



FWS PHASED RETIREMENT AGREEMENT

Name: _____

Title, Series, Grade: _____

Location: _____

Work Phone Number: _____

Introduction

This is an employment agreement between (employee's name) referred to as "you" or "your" and the U.S. Fish and Wildlife Service (referred to throughout this document as "the employer" or "Service") so that the Service may retain you in a phased retirement status to fulfill a need. In return, you are committing to a period of service to the employer. This agreement must be signed by all parties prior to its effective date.

Position

This agreement is for the position of Title, Series, and Grade . If mutually agreed to, you may be detailed to perform work anywhere in or outside the Service or assigned to another position within the Service during the period of this agreement without any impact on your status. If assigned to a different Departmental element, then a new agreement is required.

Effective Date

The effective date of this agreement will be (date - the first day of the first pay period after phased retirement is approved or other mutually agreed upon date, if later) , which will be the date that your status changes from full-time to part-time as a phased retiree. That date will be documented on your SF-50, Notification of Personnel Action.

Period of Service

The period of phased retirement service will be for (initially for 6 months, not to exceed 2 years) beginning (insert the effective date from the previous section) and ending (date) . The period may be for a maximum of 2 years or terminated early for one of the reasons specified in the "Conditions" section of this agreement.

Work Schedule

The number of hours per pay period that you agree to work will be (50% of the number that the employee would work if full-time; normally 40) . The type of work schedule, i.e., regular, compressed, or flexible, and your tour of duty will be mutually agreed to with your supervisor or other approving official based on the work schedule options available in your organization. You may not work more

than the total number of hours per pay period described in this agreement unless you are approved to work overtime and all of the following conditions apply:

1. The work is necessary to respond to an emergency posing a significant, immediate, and direct threat to life or property.
2. The approving official determines that no other qualified employee is available to perform the required work.
3. You are relieved from performing the overtime work as soon as possible.
4. When an emergency situation can be anticipated in advance, management made advance plans to minimize any necessary overtime work that you are required to perform.

Compensation

1. Basic Pay – You will receive one-half your normal annual pay that you would otherwise receive as a full-time employee, along with your retirement annuity, as described in 5 CFR 848.501.
2. Premium Pay – You are eligible for overtime pay subject to the conditions above. Compensatory time off in lieu of overtime pay for irregularly scheduled overtime is not used in computing retirement benefits. Sunday pay, holiday pay, night pay, and premium pay are subject to normal payroll deductions, but are not used in computing retirement benefits.
3. Travel – You are eligible for compensatory time off for travel (travel comp).
4. Credit Hours – You are eligible to earn up to ¼ of your regular bi-weekly work requirement (number up to 10) credit hours per pay period if you are on a flexible work schedule that authorizes credit hours.
5. Retirement Annuity – You will receive a monthly annuity payment based on 50% of your highest three consecutive average pay years effective the same date as this agreement that is not subject to reduction for any benefit(s) or form of survivor annuity, but is subject to a court order providing for division, allotment, assignment, execution, levy, attachment, garnishment, or other legal process.
 - Unused sick leave will not be used in the computation of the phased retirement annuity. However, any unused sick leave will be taken into account at full retirement.
 - Lump-sum credit, i.e., the retirement contributions credited to you in the Retirement Fund, will be reduced by the monthly annuity paid during phased retirement.
6. Thrift Savings Plan (TSP) – You are eligible to apply for loans, financial hardship withdrawals, and age-based-in-service withdrawals.
 - At age 70.5, you do not have to take the mandatory minimum distribution if you are in a phased retirement period.
 - You are required to take a mandatory withdrawal choice by April 1st of the year following the year you become age 70.5. If you are still employed at that age, you must take a mandatory withdrawal by April 1st of the year following the year that you separate from Federal service.
7. Non-Federal Retirement Account – Payout may begin at age 59.5. By April 1st of the year following the year you become age 70.5, you are required to take a mandatory minimum distribution.

8. Social Security – If eligible, you will receive your benefit the year you elected to receive it. The Social Security Administration is responsible for applying the Government Pension Offset (GPO) as it applies to phased retirement. For additional information, including annual earnings limitations, see <http://www.ssa.gov/news/press/factsheets/colafacts2014.html>.
9. Other Income – There is no restriction on earning non-Federal income outside the 40 hours per pay period that you work for the Service other than normal conflict of interest and ethics regulations.

Payroll Deductions and Benefits Entitlements

1. Social Security, Medicare, and Income Tax Deductions – All Federal employees hired after 1984 are required to pay Federal and State income tax and the Medicare portion of Social Security. Employees who are excluded from Social Security taxes at the time they enter phased retirement continue to be excluded from Social Security coverage during the phased retirement period.
2. Retirement Contributions – You will continue to accrue credit toward, and make contributions for, an adjusted composite retirement annuity. Applicable deductions are made from your biweekly pay.
3. Health Insurance – You are eligible for the Federal Employee Health Benefit (FEHB) program and may continue your health plan or meet eligibility requirements for enrollment. Your premiums will continue to be deducted from your pay and employer contributions made as for full-time employees.
4. Life Insurance – You are eligible for the Federal Employee Group Life Insurance (FEGLI) program. Coverage amounts will be based on the full-time salary of the position. Your premiums will continue to be deducted from your pay (if applicable).
5. Thrift Savings Plan (TSP) – You are eligible to contribute to the plan up to the maximum annual amount allowed by the Internal Revenue Service. Normal restrictions for TSP loans, financial hardship withdrawals, and age-based, in-service withdrawals continue to apply.
6. Long -Term Care Insurance – You are eligible to participate if you meet enrollment requirements.
7. Union Dues – If you occupy a bargaining unit position, you are subject to the union dues as required by the applicable collective bargaining agreement.
8. Other Allotments – You are eligible to have allotments made the same as full-time and other part-time employees.

Worklife Benefits

1. Leave – You will accrue annual and sick leave on a reduced basis as a part-time employee, i.e., it is prorated based on the number of hours you are in a pay status. (For example, if you have been with the Service for more than 15 years and you work 40 hours per pay period, you will earn 4 hours of annual leave and 2 hours of sick leave.) You are subject to the applicable annual leave carryover ceiling. Phased retirees will not receive a lump-sum payment for unused annual leave until full retirement begins.

2. Holidays –You are entitled to a paid holiday when the holiday falls on a day when you would otherwise be required to work or take leave. If a holiday falls on a non-workday, you are not entitled to an “in lieu of” holiday.
3. Telework – If your position is eligible and if mutually agreed to with your supervisor and approving official, you may telework. Your supervisor determines the work schedule requirements for your telework arrangement (i.e., routine, situational, or medical) and the frequency of telework.

Conditions

1. Phased retirement is part-time permanent employment. You have all rights associated with this status.
2. The percentage of time (50%) and hours that you work per pay period (*normally 40 hours*) may not be changed during your phased retirement period. You may change to another position in the Service, another bureau, or another agency only if the working percentage (50%) does not change. You may accept a new full-time appointment in another agency at any time during phased retirement, but you would not be eligible for phased retirement again.
3. You may not be employed in the Federal Government in more than one phased retirement position at any time. However, you may be employed outside the Federal Government, such as self-employment, if there is no conflict of interest or ethics issue.
4. You must spend at least 20% of the time as a phased retiree mentoring, unless waived by the official who approves this agreement or his/her successor. He/she may only provide this waiver due to an emergency or other unusual circumstance, such as active military duty or receiving workers' compensation, that would make it impractical for you to fulfill this requirement. You are expected to have a work plan established and to maintain a record/log of your mentoring activities that ensures that this requirement is satisfied.
5. When the period of service in this agreement ends, you will be separated from the Service. The separation is considered voluntary because you entered into this agreement voluntarily. If you have a break in service of more than 3 calendar days from the date of termination, your status will be that of full retirement.
6. You reserve the right to elect full retirement at any time this agreement is in effect. Once effective, you will receive an adjusted composite retirement annuity.
7. You may ask to terminate this agreement early and return to regular, full-time status at any time this agreement is in effect, or within 3 calendar days of its expiration by using the applicable Office of Personnel Management (OPM)-approved form (Standard Form (SF) 3116), Part 2a.
 - a. If your request is approved by management, you may subsequently cancel it before the effective date by submitting a signed request to the same official who approved your initial request or his/her successor or higher official, and by obtaining approval to cancel. However, you may not elect phased retirement again, as you are limited to one election during your retirement-eligible lifetime. The effective date of your full-time status and termination of your retirement annuity is determined based on the day of the month that your request is approved within the Service or, if changing to another agency, the effective date that your position in the Service ends.

- b. If your request is not approved, the decision is not grievable or appealable. If there was an administrative error in processing your request, or it was submitted within the 3-day deadline but wasn't acted on within 15 working days of receipt, you may grieve the issue using the same procedure available to you if you were employed.
8. You may be eligible for a voluntary separation incentive payment (VSIP), which is also referred to as a buyout, when leaving phased retirement to separate and enter full retirement, but not at the same time as entering phased retirement.
9. You will continue to be subject to the Departmental and Service performance management system and required to maintain at least a fully successful or equivalent performance rating. You also must maintain all conditions of employment, such as an applicable security clearance (access authorization), medical or physical standards, and/or applicable professional credential. You must remain in the same position or occupation for the duration of the service period.
 - a. If your performance rating falls below the fully successful or equivalent performance rating level, your security clearance is revoked, you fail to maintain a medical or physical standard or a professional credential that is required for your position, or you are separated for cause, this agreement will be terminated.
 - b. You may appeal or, if applicable, grieve this action in accordance with 5 CFR 430.208(i)(2) or 752.406.
10. As a part-time employee, you are eligible for a pro-rated performance award.
11. The Service reserves the right to terminate this agreement early based on appropriate authorities by notifying you in writing (a notification that must include a description of your rights) at least 30 days in advance of the effective date of termination if:
 - a. The basis for entering into this agreement no longer exists (see the attached justification).
 - b. Funding is no longer available for your position.
 - c. Your position is subject to a management-initiated action, such as a reduction in force or reassignment, but not a transfer of function or reclassification when the competencies of the position are retained, or due to some other unforeseen management need.
 - d. You apply and are selected for a similar or different position in the Department other than the Service (e.g., another bureau).
 - e. The Service or OPM determines that you have been working a significant amount of overtime, in which case you will be returned to full-time status as if you elected to return to full-time status. The termination of this agreement under these circumstances is not grievable or appealable.
12. If you die during the phased retirement period, we consider it a death in service during part-time employment, with no credit for extra hours worked, for the purpose of determining survivor benefits.
13. If applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties who have signed this agreement are subject to those

changes. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties who signed the agreement.

Certification

I hereby certify that I have read and understand the terms and conditions of the agreement.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Supervising Directorate Member _____ Date _____

Human Resources Official _____ Date _____

Privacy Act Notice

Title 5 Code of Federal Regulations section 831.1713(d)(2) and 848.203(d)(2) require the use of an agreement to document a phased retirement work arrangement. Signing this agreement is voluntary, but if an employee does not sign this agreement, we determine that action to be a withdrawal of their request to work in a phased retirement status. Applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs use this agreement, and verify that it is properly completed, to process and make the payments and applicable deductions, to maintain appropriate documents that support the use of Government funds, to ensure compliance with the applicable laws and regulations, and to report the use of the authority for phased retirements as part of any reporting requirement to OPM or Congress, or both. The Service may not use the information collected in this document for any additional uses.

The official copy of this agreement is maintained in your electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system. Other copies may be maintained by the Service, such as by your supervisor and administrative support staff, which is appropriate under the OPM/GOVT-1 records system.

Attachment: Copy of the approved justification

Distribution:

- Original: Electronic Official Personnel File (e-OPF)
- Copy: Employee
- Departmental element
- Payroll record