

**SKIDMORE COLLEGE
PHASED EMPLOYMENT PROGRAM
Plan Description**

The Phased Employment Program described in this document is an initiative which Skidmore College is taking to expand the options available to its eligible non-unionized employees (defined below) through a pre-retirement reduction of their full-time working commitment while gradually phasing into retirement over a period of years. For the College, the Program supports the anticipated needs for curricular and department flexibility.

Participation in the program is not an employee entitlement. The Program is voluntary for both the employee and the College, and all terms or arrangements will be mutually agreed upon and documented. All participants will retire at the completion of the agreed upon period. The initial arrangement for a reduction in employment is contingent upon budgetary feasibility as determined in the fall budget preparation/approval process immediately prior to the effective date of the Phased Employment Program request.

This plan description does not set forth all possible models for employment reduction; the offices of the participant's respective dean or vice-president and Human Resources are responsible for the administration of the program. For further information about your personal situation, please contact your dean, vice-president, or the Assistant Director of Human Resources for Benefits Administration.

I. ELIGIBILITY

You are eligible to apply for the Phased Employment Program if:

- You are an active employee or on an authorized leave of absence; and
- Your age and length of service combine to equal not less than 70. For example, an employee at age 50 is eligible to participate if he/she has worked for the College for at least 20 years; at age 55, participation could occur with at least 15 years of service; and
- You have attained the minimum age of 50 and the minimum of 15 years of full-time service, or its equivalent, and have been employed by the College full-time during at least the last seven years.

II. NOTICE PERIOD

Deadline for an application (which must be completed and submitted in conformance with Section IV of this plan description) is October 1 of the calendar year preceding that in which the employee wishes to begin phased employment. However, due to the complexity and scope of the information which should be considered by the individual (tax, medical, financial, life-style implications) and the College (staffing levels, curriculum shifts, etc.), eligible employees are strongly encouraged to advise their office director or department chair, and then their dean if applicable, or if not, to their vice-president of their interest by September 1 for the next fiscal or academic year.

III. DESCRIPTION OF PROGRAM

A. Definition of Employment Commitment

1. Faculty:

The basic arrangement for phased employment offers the faculty member the opportunity to teach within the contractual period not more than half of the regular full-time load for the department/discipline, including any interdisciplinary programs in which the faculty member may teach. Teaching in other College programs, such as the University Without Walls or summer school, is not included in this reduction and is not counted as part of the regular teaching load. In other words, participation in this program does not affect such other employment.

2. Employees Other than Faculty:

The basic arrangement for phased employment offers the participant the opportunity to work not more than half the regularly scheduled full-time hours for the department/office within which he/she currently is employed. Work in other College programs by those whose terms of employment do not require such other work is not included in this reduction (for example, administrators who teach occasionally for an academic department or for the University Without Walls). In other words, participation in this program does not affect such other employment.

B. Term of Program

The term of a phased employment agreement will be established as up to 5 years by advance agreement.

C. Salary/Stipend

The basic plan provides for half-time employment for half salary plus an employment stipend of 20% of the reduced salary (equal to 60% of salary). For less than half-time employment the salary will be proportional plus a 20% stipend of the reduced salary.

D. Benefit Implications

1. **Insurance:** The Program participant retains the full range of benefits available to regular, full-time, non-unionized employees (i.e. the Flexible Benefits Plan and tuition grants) to the extent permitted by applicable law and the Internal Revenue Code.
2. **Social Security (FICA):** Contributions are, by law, based on actual salary. Although typically the impact of the lower contribution based on the phased employment salary would be minimal, each employee is responsible for assessing the overall effect on his/her retirement situation.
3. **Retirement:** The College will continue to contribute to the participant's retirement plan as for regular, full-time, non-unionized employees. The contribution will be based on the participant's full base salary before phased employment to the extent permitted by applicable law and the Internal Revenue Code.
4. **College Supplemental Retirement Plan (formerly known as the Early Retirement Plan):** If the employee is eligible, benefits under the College's qualified Supplement Retirement Plan are

payable and based upon the effective date of retirement (i.e. at the conclusion of the phased employment period). The participant's reduced compensation will not affect his/her accrued benefits under the supplemental plan.

5. Supplemental Retirement Account (SRA): A participant in the Phased Employment Program can continue to contribute to an SRA under the contribution maximum outlined in the IRS regulations.
6. Vacation, holidays and disability: The College will continue these benefits based on the adjusted work schedule and salary.
7. Status: For the purpose of calculating length of service for benefits and College programs, a Program participant is considered a full-time employee.

E. Implications

1. Sabbaticals: Participants are not eligible for sabbatical or other types of paid leave.
2. Tenure: A tenured faculty member who participates in the Program shall be considered a full-time member of the faculty in good standing and shall retain all rights, privileges and responsibilities including community service; he/she hereby relinquishes his/her tenure and gives notice of retirement, both of which shall commence at the conclusion of the phased employment period.
3. Voting Privileges: The participant retains such voting privileges as previously enjoyed.
4. Promotion: The participant remains eligible for promotional consideration and evaluation on the same basis as regular, full-time employees. Any promotional increments will be prorated to reflect participation in the Phased Employment Program. This proration will be accomplished by adding the promotional increment to the unreduced salary base and then reducing the new salary base by the phased employment percentage.

F. Retirement Date

The participant is considered a retiree of the College at the conclusion of the phased employment agreement, and thereafter will no longer be treated or considered as an employee of the College.

IV. APPLICATION PROCEDURES

1. An eligible employee will submit a written request to first his/her office director or department chair, then to their dean if applicable or if not, then to their vice president.
2. The dean or vice president will consult with the department chair/office director, the applicant and other members of the department as appropriate to evaluate the request in terms of planning, personnel needs, space and support requirement as well as other pertinent factors.
3. The dean or vice president will review the proposed agreement terms with the Director of Human Resources or her/his designee for benefit and program review. The applicant, department chair/office director and other members of the department may be consulted on a follow-up basis as necessary.

4. The dean or vice president will approve, deny, or suggest a modification to the recommendation. The decision of the dean or vice president in all such cases shall be final and not subject to appeal or grievance.
5. The dean or vice president may submit a written report of the results of this consultation and a preliminary listing of proposed agreement terms, and their decision to approve or deny the request to the department chair/office director. At the discretion of the dean or vice president, the applicant may receive a copy of this report and recommendation.
6. As approved, all agreed upon terms and conditions will be stipulated in writing and signed by employee, the dean/office director, and vice president, before forwarding to Human Resources for further action.
7. Human Resources will notify the applicant in writing when their application has been approved, outline the agreed upon terms, and include a copy of the final signed Plan.
8. This written agreement is irrevocable absent a mutual agreement between the College and the participant to change the agreement. As with individuals in all employee categories, continued satisfactory performance is expected and is a condition of continued employment, even under the Phased Employment Program. Once an employee is terminated, all benefits under this program will cease.

V. EXCEPTIONS/DISCLAIMERS

The College retains the right to allow exceptions to the provisions of the Program. Upon the President's request the program may be reviewed, modified or terminated at any time without affecting already existing arrangements.

Participation in the Phased Employment Program does not confer any additional employment rights upon the participant, and such participants shall remain subject to all applicable policies and procedures of the College during the term of such phased employment.

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