



# Board of Governors Meeting

**Wednesday, May 15, 2019 at 4 p.m.**

Via Conference Call

- 4 p.m.      Call to order and roll call
- Public Comment
- Appointment of Edinboro University president (ACTION)
- Ratification of side letter with APSCUF for the Voluntary Phased Retirement Program (ACTION)
- New Business
- Adjourn

*An executive session may be called at the Chair's discretion.*

**Board of Governors' Meeting**  
May 15, 2019

**SUBJECT:** Ratification of side letter with APSCUF for the Voluntary Phased Retirement Program (ACTION)

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**UNIVERSITIES AFFECTED:** All

**BACKGROUND:** The “Voluntary Phased Retirement Program” will allow eligible faculty members to reduce their work commitment over a defined period of time in anticipation of full retirement. This program will be beneficial to both the faculty member and the university—allowing both parties to effectively plan ahead—providing adequate time for tenured faculty members to share their knowledge and experience with the next generation of faculty prior to retirement.

Summary –

- An eligible faculty member may propose a phased retirement arrangement for a duration of one to three years with a reduced workload at any increment between 50% and 99% of the full-time workload, except during the final year of the arrangement, when the reduced workload may be between 25% and 99% of full-time.
- The participating faculty member’s base salary and any benefits that are based upon salary—including life insurance and retirement plan contributions—will be prorated based upon the salary applicable to the reduced phased retirement workload.
- Participating faculty members will continue to be considered full-time for purposes of healthcare eligibility at the full-time employee premium rates, and will have eligibility at the full-time level for the benefits provided by the Pennsylvania Faculty Health & Welfare Fund (dental and vision benefits).
- The phased retirement arrangement must be initiated by the faculty member and is subject to review by the respective Dean or other appropriate manager and approval by the university President. Both the faculty member and the university President will execute a formal agreement prior to the beginning of the semester, which—upon full execution—will be irrevocable.

**MOTION:** That the Board ratifies the side letter regarding voluntary phased retirement and authorize the Chancellor to execute the appropriate documents.

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**Supporting Documents Included:** Side letter tentative agreement

**Other Supporting Documents Available:** N/A

**Reviewed by:** Board in previous executive session(s)

**Prepared by:** Brian Mbuu

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## **TENTATIVE AGREEMENT**

### **Side Letter between APSCUF and PASSHE**

#### **Voluntary Phased Retirement Pilot Program**

The Pennsylvania State System of Higher Education ("State System") and the Association of State College and University Professionals ("APSCUF") agree to implement a Voluntary Phased Retirement Program ("the Program"), on a pilot basis, to address the needs of faculty members in an APSCUF-represented bargaining unit who wish to transition into full retirement while continuing to provide service to the State System. The Program allows participants to reduce their work commitment over a defined period at a reduced compensation level pursuant to an approved Phased Retirement Arrangement ("Arrangement").

#### **A. Program Commencement, Evaluation, Adjustment and/or Discontinuation**

1. Eligible faculty members may participate in the Program pursuant to the terms of an approved Arrangement beginning in the Fall Semester 2019, or beginning with any Fall semester thereafter unless and until the Program is adjusted or discontinued in accordance with the terms of this Side Letter.
2. By no later than August 1, 2022, the State System and APSCUF will evaluate and assess the Program for continuation or adjustment. Any adjustment to the Program will be memorialized in an amended Side Letter, subject to any required ratification or other approval process.
3. The State System or APSCUF may discontinue the Program with 60 days' advance written notice to the other party. Upon such notice, the parties will negotiate the terms of the discontinuation of the Program. If no agreement on the terms of discontinuance is reached within the 60 days, then no new Arrangements may be submitted for approval after expiration of the 60-day period. Any Arrangement submitted prior to the expiration of the 60-day period will conclude at the end of the approved Arrangement period.
4. Any faculty member with an approved Arrangement as of the date of adjustment or discontinuation of the Program may continue to participate under the terms of their approved Arrangement. Any adjustment or discontinuation shall have only prospective impact.
5. Immediately upon ratification of this Side Letter, the State System shall amend its Alternative Retirement Plan (ARP) plan document to allow participants in the Program to withdraw a portion of their ARP account prior to retirement. The amendment shall require that a minimum amount of \$25,000 must remain in the ARP account while the faculty member is participating in the Program.

6. Immediately upon ratification of this Side Letter, the parties will jointly recommend to the Pennsylvania Faculty Health and Welfare Fund ("Fund") Trustees that the eligibility rules be adjusted to allow faculty participating in the Program to continue to receive Fund benefits at the full-time level.

**B. Eligibility**

1. Participation in the Program is limited to regular full-time faculty members.
2. Eligibility for participation in the Program will be based upon meeting the majority paid annuitant healthcare eligibility under the Collective Bargaining Agreement (age 60 with 10 years of service if hired prior to Fall 1997, age 60 with 15 years of service if hired Fall 1997 to June 2004, age 60 with 20 years of service if hired after July 1, 2004, or 25 years of service regardless of age) as follows:
  - a. Meeting the required years of service at the beginning of the phased retirement period established in the approved Arrangement.
  - b. Meeting the required age by the conclusion of the phased retirement period established in the approved Arrangement.

University human resources will utilize a checklist to verify the eligibility of the participant.

**C. Individual Faculty Member Phased Retirement Arrangement**

1. An individual Arrangement must be initiated by the faculty member, and is subject to review and approval by the respective Dean or other appropriate manager and the university President (or his/her designee). Both the faculty member and the university President (or his/her designee) will execute a formal agreement outlining the specifics of the faculty member's approved Arrangement. Once the Arrangement is fully executed, it is irrevocable.
2. The faculty member must submit the proposed Arrangement to his or her Dean or other appropriate manager, with a copy to his or her Department Chair and the University President (or his/her designee), no later than 90 days prior to the proposed start of the Arrangement, for Arrangements proposed to begin with the Fall 2019 semester. Thereafter, the proposed Arrangement must be submitted no later than 120 days prior to the proposed start of the Arrangement.
3. Within 30 days after submission of the proposed Arrangement, the university President (or his/her designee) will notify the faculty member whether the proposed Arrangement is: (a) approved; (b) provisionally approved with modification(s); or (c) disapproved. A notice of provisional approval with modification(s) shall specify the modification(s) required for approval. Following receipt of a provisional approval with modification(s), the faculty

member may agree to the modification(s) or decline to participate in the Program based on the modified terms. A notice of disapproval shall include an explanation of the reason for disapproval. The decision by the President (or his/her designee) to disapprove a proposed Arrangement is only subject to challenge through the grievance procedure where the individual faculty member asserts the decision was discriminatory or arbitrary and capricious.

4. The final approved Arrangement must be executed by the faculty member and the University President at least 45 days prior to the start of the semester for Arrangements proposed to begin with the Fall 2019 semester. Thereafter, the final approved Arrangement must be executed at least 60 days prior to the start of the semester in which the Arrangement begins.
5. The proposed Arrangement will provide for a phasing timeframe from one to three years, provided, however, that a University President (or his/her designee) may approve a longer timeframe on an exception basis.
6. The proposed Arrangement must provide for the faculty member to work at a reduced workload at any increment between 50% and 99% of the full-time workload, except during the final year of phasing, when the proposed Arrangement may provide a reduced workload of between 25% and 99% of the full-time workload. The reduced workload for each year must be identified in the proposed Arrangement.
7. Workload for Program participants may be front-loaded in the academic year (e.g. a faculty member with a reduced workload of 50% may teach four undergraduate classes in the fall semester, and no classes in the spring semester), but may not be back-loaded (e.g. a faculty member with a reduced workload of 50% would not be permitted to submit an Arrangement with no classes in the fall semester and four undergraduate classes in the spring semester of that academic year).
8. An approved Arrangement may not be extended unless approved by the University President (or his/her designee) on an exception basis, but may be accelerated at the election of the faculty member, with notice given at least 60 days before the start of any semester.

**D. Terms of Employment During Participation in the Program**

1. Faculty members participating in the Program will continue to be considered full-time for purposes of healthcare eligibility (if they pay the employee healthcare premiums applicable to full-time faculty members) and for purposes of health and welfare fund contributions.
2. The participating faculty member's base salary (including any applicable lump sums paid to faculty at the top of the scale), and any benefits that are based upon

salary, including life insurance and retirement plan contributions, will be prorated based upon the salary applicable to the reduced phased retirement workload. The employee benefits impact of the reduction in salary will be included in the human resources checklist, identified in item B.2. of this Side Letter.

3. Faculty members participating in the Program are generally ineligible for additional workload assignments during the academic year, beyond the workload provided in the approved Arrangement, except as authorized by the University President (or his/her designee) and agreed to by the faculty member.
4. Faculty members participating in the Program are expected to perform the duties and responsibilities of their faculty position commensurate with the approved FTE of their Arrangement.
5. Department chairs who elect to participate in the Program must relinquish their chair role prior to commencing the phased retirement Arrangement, except as authorized by the University President (or his/her designee) and agreed to by the faculty member.
6. Program participants are ineligible for sabbaticals during the phased retirement Arrangement, after the phased retirement Arrangement, and for the calendar year immediately preceding the phased time Arrangement.

**E. Impact on other Articles within the Collective Bargaining Agreement**

1. For Universities that use an FTE calculation to determine department size, a faculty member participating in the Program will be counted based upon the FTE noted in their Arrangement, for the respective academic year, for purposes of workload equivalents and stipends for department chairpersons. Any faculty member(s) hired to back-fill the participant's reduced workload will likewise be counted based upon their assigned workload for this purpose.
2. The workload of any temporary faculty member(s) hired to fill the reduced workload of a faculty member participating in an approved Arrangement will not be counted in the numerator of the calculation identified in Article 11, Section F.1. of the collective bargaining agreement. In addition, the workload of any temporary faculty member(s) hired to fill the reduced workload of a faculty member participating in an approved Arrangement, shall not be counted in the department review under Article 11, Section H.1.

After the Arrangement is completed and the participating faculty member has retired, any faculty hired to replace the retired faculty member will be counted in the Article 11, Section F.1. calculation. In addition, after the Arrangement is completed and the participating faculty member has retired, any temporary faculty member hired to replace the retired faculty member will have their

workload counted in the department review under Article 11, Section H.1, unless excluded under the provisions of Article 11, Section H.5.

3. The checklist included in B.2. will include a review to determine if the faculty member's regular fifth year evaluation cycle noted in Article 12, Section G.1. falls within the requested time period of the Arrangement. If the fifth year review falls within the time period that is approved by the President (or his/her designee), the Dean, or other appropriate manager, will notify the affected faculty member and the department chairperson, that the faculty member is excused from the regular fifth year review.
4. Faculty members on approved Arrangements shall accrue sick leave in accordance with Article 17, Section A.1.c. for the duration of their Arrangement.
5. Faculty members on an approved Arrangement shall be charged for sick leave usage as a part time faculty member in accordance with the second sentence of Article 17, Section B.2.
6. Faculty members on approved Arrangements shall accrue personal leave as a regular part time faculty member in accordance with Article 21, Section F.1. for the duration of their Arrangement.
7. Faculty members on approved Arrangements will continue to be considered full-time for purposes of Article 21, Section H.
8. Faculty members on approved Arrangements will continue to be considered regular full time for any purposes of a "Majority" vote or "Majority Secret Ballot Vote" of the regular full-time faculty referenced within the collective bargaining agreement.
9. Faculty members on approved Arrangements will continue to be considered regular full-time for purposes of seniority and Article 29.

**AGREED:**

**STATE SYSTEM**

  
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Daniel Greenstein, Chancellor

**APSCUF**

  
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Kenneth M. Mash, President