

1 **Memorandum of Agreement between**
2 **Portland State University (University)**
3 **and the Portland State University Chapter**
4 **of the American Association of University Professors (Association)**
5 **March 18, 2022**

6 **Subject:** Phased Retirement Transition Program for Academic Professionals

7 **Recitals**

8 This agreement applies to all Academic Professionals employed at Portland State University
9 (PSU) and participating in the Public Employee Retirement System (PERS) Tiers One and Two,
10 in the Oregon Public Service Retirement Plan (OPSRP), or and in the Optional Retirement Plan
11 (ORP).

12 The parties recognize that Oregon Senate Bill 1049 changed the statutory limitations on work
13 after retirement effective January 1, 2020, but that these changes did not alter PSU's
14 institutional practices on post-retirement employment. Under PSU's post-retirement
15 appointments, there are various hour limits to post-retirement appointments based on an
16 employee's specific plan (PERS/OPSRP/ORP) and tier level (One, Two, Three, Four). While
17 this remains PSU's practice, the University wishes to provide a brief exception to offer Academic
18 Professionals a phased retirement process at the same time it is offering retirement transition
19 programs to its tenured faculty and non-tenured faculty on continuous appointments.
20

21 The parties share an interest in offering a phased retirement program (referenced below as
22 Phased Retirement Program or Program) to eligible PSU's Academic Professionals to ease
23 their transition into retirement. This Phased Retirement Program for Academic Professionals is
24 intended to support the retirement transition of the participating Academic Professional and
25 needs of the unit they are working in by providing for a period of post-retirement work for the
26 retired Academic Professional at .5 FTE for up to 12 months after the Academic Professional's
27 retirement from PSU.

28 **Agreement:**

- 29 1. Academic Professionals who want to participate in the Program are responsible for verifying
30 the terms and conditions of their Oregon retirement program prior to entering into an
31 agreement under this Phased Retirement Program.
32
- 33 2. Neither this agreement nor any Phased Retirement Agreement (referenced below)
34 developed under this Program will alter the terms and conditions of any Oregon retirement
35 plan or program (the PERS, OPSRP or ORP programs). In the event of any conflict, the
36 provisions of the Oregon retirement plan (the PERS, OPSRP or ORP programs) documents
37 will apply instead of any conflicting term of this MOA or of any Phased Retirement
38 Agreement entered into through this MOA.
39
- 40 3. In case of conflict between this document or any Phased Retirement Agreement developed
41 under this Program and Oregon law or regulations concerning or regulating
42 PERS/OPSRP/ORP and federal law and regulations, the state and federal law and
43 regulations will apply instead of any conflicting term of this MOA or of any Phased
44 Retirement Agreement entered into through this MOA.
45

- 1 4. Qualifying Academic Professionals who are PERS, OPSRP, or ORP participants may enter
2 into a Phased Retirement Agreement which will take effect on or after the Normal
3 Retirement Age of their specific Oregon retirement plan (the PERS, OPSRP or ORP
4 Programs). For ease of reference, Normal Retirement Age (NRA) differs for these various
5 Oregon retirement plans, described as follows for ease of reference:
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7 a. Tier One PERS participants have an NRA of 58 years of age or older or 30 years
8 of service.
9 b. Tier Two PERS participants have an NRA of 60 years of age or older or 30 years
10 of service.
11 c. OPSRP participants have an NRA of 65 years of age or older or 58 years of age
12 or older and 30 years of service.
13 d. ORP participants have an NRA of 55 years of age.
14
- 15 5. Participation in the Program is voluntary, not a right, and is at the discretion of the
16 supervisor. To participate in this Phased Retirement Program, the Academic Professional
17 must notify the supervisor of their interest prior to their expected retirement date. It is
18 recommended that the employee initiate this process *at least* three months prior to their
19 expected date of retirement so that the employee and supervisor have time to discuss the
20 terms of a Phased Retirement Agreement and have that agreement memorialized prior to
21 the expected retirement date. The participating Academic Professional should discuss their
22 retirement plans and all post-retirement options with HR and with their ORP Retirement or
23 PERS representative, as applicable.
24
- 25 6. PSU reserves the right to determine whether the unit employing the retiring Academic
26 Professional can accommodate and benefit from their post-retirement employment of .5 FTE
27 and determine the specific work duties and employment period post-retirement. The
28 supervisor will make these determinations after discussion with and input from the retiring
29 employee. The supervisor must respond within 30 calendar days to the Academic
30 Professional's request to participate in the program indicating if PSU intends to grant the
31 member's request. If feasible, the supervisor will then create a proposed Phased Retirement
32 Agreement for the retiring employee's consideration. The retiring employee will be granted
33 an opportunity to give feedback and engage in the dialog in the creation of the Phased
34 Retirement Agreement.
35
- 36 7. Any Phased Retirement Agreement shall contain the following terms:
37
38 a. The Phased Retirement Agreement will stipulate the duration of post-retirement
39 employment with specific dates of employment, hours of work, worksite, and the
40 scope of work and duties of their .5 FTE post-retirement employment at PSU. The
41 term (or duration) of post retirement employment may be up to, but not exceed, 12
42 months. The hours of work may not exceed 1040 hours in a calendar year.
43
44 b. The Phased Retirement Agreement will identify the date of retirement of the
45 Academic Professional and the dates of the post-retirement employment period.
46 Regardless of the date of retirement and the first date of the post-retirement
47 employment period, the post-retirement employment period for the employee may
48 not continue after 12 months from their date of retirement and in all instances must
49 end no later than December 31, 2024 (for example for an employee with a retirement

- 1 date of August 31 2024, the Phased Retirement Agreement can provide for only 4
2 months of post-retirement employment).
- 3 c. The Phased Retirement Agreement will state that the post-retirement employment
4 will be on a .5 FTE basis and that at the end of the post-retirement employment
5 period, the employee will relinquish their position and their employment will end.
- 6 d. The Phased Retirement Agreement will identify the salary of the Academic
7 Professional during the post-retirement employment period. The Academic
8 Professional's salary during the post-retirement employment period will be based on
9 the employees' base salary for full-time employment paid in the month immediately
10 preceding their retirement.
- 11 e. The Phased Retirement Agreement will state that the Academic Professional will
12 receive benefits during their post-retirement employment period in accordance with
13 the benefit plan they are enrolled in.
- 14 f. The retirement date and the post-retirement employment period may not begin until
15 the Academic Professional has reached NRA, although the Phased Retirement
16 Agreement may be entered into before that date.
- 17
- 18 8. The Phased Retirement Agreement must be approved by the Academic Professional's
19 Supervisor and the Vice-President of Human Resources. The Phased Retirement
20 Agreement must also be reviewed and approved by the Vice Provost of Academic
21 Personnel before it is finalized. A copy of the agreement will be forwarded to the Association
22 no later than the last Friday in June of each year of the program.
- 23
- 24 9. After the post-retirement employment period identified in the Academic Professional's
25 Phased Retirement Agreement, the retired employee may work under additional
26 agreements as permissible for their specific plan and tier; however, continued employment
27 with PSU after the post-retirement employment period stated in any Phased Retirement
28 Agreement is not a provided for by this MOA and may not be agreed to under any Phased
29 Retirement Agreement.
- 30
- 31 10. Academic Professionals who participate in this Phased Retirement Program will be entitled
32 to a COLA as defined by Article 30, Section 3 of the PSU-AAUP collective bargaining
33 agreement during the post-retirement employment period identified in any Phased
34 Retirement Agreement. The COLA shall be commensurate with their FTE in the post-
35 retirement period of service.
- 36
- 37 11. Academic Professionals who participate in the Phased Retirement Program will receive
38 access to health insurance outlined in Article 31 of the 2021-2024 CBA during the post-
39 retirement employment period that is identified in the Phased Retirement Agreement.
- 40
- 41 12. Academic Professionals who participate in the Phased Retirement Program will have access
42 to their prorated IPDA account commensurate with their FTE and distributions through the
43 effective date of their retirement as defined in Article 19, Section 3 of the 2021-2024 CBA.
- 44
- 45 13. Academic Professionals who participate in the Phased Retirement Program will have access
46 to benefits outlined in Article 15 and Article 25 of the 2021-2024 CBA upon their .5 FTE
post-retirement employment at PSU.



1 14. Academic Professionals who participate in the Phased Retirement Program will continue to
2 accrue prorated sick and vacation time commensurate with their FTE upon their .5 FTE
3 post-retirement employment at PSU.
4

5 15. Academic Professionals who participate in the Phased Retirement Program are not eligible
6 for Academic Professional Advancement during the post-retirement employment period that
7 is identified in the Phased Retirement Agreement.
8

9 16. Nothing in this MOA or in any Phased Retirement Agreement shall be understood to limit
10 PSU's right to engage in performance management and/or discipline of a participating
11 employee, whether pre-retirement or during the post-retirement employment period.
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13 17. This Program will be monitored by OAA to ensure compliance. Questions about program
14 implementation and compliance may be brought to the OAA.
15

16 This agreement shall be effective upon signature and ratification of the PSU-AAUP
17 membership, and shall remain in effect until June 15, 2024.
18

<u>For the University</u>	<u>For the Association</u>
 _____ Shelly Chabon, Vice Provost for Academic Personnel	 _____ David Kinsella, Vice President Collective Bargaining
3/18/2022 _____ Date	3/18/2022 _____ Date

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