

**Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 5, 2023**

Subject: Time-Period Extension of Phased Retirement Transition Program for Academic Professionals

Recitals

The Phased Retirement Program for Academic Professionals is intended to support the retirement transition of the participating Academic Professional and needs of the unit they are working in by providing for a period of post-retirement work for the retired Academic Professional at 0.5 FTE for up to 12 months after the Academic Professional's retirement from PSU. The program is available to all Academic Professionals employed at Portland State University (PSU) and participating in the Public Employee Retirement System (PERS) Tiers One and Two, in the Oregon Public Service Retirement Plan (OPSRP), or and in the Optional Retirement Plan (ORP).

The parties agree to an extension of the program to be implemented on the terms and conditions below which, although substantially similar to, are intended to supersede the March 18, 2022 Memorandum of Agreement: Phased Retirement Transition Program for Academic Professionals.

Agreement

1. Academic Professionals who want to participate in the Program are responsible for verifying the terms and conditions of their Oregon retirement program prior to entering into an agreement under this Phased Retirement Program.
2. Neither this agreement nor any Phased Retirement Agreement (referenced below) developed under this Program will alter the terms and conditions of any Oregon retirement plan or program (the PERS, OPSRP or ORP programs). In the event of any conflict, the provisions of the Oregon retirement plan (the PERS, OPSRP or ORP programs) documents will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.
3. In case of conflict between this document or any Phased Retirement Agreement developed under this Program and Oregon law or regulations concerning or regulating PERS/OPSRP/ORP and federal law and regulations, the state and federal law and regulations will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.
4. Qualifying Academic Professionals who are PERS, OPSRP, or ORP participants may enter into a Phased Retirement Agreement which will take effect on or after the Normal Retirement Age of their specific Oregon retirement plan (the PERS, OPSRP or ORP Programs). Normal Retirement Age (NRA) differs for these various Oregon retirement plans, described as follows for ease of reference:

- a. Tier One PERS participants have an NRA of 58 years of age or older or 30 years of service.
 - b. Tier Two PERS participants have an NRA of 60 years of age or older or 30 years of service.
 - c. OPSRP participants have an NRA of 65 years of age or older or 58 years of age or older and 30 years of service.
 - d. ORP participants have an NRA of 55 years of age.
5. Participation in the Program is voluntary, not a right, and is at the discretion of the supervisor. To participate in this Phased Retirement Program, the Academic Professional must notify the supervisor of their interest prior to their expected retirement date. It is recommended that the employee initiate this process *at least* three months prior to their expected date of retirement so that the employee and supervisor have time to discuss the terms of a Phased Retirement Agreement and have that agreement memorialized prior to the expected retirement date. The participating Academic Professional should discuss their retirement plans and all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.
6. PSU reserves the right to determine whether the unit employing the retiring Academic Professional can accommodate and benefit from their post-retirement employment of 0.5 FTE and determine the specific work duties and employment period post-retirement. The supervisor will make these determinations after discussion with and input from the retiring employee. The supervisor must respond within 30 calendar days to the Academic Professional's request to participate in the program indicating if PSU intends to grant the member's request. If feasible, the supervisor will then create a proposed Phased Retirement Agreement for the retiring employee's consideration. The retiring employee will be granted an opportunity to give feedback and engage in the dialog in the creation of the Phased Retirement Agreement.
7. Any Phased Retirement Agreement shall contain the following terms:
 - a. The Phased Retirement Agreement will stipulate the duration of post-retirement employment with specific dates of employment, hours of work, worksite, and the scope of work and duties of their 0.5 FTE post-retirement employment at PSU. The term (or duration) of post retirement employment may be up to, but not exceed, 12 months. The hours of work may not exceed 1040 hours in a calendar year.
 - b. The Phased Retirement Agreement will identify the date of retirement of the Academic Professional and the dates of the post-retirement employment period. Regardless of the date of retirement and the first date of the post-retirement employment period, the post-retirement employment period for the employee may not continue after 12 months from their date of retirement and in all instances must end no later than December 31, 2026 (for example for an employee with a retirement date of August 31 2026, the Phased Retirement Agreement can provide for only 4 months of post-retirement employment).
 - c. The Phased Retirement Agreement will state that the post-retirement employment will be on a 0.5 FTE basis and that at the end of the post-retirement employment period, the employee will relinquish their position and their employment will end.

- d. The Phased Retirement Agreement will identify the salary of the Academic Professional during the post-retirement employment period. The Academic Professional's salary during the post-retirement employment period will be based on the employees' base salary for full-time employment paid in the month immediately preceding their retirement.
 - e. The Phased Retirement Agreement will state that the Academic Professional will receive benefits during their post-retirement employment period in accordance with the benefit plan they are enrolled in.
 - f. The retirement date and the post-retirement employment period may not begin until the Academic Professional has reached NRA, although the Phased Retirement Agreement may be entered into before that date.
8. The Phased Retirement Agreement must be approved by the Academic Professional's Supervisor and the Vice President of Human Resources. The Phased Retirement Agreement must also be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later than the last Friday in June of each year of the program.
 9. After the post-retirement employment period identified in the Academic Professional's Phased Retirement Agreement, the retired employee may work under additional agreements as permissible for their specific plan and tier; however, continued employment with PSU after the post-retirement employment period stated in any Phased Retirement Agreement is not provided for by this MOA and may not be agreed to under any Phased Retirement Agreement.
 10. Academic Professionals who participate in this Phased Retirement Program will be entitled to a COLA as defined by Article 30, Section 3 of the 2021-2024 collective bargaining agreement during the post-retirement employment period identified in any Phased Retirement Agreement. The COLA shall be commensurate with their FTE in the post-retirement period of service.
 11. Academic Professionals who participate in the Phased Retirement Program will receive access to health insurance outlined in Article 31 of the 2021-2024 CBA during the post-retirement employment period that is identified in the Phased Retirement Agreement.
 12. Academic Professionals who participate in the Phased Retirement Program will have access to their prorated IPDA account commensurate with their FTE and distributions through the effective date of their retirement as defined in Article 19, Section 3 of the 2021-2024 CBA.
 13. Academic Professionals who participate in the Phased Retirement Program will have access to benefits outlined in Article 15 and Article 25 of the 2021-2024 CBA upon their 0.5 FTE post-retirement employment at PSU.

14. Academic Professionals who participate in the Phased Retirement Program will continue to accrue prorated sick and vacation time commensurate with their FTE upon their 0.5 FTE post-retirement employment at PSU.
15. Academic Professionals who participate in the Phased Retirement Program are not eligible for Academic Professional Advancement during the post-retirement employment period that is identified in the Phased Retirement Agreement.
16. Nothing in this MOA or in any Phased Retirement Agreement shall be understood to limit PSU's right to engage in performance management and/or discipline of a participating employee, whether pre-retirement or during the post-retirement employment period.
17. This Program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2026.

<u>For the University</u>	<u>For the Association</u>
 <small>Shelly Chabon (Jun 5, 2023 16:57 PDT)</small> <hr/> Shelly Chabon, Vice Provost for Academic Personnel 06/05/2023 <hr/> Date	 <hr/> David Kinsella, Vice President Collective Bargaining 06/05/2023 <hr/> Date