

TO: INTERESTED FACULTY

FROM: John F. M. Flynn, Vice President, Dean of Academic Affairs

DATE: June 22, 1999

RE: PRERETIREMENT LEAVE (WITH TIMETABLE FOR IMPLEMENTATION) **UPDATED VERSION**

Thank you for your inquiry about the preretirement leaves referred to in my recent memorandum. Below please find the conditions which apply as per the memorandum of understanding between the college and the union for request after June 30, 1999.

MEMORANDUM OF UNDERSTANDING: PRERETIREMENT LEAVES

On application, a full-time teaching faculty member who signs a resignation/retirement letter with an effective date no more than 24 months in the future, can, during his/her last semesters, work half-time for half-pay and full medical benefits. The teaching faculty member would receive 26 paychecks, each for 50% of regular base pay. All other financial considerations (e.g. longevity, career compensation plan) would also be computed at 50%, as would accrual of additional sick days and personal days be computed at the 50% rate.

OPTION I – Teach full-time one semester, be on leave in the next semester.

(Teaching semester is always first)

OPTION II – Teach both semester but a total of 15 hours per year rather than 30 hours.

The faculty members could elect a one- or two-year period. Once the decision was made they would present an irrevocable letter of retirement/resignation with a date of either December 31 or August 31 within the next 24 months. While they could teach in the Fall and take the Spring off, or teach in the Spring and take the Fall off, they should start their period of preretirement leave with the teaching semester, to be followed by the leave semester. If they elect the 24-month option, each year must have teaching semester first.

In all cases, the faculty member must be able to be replaced by adjuncts (pure adjuncts or colleagues on overloads; in keeping with the maximum allowed by the contract and assigned via 3.9 seniority). Should the person's area of teaching expertise be so highly specialized that we cannot find adjuncts/overload candidates to cover the course(s), we might have to deny the leave request.

Should an early retirement package be made available during the period of the preretirement leave, the faculty member could submit a second letter requesting retirement with a date earlier than the first letter, without penalty. This would be allowed to coincide with the deadline of the early retirement incentive package.

If a faculty member wishes to arrange a faculty exchange in conjunction with the preretirement leave, it would have to be fully discussed and carefully negotiated so that both the faculty member and the College's interests were protected.

- A) Faculty exchanges only exist now in those cases in which there is a one-for-one exchange with someone able to teach all the regular load of the WCC exchange faculty member. The person coming in would continue to be paid by their home institution; have only the regular courses of the load of the WCC faculty member; have no seniority rights for overload (but could teach overload after all protected classes under 3.9 have the maximum load they wish, and is doable based on the number of sections available).
- B) Faculty exchange could be in lieu of the preretirement leave arrangement or could precede the arrangement. It could be combined with the preretirement leave by proposing one year of half-time teaching followed by one year of faculty exchange. As long as the obligations of the first year were met, the exchange year could be dropped if arrangements did not go through or if an early retirement incentive presented itself.

If a faculty member eventually selects a 24-month period and wishes to drop that to 12 months, that is permissible. The faculty member must complete the obligation to teach one full semester at half pay, to receive the next semester on leave with half pay.

The College will accept the letter of resignation/retirement dated 12 or 24 months in the future and will begin the steps necessary to fill the line after the end date. This date is irrevocable and cannot be extended (but it can be dropped to an earlier date).

CONDITIONS:

- A) Must be initiated by the full-time teaching faculty member.
- B) The full-time teaching faculty member must be willing to sign a retirement/resignation letter dated not more than 24 months in the future.
- C) The full-time teaching faculty member must agree to certain basic full-time faculty responsibilities not readily cut in half (evaluation for promotion, committee work). This would be set forth in memo form and signed by both the faculty member and the associate dean.

EXPANSION: This program is designed for teaching faculty but could be extended to librarian faculty, counseling faculty, and Academic Support Center Coordinators, if a request came from any of these groups, but only after due consideration was given to the ways in which those persons' work obligations differed from the teaching faculty as discussed above. Each case will be considered independently in the context of the requirements of the unit and the College. The administration reserves the right to grant or not grant the request based on administrative factors such as: can a replacement be reasonably found; can the unit function without this full-time member; or, are too many people from the same department requesting such a leave simultaneously.

Timetable/Deadlines

The Department, its chairperson, the Associate Dean and the Academic Vice President must have enough time to assess the impact of the proposed Pre-retirement Leave and then either recommend approval or denial. In order to be fair to the individual, the Department and the College, therefore, the following timetable should be adhered to by the applicant:

1. A non-binding letter of intent to apply must be filed by the end of the first month of the semester preceding the proposed start of the leave (e.g. January 31, 1997 for a leave starting September 1, 1998; September 30, 1998 for a leave starting January 1, 1999).
2. The non-binding letter of intent, written to the Vice President for Academic Affairs with copies to the Department Chair and Associate Dean, should state the proposed starting date of the pre-retirement leave (i.e. September 1998) and acknowledge that such a starting date would require that a letter of retirement, with an effective date, in this example, of not later than August 31, 2000, would have to accompany the actual application at the appropriate time. (see below)
3. The personnel office will be notified by the Vice President and begin a specific workup of the financial implications. The associate dean will be notified and will confer with the department chairperson to ascertain the impact of the pre-retirement leave, as proposed, on the department over the next year or two (depending on the proposal).
4. The personnel department will meet with the applicant during the following 30 days, if the applicant wishes.
5. By the end of the second month of the semester (October 30 or February 28) the individual will be notified by the Academic VP as to whether or not their leave has been approved for the date requested. This approval will pertain only to the time period originally indicated by the faculty member and will expire 30 days

prior to the date originally stated (November 30 or July 31). By this date, the faculty member should make formal application and must have presented an irrevocable letter of retirement with a date within the next 24 months (December 31 or August 31) and the memo of faculty responsibilities signed by the applicant and his/her associate dean.

Should the faculty member not take advantage of the approval by the deadline, the offer will expire and the next time he/she wish to be considered he/she would start from the beginning again. The reason for the 30-day window prior to commencing the program is that changes must be made in the payroll office to start the half pay.

Due to the many special circumstances and situations of teaching faculty, the Administration reserves the right to review each case on its own merits and to set the specific conditions of the leave. Once defined, the faculty member would have the right to accept or decline.

JFMF:bw

Ftfac/preretmmt leave 99