

## **ARTICLE 19 RESIGNATIONS, EARLY RETIREMENTS, NORMAL RETIREMENTS AND PHASED-IN RETIREMENT PROGRAM**

### **19.1 RESIGNATIONS AND RETIREMENTS**

#### **A. Resignation**

In the first four months of employment, a member may resign on one month's written notice; thereafter, three months written notice is required.

#### **B. Retirement Definitions:**

1. "Retirement" means the cessation of employment with the University AND the coincident commencement of pension benefits under and pursuant to the provisions of the Ryerson Retirement Pension Plan.
2. "The Normal Retirement Date" means the end of the month in which active or disabled employees reach age 65, or for faculty, the end of the academic year after reaching age 65, that is August 31st. Normal Retirement Date will remain unchanged in respect of the Ryerson Retirement Pension Plan.

#### **C. Members may retire earlier than the normal retirement date provided that the member is at least 55 years of age and has completed two years of Plan membership.**

The pension payable on the Early Retirement Date is subject to reduction unless one of the following criteria are met:

1. if age is at least 60 years and credited service is at least 20 years; or
2. if age plus service equals 90 with a minimum age 55

#### **D. Members who reach age 65 and elect to continue in active employment may choose to:**

1. commence receipt of pension benefits under the Ryerson Retirement Pension Plan on the first of the month following their 65th birthdate; or
2. continue contributions into the Ryerson Retirement Pension Plan if the member has less than 35 years of credited service until such a maximum is reached.

Notwithstanding (2) above, the Income Tax Act requires that a Pension Plan member commence receiving pension payments no later than the end of the year in which they reach age 71 even if employment continues. Since pension

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payments are effective the first of the month, the latest date a member can start receiving pension payments is December 1st of the year in which they turn 71.

Once receipt of pension benefits commences, contributions of both the member and the University cease.

E.      Benefits

For members who take early retirement as per C above, the University will pay for benefits as per Article 12.11 until a member reaches age 65; thereafter the member is eligible for the modified benefits package, as outlined in Article 12.10.

F.      Notice of retirement shall be provided to the University as far in advance as possible but in no case less than three months prior to the actual retirement date. Normally, a faculty member shall retire on August 31 or December 31 in any given year. Professional Counsellors and Librarians members shall retire at the end of the month of the declared retirement date.

G.      Notice of resignation or retirement by a member must be in writing, addressed and delivered to the Dean, Chief Librarian or Vice-Provost, Students with a copy to the Human Resources Department and the Faculty Association.

**19.2      PHASED-IN RETIREMENT PROGRAM**

A.      Eligibility:

1.      Full-time faculty members are eligible to take advantage of the phased-in retirement program providing that the member is:

- a)      at least sixty (60) years old at the start of the phased-in retirement program; and
- b)      has at least ten (10) full years of Credited Pensionable Service (as defined in the Ryerson Retirement Pension Plan (“RRPP”)) as of the beginning of the phased-in retirement period;
- c)      is not already in receipt of benefits from the RRPP at the time of the irrevocable commitment to take phased-in retirement although this does not impact any right of the member to any time thereafter access RRPP benefits.

Note: As a one-time transition measure, the requirement not to have already commenced receiving a pension at the time of ratification or award will be waived for those making an irrevocable commitment to commence the phased-in retirement on January 1, 2022, September 1, 2022 or January 1, 2023.

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2.      The program will commence each year on either January 1 or September 1. Participants choosing to enter the phased-in retirement program (“PRP”) must submit an application in writing to their Dean, Chief Librarian or Executive Director, Student Wellbeing by March 1 for September 1 start or July 1 for January 1 start.
3.      Program Details:
  - a)      The phased-in retirement program (the “PRP”) allows a faculty member to transition into retirement over a two (2) year period. The election to participate in the PRP is irrevocable.
    - i.      Participants shall phase-in their retirement over a two-year period. The participant’s maximum workload in any of the two years shall be 25%, 50% or 75% in academic units with 2+2 teaching standard, as requested by the participant and with the agreement with their Dean; the participant’s request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100% (for example, 75% in Year 1 and 25% in Year 2).
    - ii.     In academic units with a teaching standard of 2+1 the participant’s maximum workload shall be 33% or 66% in any of the two years, as requested by the participant and with the agreement with their Dean; the participant’s request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100% (for example, 66% in Year 1 and 33% in Year 2).
    - iii.    Participants may request to carry out their full teaching obligation in one term and this will not be unreasonably denied. Participants are expected to maintain Service and SRC obligations throughout the academic year.
    - iv.     Librarian and Counselor maximum workload in any of the two years shall be either 25%, 50% or 75% as requested by the participant and with the agreement with the Chief Librarian/Executive Director, Student Wellbeing; the participant’s request will not be unreasonably denied. The maximum workload over the entire PRP may not exceed 100%
    - v.      At the end of the two-year period, participants in a PRP will receive a Supplementary Payment in aggregate equal to 50% of the annual salary that they received (or would have received but for a period of leave, disability or any other temporary reduction in normal annual salary) in the year

immediately before their participation in the phased-in retirement program, less deductions required by law and subject to the conditions in paragraph 3(b) below. This Supplementary Payment is not Salary (as defined in the RRPP) for the purposes of the RRPP.

- b) During the PRP, participants will continue the full range of their normal duties (teaching, research/scholarly/creative activity, and service for faculty; professional practice, research/scholarly activity, and service for Librarians and counselors) as agreed with the Dean, Chief Librarian or Executive Director, Student Wellbeing. Duties will be proportionate to the member's percentage workload in each year of the PRP as agreed between the Dean, Chief Librarian or Executive Director, Student Wellbeing and the participant. At the end of the PRP, the participants must retire.
- c) Notice of application for participation in the PRP, and the agreed to PRP agreement must include the workload in each year or semester, a plan to address supervision of graduate students (if any), and how the member will receive their retirement supplement, which will be set out in the member's individual PRP Agreement. Once arrangements are agreed to and the participant's application to participate in the PRP is approved, the choice to phase-in their retirement shall be irrevocable.
- d) Approval of PRP is conditional upon ensuring operational and academic priorities can be achieved. The application by the member must be approved by the Dean/Chief Librarian/Executive Director, Student Wellbeing and by the Vice-Provost, Faculty Affairs as applicable.
- e) A decision to approve or not to approve participation in the PRP will be provided to the member in writing within six (6) weeks of the application deadline. If the request is denied, the decision to deny will be provided with reasons.

4. Conditions:

- a) During the course of their participation in the PRP, participants will be paid the salary paid immediately prior to participation in the PRP (excluding any stipends, allowances or income earned from non-Faculty Association appointments), prorated on the basis of the percentage workload appointment in each year. For greater certainty, any ATB and sector adjustments and CDI awarded during the PRP will be included, in the salary. Faculty

on a PRP are not eligible for overload teaching nor salary anomaly adjustments (except for salary anomaly adjustments on the basis of human rights grounds).

Participants in academic units with a 2+1 teaching standard who opt to teach two courses in the first year of the PRP and one course in the second year of the PRP may, at the participant's discretion, receive 50% of their salary in each year of the program. The overall workload across the two years would remain unchanged.

- b) If a participant is a contributing member of the RRPP, the member will contribute to the RRPP based on the participant's Notional Pensionable Salary (as defined in the RRPP) throughout the PRP which would include any ATB and sector adjustments and CDI. The corresponding contribution made by the University, in accordance with the RRPP will match the employee contribution. The contributing member will receive full Credited Service (as defined under the RRPP) during the PRP.
- c) All benefits (including Professional Expense Reimbursement) and applicable cost-sharing will continue as though the participant has a full-time workload and will be based on the member's notional salary, including all entitled adjustments, in each year of the phased-in retirement program except as noted in subsections (d), (e) and (f) below.
- d) The participant shall be entitled to sick leave under the terms of the collective agreement and shall be compensated on the basis of the participant's actual salary received during the PRP.
- e) Should a participant qualify for Long Term Disability ("LTD") during the PRP, such benefits will be payable based on the provisions of Appendix A. The salary rate in place at the commencement of LTD will be used for the purpose of calculating the long term disability coverage. If a participant is in receipt of LTD benefits, no further salary adjustments will be made once the LTD benefits commence.
- f) The estate of a participant who dies prior to the end of the PRP is eligible to receive a Supplementary Payment calculated pro-rata to the PRP prior to their cessation of employment divided by 24 months.
- g) Members cannot use sabbatical credits, leaves with pay or initiate research leaves once they enter and exit phased-in

retirement. Members do not accrue sabbatical credit during the PRP.

- h) Subject to section 2(c), a participant in the PRP shall have the option of receiving the Supplementary Payment in either:
  - i. a single lump sum payable during the final year of participation in the PRP or in the year immediately following participation in the PRP; or,
  - ii. in two lump sums in either the final year of participation in the PRP and the year immediately following participation in the PRP, or in each of the two consecutive years immediately following the final year of participation in the PRP.

Any Supplementary Payment paid will be reported in accordance with Canada Revenue Agency rules. In no case shall the member elect to receive a portion of the supplement that, when combined with actual salary for the year, exceeds the participant's notional salary for that year.

- i) Faculty members who are on an approved reduced workload arrangement under Articles 10.8.B, 10.15B, 15.5, or 16.5 of the 2018 - 2020 Collective Agreement with a confirmed retirement date and a signed Memorandum of Agreement and members who have already confirmed a retirement date at the date of ratification of the 2020-2023 collective agreement are not eligible for the PRP.
- j) For the duration of a member's participation in the PRP, the employer may hire Limited Term Faculty and Limited Contract (Temporary) Instructors to replace the member and shall not be included in the complement calculation found in Article 4.6.C. Complement anomalies, on either side of the equation (4.3 and/or 4.6) occurring as a result of members who are currently participating under the PRP will not result in a breach of those Articles. In this case, the LTF or Limited Contract (Temporary) Instructors hired for this purpose will be identified as well as the positions for which they are hired, and this information will be provided to the Association.

Immediately upon completion of the PRP, normal faculty complement calculations will resume.

- k) Access to phased in retirement under this provision is permitted so long as the member is otherwise eligible and has completed

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no more than 2 years of Article 10.8b (gradual retirement teaching workload reduction, or Article 10.15b (gradual retirement reduced workload)).

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