The Transition to Retirement

Report of the Joint PC/PAC Sub-Committee on the FPSE Workplace without Mandatory Retirement:

Frank Cosco, Scott McLean, Leslie Molnar, Sherrie Wang, Alison Woods

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Executive Summary

The end of mandatory retirement has brought significant changes to the post-secondary sector. Since the elimination of mandatory retirement in 2009, there has been a change in demographics with growth in members above the age of 60 and a decline in members younger than 60.

Growth to the 60+ demographic is not surprising as the 65+ group was starting from a base of nearly zero. The extent of this growth, and at what point it will become stable, is still unknown. The data used in this report does not suggest that the rate of growth in this demographic has levelled off. In a context of low growth in the post-secondary sector, expansion of the 60+ demographic is therefore coming at the expense of opportunities for younger instructors.

Our work as instructors is engaging, rewarding, relatively well-paid and provides extended health and dental benefits that are expensive to purchase as an individual. Many of the benefits and flexibilities guaranteed by our collective agreements are a functional disincentive to retirement. Additionally, once an individual reaches 71, they must begin to draw their pension, so an individual who is still working will enjoy two incomes and a 10% boost to their salary because of the end of pension contribution deductions. While the group of 71+ instructors is still small, if this group were to continue to grow, these non-contributing spots could have a financial impact on the pension plan.

This committee considered collective agreements across FPSE and provisions in Quebec in order to provide a list of potential incentives and approaches that may encourage retirement. More information is needed about individuals' retirement decisions before specific recommendations for bargaining can be made so we are recommending FPSE construct and conduct a comprehensive survey of active and retired members. We are recommending that FPSE locals adopt a set of principles to guide work in this area. They are summarized as below:

1. The goal is to encourage workforce transition, not to save the institutions money.
2. Any savings, should go to funds/incentives to encourage faculty transitions.
3. Alternatives that would allow continued, unreduced work to increase one's pension while also collecting one's pension should not be encouraged
4. Faculty Associations should always seek to balance the rights of the non-regular faculty members with the rights of the members who are later in their careers
5. It is important for FPSE unions to create active agendas

Introduction/Background

In 2012, the FPSE AGM passed a motion to review the effects of the removal of mandatory retirement. **The Report of the Working Group on the Effects of the Removal of Mandatory Retirement** went to Presidents' Council in May of 2013.

In 2015, both the Pension Advisory Committee and Presidents' Council decided to follow up on issues related to the effects of the end of mandatory retirement. It formed this joint PC/PAC Sub-Committee to report and make recommendations.

PC and PAC assigned Frank Cosco (PC VP1 and Executive Liaison to PAC), Scott McLean (PAC 14 and PAC chair), Leslie Molnar (PC 6 & VP2), Alison Woods (PAC 15), and Sherrie Wang (PAC 16) to this task. They were supported by Zoe Towle and Nancy Yip (FPSE staff).

The 2013 Report states in its introduction:

> *The world of work is changing rapidly as baby boomers reach traditional retirement age in this country. Mandatory retirement has been effectively eliminated. Increasingly, people are choosing to work longer. The world of post-secondary education is not immune from this trend. Indeed, it would seem that educators are attracted to the concept of work past age 65. At the same time, a new generation of educators wants to join the workforce.*

Now in 2016, those trends continue. The post-secondary faculty workplace has been one where new workers start at a relatively late age. The Pension Plan reports that the average age of entry into the Plan is 42.[1] Meanwhile, faculty are working longer and there is no recent growth in the provincial faculty complement.[2] Here is some evidence. First, the average age of retirement has increased from 61 in 2011 to 62 in 2014.[1] Second, there is a much larger contingent of people working past Age 65; the Pension Plan reports that 5% of active members were over 65 in 2015, a full percentage point higher than the previous year.[1] Finally, In 2011, only eight members started their pensions at Age 71. By 2015, that number had grown to 33.[1] Clearly, people are choosing to work longer.

Unique Features of Post-Secondary Work

During a Lancaster House Audio Conference,[3] a participant listed a number of initiatives that help retain older workers. The list included:

flexible scheduling

part-time work

[1] College Pension Plan Reports

[2] See Section 1.1, Demographic Shift

[3] "Managing the Transition to Retirement: Flexible Work Arrangements and Other Critical Issues for Retiring Employees," Lancaster House, April 23, 2015.

tele-work	consulting work
comparable benefits at part-time	benefits past the age of 65
mentorship opportunities	opportunities to continue learning
being part of new initiatives	leave options
workload reduction options	sick leave, including family illness
accommodation of disabilities	compressed workweeks
re-employment after retirement	active re-engagement policies when ill

Many items on this list already exist at most of the FPSE public-sector workplaces. Additionally, our work is engaging and rewarding. The Committee's view is that there are enough attractions in the job itself along with these types of workplace provisions to keep most people working as long as they wish to.

Significant progress has been made in making post-65 health benefits more equitable. Pension plan changes, including removing the cap on the number of contributing years, have been made that attempt to ensure a sustainable plan, with better inflation protection. The changes were made in part as a reaction to the reality of a higher average age of retirement. "Early" retirement incentives were not working as designed and so ended up being repurposed. Their monetary value was used to "buy" improvements. These changes were achieved through the energy and concerted efforts of FPSE staff and leaders as well as local leadership groups, stewards and bargaining teams.

The Potential for Growing Interest in the "Anti-Retirement Incentive"

College Pension Plan rules mandate that one must start collecting one's pension after age 71. If a member is working at the age of 71, they will then receive their full pension in addition to their salary. They also receive a 10% boost in take home pay because of not having to pay pension premiums. The Committee is concerned that once these rules become more well-known, it will for many have the effect of an "anti-retirement incentive." Someone with 20 years in the system would get something close to a 50% raise in take home pay.[4] That would create a new and significant de facto secondary scale.

In light of this context, the work of the Committee is centred on what “counterweights” can be developed in an attempt to balance the workplace so that those who wish to retire can do so in the way they wish, those who wish to reduce their workload can maintain as much of their compensation as possible, and those who do not have regular and full-time work will have opportunities they might not otherwise have had.

[4] From the view of plan finances, both member and employer premiums are lost to the plan as there’s no “active” contributions made to replace those for and by the “aged-out” member.

Time for Action

It is still within the first decade of the post-mandatory retirement regime. It is now time to try to ensure more balance between on the one hand, continuing to respect and support an older demographic and on the other, creating more work opportunities for those in younger demographics. In a relatively static growth environment, the default of doing nothing would decrease opportunities for younger workers. There needs to be intentional efforts on many fronts--local, provincial and federal--to achieve a more balanced workforce.

The Committee has tried to include a comprehensive menu of options that provides possibilities for locals and FPSE to explore, adopt or implement through bargaining or advocacy.

Option clusters include:

- Retirement Incentives
- Changes to post-retirement medical/dental benefits
- Establishing supported leaves for current senior faculty
- Phased Retirement options

Efforts in these areas always require respect for the many faculty who wish to work longer and their right to do so.

Part 1 - Context and Issues for Advocacy and Bargaining

1.1 Demographic Shift

With the elimination of mandatory retirement on January 1st, 2009, it was inevitable that there would be an increase in the number of members working past the age of 65. What was, and still is, unknown is the ultimate impact that elimination might have on the demographics of our institutions. The following is an attempt to quantify changes in the demographics since the elimination of mandatory retirement.

The data analyzed and presented in the figures below is taken from the Post Secondary Employers Association (PSEA) Human Resources Data Base.[5] The key measure used is the "FTE", which captures the full-time equivalent of the members employed over any given fiscal year (ending March 31st). The fiscal years included are 2007/08, 2010/11 and 2013/14. The 2007/08 fiscal year captures the last year in which mandatory retirement was in place, 2013/14

[5] Since Thompson Rivers University and Thompson Rivers University – Open Learning do not have the same relationship with PSEA as all other FPSE locals, these two institutions are not included in the data drawn from the PSEA database.

is the last fiscal year of data available from PSEA, and 2010/11 is included as a midpoint between the other two.

In Figure 2.1 below, the FTE by age category and across time are represented. Overall, between 2007/08 and 2013/14, there was an increase of 202 FTEs across all institutions. This increase of 202 FTEs was the result of a decrease of 136 FTEs in the combined age categories below age 60, and an increase of 338 FTEs in the combined age categories above 60 (there was a 212 FTE increase in the over 65 age category).

Figure 2.2 illustrates that the growth in the number of members in above 60 age categories has been in excess of the growth across other age categories. This can be seen in the rise of the percentages in the above 60 age categories and the decline in percentages in the age categories between 30 and 55 years. It is interesting that the largest percentage increase was in the over 65 category. This finding suggests that, over the time period examined, the end of mandatory retirement has had a significant effect on the timing of when a member retires.

Overall, the data supports the anecdotal reports that our institutions have been experiencing an increase in the number of members in older age categories. The result of the changing demographics was that the average age per FTE across all institutions increased from 49.6 in 2007/08 to 51.0 in 2013/14.

It also appears that the end of mandatory retirement has made significant impact to the demographics of the combined institutions (for a look at how the numbers above age 65 have behaved in individual institutions, please see the figures found in Appendix 2). It is too early to tell whether the effect of the elimination of mandatory retirement will continue to significantly influence the demographics of the institutions beyond what was experienced between 2007/08 and 2013/14, or if the growth will stabilize relatively soon.

Figure 2.1: **FTE by Age Category (All Institutions)** – The columns represent the age categories. The three sets of columns are for the different fiscal years.

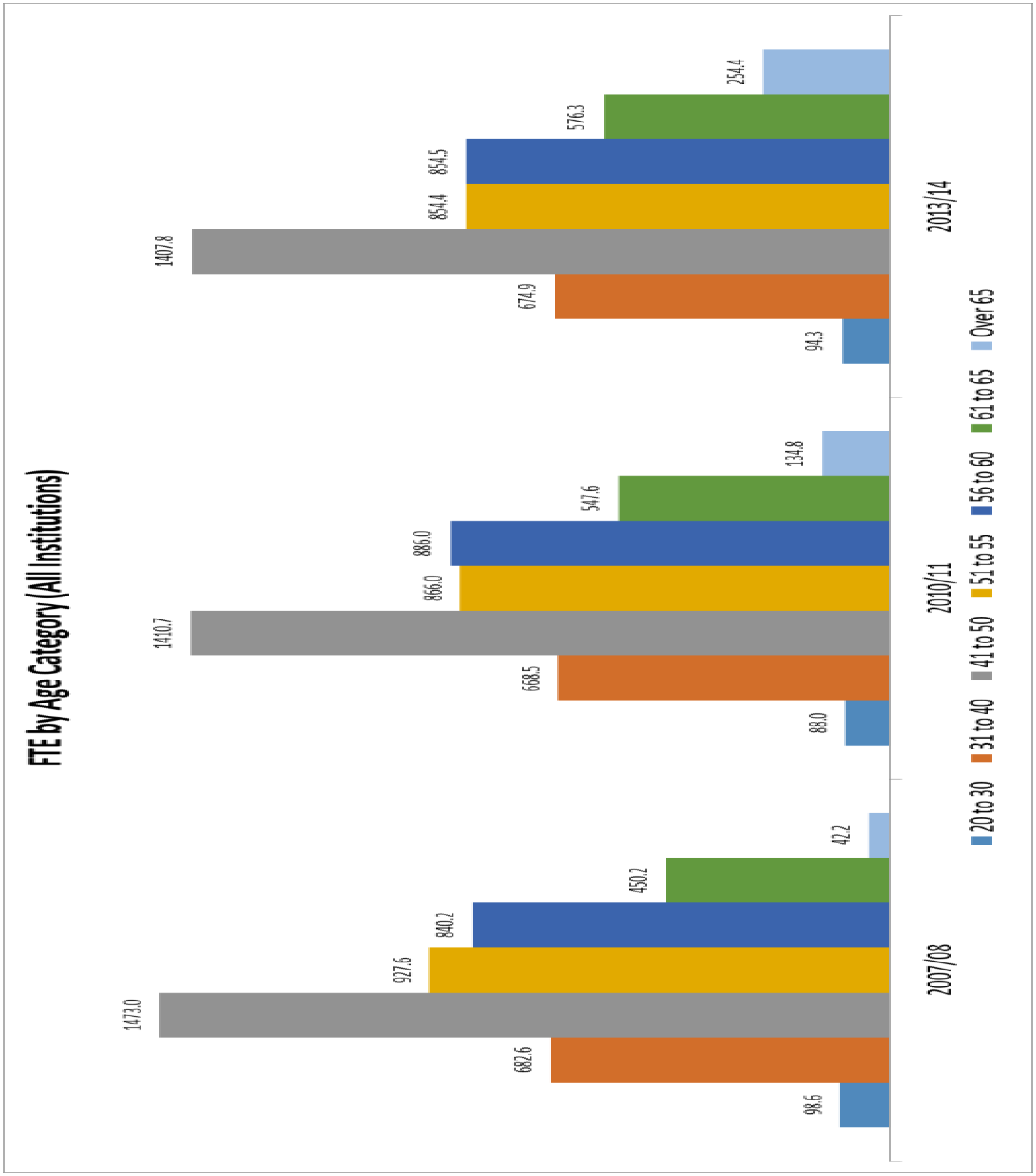
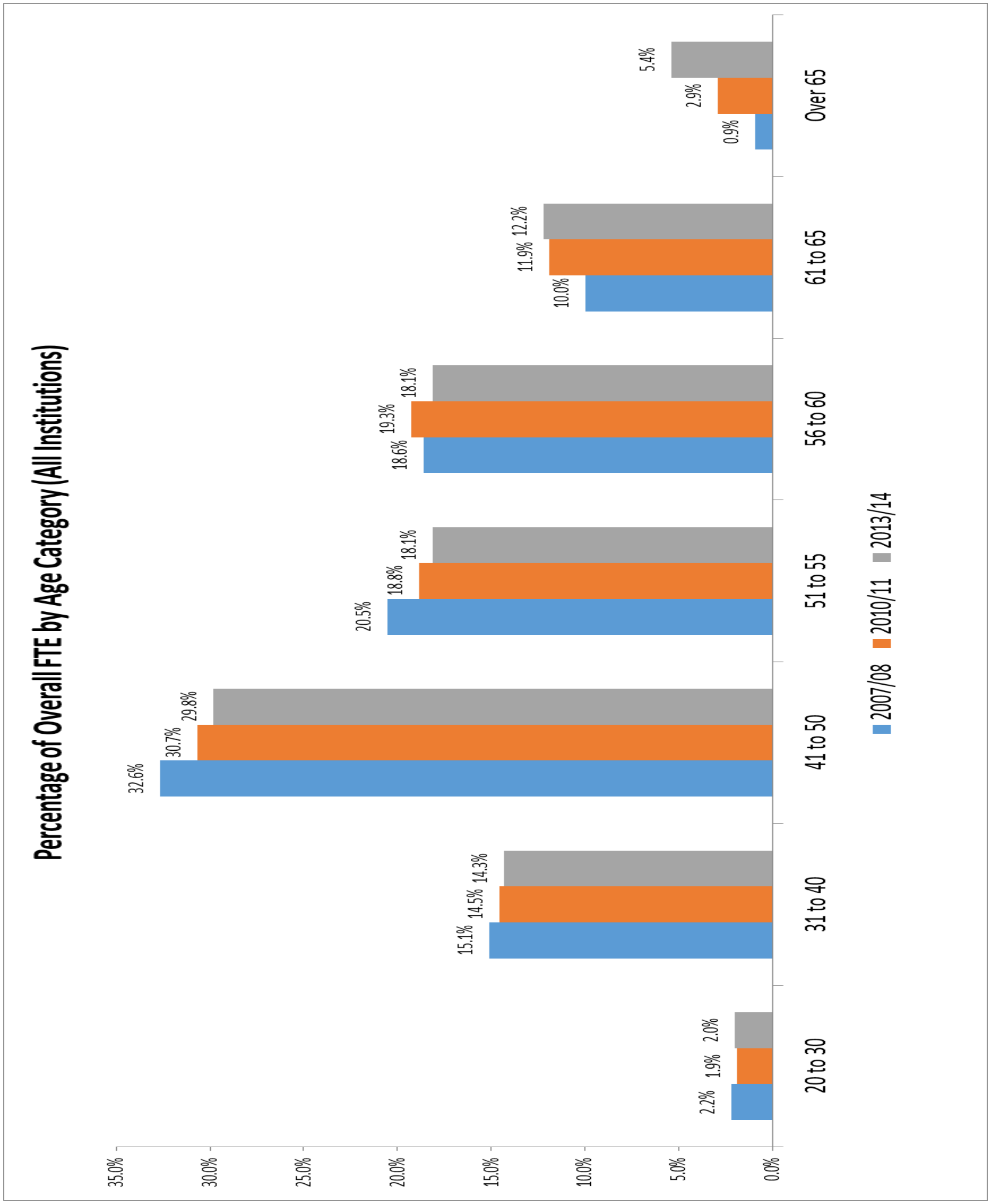


Figure 2.2: **Percentage of Overall FTE by Age Category (All Institutions)** – The columns represent the percentage of the overall FTE in each age category in each fiscal year. The seven sets of columns are for the different age categories.



1.2 Post-Retirement Medical/Dental Benefits

Active members of the public FPSE locals continue to enjoy premium-paid extended medical and dental benefits throughout their careers. Recent rounds of bargaining have even resulted in incremental improvements in benefits, while bargaining workplace rights has remained very difficult. Up until 2009, retirees also received extended medical benefits with their pension. The loss of these benefits was a shock to many, and it made many appreciate the plans they have as active workers even more. The loss of paid benefit plans in retirement may be a significant factor in keeping some working longer. The Committee recommends that the impact of benefits on retirement decisions should be explored through a comprehensive survey of active and retired members.

In 2008 and 2011, past FPSE working groups have reported out on benefit plans for retirees. In 2008, the recommended course was that some phased-in, partial user premium increases should be implemented. The next year the Plan nevertheless eliminated benefit plan subsidies completely. Their cost was seen as ever increasing and not adequately funded. The preferred focus became ensuring at least partial protection against inflation and monies used for benefit premium subsidy moved to support the Inflation Adjustment Account.

In 2011, with only the voluntary, user-pay option left, it was clear there was no appetite in the College Plan to integrate the cost of benefits back into plan benefit calculations. The FPSE working group made these recommendations:

1) Continue to explore joining with the Teachers' Benefit Plan for retirees
2) Look at ways to switch to a possibly cheaper Administrative Services Only plan
3) Consider the feasibility of at least a partial subsidy through payments by active members
4) Lower deductibles
5) Examining the feasibility of a benefits trust
6) Consider allowing retirees into current plans for active members

Since the 2011 report, there has been no significant progress towards any of these options. Some current retirees report that the voluntary plans available through the College Pension Plan are not attractive. Many retirees are choosing to enlist with other options such as the plan sponsored by the Retired Teachers of Ontario.

This Committee proposes the following ideas FPSE can research and explore:

- The Plan and bcIMC explore the feasibility of setting up and managing separate investment accounts/funds using investments so that a benefit program would not be dependent solely on contributory income. Contributions could be collected as an additional voluntary or mandatory premium while members are still active.

- The College Plan pooling resources with other BC Plans or other Plans to provide a lower cost option.
- FPSE lobbying government to revisit the idea that ICBC or an equivalent body set up a BC–wide extended health and/or dental plan.

1.3 Pension Plan Rules and Legislation

Canada Pension Plan Changes

In recent years, it has become possible to start collecting one's Canada Pension Plan and continue to contribute to it. This has caused many to wonder why that is not possible in the College Plan.

In 2016, the new federal government has once again opened the CPP file. FPSE has to monitor changes that may have unintended consequences on the College Plan and affect workplace demographics in unexpected ways.[6]

Working and Collecting Pension

Currently, faculty who retire start collecting their pension and sever their employment relationship. They can subsequently be re-hired but are ineligible to pay pension premiums. Unlike the plans for post-secondary faculty in Quebec, there is no way to increase one's pension by working after retirement. Faculty members can return to paid work post retirement pension-premium free. This is also a savings for the Employer except at Camosun, where the employer must pay an equivalent amount into a Retirement Savings Plan for the faculty member.

FPSE as a partner can and should continue to lobby for a change to pension rules in order that this advantage to the employer and retired member is taken away. There are already enough incentives to continue working in the system. Further, it is not good for the Plan to have a growing number of non-contributing faculty.

On the other hand, some flexibility in having one's full-salary level maintained through a combination of partial pension and reduced workload might be a feasible way of introducing a more effective phased retirement option into the BC college workplace. That approach would over the period of "phasing" create some less-than-full-time opportunities and after the phased period, mandate the creation of a full position. The combination of pension and salary should not go over full-time levels. It may be a difficult option for the Plan to implement, however, in the view of the Committee, it has merit that FPSE as a partner should explore.
For those members working past age 71, current federal law prohibits contributing to a pension

[6] It is estimated that a raising of the YMPE to $90,000 without any other adjustments to pension calculations would have the impact of reducing the pre-2016 College Pension of a member with a HAS of about $80,000 and who had 20 years of service by roughly $100 a month.

plan. The person must also begin to collect their pension. This can turn into an anti-retirement incentive of significant proportions for the member, and the Plan loses a contributing position. FPSE locals should focus on creating other incentives that would serve to encourage members to retire fully and prior to 71.

Part 2 - Retirement-related Options/Benefits in Quebec and in FPSE Collective Agreements

This section is the result of a survey of FPSE Agreements and some information from comparable contract arrangements in Quebec. It does not purport to be exhaustive.

2.1 Early Retirement Incentives

Most collective agreements have language on age-connected early retirement incentives (ERIs). The language is usually a leftover from when there was mandatory retirement at age 65. There are conditions -- usually a number of years of experience, being in a certain employment category, and being at a minimum age of 55.[7] The percentage of salary offered depends on the age of the applicant. The language is usually permissive -- ERI's "may" be offered.

Perhaps, there's a way to preserve the intent of an ERI but move the target to those with a particular amount of service in the Pension Plan. This is an item that might become part of future bargaining agendas.

2.1.1 Benefits after an ERI

Several Collective Agreements have language saying the employee can stay on the Employer's medical and extended health plans for a period of up to 5 years, provided the retiree pays all of the premiums.[8] Perhaps to enhance the incentive, those premiums could also be structured into it or added to the retirement incentive.

2.2 Retirement Incentives

Non-age connected Retirement Incentives are part of most Collective Agreements (at least as part of the menu of Labour Adjustment strategies when employers are wishing to downsize). Many were originally introduced through the Common Agreement. Most Collective Agreements also mention "trial retirement", although there does not seem to be a working definition or experience of that idea. The following list refers to free-standing retirement incentives that are not bound to workforce reduction situations.

2.2.1 Cash Lump-Sums

In the VCCFA 2014/19 Collective Agreement a mandatory five FTE Retirement Incentives (RIs) per fiscal were negotiated through "trading" a form of supported leave for the RIs. They are set at $45,000 per FTE. The criteria for selecting from amongst applicants are the highest combination of service and age.

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[7] With age having a protected Human Rights status, all such provisions should be made age-neutral.

[8] There is also language in these same agreements about applying to be on the College Pension Plan benefits, which no longer exist in the same form so that language should be updated.

2.2.2 Help with Pension Buy-Back of Service

Although application under the revised pension rules is perhaps limited, at Selkirk, the College will match employee contributions for buying back up to 3 years of pensionable service if the faculty member retires between age 55 and 65.

2.2.3 Incentive in a Layoff Situation

At Camosun, in areas facing reductions, a full-timer can reduce down to a minimum half-time status and continue work and be given an additional incentive worth 10% of annual pay times the number of years until age 65.

2.3 Payout of Unused Sick Leave and Service Recognition Payouts

A few Collective Agreements (CNC, Douglas, Okanagan) have a payout of unused sick days (up to a limit; e.g., 60 days at OC) upon retirement. Some of the GEU agreements also have had this provision since the 1970s. OC also has a service recognition accrual of 5 days per year.

2.4 Supported Leaves

At VCC, Retirement Preparation leaves of between 3 and 12 months for senior faculty do not mandate retirement but they do create re-occurring vacancies. These leaves are unpaid but a stipend of $1000 a month allows one to continue with benefits and pension premiums, and the College will pay its pension premium amount. Any replacement work that goes to term faculty counts towards their regularization and all other accruals.

2.5 Phased Retirement/Voluntary Workload Reductions

Several agreements have these types of options where faculty members will agree to retire at the end of a set period and members are able to reduce their workload over one to three years. Salary is also reduced.

Some agreements provide for full benefits. Some have lump sum payments as an incentive. Many would seek to have one collect full or partial pension during this "phasing" period but that is not currently possible before their retirement.

2.5.1 Vancouver Island University

A lump sum incentive can be used to top up salary of the reduced workload to 100% for as long as the incentive lasts. If there is any left, that is paid out at retirement.[9]

2.5.2 Thompson Rivers University

This is a pre-retirement bridging option.[10] It allows faculty to gradually retire, over a period of one to two years, with little effect on their benefits. Faculty have the potential to maintain a higher salary than if they just took a regular workload reduction. The faculty member does not retire or start to collect their pension, but reduce workload. The faculty member decides what sections to give up. The Dean decides who has rights to that work. If the work can be filled by a non-regular sessional faculty member, that creates a savings. The difference between what the

[9] At VIU, the work freed up by the faculty member phasing in retirement does NOT count towards regularization.

[10] This TRU system is dependent on a significant differential between non-regular and regular pay. Further, sessionals have no or very limited rights to regularization

faculty member would be paid for that work and what the sessional is paid for that work is calculated. That amount is given as a Phased Retirement Supplement (PRS) to the senior faculty member who has reduced their workload. The faculty member continues to get full medical and dental benefits.

2.5.3 Fraser Valley

One can reduce workload up to 50% by taking an unassisted leave, at 20 to 50% over a period of two years. The employer pays benefits during phased retirement period.

2.5.4 Examples from Quebec

There are two options listed on the Quebec Pension Plan website
www.rrq.gouv.qc.ca/en/flashretraiteqc/Pages/capsule_retraite_037.aspx

In brief, one can reduce one's workload but, with employer agreement, contribute to one's pension as if still at the same time-status.

Or, one can start to collect an "early retirement" income. One receives pension, income, and continues paying pension premiums. One's pension income is then increased in the following year by 0.5% of one's contributory income. Because this would allow a person to be compensated at more than full-time levels, it would probably not be an incentive to retire or reduce workload earlier,

2.6 Post-Retirement Options

The College Plan is clear that one must "sever" employment in order to start one's pension. However, at a few locals some kind of post-retirement work opportunity is thought of, to varying degrees, as possible or very probable.

The Committee does not know if this type of “incentive” actually leads to workload reductions or earlier retirements. It is perhaps an item that can be explored through a survey.

While some may argue that it’s better to encourage “classic” retirement, post-retirement opportunities may hasten retirement for some.

It can lead to confusion when these ***post-retirement*** options are referred to as "phased" or "phased-in" retirement. In this report we reserve that terminology for ***pre-retirement*** options such as those discussed above in section 2.5.

2.6.1 Re-employment as Non-regular Faculty

At VCC and Douglas, retired faculty members can be re-employed as contract or auxiliary faculty members. This is not a guarantee nor is it a status with any particular rights, at least initially. However, there is no barrier to restarting on the seniority and status accrual tracks. One member at VCC was even getting close to regularization at one point. An advantage for both the college and the member is that neither has to pay a pension premium for the work.

2.6.2 Re-employment Rights with some Time-status Limitations

At Kwantlen, retired faculty members can be re-employed as non-regular faculty members. The retiree will automatically be placed on the interview list; however, appointments cannot exceed half time.

At Capilano, a member can retire, and therefore start their pension but then be appointed back to a non-regular position. The search process to fill this non-regular position may be restricted to internal candidates and retired employees. One can work up to 50%, unless the person took an ERI, then can only work up to two sections per year (25%). One cannot contribute premiums to the College's pension plan while collecting a pension

2.6.3 Re-employment Rights with Further Limitations

In the CORFA Agreement, retired faculty members can be re-employed as Post Retirement Faculty. One can work for up to a year at a time. They are paid on salary scale at the step they left at (usually top of scale) plus 10% in lieu of PD, vacation, and benefits and another 15% for non-instructional time. There is no right of first refusal.

This structure is designed as a financial dis-incentive to management to re-hiring retirees. Because the retiree would cost the college more than the typical non-regular, it is a balanced approach. Given that finding qualified people may be difficult in some departments or communities, it can help satisfy a legitimate need, while retaining the financial incentive to find a junior person at a lower cost as well as an opportunity to do so at least once a year.

2.6.4 Camosun FA's Article 18.03 Post Retirement Employment

Re-employment under this provision is for usually for a period of two years, which however, can be extended by mutual agreement. The faculty member actually retires (severs employment for at least one day) and starts to collect a pension. The College creates a special "post-retirement position," which is restricted to retired faculty. The faculty member can then be re-employed at 50%. The employer's former pension contribution will be pro-rated and placed in an RRSP for the faculty member. The faculty member gets paid as a 50% continuing faculty member and collects pension at the same time.

Part 3 - Recommendations

3.1 Develop a Set of Principles

That FPSE develop a set of principles to guide bargaining, advocacy and decision-making that includes the following:

(1) Transitions to Retirement should be developed primarily as ways to encourage work-force transition not within a frame of cost-savings to institutions
(2) Created savings derived from transition plans, such as the employer not having to pay pension premiums, should be separated off to plans/incentives/funds that can encourage full retirements and workload reductions

(3) Alternatives like the Quebec example or the Canada Pension Plan that would allow continued, unreduced work to increase one's pension while also collecting one's pension should not be encouraged
(4) Faculty Associations should always seek to balance the rights of the non-regular faculty members with the rights of the members who are later in their careers
(5) That FPSE locals create active agendas that seek to counteract the probable tendency of the post-secondary workforce to hold on to their jobs to an extent that reduces options for newer faculty.

3.2 Prioritization of Initiatives

That locals considering initiatives to encourage retirement and/or workload reductions do so in the following priority order:

(1) Full retirement
(2) Phased retirement; that is, a process where the faculty member gradually reduces his workload, aiming towards a set retirement date

(3) Only post-retirement re-employment options that limit re-employment and re-employment rights, see 3.3 below.

3.3 Limitations on Post-retirement Employment

If locals have bargained or are attempting to bargain models of post-retirement employment those provisions should only be activated in a sequence: after available work is offered to incumbent part-time and non-regular faculty; then if work is still available there should be a full posting for the work; then if the work is still available, it should be offered to retired faculty as:

(1) limited term employment which is ineligible for re-regularization, paid benefits, or salary increment accrual, with

(2) limited combined compensation of pension plus pay not exceeding the top of the faculty pay scale.

3.4 Creating Transitions to Retirement

That Policy 4.14 (2003) on Phased Retirement, see Appendix 3, be reviewed and that FPSE develop clearly defined and comprehensive model proposals for

(1) early retirement and retirement incentives, and

(2) phased retirement

3.5 Pension Plan Rule Changes

Since pension related legislation and current tax laws currently block some options, FPSE can and should continue to be a leader in advocating for change. As a Plan Partner and while cognizant of the need for stability in Plan rules, it is recommended:

(1) That FPSE continue to pursue changes that would serve the overall goals of supporting senior faculty who wish to either retire or reduce their workload. Examples are partial pensions, or other forms of "pre-retirement" pensions. *See also FPSE Policy 5.1.5 (i), Appendix 3.*

(2) That FPSE advocate for pension rules which would require both employers and employees to make contributions to the Pension Plan regardless of whether the employee is already collecting a pension. *See FPSE Policies 4.14.2.2 and 5.1.5 (f), Appendix 3.*

3.6 Effects on Non-Regular Faculty

(1) When a regular faculty member retires, institutions should be obligated to fill those vacancies with regular positions or regularized faculty.

(2) Retirement incentives should not result in cost savings that benefit only the employer. Any savings should go towards supporting and encouraging work-force transition, or towards regularizing non-regular faculty.

(3) Work-force transition models should not rely on the lower wages of non-regular faculty nor encourage the lowering or capping of non-regular wages.

(4) As such transition initiatives are to be standing, reoccurring features of workplace arrangements, the work created should lead to regularization or the regularization track

3.7 Medical/Dental Benefits

That FPSE continue to work towards improvements in access to affordable post-retirement benefits such as those summarized in section 1.2 herein. *See also FPSE Policies 5.1.4.8 (c) and 5.1.5 (c), Appendix 3.*

3.8 Surveying our Members

That FPSE undertake a survey of retired and non-retired members to answer such questions as:

To what degree do members delay retirement because they want to maintain their extended health and dental benefits?

Which measures would be most effective in encouraging retirement: phased retirement? partial retirement with pension? job share? post-retirement arrangements? or lump sum incentives?

3.9 Compliance with Human Rights Legislation

That locals review their collective agreements to ensure that language referring to mandatory retirement or the use of a member's age in calculating access to benefits or leaves have been removed or minimized so that they are in compliance with Human Rights legislation.

3.10 Updating of Recommendations from 2013 Report

see Appendix 1

(1) Evaluation

That FPSE locals are encouraged to negotiate effective evaluation language which will ensure fair treatment of faculty regardless of age and that BCC, CARC and locals should continue to monitor developments in this area.

(2) Potential Strains on the FPSE Workplace

That CARC and Locals include in their planning and work plans

--training modules on practical pitfalls and approaches in workplaces that have a greater number of older workers than they have ever had.

-- training modules for stewards on how to become more sensitized to the needs of older workers and on how to assist and facilitate when misunderstandings and conflicts occur.

Appendix 1 Review of the Recommendations from the 2013 FPSE Report, "The End of Mandatory Retirement: Adapting to the New Realities of Work and Retirement "

Recommendation 1

When discussing or proposing Plan design changes as a pension partner, FPSE should continue to consider carefully the predictable intergenerational effects those changes will have on the availability of work for newer faculty and on the amount of work older faculty may, with as little impact as possible, be able to let go of.

Recommendation 2

That FPSE develop a clearly-defined and comprehensive model proposal for both phased and for partial retirement pursuant to Policy 4.14 (2003)

Recommendations 3 and 4:

- *That FPSE locals are encouraged to file grievances where employers limit benefits after age 65.*
- *That FPSE continue to provide locals with the necessary support to successfully grieve or bargain benefit improvements for post-65 employees.*

2016 Commentary

Significant progress on post-65 benefits has been made since 2013. Locals either achieved increases through grievances or bargaining. The situation now does not merit special attention beyond that afforded such issues through contract administration or bargaining. The Committee believes the focus should now shift to possible measures to address post-retirement benefits, as per recommendation 3.7.

Recommendation 5

That FPSE locals are encouraged to negotiate effective evaluation language which will ensure fair treatment of faculty regardless of age.

2016 Commentary

This item should be referred to BCC, CARC and the locals for monitoring and any further action recommendations. *See Recommendation 3.10 (1)*

Recommendations 6 and 7

- *That FPSE locals are encouraged to negotiate provisions regarding the re-hiring of retired faculty which establish an appropriate balance between the rights of retirees and the rights of new faculty.*
- *That FPSE advocate for pension rules which would require both employers and employees to make contributions to the Pension Plan regardless of whether the employee is already collecting a pension.*

Recommendations 8 through 12

- *That FPSE conduct a comprehensive survey to determine a more accurate profile of the demographics and economic conditions of non-regular faculty.*
- *That FPSE task the NRFC with establishing new employment standards for FPSE to advocate for in its advocacy and for FPSE to bargain towards.*
- *That FPSE locals and the Bargaining Coordination Committee consider how to recommit to making non-regular issues in general and a major restructuring of work conditions for newer faculty top priorities for change over the next rounds of bargaining.*
- *That FPSE locals work towards reducing barriers to regularization wherever they exist in language and practice*
- *That FPSE locals without regularization of the person language continue to try to negotiate such language into their collective agreements.*

The 2013 Report states:

> *NRFC members believe that the real issue for new faculty is not so much what older workers are doing. Rather the issue is finding ways to have greater job security and better working conditions. There should be a renewed commitment to resetting the standards for employment in the post-secondary system. That can include a lower work level required for regularization, perhaps quarter-time; a shorter qualifying period, perhaps one year; that regularization become automatic; and that attendant medical and dental benefits start much earlier during one's probationary period. It should also include an elimination of secondary scales for like-work where they exist and seniority based access to work.*

2016 Commentary

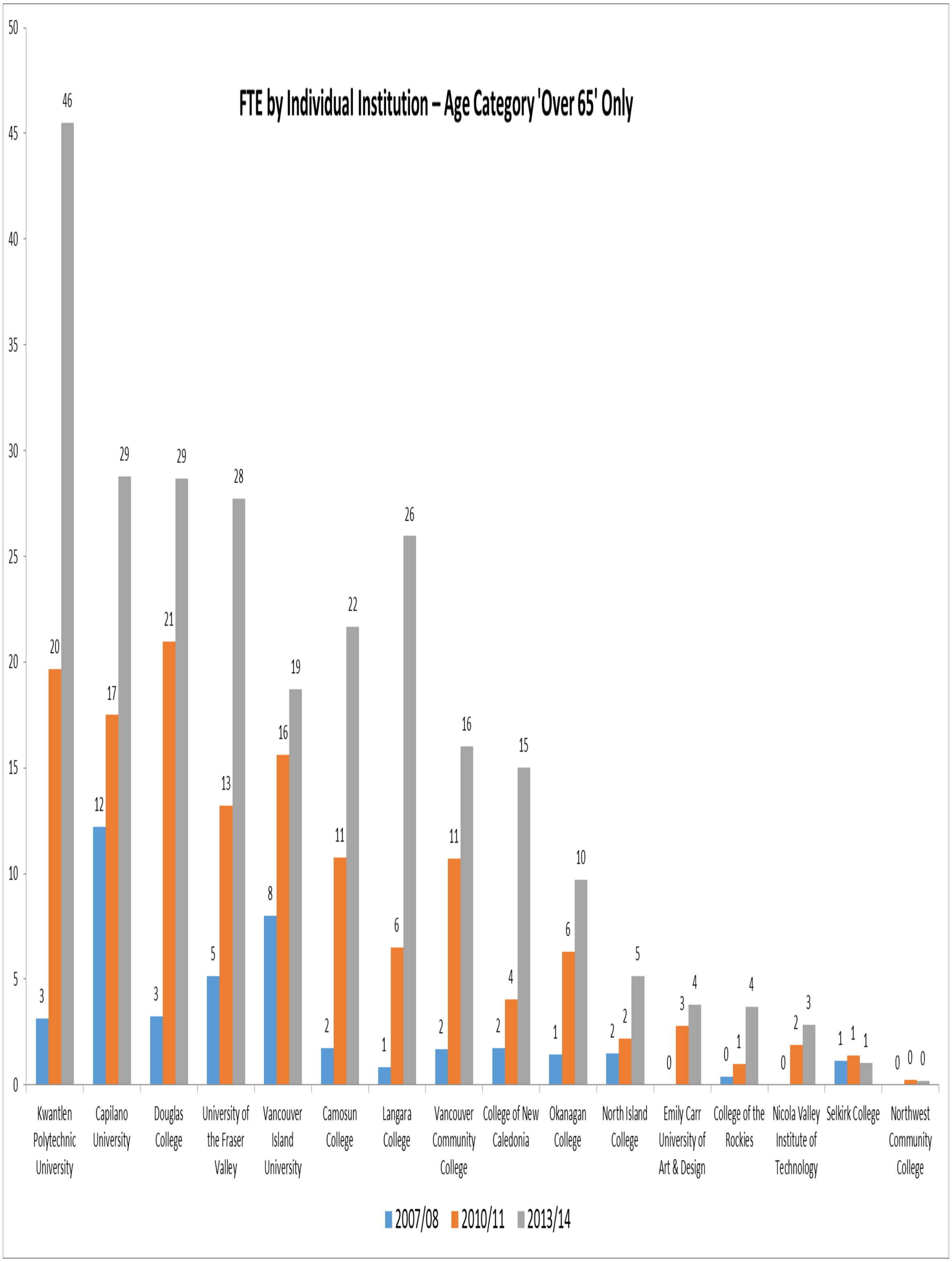
The Committee supports these recommendations and notes that the survey of non-regular faculty has already gone through one iteration. These items should be referred to NRFC and BCC for inclusion in their workplans and future agendas. Throughout this Report, the Committee attempts to maintain the principle that any work opportunities created through encouraging retirement be either a regular or regular-track job. *See Recommendations 3.1 (4) and 3.6*

Recommendations 13 to 15

- *That FPSE develop training modules for leaders and general members on practical pitfalls and approaches in workplaces that have a greater number of older workers than they have ever had.*
- *That FPSE develop training modules for stewards on how to become more sensitized to the needs of older workers and on how to assist and facilitate when misunderstandings and conflicts occur.*
- *That the FPSE representatives on the joint FPSE/PSEA committee created to discuss harassment issues and training work to ensure that the training includes sensitivity to ageism.*

2016 Commentary
These items should be referred to CARC and the locals for their workplans or future agendas.
See Recommendation 3.10 (2)

Appendix 2 FTE Above Age 65 Through 2007-2014 Period In Individual Institutions



Appendix 3 FPSE Policies on Retirement and related Pension and Benefit Issues

4.14 RETIREMENT

4.14.1 Phased and Early Retirement

FPSE supports the development of phased retirement options and early retirement options (retirement options) for members. Phased retirement refers to a combination of work and pension income such that the total income not exceed a full-time salary.

Access to a range of retirement options benefits employees in easing the transition from regular employment to full retirement while maintaining income and benefit levels and working at less than full load.

Retirement options are valuable to employers and the post-secondary system as such options recognize the valuable contribution and experience that employees make to institutions and allow institutions to retain skilled older employees who would otherwise retire. Employers also benefit from retirement options by being able to plan and support workforce adjustment and transition more effectively.

Access to retirement options should not limit access to regular work for existing non- regular employees and for new employees. Access to retirement options may assist in avoiding layoffs in the context of workforce reductions. FPSE believes that the funding of retirement options is primarily an employer responsibility. Where retirement options are being considered, it is appropriate to assess the implications for the health of the College Pension Plan funding, including the impact on the Basic Account, the Inflation Adjustment Account, and the Plan's ability to subsidize health benefits for retirees. *(2003 AGM)*

4.14.2 Removal of Mandatory Retirement

4.14.2.1 When discussing or proposing Pension Plan design changes as a pension partner, FPSE should continue to consider carefully the predictable intergenerational effects those changes will have on the availability of work for newer faculty and on the amount of work older faculty may, with as little impact as possible, be able to let go of.

4.14.2.2 FPSE will advocate for pension rules which would require both employers and employees to make contributions to the Pension Plan regardless of whether the employee is already collecting a pension. *(2013 AGM)*

5 PENSIONS

5.1 Overview of Pension Partner and Trustee Roles and Obligations

5.1.4 Operating Principles

5.1.4.8 Economic Security
The financial aspects of the pension plan are important for both active members and recipients.
(c) Comprehensive post-retirement group benefits should be provided at an affordable cost for retirees.

5.1.5 Goals

FPSE should continue to maintain and work for:
(c) retiree access to fully-funded health benefit plans
(f) seeking legislative and regulatory changes that will have a positive effect on the plan
(i) bringing in a framework to allow partial retirement with corresponding access to partial retirement benefits

Appendix 4 Summary of Local Collective Agreements on Retirement

Disclaimer: This compilation is from sources available online in the spring of 2016. The Committee knows that several 2014-19 Agreements have not yet been through final edits, let alone been published on the web. Therefore, there are likely to be wording or numbering changes that we were not able to catch. Please connect with the local to ensure accuracy of the cited provision.

Local 1 – Capilano FA

- Mandatory retirement (Article 2.17) at age 70 (or 5 years past the earlier age to qualify for unreduced CPP_
- Retired employees can continue to participate in dental and extended health (100% employee paid) – Article 9.4.2.3)
- They have an Early Retirement Fund ($30,000 per year plus there can be other employer contributions) to offer ERIs. Article 18.5 –Lump sum payout can be used for buying past service contributions.
- Phased in Retirement – Article 20 - really "post retirement". Can be re-employed as a non-regular, up to 50% of a workload. If the retiree took an ERI, then can only work up two sections per year.
- An amount equal to the College's contribution to the College Pension Plan for the workload of the retired employee subsequently hired as a non-regular employee will be added to the Early Retirement Fund – Article 20.1.3.

Local 2 – TRUFA

- Has early retirement and phased retirement as part of the Menu of Option for Labour Adjustment Strategies (Article 3.33)
- Offers a Retirement incentive (but no details) – Article 16.3
- Has Phased Retirement (Article 16.4) – employee is committed, irrevocably, to retire. Reduces workload. Paid for the work s/he still teaches plus a "Phased Retirement Supplement" (PRS). PRS = difference between the salary and benefits for that portion of the member's workload no longer performed by the member and the salary and benefits of the sessional cost when that work is replaced. Continues to have fully paid benefits.

Local 3 – FACNC

- When the employee qualifies for a Pension, is paid the cash equivalent of accumulated sick leave up to a maximum of 60 days.
- Standard ERI language (Article 14.13)
- Will match the employee's contribution for the buyback of up to 3 additional years of pensionable service, subject to the approval of the pension plan. (12.8.1.(e))

Local 4 – DCFA

- LOU #1 – Retirement Incentives – standard ERIP letter

- Article 6.07 (e) – A post-probationary regular faculty member planning to retire in the following academic year may request, for the academic year preceding retirement, a part-time workload spread across three (3) semesters. Access to this provision will be limited to one (1) occasion per faculty member.
- Article 13.02 (c) A regular faculty member who retires and who wishes to instruct as a contract faculty member must advise the College in writing. If a retired faculty member obtains employment as a contract faculty member, benefits will be made available to that faculty member in accordance with Article 16.09 until age seventy (70).

Local 5 – KFA

- Part of Menu of Labour Adjustment Strategies – Article 7.12
- Article 21 – Retirement – not in force because of LOU 13
- Article 22 – Early Retirement – Standard ERI
- LOU 13 – Elimination of Mandatory Retirement – about benefit coverages

Local 6 – CORFA

- Standard ERI – LOU 1
- LOU 9 – Post Retirement Faculty– retired faculty can be re-employed as PR faculty at top of scale, no R of FR, no benefits, PD, sick leave, or vacation (but 10% in lieu of benefits and vacation). Up to 100% for up to 1 year. Can have subsequent appointments, if there is no employee with R of FR to the work.

Local 7 – UFVFSA

- Article 34 – Retirement – standard ERI language
- Article 34.5 Phased Retirement – can reduce workload up to 50%. Unassisted leave, 20% to 50% over a period of two years. Employer pays benefits during the phased retirement period as per their Article 28 (which I think means pro-rata costs but I'm not entirely sure.)

Local 8 – VIUFA

- Article 15.2. 1 to 15. 2 8 - Standard ERI language
- Article 15.2.9 – A faculty member receiving an ERI may choose to postpone their date of retirement for two years by means of a one-time reduction of their workload. The combined payout of the early retirement incentive and salary for part-time work in each fiscal year shall not exceed the salary the faculty members would receive if they were working full time. Any unpaid balance will be paid out at the end of the two-year period. Replacement work created by this reduction does not count towards regularization.

Local 9 – OCFA

- Article 30.1 – 30.2 – Retirement and ERI
- Article 30.3: Service Recognition on Retirement Allowance – 5 working days for every FTE year of service with OC, prorated. Also, MOU #1 – tells how this is funded.
- Article 30.1.2 - Get cash payment equal to accumulated sick leave and, to max of 60 days, and unused vacation to a max of 30 days.
- Early retirement and ERI part of the menu of labour adjustment strategies.

Local 10 – SCFA

- Article 9.8 Retirement Benefits – College will match employee contributions for buying back 3 years of service, if retires between age 55 and 65
- ERI – standard except the percentages are lower than other places.

Local 11 – AWU

- Seniority list for early retirement Article 15.7
- Article 16 – Early Retirement plan – standard ERI
- Article 6.7.6 An employee who has made no claim against the Sick Leave Plan in the 3 years prior to retirement shall be entitled to a lump sum payment of 2 months' salary upon retirement.
- Menu of labour adjustment options

Local 12 – Camosun CFA

- Article 18 – Early retirement, ERI, Post-retirement Employment
- Article 15.02 – payout of pre-1988 accumulated sick leave upon retirement
- Article 18.03 - Following retirement from the College, a previous Employee may be appointed to a post-retirement position in his/her previous department. With the approval of the appropriate Vice-President, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the Employee. Appointments may be extended subject to mutual agreement between the College and the Employee. The employee first retires and applies for pension.

Local 14 – Langara FA

- Article 10.5.1 – 6 months' notice to College before retiring
- Article 22 – Early Retirement Incentive – standard language

Local 15 – VCCFA

- Article 8.11 – Retirement preparation leave – 3 to 12 month leave (unpaid) but with benefits, ability to buy pensionable time, and a $1200 per month stipend. Maximum of 20 such leaves per year. *Suspended for 2014-19 Agreement.*

- Article 8.12 – Renewal leave – 6 to 12 month leave with benefits and $1200/month stipend. Maximum of 30 per year. *Five per year for 2014-19*
- Part of menu of labour adjustment strategies.
- Article 21 – 6 months' notice
- Article 22 - Retirement Incentive (standard language)
- Appendix 26 – Retirement and Succession issues – joint committee to discuss transition into retirement and recruitment of new faculty.
- New 5 FTE Retirement Incentives a year at $45000

Local 16 – NICFA

- Only has language about mandatory enrolment in the College Pension plan

Local 17 – TRUOLFA

- Article 11.7 – mandatory enrolment in the plan
- Article 12.8 – 12.8 Retirement No Employee shall be required to retire due to age, provided the Employee is capable of carrying out his/her duties. 12
- Article 12.10 Standard ERI language

Local 19 – NVITEA

- Article 30.1 Retiree Benefits – access to computers and a library card at no charge.

Local 22 – ECUADFA

- Standard Early retirement incentive language except they don't have to fill positions vacated by early retirements.

Appendix 5 Actual Local Collective Agreements on Retirement

Disclaimer: This compilation is from sources available online in the spring of 2016. The Committee knows that several 2014-19 Agreements have not yet been through final edits, let alone been published on the web. Therefore, there are likely to be wording or numbering changes that we were not able to catch. Please connect with the local to ensure accuracy of the cited provision.

Local 1 – Capilano FA

2.1.7 Mandatory Retirement

2.1.7.1 The mandatory retirement age for an employee is the greater of age 70 or the age compounded by adding 5 to the earliest age for qualifying for an unreduced Canada Pension.

2.1.7.2 An employee who meets the mandatory retirement age shall lose his or her employment status except for the purposes of temporary substitution. This clause will not affect current employees who are age 55 or older as of April 1, 2001.

2.1.7.3 In exceptional circumstances, the functional area and Dean may agree to hire for one academic year at a time, a past employee over the mandatory retirement age.

9.4.2.3 Retired Employees

Enrolled employees may continue to participate in the dental and extended health benefits of the flexible benefits plan following retirement. The cost of such participation shall be one hundred percent (100%) employee paid.

11.6.3 Retirement

If an employee wishes to retire at age sixty-five (65) or earlier, the retirement shall coincide with the end of the term and s/he must give at least six (6) months' notice in writing to the President. These provisions may be waived or the date altered by mutual consent in writing.

Article 18 EARLY RETIREMENT PLAN

18.1 For the purpose of expending funds allocated for early retirement under this Collective Agreement, the College shall accept and approve, on the basis of seniority as applied in 18.1.2, applications for early retirement of employees meeting the qualifications of 18.1.1

18.1.1 Eligibility:

- An employee must be at the highest achievable step of the salary scale,
- An employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute System

• An employee must elect to cease employment with the College for purposes of retirement, unless 18.1.2 applies, and
• An employee must be age 55 or older.

18.1.2 For the purposes of Article 18 seniority is measured in accordance with 11.8.6 unless and employee qualifying under 18.1.1 can establish through certification of a physician jointly agreed upon by the Union and the College that the employee has significant outstanding health problems that would make continued employment at the College detrimental to the employee's medical condition. This employee shall have his/her seniority adjusted to 1.25 times seniority as measured by 11.8.6.

18.1.3 Employees accepting early retirement after the application of Article 18.1.2 cannot return to work at the College.

18.2 AGREEMENT

18.2.1 An employee has the right to accept or decline an early retirement incentive offer made by the college within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the College.

18.2.2 Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

18.2.3 Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.

18.3 BENEFIT OPTIONS

18.3.1 Lump Sum Payment (OPTION "A")

The retirement benefit will be paid in one sum on the date of retirement or, on an agreed-upon deferred date or in predetermined installments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

Age of Retirement	Payout
55 to 59	100% of annual salary
60	80% of annual salary
61	60% of annual salary
62	40% of annual salary
63	20% of annual salary
64	0% of annual salary

18.3.2 Purchase of Past Service Contributions for Early Retirement (OPTION "B")

The College will purchase, on behalf of the employee, past service contributions to the College Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

18.4 FINANCIAL COUNSELLING

Each employee who accepts one of the foregoing incentives is entitled to attend with their spouse or another individual who advises the employee on his/her finances, a Financial Planning Workshop and to receive subsequent personal financial consultations conducted by a firm of qualified financial planners or consultants. Fees for the consultative sessions to a maximum of $400 per session will be borne by the College.

18.5 EARLY RETIREMENT FUND

18.5.1 The College shall maintain an early retirement fund to fund early retirements under Article 18. The College shall add to this fund the following:

18.5.1.1 Thirty Thousand dollars ($30,000) per year; and

18.5.1.2 Any amounts received by the College and specifically designated for the early retirement of its faculty.

18.5.2 The College shall deduct from this fund the amount of early retirement benefit options disbursed.

18.5.3 The College shall maintain records for the Early Retirement Fund. The Union shall be provided with an annual reconciliation summarizing the changes in the Early Retirement Fund. The Union shall be given access to the supporting records upon request.

Article 20 RETIRED EMPLOYEES

20.1 PHASED-IN RETIREMENT

Following retirement from the College, a previous employee may be appointed to a position as a non-regular employee. Such appointment shall be governed by 11.3 of the Collective Agreement. At the option of the functional area and with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees (see 11.7.2.4).

20.1.1 A previous employee who has retired and is subsequently appointed to a non-regular position may work up to one-half of a full duty load, provided that the employee was not in receipt of an early retirement from the College. Where the employee was in receipt of an early retirement incentive from the College, the employee may work up to two sections per year.

20.1.2 Appointments of retired employees shall be governed by 11.3. The probationary provisions of 11.4.1 shall not apply to retired employees who received non-regular appointments following retirement. At the option of the functional area, with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees.

20.1.3 An amount equal to the College's contribution to the College Pension Plan for the workload of the retired employee subsequently hired as a non-regular employee will be added to the Early Retirement Fund under 18.5.

20.2 Upon request, a retiree shall be provided with a library card at no charge as a community borrower and allowed access to the College's facilities as if s/he were a registered student. The Vice President may withdraw this benefit for a particular retiree. The withdrawal of the benefit will not take effect until the CCFA has been notified of the proposed withdrawal and provided with the reasons for this decision. This benefit shall not be unreasonably withdrawn.

Local 2 – TRUFA

The word "retirement" shows up in:

- Article 3.3.3 – part of the menu of Labour Adjustment strategies
- Article 16.3 – Retirement Incentive and Article 16.4 Phased Retirement

16.3 Retirement Incentive

16.3.1 Eligibility

16.3.1.1 An employee must be at least 55 years of age and at the highest achievable step of the Assistant Professor/ Lecturer/ Librarian I/ Counsellor I/ Instructional Support I salary scale or higher.

16.3. 1.2 An employee must have a minimum of ten years of full-time equivalent service in the BC Post-Secondary System.

16.4 Phased Retirement

16.4.1 Members may request and the University may grant Phased Retirement. Once an agreement for phased retirement has been reached and signed the member is irrevocably committed to retire.

16.4.2 Phased retirement will be available to members who are at the highest achievable step of the Assistant Professor/ Lecturer/ Librarian I/ Counsellor I/ Instructional Support I salary scale or higher on the 30th of June and have reached the age of 55 or greater.

16.4.3 A member will give written notice of his/her intention to participate in the one or two years phased retirement program twelve (12) months in advance of the proposed commencement of phased retirement along with the intended progressive reduced workload as per Article 10 for each year of the phased retirement program.

16.4.4 The salary of the member during the phased retirement period will be based on the following:
i. Actual workload performed; and
ii. Phased Retirement Supplement (PRS).

16.4.5 The PRS shall be equal to the difference between the salary and benefits for that portion of the member's workload no longer performed by the member and the salary and benefits of the sessional cost when that work is replaced. If the workload no longer being performed is not replaced, the PRS shall equal the salary and benefits for that workload. The research component for Tripartite Faculty is a three course release for the purposes of phased retirement calculations.

16.4.6 The member's and the University's contributions to the pension plan will be in accordance with the College Pension Plan guidelines based on the salary actually paid to the member.

16.4.7 TRU shall continue to pay 100% of all health and welfare benefits during the phased retirement program.

Local 3 – FACNC

12.8.1. e. Upon retirement, when a faculty employee has fulfilled the requirements to qualify for a pension under the Pension (College) Act, a faculty employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of 60 days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.

14.1.2 Subject to approval of the Pension Corporation, the Employer will match the employee's contribution for three (3) years of additional pensionable service for employees who retire between the age of fifty-five (55) and sixty-five (65), and who have ten (10) years of service with the Employer and who are eligible under terms of the (College) Pension Plan. Employees who wish to apply for this benefit must submit notice of their intention to the College prior to December 1st of the year prior to the fiscal year the employee wishes to retire.

14.13 Early Retirement Incentive Plan

14.13.1 Where it is deemed possible by the Layoff Committee (6.4.9) to offset the impact of layoffs through the offering of early retirement incentives to an instructor, an incentive may be offered.

14.13.2 Eligibility

The College may offer to any employee the choice of an early retirement incentive provided the employee meets the following qualifications:

a. is age 55 or over, or has a minimum of twenty (20) continuous years of service, and

b. has a minimum of ten (10) years of pensionable service, and

c. is a regular employee at the time of early retirement, and

d. elects to cease employment with the College for purposes of retirement.

e. For the purposes of this article, pensionable service denotes all periods of employment during which an employee was eligible to contribute to the College Pension Plan.

14.13.3 Process

a. In an academic year in which the College intends to offer any early retirements, the College shall send a letter to all faculty employees who meet the criteria in 14.13.2 advising them of that fact in October of that year. Employees who are interested in a potential early retirement shall respond within thirty (30) days.

b. If early retirement incentives are offered, the order shall be:

i. to offset layoff

ii. to eligible faculty by seniority.

14.13.4 Agreement

An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

14.13.5 Early Retirement Incentive

The retirement incentive will be paid in one lump sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined installments acceptable to the employee and will be based on scale salary without allowances in the following amounts:

Full Years to Retirement:	Payout:
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

14.13.6 Protection of Medical Benefit Coverage

a. Early retiring employees in receipt of a College pension are advised that they may apply for basic medical and extended health benefit and dental coverage through the Pension Corporation when they file a claim for pension. The Pension Corporation makes appropriate deductions from the monthly pension for premiums. Retired employees in receipt of a pension are advised that they are not allowed to choose to join these plans at a later date.

b. Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical, extended health and dental benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five (5) years following retirement, provided that:

i. written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to the date of early retirement (election must be made at this time);

ii. the individual maintains B.C. residency, and;

iii. the participant pays all premium costs.

14.13.7 Financial Counselling

Each instructor who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. Three (3) hours of consultation is available and up to three hundred dollars ($300.00) for such consultation(s) shall be paid by the

Local 4 – Douglas CFA

6.07 (e) A post-probationary regular faculty member planning to retire in the following academic year may request, for the academic year preceding retirement, a part-time workload spread across three (3) semesters. Access to this provision will be limited to one (1) occasion per faculty member.

13.02 Retirement

a. Faculty members shall provide the College with a minimum of four (4) months' notice of their retirement. The notice shall be in writing and delivered to the appropriate Responsible Administrator, with a copy to Human Resources

b. A regular faculty member who retires loses all seniority as defined in this Agreement.

c. A regular faculty member who retires and who wishes to instruct as a contract faculty member must advise the College in writing. If a retired faculty member obtains employment as a contract faculty member, benefits will be made available to that faculty member in accordance with Article 16.09 until age seventy (70).

Letter of Understanding #1 - RETIREMENT INCENTIVES

1. Qualification/Criteria

a. The College may offer to a faculty member, or a faculty member may request of the College, a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following qualifications:

i. is age 55 or over;

ii. has a minimum of ten (10) years' FTE service as a faculty member at Douglas College;

iii. is a regular faculty member on continuing appointment at the time of early retirement;

iv. is on the maximum step of the salary scale;

v. resigns for purposes of retirement as a regular faculty member.

b. Where the number of eligible faculty members under (a) is greater than the number of retirement incentives available in a given year, the allocation of retirement incentives shall be decided based on the following criteria:

i. faculty members will be ranked according to age plus FTE service; and

ii. in the event that two (2) or more faculty members are ranked identically according to (i), the faculty members with greater FTE service will be given preference.

c. Notwithstanding any other provision in this Agreement, no regular full-time faculty member shall be identified under Article 13.03.b (Layoff of Regular Faculty With Four (4) Calendar Years (or more) as Regular Faculty) where it would be possible to avoid termination or reassignment by offering early retirement incentive to a faculty member described in paragraph (a), above, until and unless such offer(s) have been made and declined. The College may bypass selection criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

2. Agreement

a. A faculty member has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, a faculty member's date of retirement or commencement date of leave shall be effective on a date mutually agreed upon between the faculty member and the President.

b. A faculty member who wishes to be considered for an early retirement incentive must make the necessary application by January 1. This application will be considered a standing application for the period January 1 to December 31. If a faculty member's application has not been approved by December 31, then he/she shall submit a new application if he/she wishes to be considered for an early retirement incentive in a subsequent year. This paragraph does not apply to applications considered pursuant to Qualification/Criteria (c).

The Association shall receive a copy of all early retirement incentive offers presented to faculty members by the College.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon. Incentive will be based on agreed salary at retirement date.

3. Alternatives

a. Lump sum payment

The retirement allowance will be paid in one sum on the date of retirement, an agreed-upon deferred date, or in pre-determined instalments, acceptable to the faculty member, and will be based on scale salary without allowances in the following amounts:

Full years to Age 65	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 and greater	100% of annual salary

or

b. Monthly payment

The retirement allowance determined in alternative a. above, will be paid into a pre-designated Registered Retirement Savings Plan in the name of the retired faculty member to provide, at the discretion of the retired faculty member, a supplemental pension income prior to age 65. Payments into the Plan shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowances and shall continue until the full retirement allowance is paid. Payments into the Plan shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired faculty member dies prior to the full retirement allowance being paid into the Plan, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

4. Protection of Medical Benefit Coverage

a. An early retiring faculty member in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a Claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis.

Note: A pensioner who declines the Extended Health benefit coverage at retirement will not be eligible for coverage later unless he/she can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

b. An early retiring faculty member not immediately commencing receipt of a College pension may elect to continue his/her basic medical and extended health benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that

i. written notification of the intent to continue these benefits is provided to Human Resources six (6) weeks prior to date of early retirement;

ii. the individual maintains BC residency; and

iii. the participant prepays all premium Costs.

5. Financial Counselling

Each faculty member, if offered early retirement, is entitled to attend a Financial Planning Workshop and receive three (3) subsequent personal financial consultations to establish the most beneficial early retirement incentive package for that faculty member. These consultations will be conducted by a firm of qualified Financial Consultants selected by the

College and the fees for these sessions to a maximum of $90.00 per session will be borne by the College.

This Letter of Understanding shall be effective for the term of the current Agreement and is therefore subject to renewal by mutual consent.

Local 5 – Kwantlen FA

- Article 21 – Retirement
- Article 22 – ERIP, including being able to purchase benefits through the employer for up to 5 years.
- LOU 13 – Elimination of Mandatory Retirement
- Article 7.12 – part of the menu of Labour Adjustment strategies

ARTICLE 21 – RETIREMENT – Note – ceases to have force after Jan 1, 2008 – See LOU 13

(a) A faculty member shall retire from continuous full-time employment at the University College on August 31st, following the faculty member's 65th birthday.

(b) A retiring regular faculty member may, upon his request, be offered employment as a non-regular type 1 faculty member, subject to the following conditions:

(i) the retiree shall be automatically placed on the interview list for non-regular type 1 employment consideration by the Search Committee;

(ii) those non-regular type 1 appointments shall not exceed half-time;

(iii) the retiree must re-apply annually for non-regular type 1 employment.

ARTICLE 22 – EARLY RETIREMENT INCENTIVE

- Note: This was basically the same language as everyone else's CA, so I didn't replicate it.

LETTER OF UNDERSTANDING #13 - ELIMINATION OF MANDATORY RETIREMENT

The Parties agree to the following:

1. Article 21 of the collective agreement ceases to have force and effect as of January 1, 2008.

2. Article 22.06 – As of January 1, 2008 "Full Years to Retirement" shall read in the context to mean "Full Year to Age 65".

3. As of January 1, 2008 Health and Welfare benefit coverage, for eligible post age 65 faculty, will be in accordance with the schedule of benefits listed in the Plan and will be subject to the limitations specified in the Plan, including eligibility requirements.

a. Basic Medical Insurance as per Article 15.01 (a)

b. Extended Health Benefits as per Article 15.01 (b)

c. Group Life Insurance at 1 times the annual earning. Coverage will terminate on the employee's seventy-first birthday or upon retirement, whichever occurs earlier.

d. Accidental Death and Dismemberment Insurance at 1 times the annual earning. Coverage will terminate on the employee's seventy-first birthday or upon retirement, whichever occurs earlier.

e. Dental Benefits as per Article 15.03

f. Disability Benefits as per Article 15.06 (a)

The Parties agree that faculty who turned 65 on or after September 1, 2007 will be captured effective January 1, 2008 by the elimination of mandatory retirement

Local 6 – CORFA

- LOU 1 – ERIP – standard language
  and

9. Letter of Understanding re: Post Retirement (PR) Faculty

This letter of understanding will apply to College of the Rockies faculty who are re-employed after retirement. The parties agree to establish a new category of employee in the collective agreement to effect the re-employment of faculty after their normal retirement age. The following conditions describe that category of employment:

Definition

A PR Auxiliary is a person who has retired from the College as a member of the faculty bargaining unit and who is subsequently re-employed after retirement.

Duration of Employment

A PR Auxiliary is employed for up to one year. S/he may be employed for more than one year but each period of employment will initially not be longer than one year.

Workload

A PR Auxiliary may work up to 100% of a workload. If the workload is an instructional term assignment, the term of employment will include non-instructional duty days (front/during/end of term) amounting to fifteen percent (15%) of the instructional duty days.

Salary

A PR Auxiliary will be paid pro-rata based on their step placement prior to retirement. For example, a PR Auxiliary with an 80% workload will receive 80% of their annual salary pro-rated to the length of the teaching assignment (they would receive $32,000 for such a workload if their term of employment was 8 months and if their annual salary were $60,000). In addition to salary, a PR Auxiliary will receive 10% in lieu of vacation and benefits.

Health and Welfare Benefits

A PR Auxiliary is ineligible to participate in the College's health and welfare benefits plans.

Pension

While employed as a PR Auxiliary, an employee may contribute to or draw from the College Pension Plan per the rules and regulations of that Pension Plan.

Professional Development, Vacation and Sick Leave

A PR Auxiliary does not accrue nor can s/he use Professional Development days, Vacation or Sick Leave.

Right of First Refusal

Notwithstanding Article 6.4, a PR Auxiliary is not eligible to exercise right of first refusal.

Local 7 – UFVFSA

Article 34 – Retirement – standard ERIP

34.5 Phased Retirement

Type A or B employees who are at least 55 years of age and have at least 15 years of service who wish to reduce their workload up to 50% prior to full retirement may be able to do so by requesting, in writing, access to Article 25.5 (General Leave). Such requests are subject to approval by the employer who will, in consultation with the relevant managers, determine if the employee’s request can be accommodated without undue negative impacts to productivity within the employee’s work unit. The employer will provide a written response within two months to an employee’s request for access to Article 25.5 for the purposes of phased retirement. A copy of the employee’s initial request and the employer’s response will be provided to the FSA.

(a) Employees should submit their request at least six months prior to the proposed start date of their phased retirement. This written request must specify the period of the leave and provide a date when the employee’s retirement will commence.

(b) The retirement notice will be irrevocable.

(c) The reduction in work under the provision of unassisted leave could be from 20% to 50% over a period of up to two years.

(d) During the phased retirement period, the employer will pay benefits according to the provisions of ARTICLE 28

Local 8 – VIUFA

- Article 15.2. 1 to 15. 2 8 - Standard ERI language

15.2.9 A faculty member receiving an ERI may not teach more than one course per term or two courses per academic year after retiring.

(a) Subject to approval by the Appropriate Senior Administrator, faculty members who are offered early retirement incentives may choose to postpone their date of retirement for two (2) years by means of a one-time reduction of their workload. The combined payout of the early retirement incentive and salary for part-time work in each fiscal year shall not exceed the salary the faculty members would receive if they were working full time. Any unpaid balance will be paid out at the end of the two-year period. The full regular position shall be posted at the end of the two years, in accordance with Article 9.3.1.

(b) The portion of the workload of a temporary faculty member who is replacing the work of a regular faculty member in accordance with a) above, shall not be eligible to be counted for regularization purposes.

6.15.2 (d), (g), & (i) - Part of the Menu of Labour Adjustment strategies

LOU: Policies on Retirement, Appreciation, and Parking

1. Vancouver Island University agrees to develop policies based on the drafts discussed at collective bargaining that will include provisions on:

a) access to certain Vancouver Island University services for retired employees;

Local 9 – OCFA

30.1.2

Upon retirement, a continuing employee shall be entitled to a cash payment equal to his or her accumulated sick leave to a maximum of 60 days, as well as the normal vacation benefits due for that year. Any cash payment of vacation shall be limited to the balance of unused vacation to a maximum of 30 days (see 43.1.4).

Article 30.1 to 30.2.3 – Retirement and ERI (standard language)

30.3 Service Recognition on Retirement Allowance

An employee on a continuing appointment who is retiring and who has a minimum of five (5) completed full-time equivalent years of service with the College or its predecessors shall, subject to the Memorandum of Agreement titled “Service Recognition on Retirement”, receive a service recognition retirement allowance at the rate of five (5) working days for every year of completed full-time equivalent service with OC, prorated. Overload, summer session, extended semester and DE work shall not be included in the calculation of full-time equivalent service for the purposes of this clause.

The service recognition allowance shall not be payable to employees terminated for cause.

MOA #1 Provides details on where the savings come from to fund this, how the money is allocated, and that there will be an annual reconciliation of the costs and savings to and from this fund.

- Part of the menu of labour adjustment options

Local 10 – Selkirk CFA

9.8.1 Pension Buy Back

The College will match the employee’s contribution for three (3) years o9f additional pensionable service for work at Selkirk College by employees who retire between the age of 55 and 65, who have ten (10) years of service with the College and who are eligible under the Pension (College) plan

Employees who wish to apply for this benefit must submit their application to the College prior to December 1 of the year prior to the fiscal year the employee wished to retire.

Enrolment in the College Pension Plan shall be provided in the Common Agreement.

Rest of Article 9.8 – ERI language – except percentages are lower than other places:

Full Years to Retirement	Payout
1	15% of annual salary
2	30% of annual salary
3	45% of annual salary
4	60% of annual salary
5 or more	75% of annual salary

Local 11 – AWU

Article 6.7.6 An employee who has made no claim against the Sick Leave Plan in the three (3) year period previous to retirement, or early retirement, shall be entitled to a lump sum payment of two (2) months' salary upon retirement, or early retirement. For an employee who has a claim against the Plan, the lump sum payment shall be reduced by the number of days claimed by the employee during the three (3) year period but excluding days claimed in Article 6.7.5 above.

15.7 Seniority List for Early Retirement
The Employer shall maintain a seniority list for early retirees showing all the necessary information relevant to the application *of Article 16. An up-to-*date early retirement list shall be sent to the President of the Union on an annual basis.

Article 16 – Early Retirement Plan – standard ERI language

Local 12 – Camosun

Article 15.02 Accumulated Sick Leave
Pre-1988 Accumulation

(a) All Faculty Members on continuing appointment who were under age fifty-five (55) on March 31, 1988, will have their sick leave accumulation payout credits frozen at the March 31, 1988 level.

(b) The accumulated sick leave referred to in 15.02(a) shall be payable upon retirement, as defined in the Pension (College) Act. On retirement, the Employee may either:

(i) convert his/her accumulated sick leave to cash on the basis of fifty percent (50%) of one two hundred fiftieth (1/250) of his/her annual salary per day, to a maximum of two hundred fifty (250) days of accumulated sick leave; or
(ii) use the sick leave to retire early on the basis of fifty percent (50%) of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
(iii) a combination of (i) and (ii).

Where an Employee retires on less than full pension, the number of days which may be converted under (i), (ii) and (iii) above shall be actuarially reduced in the same proportion as is his/her Pension (College) Act benefits.

Post-1988 Accumulation
(d) Any sick leave accumulated after April 1, 1988 shall not be converted to payout on retirement.

18 Retirement

18.01 Early Retirement

A full-time Faculty Member, in order to facilitate gradual retirement, may, upon reaching the age of fifty-five (55), apply for status as a continuing part-time Employee, with the percentage of workload to be mutually acceptable to the Employer and the Employee, but not less than fifty percent (50%). Salary and benefits shall be prorated in accordance with the percentage of workload.

18.02 Early Retirement Incentive

In those Departments in which a reduction in staff is required, a Faculty Member may instead volunteer to take early retirement and shall be eligible for an early retirement incentive providing he/she meets the following conditions:

(a) is age fifty-five (55) years or over;
(b) has a minimum of ten (10) years of service;
(c) holds a continuing appointment at the College.

A Faculty Member who opts to take early retirement shall be paid a retirement incentive of ten percent (10%) of his/her annual salary times the number of years remaining until sixty-five (65) to a maximum of one (1) year's salary, in addition to other retirement benefits.

18.03 Post-Retirement Employment

(a) Following retirement from the College, a previous Employee may be appointed to a post-retirement position in his/her previous department. With the approval of the appropriate Vice-President, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the Employee. Appointments may be extended subject to mutual agreement between the College and the Employee.

(b) An Employee who has retired and is subsequently appointed to a post-retirement position may work up to a fifty percent (50%) work load. Should an Employee who has retired and who was in receipt of an early retirement incentive from the College be appointed to a post-retirement position prior to the period of time covered by the early retirement incentive, the Employee shall repay the portion of the early retirement incentive covering the period of time subsequent to assuming the post-retirement position.

(c) Retired faculty covered by this article shall have the same rights and benefits as continuing Faculty Members, except the right to revert to a full-time position under Article 1.04(b); the right of first refusal under Article 1.04(c); the right to a continuing position under Article 1.04(e); seniority under Article 1.07; and layoff provisions under Article 3.01(b); 3.02, 3.03, and 3.04(b).

(d) Retired faculty covered by this Article shall engage in instructional and organizational development activities approved by the College during their period of Scheduled Development. If the appropriate Dean agrees, the retired Faculty Member may engage in professional development during their Scheduled Development.

(e) An amount equal to the College's contribution to the College Pension Plan for the workload of the retired Employee subsequently appointed to a post-retirement position will be paid by the College to an Employee nominated RRSP. This contribution shall continue to the same age as pension contributions are required to be made by the College on behalf of Faculty Members not covered by this Article.

(f) If any provision of the Article conflicts with the terms of the College Pension Plan, then that provision will be deemed to be null and void and the parties will negotiate a provision to substitute for the provision rendered null and void which does not conflict with the College Pension Plan. All other provisions of this article will remain in full force and effect.

(g) Employees who moved to "Phased Retirement" prior to July 31, 2003 shall not be adversely affected by changes to the program.

Local 14 – Langara FA

- Article 10.5.1 – 6 months' notice to College before retiring
- Article 22 – Early Retirement Incentive – standard language

Local 15 – VCCFA

8.11 Retirement Preparation *suspended for 2014-19*

8.11.1 In order to allow an employee nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an employee shall be granted a leave or leaves of absence of between 3 and 12 consecutive months providing the following qualifications are met:

a) The employee has been a regular employee for a minimum of 5 years;
b) The employee is at least 50 years old;
c) The employee should be on the maximum salary step, or have 10 years of service; and
d) An appropriately qualified replacement employee, if required, is available.

The ultimate replacement employee shall be identified and, wherever possible, be at the minimum step of the salary schedule.

8.11.2 A maximum of 20 employees shall be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:

8.11.2.1 Employees shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.

8.11.2.2 Should the total number of leaves applied for under Article 8.11.1 exceed the maximum specified in Article 8.11.2, allocation of the 20 retirement preparation leaves shall be on the basis of seniority.

8.11.2.3 Should the maximum allowable number of leaves (20) not be reached through the process outlined above, further retirement preparation leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.

8.11.2.4 Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one year. Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.

8.11.3 <u>Retirement preparation leave shall be unpaid, but shall carry with it the following benefits:</u>

- Medical, Extended Health, Dental and Group Life benefits;
- Provided the employee elects to purchase the period of leave for pension purposes and is given permission to do so by the Pension Corporation, the College shall pay its share of pension contributions for the period of leave being purchased;
- A stipend of $1,000 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave; and
- Employees taking retirement preparation leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

8.11.4 Stipulations

8.11.4.1 An employee on unpaid retirement preparation leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on sick leave as per Article 7.6, (Sick Leave Credit Accrual), and Article 8.5, (Illness or Injury Not Covered by Workers' Compensation), and the retirement preparation leave shall immediately cease.

8.11.4.2 An employee who works elsewhere while on retirement preparation leave and has any of the insurance benefits listed in Article 8.11.3 provided at a rate of contributions equal to or superior to the College's contributions shall notify the College and take the benefits available elsewhere.

8.12 Renewal Leave *Limited to 5 FTE per year for 2014-19*

8.12.1 In order to provide employees with an opportunity for renewal, the College shall, with the approval of the appropriate Vice President, grant renewal leaves of between 6 and 12 months, provided the following conditions are met:

a) the employee is a permanent regular employee at commencement of leave granted hereunder;
b) the employee should be on the maximum of the salary step,

8.12.3 Renewal leave shall be unpaid, but shall carry with it the following benefits:

- A stipend of $1,200 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave.
- Medical, Extended Health, Dental and Group Life benefits.
- Employees taking renewal leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

Appendix 26 – Retirement and Succession issues

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the following:

• mechanisms for assisting existing faculty to transition into retirement, and for recruiting new faculty;

• succession planning and the creation of mentoring opportunities.

New: 5 FTE Retirement Incentives per year for 2016 to 2019

Local 16 - NICFA

- Only has language about mandatory enrolment in the College Pension plan
-

Local 17 – TRUOLFA

- Article 11.7 – mandatory enrolment in the plan
- Article 12.8 – 12.8 Retirement No Employee shall be required to retire due to age, provided the Employee is capable of carrying out his/her duties. 12
- Article 12.10 Standard ERI language
-

Local 19 – NVITEA

30.1 Retiree Benefits

Upon request, the Employer may provide retired employees access to computers and the library at no charge. If access is approved, retired employees will be issued a library and/or identity card.

Local 22 – ECUADFA

1.17 The Retirement Date for Faculty Members will normally occur on 31 July following their sixty-fifth birthday.

Article 33.03 – Early Retirement – standard language except for:

33.03.4.5 The University is not required to replace Faculty Members granted early retirement. All decisions to fill tenure track positions shall be made under the provisions of Article 10 – Hiring of Faculty.