

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 teaching to full-time retirement. It allows a faculty member to receive his/her retirement income plus receive up to one-half of a year's base salary for teaching one semester each year or half-time both semesters each year. Base salary excludes the Chair stipend for faculty serving as Chair at the time entering the FERP program. The program allows 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 are eligible for FERP if they (1) have reached the age of fifty-five (55), (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 AND COACHES ELIGIBLE FOR FERP?

No. Lecturers and Coaches 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. DO I HAVE TO RECEIVE APPROVAL TO ENTER THIS PROGRAM?

FERP is an employment right guaranteed to tenured faculty under Article 29 of the CBA. A tenured faculty member cannot be denied entrance into the program, provided that all the conditions specified in Article 29 of the CBA are met.

5. WHAT IF MY PROGRAM VOTES NOT TO APPROVE MY FERP REQUEST?

Program faculty do not make recommendations on requests for entering FERP. Your right to enter the program is only conditioned on your meeting the requirements outlined in Article 29 of the CBA.

6. 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.

7. WHAT HAPPENS IF I MISS THE DEADLINE DATE FOR NOTIFYING THE PRESIDENT IN WRITING BUT STILL WANT TO FERP?

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

8. 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.

9. MAY I DETERMINE THE SEMESTER 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 Program Chair and the AVP may 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. However, if mutual agreement cannot be reached, the President can alter the period of employment, provided that you receive a one hundred twenty (120) day notice.

10. 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 Program Chair and AVP 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 one semester in an academic year or more than half-time (50%) during both semesters in the academic year cannot be approved. For example, you could not teach full-time in the Fall semester and then change to half-time the following Spring semester.

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

Rarely. The University would like to accommodate as many faculty as possible. However, given the increasing numbers of faculty who are reaching retirement age and entering the program, it is possible that this will occur more frequently in the future.

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

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

13. IF MY BIRTHDAY IS IN SEPTEMBER, CAN I BEGIN FERP IN AUGUST BUT DELAY MY RETIREMENT?

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.

14. 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 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.

15. 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 his/her Program Chair and the appropriate AVP indicating the specific resignation date. A copy of the resignation letter should be forwarded to the Faculty Affairs office.

16. 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. 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.

17. 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. You could work full-time one semester. 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 full-time one semester or .25 both semesters under FERP. This limitation has to do with the Article 29 (FERP) employment restrictions mentioned in number 16 above.

18. 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, you would still be a tenured faculty member and a member of the collective bargaining unit with all the rights and protections thereto.

19. 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.

20. 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.

21. MAY I BE EMPLOYED FOR SUMMER/WINTER SESSION?

No. Article 29.14 prohibits additional employment within the CSU or its auxiliary organizations beyond the FERP contract period.

22. 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. While the leave does not affect continued participation in FERP, the year in which you took a medical leave would count as one of your five years of participation in the program.

23. WHAT PROVISIONS ARE MADE FOR SICK LEAVE?

Usually, when a faculty member retires, he/she has any remaining sick leave credits converted to PERS retirement service credit. You may elect to carry forward up to six (6) days, or forty-eight (48) hours, of sick leave credits into FERP. It is recommended that you do so, since most retiring faculty earn over \$400 per day. 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. While in the program, you will earn sick leave credits on a pro rata basis for up to six days (or forty-eight hours) a year and you may accumulate a maximum of twenty (20) days of sick leave credits, or one hundred sixty (160) hours, during your participation in the program. This sick leave may not be added to your retirement service credit at the end of your FERP participation.

24. 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. You will be barred from any peer review (personnel/RTP) committee work unless your program submits a request to the President and the President approves the request.

25. 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.

26. HOW FREQUENTLY DO I GET PAID?

Your pay warrants will arrive 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.

27. 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. In addition, FERP faculty are eligible for merit pay (1) if merit pay is negotiated, (2) if they meet the eligibility criteria, and (3) if they successfully complete the merit pay review process and are approved for a merit pay award. Faculty on FERP are not eligible for Service Salary Increases (SSIs).

28. 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. You may also contribute to the University as volunteer faculty.

29. CAN I BE GRANTED EMERITUS STATUS WHILE IN FERP?

Those faculty members participating in the Faculty Early Retirement Program may be granted Emeritus status after completing their final semester of teaching service. Information on the Emeritus policy can be found in SP 06-16.

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

You are welcome to address your questions to Donna Vea in the Faculty Affairs office at 437-8485. 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 as it applies to the current Collective Bargaining Agreement and is subject to change.