

## **ARTICLE 35** **RETIREMENT**

35.§1 **ELIGIBILITY.** In order for a bargaining unit faculty member hired prior to January 1, 2012 to be eligible for University retirement fringe benefits and to be considered a retiree from Western Michigan University, he/she: 1) must have completed at least ten (10) years or the equivalent of full-time service in a Board-appointed, ranked faculty position; 2) must hold tenure in an academic department at the University prior to the effective date of retirement; 3) must be an employee at the time of retirement; and 4) must be at least fifty-five (55) years old. In order for a bargaining unit faculty member hired on or after January 1, 2012 to be eligible for University retirement fringe benefits and to be considered a retiree from Western Michigan University, he/she: 1) must have completed at least fifteen (15) years or the equivalent of full-time service in a Board-appointed, ranked faculty position; 2) must hold tenure in an academic department at the University prior to the effective date of retirement; 3) must be an employee at the time of retirement; and 4) must be at least sixty (60) years old.

35.§1.1 Faculty specialists who were full-time employees at Western immediately prior to becoming academic career specialists or faculty specialists may retire under the provisions of *Western's Human Resources Policies/Procedures Manual*, until such time as they meet the qualifications to retire as faculty, under this Agreement.

35.§2 **RETIREMENT NOTICE.** A faculty member who intends to retire shall notify Western by submitting his/her retirement letter by February 15 for retirement no earlier than the following December 30 and May 1 for retirement no earlier than the following April 30. This notification requirement may be waived at the discretion of Western, particularly for reasons of health, personal emergencies, or retirement income planning, although these stipulations are not considered a requirement for the approval of such waivers.

35§2.1 The written announcement of the decision to retire and its acceptance by the University Board of Trustees is irrevocable unless mutual agreement is attained between the faculty member **of** the University. Faculty members considering retirement are advised to seek the confidential counsel of the University Benefits Office before submitting a letter of intent to retire.

35.§3 **FRINGE BENEFITS.** Retirees shall remain eligible for fringe benefits as follows:

35.§3.1 *Life Insurance.* Retirees shall remain eligible for decreasing term life insurance with the University paying the full premium if the faculty member participated in the group life insurance plan for ten (10) years prior to retirement. The amount of coverage shall be at the same level provided to bargaining unit faculty during the life of this Agreement, but shall decrease to two thousand dollars (\$2,000) at age seventy (70) for retirees.

35.§3.2 *Medical Benefits.* A faculty member who elects to retire before the age of sixty-five (65) and is not eligible for MPSERS benefits, shall remain in the PPO plan as provided to full-time employed faculty until he/she qualifies for Medicare, at which time the University PPO plan becomes supplemental to Medicare. Those who are eligible for retirement benefits under MPSERS shall have a different plan under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty.

**35.§3.3** *Other Fringe Benefits*. Retirees are eligible for all fringe benefits as specified in Article 36, Other Fringe Benefits, of the Agreement to the extent possible and are eligible to obtain a permanent University identification card to use library services.

35.§4 **LOAD REDUCTION**. A faculty member who is at least fifty-five (55) years of age may request a reduction from the twenty-four (24) credit hours of regularly scheduled courses or the thirty-five (35) scheduled hours per week. If the chair denies the request for load reduction, the faculty member may appeal to the dean. The dean shall respond to the faculty member's appeal within ten (10) working days. If denial occurs at the level of the dean, the faculty member may appeal to the provost. The provost shall respond to the faculty member's appeal within fifteen (15) working days. The provost's decision shall be binding, and is not subject to the grievance process. The faculty member's salary shall be subject to prorated reduction on a per-credit-hour or hourly basis. The faculty member shall continue to receive all salary increments due under this Agreement on the aforementioned pro rata basis and Western shall continue to offer and make its contribution to the faculty member's fringe benefits, with the contribution to retirement based upon the prorated reduced salary but the retirement contribution shall be at one hundred forty percent (140%) of the contractual contribution rate. The Office of the Provost shall promptly notify the Chapter, in writing, whenever any such request from a faculty member is granted. A load reduction request under this article must include a date certain for retirement and, once the reduced load is approved, said reduction shall remain in effect until the faculty member's retirement. Faculty on such reduced loads shall not be eligible for summer I and summer II assignments.

35.§4.1 The request for a load reduction shall be made by September 15 of the year preceding the reduction. This notification requirement may be waived at the discretion of Western.

35.§4.2 The maximum length of a load reduction is five (5) years.