO IF I WANT MORE INFORMATION?

You are welcome to address your questions to the Office of Academic Affairs at (510) 885-3714. You should also obtain and read a copy of Article 29 of the Unit 3 (Faculty) Collective Bargaining Agreement.

Please Note: This information is accurate per current Collective Bargaining Agreement and is subject to change. These FAQs have been freely adapted from those at CSU Northridge.