

RETIREMENT AND RESIGNATION

Resignation

1. A Member may resign effective the end of the Academic Year provided that they give notice in writing to the Dean at the earliest possible opportunity, but not later than April 15. A Member may request from the Dean a waiver of this requirement of notice, and such waiver shall not be arbitrarily withheld.
- 1.1 A Member's notice of resignation is irrevocable, except by mutual agreement of the Member and the Dean.

Retirement

2. Effective July 1, 2006, there shall be no mandatory retirement date for Members whose sixty-fifth birthday occurs on or after that date.
- 2.1 A Member's Normal Retirement Date is deemed to be the July 1 that coincides with or immediately follows the Member's sixty-fifth birthday.
- 2.1.1 A Member's notice of retirement is irrevocable, except by mutual agreement of the Member and the Dean.
- 2.2 A Member is eligible to retire at any time within ten years before the Normal Retirement Date, and on any January 1 or July 1 subsequent to Normal Retirement Date.
- 2.3 Subject to applicable legislation, where a Member is to retire on their Normal Retirement Date or any July 1 prior to that date, the Member may elect to retire on the preceding June 30 in order to unlock eligible pension contributions and accumulated investment.

Post-Retirement Benefits

3. Members who were Full-Time Members on June 30, 2007, must have five years of Full-Time service in order to receive Post-Retirement Benefits if they retire. Members who became Full-Time Members on or after July 1, 2007, must have ten years of Full-Time service in order to receive Post-Retirement Benefits if they retire.
- 3.1 Effective July 1, 2007, the Post-Retirement Benefit Plan for future retirees will consist of:
 - a) Employer-paid life insurance of \$15,000;
 - b) Health, Dental, Visioncare and Extended Medical expense reimbursement in accordance with the Group Benefits contract in effect for retired Members on July 1, 2006, with the following exceptions:

Retirement and Resignation

- i) the definition of a dependent child shall change to include only those under the age of 21 unless the child is registered as a full-time student in which case the child must be under the age of 25. A mentally or physically infirm child will continue to be eligible for coverage in accordance with the Benefits contract effective February 1, 2003 for the Faculty Retiree Group.
 - ii) that emergency out-of-country coverage be limited to trips of 60 days or less.
- 3.2 Subject to Clause 2.3, Members who are eligible to retire and who wish to retire with Post-Retirement Benefits shall do so on a January 1 or July 1, and shall do so on at least 12 months written notice to the Member's Dean. Upon request of a Member, the Provost, on the recommendation of the Dean, may waive or modify this notice period and may agree to retirement with Post-Retirement Benefits prior to a January 1 or July 1 on compassionate grounds.
- 3.2.1 A Member's notice of retirement with post-retirement benefits is irrevocable, except by mutual agreement of the Member and the Dean.
- 3.2.2 Notwithstanding Clause 3.2, Members in Limited-Term Appointments who are eligible to retire and wish to retire with Post-Retirement Benefits shall do so on at least 12 months written notice to the Member's Dean. Upon request of a Member, the Provost, on recommendation of the Dean, may waive or modify this notice period and may agree to retirement with Post-Retirement Benefits without 12 months notice on compassionate grounds. In the case of non-renewal of the Limited-Term Appointment, the Member may elect to retire without 12 months notice, and provided they are otherwise eligible, may retire with Post-Retirement Benefits.

Phased Retirement

- 4. Full-Time Probationary and Tenured Members with ten years of Full-Time service, who are within ten years before their Normal Retirement Date, Members in a Limited-Term Appointment created under Clause 1.1 of the Article *Transition Provisions* of the 1998-2002 Collective Agreement (Permanent Members) who are within ten years before their Normal Retirement Date, and Members on a Limited-Term Appointment without a specified end date who are within ten years before their Normal Retirement Date, shall have the right to phase their retirement using the provisions of the Article *Reduced Workload*.
- 4.1 A Member choosing to phase their retirement may do so by giving written notice to their Dean at least twelve months in advance of the January 1 or July 1 on which the Member plans to begin Phased Retirement. This notice period may be waived on mutual agreement of the Member and the Employer.

- 4.2 Members choosing to phase their retirement shall do so over a three-year period. A Member's Responsibilities over this three-year period shall be between 150% and 200% of a Full-Time annual workload, with a maximum and minimum workload in any one of the three years of 75% and 25%, respectively.
- 4.3 Phased Retirement arrangements (including, but not limited to, reduction of workload in each year of the phase period and consequent reduction in salary, workload balance during the phase period, Sabbatical Leave accrual rate and level of pay while on Sabbatical, Pension contributions and benefits coverage) shall be determined using the provisions of the Article *Reduced Workload*.
- 4.3.1 A Member shall, in each year of the Phased Retirement, have a Normal Workload, pro-rated in each area of Responsibility to reflect the degree of Reduced Workload, unless altered through the provisions of the Article *Alternative Workload*.
- 4.3.2 Once the Phased Retirement arrangements have been agreed to, these arrangements and the Member's choice to phase their retirement shall be irrevocable except by agreement between the Member and their Dean.
- 4.3.2.1 Such arrangements shall include the Member's election under Clause 4.3.4 of this Article.
- 4.3.2.2 Upon request of a Member who is in Phased Retirement, the Dean may approve retirement before the end of the Phased Retirement period on compassionate grounds.
- 4.3.2.3 A Phased Retirement shall normally end on a July 1, but may end on a January 1 on mutual agreement of the Member and the Employer. Notwithstanding, in accordance with Clause 2.3, a Member may elect to have the Phased Retirement end on the preceding June 30 in order to unlock eligible pension contributions and accumulated income.
- 4.3.3 As specified in the Article *Reduced Workload*, Group Benefit coverage during Phased Retirement shall continue as though the Member is not in a Reduced Workload, except that Long Term Disability shall be based on the Member's reduced salary (exclusive of the Phased Retirement Supplement) in each year of the Phased Retirement and shall be payable only up to the date at which the Phased Retirement ends, or, if earlier, the Member's Normal Retirement Date.
- 4.3.4 A Member on Phased Retirement shall receive a Phased Retirement Supplement equal to a minimum of 50% of the Member's Base Salary immediately before the commencement of the Phased Retirement. The Member shall elect to receive the Phased Retirement Supplement in one of the following three forms:
- a) as a Retiring Allowance paid at the end of the Phased Retirement period and sheltered to the extent possible under *Income Tax Act* Retiring Allowance transfer regulations;

Retirement and Resignation

- b) as a Retiring Allowance paid at the end of the Phased Retirement period in an amount equal to the maximum amount transferable to an RRSP under *Income Tax Act* Retiring Allowance regulations, with the balance paid as T4 income in three equal instalments at the beginning of each year (i.e., January 1 or July 1) of the Phased Retirement period.
 - c) as T4 income in three equal instalments at the beginning of each year (i.e., January 1 or July 1), of the Phased Retirement period.
- 4.3.5 A Member on Phased Retirement shall not undertake any other University employment (including, but not limited to, a Limited-Duties Appointment) during the Phased Retirement period.
- 4.3.6 A Member on Phased Retirement cannot begin taking their pension derived from regular contributions to the University's Academic Pension Plan during the Phased Retirement period.

Professor Emeritus/Emerita Designation

5. Each Member who has held a Full-Time Appointment for at least five years at the rank of Associate Professor or Professor and retires shall qualify for the designation of "Professor Emeritus/Emerita." Such Members shall be granted the appropriate "Emeritus/Emerita" designation and shall hold this designation, for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by written notification to the President.
- 5.1 The conferring of the designation of Professor Emeritus/Emerita does not preclude the Member's remunerated employment at less than a full academic load at this University or elsewhere, either as a Member or not, depending on the level of employment.
- 5.2 In exceptional cases, where a Member does not qualify under the conditions described in Clause 5 above, or where Retirement is based on medical grounds, the Dean may make a recommendation through the Provost to the President for the conferral of the appropriate Emeritus/Emerita designation. The President shall have the authority to confer this designation.
- 5.3 Upon the recommendation of the Dean, a Member who retires following at least five years in (a) Limited-Term Appointment(s) at the rank of Associate Professor or Professor may be granted the formal designation of Professor Emeritus/Emerita. The President shall have the authority to confer this designation.
- 5.4 All recipients of the Professor Emeritus/Emerita designation shall be accorded the following privileges, which may only be withdrawn for cause:
- a) they shall be named and identified in the calendar as Professor Emeritus/Emerita within the Departmental listing of academic staff;

- b) they shall be invited to all Convocations and other public events of the University to which all faculty are invited, and may elect to take part in Convocation processions of the Faculty;
- c) all social areas of the University Campus shall be open to them on the same basis as to Members;
- d) they shall be provided with identification cards and accorded full library privileges;
- e) if available they shall each be provided with a free account for forty hours per month of dial-in and remote access facilities for Internet and Campus backbone access;
- f) they shall be permitted to park free of charge at all times in designated parking lots and at all metered parking spaces, and at other parking facilities at any time on weekends and holidays, and between 5:00 p.m. and 6:00 a.m. every working day; and

Pension Plan

- 6. The Employer shall identify on all relevant documentation and correspondence with Members that the UWO Pension Plan is a defined contribution plan, a form of capital accumulation plan in which contributions are made by both the Employer and the Member. There shall be a clear and prominent statement in the annual pension statement that the projection of retirement income is not guaranteed.
- 7. The Employer shall continue the UWO Pension Plan for members of the academic staff, hereafter called the Pension Plan, and such Pension Plan shall be governed in accord with the official Pension Plan documents which shall be provided to the Association upon request. Notice of any proposed change to the official Pension Plan documents shall be provided to the Association sufficiently in advance of the planned implementation date for the Association to make representation(s) on the issues to the Academic and/or Joint Pension Board(s). Any change to the official Pension Plan documents shall be provided to the Association forthwith upon its taking effect.
 - 7.1 Members shall continue to be eligible to participate in the Pension Plan in accord with the official Pension Plan documents current at ratification.
 - 7.2 The electoral process prevailing at the date of Certification for selecting Pension Plan members to sit on the Board of the Pension Plan shall be maintained.
 - 7.3 Contributions to the Pension Plan shall be made for eligible Members in accord with the provisions of Clause 46.3 of the Article *Compensation and Benefits*.
 - 7.3.1 Pensionable Earnings for Full-Time Members are defined as Base Salary and

Retirement and Resignation

stipends, in accordance with past practice.

7.3.2 Pensionable Earnings for Part-Time Members are defined as T4 income.

7.3.3 Contributions to the Pension Plan shall cease at the earlier of:

- a) the end of the Phased Retirement period;
- b) a Member's actual retirement date;
- c) the date of termination of a Member's employment, and in any case at the end of the Calendar Year a Member turns age 69.