

LOA #4 – RE: VOLUNTARY PHASED RETIREMENT PROGRAM

LETTER OF AGREEMENT (“LOA”)

Between

Queen’s University (the “University”)

And

Queen’s University Faculty Association (the “Association”)

Re: Voluntary Phased Retirement Program

Whereas, in the course of negotiating the Memorandum of Agreement With Respect to Pensions (Pension MOA) by which the parties agreed to the conversion of the Revised Pension Plan of Queen’s University(QPP) to the University Pension Plan Ontario (UPP) under section 80.4 of the *Pension Benefits Act*, the parties agreed, subject to a number of conditions set out in the Pension MOA, to enter into a letter of agreement setting out the terms of a mutual agreed upon voluntary phased retirement program;

Now therefore the Parties agree as follows, subject to the fulfilment of the condition that the Association continue to support the University’s application for the approval of the Chief Executive Officer of the Financial Services Regulatory Authority to the conversion and asset transfer from the QPP to the UPP, to adopt the Voluntary Phased Retirement Program (Program) as set out below:

Definitions

“**Group Benefits Plan**” means the extended health, dental, life insurance, and long-term disability plan available to the Participant under the Collective Agreement from time to time.

“**Participant**” means a Faculty Member, Librarian or Archivist who has been approved for participation in the Program in accordance with its terms;

“**Phased Retirement Period**” means the three year period during which the Participant will have reduced responsibilities and at the end of which the Participant commits to irrevocably retire from employment with the University.

Capitalized terms not defined in this LOA shall have the meaning given to such term in the Collective Agreement between the Parties.

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Effective Date

1. The Program is effective for Phased Retirement Periods commencing on and after July 1, 2021.

Eligibility

2. Participation in the Program is available to Faculty Members, Librarians, and Archivists, other than Continuing Adjunct Faculty, who:
 - (a) will have, as of their proposed Phased Retirement Period commencement date, at least ten years of continuous service with the University with an FTE appointment of at least 75% in each of the ten years;
 - (b) holds a Continuing Appointment with an FTE of 75% or more on the date of giving notice of their intention to participate in the Program; and
 - (c) will have attained the age of 62 on their proposed Phased Retirement Period commencement date, subject to the restrictions below.

Participation in the Program is available to Continuing Adjunct Faculty who:

- (a) will have, as of their proposed Phased Retirement Period commencement date, at least ten academic years of continuous service with the University with an FTE appointment of at least 50% in each of the ten years;
- (b) holds a Continuing Appointment with an FTE of 50% or more on the date of giving notice of their intention to participate in the Program; and
- (c) will have attained the age of 62 on their proposed Phased Retirement Period commencement date, subject to the restrictions below.

Restrictions:

Participation in the Program is available until three years before the latest pension commencement date required under the *Income Tax Regulations* governing registered pension plans.

A Faculty Member, Librarian or Archivist who is totally and permanently disabled on their proposed Phased Retirement Period commencement date is not eligible to participate in the Program.

3. Participation in the Program by a Faculty Member, Librarian or Archivist who meets the criteria in paragraph 2 and has not yet attained their Normal Retirement Date under the UPP at the time of their proposed Phased Retirement Period commencement date is subject to the approval of the Provost and Vice-Principal Academic on the recommendation of the relevant Dean or the University Librarian if the member is a Librarian or Archivist. If participation in the Program is not approved in one year, it cannot be denied in the following year if the same Faculty Member, Librarian or Archivist submits a notice of intention to participate.

Notice of Intention to Participate

4. Faculty Members, Librarians, or Archivists who wish to participate in the Program must give notice of their intention to participate in the Program by submitting the form required by the University (see Application Form on the Faculty Relations [website](#)) to their Dean (through the Department Head in a departmentalized faculty) or the University Librarian, as applicable, at least one year in advance of the proposed Phased Retirement Period commencement date. The notice of intention to participate in the Program must set out a detailed and clear plan for the Phased Retirement Period that specifies the Participant's proposed commitments during each year of the Phased Retirement Period. The Participant's plan for the Phased Retirement Period must be feasible based on departmental resources and compatible with the interests of the Unit or the service obligations of the Library/Archives. The notice must include application for any Academic Leave proposed to be taken during the Phased Retirement Period.
5. The deadline to give notice of intention to participate in the Program for a Phased Retirement Period commencing on July 1st of any year is the previous July 1st.

Acceptance

6. The applicable Dean or the University Librarian shall communicate acceptance or deferral of participation in the Program and acceptance of the Participant's plan for the Phased Retirement Period on behalf of the University to the Faculty Member, Librarian or Archivist. The applicable Dean or the University Librarian shall review and assess the proposed plan against the criteria in paragraph 4 of the Program.

Irrevocability

7. Once notice of intention to participate in the Program is accepted by the University pursuant to paragraph 6, participation in the Program and the Participant's decision to retire from employment with the University at the end of the Phased Retirement Period becomes irrevocable.

Phased Retirement Term

8. A Phased Retirement Period shall be three years in duration, commencing on July 1st and ending on June 30th.

Member Obligations During Phased Retirement Period

9. All Participants are required to continue the full range of their responsibilities (including, where applicable, teaching, research and service) during the Phased Retirement Period,

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as agreed with their Unit Head. Such contribution shall be proportionate to the Participant's percentage appointment.

10. All Participants shall retire from employment with the University on the last day of their Phased Retirement Period.
11. In addition to these requirements, the following minima, maxima and cumulative totals will apply to Participants with different appointment types:
 - (a) Eligible Tenured Faculty shall have a cumulative appointment over the 3 years that will be at least 150% and not more than 200% of an FTE. The minimum appointment in any one year must equal the percentage of an FTE required to enable the Participant to teach 0.5 FCE as well as carry out proportionate service and research according to the Participant's Unit Workload Standard.
 - (b) Eligible Librarians and Archivists shall have a cumulative appointment over the 3 years that will be at least 150% and not more than 200% of an FTE. The minimum appointment in any one year is 25% of an FTE.
 - (c) Eligible Continuing Adjuncts shall reduce their workload by 33-50% of their assigned FTE over the 3 years. The minimum appointment in any one year must equal the percentage of an FTE required to enable the Participant to teach 1.0 FCE as well as carry out proportionate teaching related service, and administrative service and research if applicable, according to the Participant's Unit Workload Standard and Letter of Appointment.

Salary, Pension, Group Benefits and Other Rights During Phased Retirement Period

12. The Participant's Actual Salary during the Phased Retirement Period shall be the Participant's Nominal Salary pro-rated to reflect the reduced responsibility of the Participant in each year. Salary increases for Participants will be calculated on the Nominal Salary. The Participant's Actual Salary will be increased in proportion to the increase in the Nominal Salary.
13. Except for any portion of the Phased Retirement Period during which a Participant is in receipt of a pension from the UPP, in each year of the Program:
 - (a) the Participant will earn pension benefits under the UPP based on the Participant's Regular Salary that would have been payable in the absence of participation in the Program;
 - (b) the Participant's contributions to the UPP will be based on Actual Salary received in each year of Phased Retirement Period; and
 - (c) The University's contributions to the UPP will be based on the Participant's Regular Salary that would have been payable in the absence of participation in the Program plus contributions on the difference between the Participant's Regular Salary and the Participant's Actual Salary received in each year of the Phased Retirement Period.

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Participant entitlements under this paragraph are subject to the *Income Tax Regulations* governing registered pension plans.

14. The Program is an employer program in effect prior to the UPP conversion date for the purposes of the UPP.
15. In the event the QPP remains in effect during all or any portion of a Phased Retirement Period, references to the UPP will be read as references to the QPP and Participant and University contributions to the QPP will be determined in the same manner as set out in paragraph 13.
16. Group Benefits participation shall continue in accordance with the Collective Agreement throughout the Phased Retirement Period based on the normal cost sharing arrangement with the following modifications:
 - (a) Salary for Group Life Insurance purposes shall be based on Actual Salary; and
 - (b) Salary for Long Term Disability Insurance (for those eligible and who have elected Long Term Disability coverage) shall be based on Actual Salary and Long Term Disability benefits shall be paid only until the earlier of the Participant's age 65 or the last day in the Phased Retirement Period.For greater certainty, Long Term Disability Insurance premiums shall cease to be deducted from the Participant's Salary at age 64.5.
17. Participants who commenced receipt of a pension from the UPP on or before the beginning of their Phased Retirement Period are eligible for phased reduction of responsibilities but are not eligible to accrue pensionable service under the UPP or to receive a Retirement Supplement (as defined below). Participants who commence receipt of a pension from the UPP during their Phased Retirement Period are eligible for phased reduction of responsibilities but are not eligible to accrue pensionable service under the UPP or to receive a Retirement Supplement in respect of the period following pension commencement.
18. Sick leave entitlements during a Phased Retirement Period shall be based on Actual Salary.
19. Participants are entitled to full reimbursement for professional expenses as set out in Article 33.6 of the Collective Agreement during the Phased Retirement Period.
20. Participants are entitled to the regular Child Care Benefit during the Phased Retirement Period.
21. Participants are entitled to participate in the Tuition Support Plan on a pro-rata basis during the Phased Retirement Period based on the Participant's percentage appointment for the applicable period.

22. Vacation entitlement for a Participant shall be on a pro-rata basis during the Phased Retirement Period based on the Participant's percentage appointment for the applicable period.

Phased Retirement Supplement

23. Except for Participants who commence receipt of a pension from the UPP before or during the Phased Retirement Period, a Participant shall be eligible to receive a phased retirement supplement payment equal to 75% of their Regular Salary in effect immediately prior to the Phased Retirement Period (the "Retirement Supplement").

The Retirement Supplement will be paid in one of the following forms based on the election made by the Participant in their notice of intention to participate in the Program, less the required statutory and other deductions:

- (a) three equal annual installments at the end of each completed year of the three-year Phased Retirement Period, as employment income;
- (b) single lump sum payment following the end of the Phased Retirement Period as a retiring allowance; or
- (c) two equal installment payments following the end of the Phased Retirement Period, as a retiring allowance.

Participants who, in accordance with the UPP, elect to commence a pension during the Phased Retirement Period are eligible to receive a Retirement Supplement payment calculated pro-rata to the Phased Retirement Period prior to their pension commencement date divided by 36 months.

Retirement Supplement payments will be subject to tax reporting and statutory deductions in accordance with Canada Revenue Agency policies.

24. A Participant who retires, resigns or dies prior to the end of the Phased Retirement Period, is eligible to receive a Retirement Supplement payment calculated pro-rata to the Phased Retirement Period prior to their cessation of employment divided by 36 months. In the event of a Participant's death, a pro-rated Retirement Supplement shall be paid to the Participant's estate. No Retirement Supplement is payable in the event of a Participant's dismissal for cause.

Academic Leaves during Phased Retirement Period

25. Participants continue to earn full credited service for Academic Leaves under 33.1.2.2, 33.1.2.3 and 33.1.2.6 during the Phased Retirement Period if the appointment in that year is at least 50% of a full-time appointment. In years when the appointment falls below 50% of a full-time appointment, no service will be credited toward Academic Leave entitlements.

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26. Earned Academic Leaves may be taken during the Phased Retirement Period if the Participant is otherwise eligible provided that taking of Academic Leaves must be in accordance with and as disclosed by the Participant's notice of intention to participate in the Program.
27. For Faculty Members, earned Academic Leave taken during the Phased Retirement Period replaces and counts as the Participant's teaching and service duties and obligations as applicable, for that period (i.e. a six month leave counts as a 50% appointment and a twelve month leave counts as a 100% appointment). For all Participants, Academic Leave taken during the Phased Retirement Period is considered in determining the cumulative appointment requirements of paragraph 11 of the Program.
28. Academic Leave deferrals will be managed in accordance with Article 33.1.7. In no case will the Academic Leave continue beyond the end of the three-year Phased Retirement Period.
29. Article 33.1.2.6(a)(ii) does not apply to the Phased Retirement Period.
30. All other aspects of the Academic Leave provisions in the Collective Agreement continue to apply to an Academic Leave during a Phased Retirement Period.

Application

31. This letter of agreement is part of the 2022-2025 Collective Agreement.

SIGNED THIS 24th DAY OF April, 2023

ORIGINAL SIGNED BY:

ORIGINAL SIGNED BY:

QUEEN'S UNIVERSITY
per Dan McKeown

QUEEN'S UNIVERSITY
FACULTY ASSOCIATION
per Leslie Jermyn