

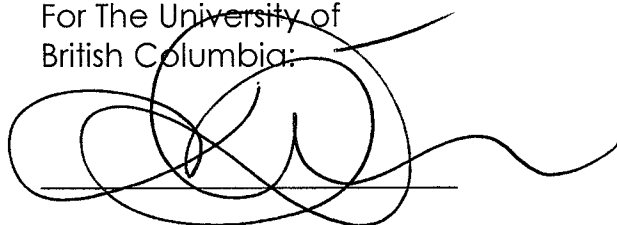
**MEMORANDUM OF SETTLEMENT
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA**

Re: Mandatory Retirement

On behalf of the Faculty Association and the University of British Columbia, the undersigned have agreed to the attached terms and conditions regarding mandatory retirement. The parties' committees have agreed to unanimously recommend it for ratification to their members/principals as outlined in the attached document.

Signed the 2nd day of May, 2007

For The University of
British Columbia:

A highly stylized, cursive handwritten signature in black ink, consisting of several overlapping loops and a long horizontal tail stroke.

For the UBC Faculty
Association:

A handwritten signature in black ink that reads "E. Hodgson" in a cursive style, with a long, sweeping tail stroke.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
THE FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH COLUMBIA**

Re: Mandatory Retirement

The University and the Faculty Association agree as follows:

1. General Provisions

This Agreement is intended to provide a comprehensive resolution to the matter of mandatory retirement for faculty members, librarians and program directors (the "members"), pending proclamation of the legislation by the Provincial Government. It provides for a moratorium on the application of University Policy 52 (Retirement of Faculty) for the lesser of two years commencing May 15, 2007, or to the end of the transition period of the enacted legislation.

For the duration of the moratorium, the Collective Agreement, including the component agreements, is amended only as specifically provided for by the terms of this Agreement.

When mandatory retirement is eliminated, it is understood that the provisions of this Agreement remain in place, with the only matter to be reviewed being the pilot on Phased-in, Part-time and Reduced-Scope Retirement Options (the "Retirement Options") as provided for below.

2. Statements of Principle

- 2.01 The normal retirement date at UBC is the June 30th or December 31st following the date upon which the member turns 65 (the "Normal Retirement Date").
- 2.02 A member may retire on or prior to their Normal Retirement Date in accordance with the provisions in 2.04.
- 2.03 A member who decides to work beyond their Normal Retirement Date is required to perform the full scope of their duties and responsibilities, except as provided for in the section on Retirement Options below.

2.04 Except as provided below, a member shall give notice of retirement well in advance, which will normally be twelve months and preferably eighteen months before their retirement.

3. Benefits

3.01 Benefit plan coverage will continue for members who work past their Normal Retirement Date until the member receives retirement benefits, either voluntarily or as required by law (i.e., currently, under the *Income Tax Act*, a member must begin taking their pension at age 69), except as provided for in paragraphs 3.04 and 3.06 below.

3.02 The following benefit plans available to members under the age of 65 remain in place for members who work past their Normal Retirement Date in accordance with the terms of the Plans:

- Extended Health Plan
- Dental Plan
- Optional Life Insurance for Members
- Medical Services Plan
- Employee and Family Assistance Plan
- Professional Development Reimbursement Fund
- Dependent Benefits Coverage Following Death of a Member.

3.03 The Faculty Pension Plan available to members under the age of 65 remains in place for members who work past their Normal Retirement Date in accordance with the terms of the Plan and applicable legislation.

3.04 The tuition fee benefit is not limited by age.

3.05 The following benefit plan available to members under the age of 65 is reduced for those who work past their Normal Retirement Date:

- Basic Group Life Insurance coverage is reduced to 1.0 x basic earnings.

3.06 The following benefit plans will not be available to members who work past their Normal Retirement Date:

- Optional Life Insurance coverage for spouses
- The Income Replacement Plan.

4. Sick Leave

- 4.01 There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in University Policy 62 (Leave Due to Illness of Members of Faculty).
- 4.02 Where a member who continues to work past their Normal Retirement Date is unable to perform their duties because of illness or injury and has exhausted their short-term sick leave entitlement, the member may take an unpaid leave of absence. Basic Group Life and Optional Life Insurance coverage, during the period of this unpaid leave of absence, may be maintained at the member's cost for up to 24 months (maintenance of this coverage is extendable only with the approval of the carrier) and subject to the terms of the plan.

5. Processes to Support Retirement

- 5.01 The Agreement on Reduced Appointments remains unchanged, except as modified by this Agreement.
- 5.02 The University will supplement current retirement counselling with:
- a) One-day sessions for members who are at least 60 years old, and their spouses, coordinated by the Pension Administration Office, featuring guest speakers on wills and estates, the Faculty Pension Plan, retirement options, and other related topics;
 - b) Customized 2-day retirement workshops for members who are at least 60 years old, and spouses, which provides a holistic approach with an external consultant; and
 - c) Individual counselling with a University-approved financial consultant, up to three hours per member.

6. Retirement Options: Phased-in Retirement Appointment, Part-time Appointment or Reduced-Scope Appointment

- 6.01 In addition to continuing to work full-time, requesting a reduced appointment in accordance with the *Agreement on Reduced Appointments* or giving notice of retirement in accordance with the provisions of paragraph 2.04, tenured or confirmed faculty, librarians, program directors and full-time 12-month lecturers who have reached the age of 60 and have 10 years of full-time continuous service may elect to participate in one of three

retirement options: (1) phased-in retirement; (2) part-time appointment; or (3) reduced-scope appointment.

- 6.02 The purpose of the Retirement Options is to balance the desire of members to continue to be productive in more flexible employment arrangements with the University's need for certainty in academic planning, all the while maintaining cost neutrality.
- 6.03 The Retirement Options will be implemented as a pilot project. The pilot will be for a period of two years, commencing May 15, 2007, and is renewable with the agreement of the parties. Beginning January, 2008, the parties agree to annually review the results of the pilot in light of its purpose and reach a resolution on any future options.
- 6.04 Members who participate in a Retirement Option are entitled to salary, benefits and pension in the same manner as provided for in the *Agreement on Reduced Appointments*, as modified by this Agreement, and are eligible, in accordance with provisions of the *Agreement on Salaries and Economic Benefits*, to be considered for Career Progress Increments (CPI), Merit Awards and Performance Salary Adjustment (PSA), as provided for in the *Agreement on Reduced Appointments*.
- 6.05 Where a member takes a Retirement Option, their eligibility for study leave is as follows:
- a) There will be no further accrual of service towards study leave eligibility once notice to enter into a Retirement Option has been given;
 - b) Where a member may be eligible for a study leave, it must be planned before entering into a Retirement Option and completed within the time of the option;
 - c) There must be the equivalent of at least one year of full-time service between the end of the study leave and retirement; and
 - d) Salary paid during the study leave will be as provided for in the *Agreement on Reduced Appointments*.
- 6.06 During the first pilot period of the Retirement Options, the following will apply:
- a) For members who would normally retire on June 30, 2007, a period of grace is allowed. A member must inform their Academic Head of Unit ("Head") no later than June 30, 2007

that they are considering one of the options provided for below. The irrevocable notice of one of the Retirement Options must be given by December 31, 2007, but, by mutual agreement of the member and the Head, may be waived, or extended by up to three (3) months to March 31, 2008.

- b) For members who would normally retire on December 31, 2007, a member must inform their Head no later than August 31, 2007 that they are considering one of the Retirement Options provided for below. The irrevocable notice of one of the options must be given by March 31, 2008, but, by mutual agreement of the member and the Head, may be waived.
- c) Members who elect a Retirement Option in subsequent years will give notice as provided below.
- d) These options are otherwise available to eligible members in accordance with the provisions.

6.07 Option 1: Phased-in Retirement

- a) A member may elect to take a phased-in retirement. The Phased-in Retirement Option is for a maximum of four years in total, at the election of the member (i.e. the notice period, plus the phased-in retirement).
- b) A member who elects to take the Phased-in Retirement Option must continue to perform the full scope of their duties, which will be reduced in percentage of time in each of three years.
- c) The member must give advance notice of their intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- d) Notice by a member to enter into this option constitutes irrevocable notice to retire.
- e) Salary during a Phased-in Retirement Appointment is commensurate with percentage of workload performed.
- f) During a Phased-in Retirement Appointment, the member's workload will decrease over three years to 75%, 50% and 33-1/3%. This can be modified by mutual agreement of the member and the Head, provided the minimum level of workload is 33-1/3%.
- g) Benefits provided during the Phased-In Retirement Appointment are as provided for in the *Agreement on Reduced Appointments*, except that where the load, by agreement, is between 33-1/3% and 50%, benefits shall be maintained as if the appointment were 50% or higher.

6.08 Option 2: Part-time Appointment

- a) A member may elect to take a part-time appointment. The Part-time Appointment Option is for a maximum of five years in total (i.e. the notice period, plus the part-time appointment).
- b) A member who elects to take the Part-time Appointment Option must continue to perform the full scope of their duties at 50% of full-time workload. Members may, in consultation with the Head, choose from a range of load-options, from full-time/partial-year to part-time/full-year. The Head will make a reasonable effort to accommodate the requests for load-options.
- c) A Part-time Appointment with a workload between 51% and 80% requires mutual agreement of the member and the Head.
- d) The member must give advance notice of their intention to elect this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by the member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a Part-time Appointment is four years. The retirement date can be shortened with at least six months' notice provided on either June 30th or December 31st but can only be extended by mutual agreement of the member and the Head.
- g) Salary during a Part-time Appointment is commensurate with percentage of workload performed.

6.09 Option 3: Reduced-Scope Appointment

- a) A member may request a reduced-scope appointment. The Reduced-Scope Appointment Option is for a maximum of five years in total (i.e. the notice period, plus the reduced scope appointment).
- b) A reduced-scope appointment provides for reduced-scope of duties (to either a part-time appointment, or remaining as a full-time appointment) where the member can request a reduction in their contribution in one area of their duties, and possibly increase it in others.
- c) Approval of a Reduced-Scope Appointment is at the sole discretion of the Dean of the Faculty (or equivalent), upon the recommendation of the Head.

- d) The member must give advance notice of their intention to request this option (the "notice period"). Eighteen months' notice is preferred, but a minimum of twelve months is required, which may be waived by mutual agreement of the member and the Head.
- e) Notice by the member to enter into this option constitutes irrevocable notice to retire.
- f) The maximum period for a Reduced-Scope Appointment is four years. The retirement date can be shortened with at least six months' notice provided on either December 31st or June 30th, but can only be extended by mutual agreement of the member and the Head.
- g) Salary during a Reduced-Scope Appointment is commensurate with percentage of workload performed.