

June 15, 2026 - BOT Counterproposal

Article XXV – Phased Retirement

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Phased Retirement

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Section 9: Phased Retirement

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Section 1. Eligibility

Faculty Phased Retirement allows eligible ~~tenure-track faculty to request~~ Faculty an option for a phased, planned reduction in duties as they transition into retirement. During the transition, the ~~faculty~~ Faculty member will have a reduction in their full-time equivalent (FTE) workload assignment over a period not to exceed two years. The duties, expectations, and compensation for the ~~f~~Faculty member will be reduced by an amount commensurate with the ~~f~~Faculty member's FTE reduction. ~~Phased retirement is voluntary and requires mutual agreement by the Dean and Provost, or designee.~~

~~Faculty members who secure mutual agreement on their~~ The reduction in FTE over the two years of the phased retirement ~~remain members of the bargaining unit~~ shall result from a reduction in teaching work load (teaching, service, and research). Under no condition shall the Faculty member be offered a workload assignment in excess of that established below in C.1 and C.2 of this Section.

Whether or not to accept a phased retirement option will be at the sole discretion of the Faculty member. ~~are not retired during the phased retirement period. However, once a Faculty member has begun the first academic year of phased retirement are exempt from all reviews, evaluation processes, or merit awards.~~ the Faculty member's decision to retire in accordance with C.1-C.5 of this Section is final.

A. Eligibility:

Commented [DS1]: KSUFA believes that this provision belongs in Article XIV: Other Benefits. There are formatting changes throughout to reflect the one-level demotion of sections and sub-sections.

Commented [DS2]: We have language to this effect in A.2.

Commented [DS3]: The deleted language here is covered in A.3. The added language has been moved up from the closing section of the University's proposal.

Commented [DS4]: The deleted language here is covered in A.3-4. The added language has been moved up from the closing section of the University's proposal.

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~~1.~~ Full-time, nine or twelve-month ~~tenured faculty~~ Faculty who would otherwise be eligible to retire in their respective retirement plan with full or reduced benefits when the phased retirement period begins are eligible ~~to apply for phased retirement.~~

Section 2. Notification

~~The University will provide eligible Faculty with the option to phase their retirement over two years. 2. Phased retirement is voluntary and requires mutual agreement between the Faculty member, the Dean, and the Provost or designee of the Provost with respect to the specific reduction in duties and FTE for each of the two years of phased retirement.~~

Commented [DS5]: This replaces less explicit language in the opening section of the University's proposal and makes clear that the Faculty member is a party to this agreement.

~~3. Faculty members who secure mutual agreement on the details of their phased retirement remain members of the bargaining unit and are not retired during the phased retirement period.~~

Commented [DS6]: This is borrowed from language that had been in the opening section of the University's proposal.

~~4. Faculty in phased retirement are exempt from all reviews, evaluation processes, and merit awards. A Faculty member in phased retirement shall not count as a continuing Faculty member for the purpose of any salary increases provided for by this Agreement. Faculty in phased retirement shall not be eligible for a Faculty Professional Improvement Leave during the period of the phased retirement.~~

Commented [DS7]: This expands upon language that had been in the opening section of the University's proposal.

~~B. Notice:~~

~~1A. A Faculty member choosing the phased retirement option will notify the University using the provided electronic system by November 30th (of the year preceding the phased retirement) of the member's interest in phased retirement. The Dean will have until February 28th to secure agreement over the reduction in duties and FTE. If the parties do not agree, the process ends, and the faculty member may apply again in subsequent years.~~

Commented [DS8]: We've moved this into B.3 below.

~~2B. Upon receipt of the notice, the Dean will immediately begin discussions with the Faculty member concerning the specific reduction in duties and FTE over the two years of the phased retirement consistent with sections C.1 and C.2 below.~~

Commented [DS9]: This has been added to reflect KSUFA's concern that a dean might delay acting on the request making it difficult to reach agreement before the deadline.

C3. The Dean will have until February 28th to secure agreement with the Faculty member over the reduction in duties and FTE. If the parties do not agree, the process ends, and the Faculty member may apply again in subsequent years.

D4. The Dean will notify the ~~faculty~~ Faculty member via the electronic system on or before February 28th that the transition plan has been accepted by the University.

E5. After the University has accepted the plan, the ~~faculty~~ Faculty member cannot revoke the plan. All participants must retire from the University after two years of the transition plan, although the Faculty member may choose to leave earlier. ~~Each faculty member must decide when to receive their benefits from their retirement system.~~

Section 3. Phased Retirement.

The phased retirement option will be structured over two ~~academic~~ years as follows:-

- A. In the first year, the Faculty member will be eligible to receive full-time medical benefits (i.e., medical, dental, vision, and prescription benefits). However, both the Faculty member's compensation and FTE appointment will be reduced. This reduction will result in the Faculty member's ~~compensation and~~ FTE being set within the range of seventy-five percent (75%) to fifty percent (50%) of their full-time status. The reduced FTE must remain the same for the entire first year. ~~The~~ The Faculty member's compensation will be reduced to the identical percentage of the Faculty member's base annual contract salary from the year prior to ~~accepting~~ the first year of phased retirement. The salary minimum (floor) for the Faculty member's rank specified in Article XII, section 7 will be used to determine the medical benefit contribution rate, ~~and the same amount will serve as a reference point for calculating the reduction in compensation.~~
- B. In the second year, the Faculty member will be eligible to receive full-time medical benefits (i.e., medical, dental, vision, and prescription benefits). However, both the Faculty member's compensation and FTE appointment will be reduced. This reduction will result in

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the Faculty member's compensation and FTE ~~in being set within~~ the range of fifty percent (50%) to twenty-five percent ~~(%) (25%)~~ of their full-time status. The reduced FTE must remain the same for the entire second year. ~~The Faculty member's compensation will be reduced to the identical percentage of the Faculty member's~~ base annual contract salary from the year prior to ~~accepting the first year of~~ phased retirement. ~~The salary minimum (floor) for the Faculty member's rank specified in Article XII, section 7 will be used to determine the medical benefit contribution rate, and the same amount will serve as a reference point for calculating the reduction in compensation.~~

C. During the two-year period of the phased retirement, the ~~faculty~~ Faculty member will be eligible for other benefits as detailed below.

1a. Eligible for a tuition fee waiver at the same level as a full-time ~~faculty~~ Faculty member.

2b. Eligible for sick and vacation leave, as applicable, prorated based on the FTE for each year.

3c. Eligible for life insurance and ~~long-term disability~~ accidental death and dismemberment insurance based on the ~~reduced~~ minimum (floor) salary for ~~the Faculty member's rank for~~ each year.

Commented [DS10]: Faculty don't currently have a contractual provision that provides long term disability insurance benefit. They do have an accidental death and dismemberment insurance benefit per Article XIV, Section 1.A.

D4. The Faculty member will be fully separated from the University after completing the second year of phased retirement. —

E5. At any point during the two-year period of the phased retirement, the Faculty member may choose to fully retire in accordance with Article XVIII, Section 2 of this Agreement. —

~~The reduction in workload over the two years of the phased retirement shall result from a reduction in teaching load. Under no condition shall the Faculty member be offered a workload assignment in excess of that established in A-B of this Section.~~

Commented [DS11]: We have moved this to the opening section.

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~~A Faculty member who accepts the phased retirement option shall remain in the bargaining unit during the two years of the phased retirement but shall not count as a continuing Faculty member for the purpose of any salary increases provided for by this Agreement. A Faculty member who accepts the phased retirement option shall not be eligible for a Faculty Professional Improvement Leave during the two years of the phased retirement.~~

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~~Whether or not to accept a phased retirement option will be at the sole discretion of the Faculty member.~~ However, once a Faculty member has begun the first year of phased retirement, the Faculty member's decision to retire in accordance with A-E of this Section is final.

Commented [DS12]: We have language to this effect in section A.2-3.

Commented [DS13]: We've moved this into the opening section.

Commented [DS14]: We have language to this effect in B.5