

STAFF PHASED RETIREMENT PLAN

(Managerial and Professional & Excluded Clerical & Technical Employees)

Amended and Effective June 1, 2020

I. PURPOSE

1.1 The Yale University Staff Phased Retirement Plan for Managerial and Professional and Excluded Clerical & Technical Employees (“Phased Retirement”) is designed to provide enhanced benefits to eligible employees.

II. DEFINITIONS

2.1 “Salary” shall mean the Participant’s annual base salary. Participants are eligible for full merit increases in year one of the phased retirement and for prorated increases in year two of the phased retirement.

2.2 “Participant” shall mean a Managerial and Professional and Excluded Clerical & Technical employee who has met the requirements for participation set forth in Section 4.1.

2.3 “Phased Retirement” Arrangement shall mean a written agreement between an eligible employee and the University as described in Section 5.1.

2.4 “Plan” shall mean this Staff Phased Retirement Plan for Managerial and Professional and Excluded Clerical & Technical employees.

2.5 “Plan Year” shall mean the period of twelve months commencing July 1 annually.

2.6 “Phased Retirement Start Date” shall mean the date the employee elects to begin the Phased Retirement Arrangement under Article V as indicated on the completed Phased Retirement Election and Agreement form.

2.7 “Retirement Date” shall mean the date set forth in a Phased Retirement Agreement on which an employee irrevocably agrees to retire.

2.8 “University” shall mean Yale University.

2.9 “Year of Employment” shall mean each full twelve-month period during which the individual continues to be employed, commencing on the date that the employee was hired, and ending on the Phased Retirement Start Date.

III. ADMINISTRATION

3.1 The Plan shall be administered by the University. As part of its administrative rights and duties, the University shall make rules and decisions which shall be final and binding upon every person regarding all aspects of the Plan, including, but not limited, as follows: eligibility to participate; loss of eligibility to participate; requirements to submit waivers of employment claims, or other forms, as a condition of participation; entitlement to and calculation of benefits set forth hereunder; work responsibilities, including transition of responsibilities, prior to full retirement, including during any period of a Phased Retirement Arrangement; and resolution of disputes, claims or questions. Changes to the offered terms, as provided under the Plan, of a Phased Retirement Agreement under Article V may be made by the Vice President for Human Resources and Administration on an individual basis for special circumstances, where the Vice President determines that such changes serve the best interests of the University.

3.2 Whenever the University under the terms of the Plan is permitted or required to do or perform any act, make any rule, or decide any issue, the same may be done by any duly authorized Officer of the University.

3.3 Any disagreement or dispute by any person claiming a benefit under the Plan regarding any aspect of the Plan or its implementation or administration shall be presented in writing to the University and the University's determination shall be final and binding.

IV. ELIGIBILITY

4.1 An employee of the University who (a) by the employee's Phased Retirement Start Date is (i) an active Managerial and Professional or Excluded Clerical & Technical employee, in good standing, (ii) has completed at least ten (10) continuous Years of Employment with the University, with the most recent three (3) Years of Employment in a full-time position (e.g., regularly scheduled 35 or more hours per week for 10 or more months per year), and (iii) is at least 55 years of age; (b) and is retirement eligible with a combined age and years of service greater than or equal to 75; (c) enters into a written Phased Retirement Arrangement under Article V, which gives an irrevocable commitment to the University to retire by the end of the phased retirement period.

4.2 Participation in the Plan by an eligible employee must be approved by the employee's Department head and Human Resources. Approval will be based on operational and financial needs of the department.

V. PHASED RETIREMENT ARRANGEMENT

5.1 Upon the request of an employee who is eligible to become a Participant and approval by the employee's Department head and Human Resources, the University and employee shall enter into a Phased Retirement Arrangement under this Plan. A Phased Retirement Arrangement will be based on one of the schedules below:

Two-year options are available through 10/30/2020 only; thereafter these options will be suspended.			
Option 1	Year 1	100% Salary	4-day workweek – (80%)
	Year 2	75% Salary	3- day workweek (60%)
Option 2	Year 1	100% Salary	4-day workweek – (80%)
	Year 2	100% Salary	4-day workweek – (80%)

Limited time cash incentive of \$1,000 per year of service will apply to all new one-year or less elections signed and approved between June 1 through October 30,2020, with retirement commencement by no later than 1/1/2021.

One-year options			
Option 1	Year 1	100% Salary	4-day workweek – (80%)
Option 2	Year 1 Month 1-6	100% Salary	4-day workweek – (80%)
	Year 1 Month 7-12	75% Salary	3-day workweek – (60%)

Participation in the University’s regular employee benefit plans will continue based on the relevant plan terms during the period of phased retirement. Notice of intent to elect must be given and a properly completed Phased Retirement Election and Agreement form, electing a Phased Retirement option, must be completed and approved prior to beginning the period of phased retirement. The Phased Retirement Election and Agreement form shall contain an irrevocable written commitment (in a form prescribed by the University) to retire by the Retirement Date.

VI. AMENDMENT AND TERMINATION

6.1 The University shall have the right to amend or terminate the Plan at any time prospectively or retroactively, and in whole or in part, to the extent that it may deem advisable including, but not limited to, an amendment or a termination that the University determines is necessary or appropriate to comply with any federal or state law, regulation, or other interpretation thereof. Any amendment or termination shall impose no obligation or liability on the University with respect to any employee, whether or not the employee has applied to become a Participant, prior to the time when the Phased Retirement Agreement has been signed by the employee and approved by the University.

6.2 In the event that the Plan is amended in a manner that materially affects its terms or benefits, the irrevocable commitment to retire by each employee who has previously entered into a Phased Retirement Arrangement, but who has not yet actually retired, shall continue in full force and effect. The University shall acknowledge in writing that the terms and benefits of the Plan prior to such amendment will continue to apply with respect to employee.

VII. INTERPRETATION AND OTHER CONDITIONS

7.1 The provisions of this Plan shall be construed and enforced according to the laws of the State of Connecticut.

7.2 Any obligations arising under the Plan shall be paid from the general assets of the University, and nothing contained in the Plan shall be deemed to create an obligation of the University to set aside or earmark funds. This Plan is unfunded.

7.3 In addition, this Plan is intended to constitute an early voluntary retirement incentive plan within the meaning of 29 U.S.C. §623(f)(2).

7.4 The University shall comply with applicable federal and state tax laws, including withholding appropriate federal and state taxes with respect to the payment of benefits.

7.5 Payouts and benefits under this Plan are non-assignable and non-transferable. The University shall not be liable for the debts, contracts, or obligations of Participants or their beneficiaries, and the rights to awards under the Plan may not be taken in execution by attachment or garnishment, or by any other legal or equitable proceeding while in the hands of the University; nor shall Participants or their beneficiaries have any right to assign, pledge, or transfer any benefits or payments hereunder. Notwithstanding the foregoing, the University shall comply with a domestic relations order, issued by a court of competent jurisdiction, with respect to amounts due to a Participant after the Participant has entered into a Phased Retirement Arrangement.