

## **ARTICLE 34: RETIREMENT, RESIGNATION, AND CLEARANCE UPON TERMINATION**

### 34.01 **Retirement**

34.01.01 Full-time members may give written notice of intention to retire to their Dean/University Librarian with a copy to the Provost and Vice-President (Academic) between July 1 and September 1 in any year with the retirement to commence on the following June 30. Such notice of intention will be irrevocable. Although the normal retirement date (NRD) is the June 30 which coincides with or immediately follows a member's 65<sup>th</sup> birthday, there shall be no mandatory retirement date for members whose 65<sup>th</sup> birthday occurs on or after July 1, 2005.

### 34.01.02 **Postponed Retirement**

Members who choose to work beyond the NRD are required to continue the full scope of their normal duties and will continue to be covered by all articles in this collective agreement except where specific requirements have been specified for those working beyond the NRD.

(A) They will continue to make and receive pension contributions until they are required by law to commence receiving a pension prior to their actual retirement date (i.e., currently the December 1 of the year in which the member attains age 71). They will not be entitled to commence receiving a pension prior to their actual retirement date (which shall be June 30) unless required by law to commence receiving a pension prior to their actual retirement date (i.e., currently the December 1 of the year in which the member attains age 71).

(B) Life Insurance Benefits will continue to be in effect until the member's actual retirement date or, if earlier, the date upon which the member begins to receive his or her pension as required under the Income Tax Regulations (currently the December 1 of the year in which the member attains age 71).

(C) Long-term disability benefits will be payable only up to the member's irrevocable retirement date, or, if earlier, the NRD.

Notice requirements pertaining to retirement (34.01.01) will be waived for members who meet the requirement for long-term disability but who are not eligible for long-term disability benefits because they are working beyond the NRD.

(D) Retired members will be entitled to purchase retiree life insurance and health benefits but the members shall bear the normal cost of such coverage.

(E) Other retiree benefits will also be available to retired members provided the member bears the normal cost of such benefits.

### 34.01.03 **Retirement Counseling**

The Board recognizes the value of retirement counseling for all members considering retirement and agrees to work with the Association to

establish a retirement counseling program. The Board agrees to pay for a lifetime maximum of three (3) hours of independent retirement counseling for each member considering retirement, in accordance with the program.

34.01.04

Phased Retirement

34.01.04.01 Full-time members must give notice of intention to participate in the phased retirement program at the time they give notice of intention to retire (see Article 34.01.01)

34.01.04.02 All full-time members who have attained the age of 55 years, have at least 10 years of service with Lakehead University on July 1st in the year of retirement, and who have commenced retirement at the time the phased retirement program comes into effect are eligible for the phased retirement program.

34.01.04.03 Under the terms of phased retirement, on July 1<sup>st</sup> of the year of retirement, members shall be hired on a three year contract basis subject to the terms and conditions of the Agreement. The parties may include other terms and conditions provided such terms and conditions are acceptable to the Board, the Association, and the member.

34.01.04.04 An agreement to participate in the phased retirement program is revocable by the member. Article 34.02 shall be applicable in such cases.

34.01.04.05 The required workload of faculty members on phased retirement shall be composed exclusively of teaching duties. This does not preclude such members from volunteering for other duties/activities that are acceptable to his/her Dean. The normal teaching load of a member on phased retirement shall consist of four HCEs in Year 1, three HCEs in Year 2, and two HCEs in Year 3. The normal period of library duty shall consist of two thirds of full-time duty in Year 1, one-half of full-time duty in Year 2, and one-third of full-time duty in Year 3, as arranged to the mutual agreement of the member and the University Librarian.

34.01.04.06 During the phased retirement program, only the scale increment adjustments in Article 35.01.02 shall be applicable. The salary of a member in the phased retirement program shall be commensurate with the percentage workload: that is in Year 1, the "base" salary shall be calculated by increasing the pre-retirement salary by the scale increase applicable in Year 1 and the salary the member shall receive shall be two-thirds of this amount; in Year 2, the "base" salary shall be calculated by increasing the "base" salary for Year 1 by the scale increase applicable in Year 2 and the salary the member

shall receive shall be one-half of this amount; in Year 3, the "base" salary shall be calculated by increasing the "base" salary for Year 2 by the scale increase applicable in Year 3 and the salary the member shall receive shall be one-third of this amount.

34.01.04.07 Members in the phased retirement program shall maintain their status as members of the bargaining unit. During Years 1 and 2 of the phased retirement program, members shall be entitled to the benefits and office space to which they would have been entitled to had they not retired, with the exception of Board pension contributions. During Year 3 of the phased retirement program, members shall be entitled to the benefits and office space applicable to Level 3 Contract Lecturer Members. Such members may choose to be covered under Article 34.01.02 (D) and (E).

34.01.05 Partial Pension

The Board and the Association agree to discuss the possibility of introducing partial pension payment features during phased retirement if and when legislation is passed permitting the payment of a partial pension under a registered pension plan.

34.01.06 Benefits Definitions

The term "benefits" in this section includes all benefits referred to in Article 36 of this Agreement.

34.02 Resignation

To facilitate academic planning a faculty member may resign effective June 30<sup>th</sup> of any year. To facilitate academic planning a faculty member is expected to provide five months' written notice to his/her Dean with a copy to the Provost and Vice-President (Academic). A Librarian member may resign effective the end of any month by giving two (2) month's written notice to the University Librarian with a copy to the Provost and Vice-President (Academic). Other members in the library may resign effective the end of any month by giving one (1) month written notice to the University Librarian with a copy to the Provost and Vice President (Academic). A member who has given notice of resignation shall not be entitled to any leave beyond the effective date of his/her resignation. Requirements with respect to the effective date of the resignation and/or length of notice may be waived by mutual agreement between the member and the Board.

34.03 Clearance Upon Termination

Upon termination of employment the member's final salary payment shall be made on the last day of the month concerned or as soon thereafter as all financial and material obligations of the member to the University are fulfilled. Such obligations include: submission of students' final marks; return of keys, library books, audio/visual and other equipment; reimbursement for goods and services; submission of travel expense reports and the reimbursement of outstanding travel advance balances; and, fulfillment of all

contractual obligations to the Board pursuant to this Agreement and/or any other contract which exists between the member and the Board.