ARTICLE 15 – Retirement and Early Retirement

| Tenure and Tenure Track: Bargaining Unit members shall provide written notice of their retirement date no less than one year prior to retirement. Fixed Term Bargaining Unit members shall provide written notice of their retirement date no less than six months before the beginning of Fall term prior to retirement. Notification shall be made to the respective Dean or Director, with a copy to Human Resources. |

A. Retirement

Section 1:
Eastern Oregon University shall continue to pay on behalf of members then participating in the Public Employees Retirement System (PERS) the statutorily required employee's contribution (ORS 238.200 and ORS 243.800), including the amount required under ORS 238.215 if other options have been selected. The University shall continue to pick up the employees six percent contributions under ORS 238.205. Such payments on behalf of members shall continue until such earlier time as a member shall cease to be a participating member of PERS.

Section 2:
The full amount of members’ required contributions paid by Eastern Oregon University to PERS on behalf of members shall be considered as “salary” within the meaning of ORS 238.005 (20) for the purpose of computing “final average salary” in determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. The contributions paid by the University on behalf of members shall be credited to employee accounts pursuant to ORS 238.200(2), ORS 238.215 and 243.800 if applicable, and shall be considered to be employee contributions for the purposes of ORS Chapter 238.

Section 3: Optional Retirement Plan

Bargaining unit members participating in the Optional Retirement Plan will not have the six percent (6%) employee contribution picked up by Eastern Oregon University made to an IAP.

Section 4: IAP

a) Effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to PERS for PERS members, Eastern Oregon University will pay the six percent (6%) employee contribution to the employee’s Individual Account Program (IAP) established under HB 2020.

b) Effective January 1, 2004, if the employee IAP account is declared invalid or is otherwise eliminated and a replacement is not available, then, effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent
(6%) shall be paid to eligible employees, its equivalent, pursuant to the relevant chapter of law for governing PERS employee contributions.

c) If for any reason the six percent (6%) payment by Eastern Oregon University described above is declared invalid or otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such case, employees’ six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as ‘pre-tax’ contributions pursuant to Internal Revenue Code Section 414(h)(2).

d) In no case shall there be a six percent (6%) increase under both (b) and (c).

e) The above provisions regarding the IAP and the six percent employee contribution are not applicable to members in the ORP.

Section 5:

Sabbaticals and paid release for union duties, as well as University approved unpaid leaves shall not be considered by the University a break in service to the University.

B. Tenure Relinquishment

Section 11: The relinquishment of tenure is accomplished through the development and signing of a “tenure relinquishment agreement.” Upon execution by the University and a faculty member of an agreement to relinquish tenure and retire at a date certain no later than three years from the date of the tenure relinquishment agreement, the faculty member’s base 9-month salary is immediately increased by six percent. The faculty member is eligible to participate in any subsequent salary increases negotiated by AAP and the university. The faculty member’s tenure status changes from “indefinite tenure” to “fixed-term” upon signing the agreement. However, for purposes of possible changes in appointments resulting from sanctions for cause or elimination or reduction of programs, the faculty member will be treated as though she or he had indefinite tenure. Faculty who relinquish their tenure under this section shall continue to possess all the rights and privileges and responsibilities of a bargaining unit member under this contract, including service to the university and other assignments.

Section 22: The process of forming a tenure relinquishment agreement is initiated by meeting with the Dean or Director. A tenure relinquishment proposal is then developed, often going through a number of drafts, to assure that the agreement meets the needs of the University and the faculty member. After discussing possibilities and preferences, the Provost will prepare a final agreement that can be signed, further refined or forgotten. Once executed, the tenure relinquishment agreement can be amended by mutual agreement in writing.

Section 33:
The parties agree to review the effectiveness and purpose of the tenure relinquishment program in subsequent negotiations.

C. Post-Retirement Employment

Section 14.
Bargaining unit members may apply to continue their employment with the University after the date of their retirement, consistent with the applicable rules and regulations of the Public Employees Retirement System (PERS).

Applications to continue employment under this section shall be approved at the discretion of the Dean of the College or the Library Director consistent with the needs of the University.

Section 2.
Bargaining Unit members shall provide written notice of their retirement date no less than one year prior to retirement. Notification shall be made to the respective Dean or Director, with a copy to Human Resources. It is the responsibility of the individual retiree to ensure he or she remains within appropriate hours worked (1040 under Tier 1 & 2, or 600 under OPSRP) as directed by PERS rules and regulations.

Tentative Agreement

2/13/14
Date

EOU

AAP