

## **Article 42: Retirement**

42.01 Retired members shall be accorded continuation of:

- a) the right to continue to participate in the Concordia Health Care Insurance and Vision Care Plans in accordance with terms contained therein;
- b) University affiliation for external research grant application purposes;
- c) University library and parking privileges;
- d) eligibility for such health services and athletic facilities as may be available to members;
- e) tuition fee waivers as specified in Article 41.05;
- f) Eligibility for a computer account subject to the University regulations governing the use of such accounts.

42.02 Post-Retirement Appointments

- a) Notwithstanding Article 12.05 c) and Article 39, upon recommendation by a DPC and with the agreement of the Dean, retired faculty members may be hired as LTAs for one term at twenty-six percent (26%) of the salary of the floor of Assistant Professor to teach two (2) courses. They shall continue to hold their retirement title.
- b) A retired librarian member may be appointed as an Adjunct Librarian by the Provost and, as such, may be offered appropriate available part-time employment. For the purpose of compensation, one hundred and forty (140) hours of work is equal to one course.

42.03 The following Articles of the Collective Agreement shall not apply to members appointed under Article 42.02: Articles 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 28, 32, 33 (except 33.02), 34 (except 34.02), 35, 36, 38, 39, 40, 41 (except as specified in 42.01), 42 (except 42.02 and 42.03), 43, 44 and 45. Subject to the foregoing, individuals appointed under Article 42.02 shall only have the right to grieve issues related to their LTA appointment, but they shall not have the right to grieve the offer of an appointment itself, nor the particular terms of the appointment contract issued as per Article 42.02.

## Receipt of Pension

42.04 The age at which members are eligible to receive their full pension from Concordia University under the terms of the Pension Plan for the Employees of Concordia University (the Registered Plan) shall be the first of the month coincident with or next following the attainment of age sixty-five (65). Normally this right will be exercised on the January 1 or June 1 following the attainment of age 65.

## 42.05 Impact of Pension on Salary

- a) Members who qualify for full pension under Article 42.04 and who begin to receive their pension shall have their actual salary reduced by fifty percent (50%). Such a reduction in actual salary shall be accompanied by a fifty percent (50%) reduction in workload as it is assigned on an annual basis.
- b) If members request a reduction of seventy percent (70%) in their salary rather than the required fifty percent (50%), their courses shall be assigned in one term. If it is not academically possible to assign their courses in one term, they will revert to Article 42.05 a).

42.06 Members who receive their full pension and whose pension under the terms of the Registered Plan is affected by the maximum pension rules for years of Credited Service on or after January 1, 2003 shall automatically be entitled to a pension under the terms of the Supplemental Retirement Pension plan (SRP) for those years of Credited Service, as described in Appendix 2.

## Early Retirement

42.07 Notwithstanding Article 42.04, a member who is fifty-five (55) years of age or older shall, upon request, be granted early retirement under the terms of the Registered Plan effective June 1 or January 1, subject to at least three (3) months notice. The pension shall be paid in accordance with the terms of the Registered Plan.

## 42.08 Gradual Retirement

- a) A member who is at least fifty-five (55) years of age, and who has completed a minimum of ten (10) years of service, may choose to retire gradually over a period not to exceed three (3) years, such that full retirement will occur no later than the June 1 following age sixty-five (65).

- b) An application for gradual retirement shall be made in writing to the Dean at least three (3) months prior to the commencement of gradual retirement. The application shall be accompanied by a signed acknowledgement of retirement at the end of the period of gradual retirement and in any event, no later than June 1 following age sixty-five (65).
- c) At the start of gradual retirement, the Employer shall reduce the member's workload normally on the basis of seventy-five percent (75%) of a full workload in the first year, to fifty percent (50%) of a full workload in the second year, and to twenty-five percent (25%) of a full workload in the third and final year, without reduction in salary. In the third year only, the member may request to have no workload assigned for a fifty percent (50%) reduction in nominal salary. In this latter case, a member who is a participant in the University benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on full nominal salary and coverage in the Registered Plan, the life insurance plan and the long-term disability plan shall be based on the full nominal salary of the member. Should the member be a contributing member, the member's contributions shall be based on full nominal salary.
- d) Notwithstanding Article 42.08 c), as long as the period of gradual retirement is three (3) years, another pattern may be negotiated between the member and the Dean subject to this gradual retirement plan having an overall average workload of fifty percent (50%) in the three years of the gradual retirement period. A copy of the agreement shall be sent to the Association.

#### 42.09 Special Reduced-time Arrangement Leading to Retirement

- a) Any member aged fifty-five (55) years or over with ten (10) or more years of service shall be eligible for a special reduced-time arrangement whereby the member's duties and responsibilities are reduced up to fifty percent (50%) each year for a maximum of five (5) years leading to retirement. The annual workload reduction agreed to at the time the arrangement is approved shall be a percentage reduction from the annual workload assignment (Article 16).
- b) A member who requests a special reduced-time arrangement shall specify the date of retirement in the original application. The applicant shall sign an acknowledgement of retirement at the end

of the special reduced-time arrangement at the time the request is granted. A copy of the agreement shall be sent to the Association.

- c) A member who enters into a special reduced-time arrangement shall have a nominal salary computed as if the member were continuing on full-time status. All relevant salary increments shall be applied to the nominal salary. The actual salary paid to the member shall be pro-rated from the nominal salary in direct relation to the approved percentage of reduced duties for the reduced-time arrangement. Should the reduction in duties be fifty percent (50%) the member shall be paid an additional one and one-half percent (1.5%) of the said nominal salary for each year of full-time service at the University in excess of ten (10) years up to twenty (20) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of the nominal salary.
  - d) Articles 25.05, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, and 25.15 shall apply.
  - e) Members who elect the special reduced-time arrangement leading to retirement as per this Article shall not receive their pension until retirement, or until they are required by law to receive their pension. If a member is required to receive full pension before the period leading to retirement has lapsed, the provisions of Article 42.09 a) shall no longer apply and the member shall instead be governed by the terms of Article 42.05 for the balance of the agreed-to period leading to retirement.
- 42.10 The options of gradual retirement (Article 42.08) and special reduced-time arrangement (Article 42.09) cannot be combined.
- 42.11 Members who are eligible to retire in accordance with the retirement plans in Article 42 shall be provided with financial counseling. The first time this service is provided to a member it shall be at the Employer's expense.
- 42.12 Members who are in receipt of ERPS payments under the provisions of the 2002-2007 Collective Agreement, continue to maintain their rights under the provisions of such Agreement.
- 42.13 Members who, qualify for and wish to take advantage of ERPS under the provisions of the 2002-2007 Collective Agreement, shall so inform the Provost in writing no later than 30 days after the signature of the Collective Agreement and shall retire no later than May 31, 2012.

42.14 The Association shall be advised in writing of the date of retirement of each member.