

## ARTICLE 10. RETIREMENT AND REDUCED APPOINTMENTS

### Reduced Appointments

- 10.1 A Member shall be eligible to apply for a reduced appointment if he/she holds a tenured or continuing appointment and is a member of the University Pension Plan or is currently a member of the University-approved Teacher's Retirement Allowances Fund.
- 10.2 The maximum reduction in duties from full-time service shall be fifty percent (50%).
- 10.3 Members who are eligible for reduced appointments may make application therefor at least six (6) months prior to the requested commencement date of the reduced appointment. Normally decisions on the granting of reduced appointments will be made at least four (4) months prior to the commencement of the reduced appointment.
- 10.4 An application for a reduced appointment shall be submitted through the department head and the dean/director to the President. The application shall be accompanied by the recommendations of the applicant's department head and dean/director. These accompanying recommendations shall specify the amount by which the appointment is to be reduced and the duties to be performed by the Member while on reduced appointment.
- 10.5 If the President so recommends, a reduced appointment may be granted by the Board of Governors. In developing his/her recommendation, the President will be guided by the reasons stated for the proposed reduction in duties, the academic and financial requirements of the department/faculty/school, and his/her assessment of the overall needs of the University.
- 10.6 A Member whose application for a reduced appointment is approved shall continue to be a member of the bargaining unit and shall be covered by this Agreement.
- 10.7 A Member whose application for a reduced appointment is approved shall have a "Base Salary Rate" computed as if the Member were continuing on full-time status. All relevant salary adjustments shall be applied to the Base Salary Rate. The "Actual Salary" to be paid the Member shall be pro-rated from the Base Salary Rate in direct relation to the approved reduction in duties for the reduced appointment.
- 10.8 A Member whose application for a reduced appointment is approved shall continue to participate in the University Pension Plan and other staff benefit plans provided for in s. 7.1.1. Except as provided in s. 10.9 below, both the Member's and the University's contributions shall be based on the Base Salary Rate and coverage for the University Pension Plan and the Life Insurance Plan shall be based on the Base Salary Rate of the eligible Member.
- 10.9 The contributions and coverage under the Long Term Disability Income Plan shall be based on the Member's Actual Salary.
- 10.10 For the purposes of computing credited service for the formula pension, a Member on a reduced appointment who is continuing contributions to the University Pension Plan based on his/her Base Salary Rate shall receive credit as if employed on a full-time basis. The provisions of this section are subject to limits prescribed by the Canada Revenue Agency, the *Income Tax Act* and the *Pension Benefits Act*.
- 10.11 A Member ~~maintaining contributions to~~ on a reduced appointment is covered by the sick leave provisions in accordance with Article 22 and disability benefits from the Long Term Disability

~~Income Plan referred to in Article 7. shall be covered under the University's Sick Leave and Long Term Disability salary continuation plans.~~ Sick leave and disability payments under the plans shall be on the basis of Actual Salary.

- 10.12 A Member whose application for a reduced appointment is approved shall have his/her vacation entitlement pro-rated on the basis of the reduced duties. Vacation pay shall be on the basis of Actual Salary.
- 10.13 A Member whose application for reduced appointment is approved shall continue his/her appointment status and shall be eligible for promotion, research/study leaves and other provisions of this Agreement. For the purpose of any assessment of performance, including those for salary increments, merit awards and promotion, a Member on reduced appointment shall be assessed on the basis of his/her actual duties.
- 10.14 Eligibility for applying for research/study leave shall be determined on the basis of calendar years of service as if the Member were working full-time. Payments to a Member on a research/study leave shall be reduced from the normal research/study leave salary by the same percentage as the Member's Actual Salary is reduced from his/her Base Salary Rate.
- 10.15 A Member whose application for a reduced appointment is approved shall receive a letter of appointment from the President which shall state:
- 10.15.1 the Member's current Base Salary Rate;
- 10.15.2 the percentage reduction in duties;
- 10.15.3 the Member's current Actual Salary on the effective date of the reduced appointment;
- 10.15.4 the effective date of the reduced appointment;
- 10.15.5 the revised duties of the Member; and
- 10.15.6 any other related conditions.
- 10.16 The duties of the Member on reduced appointment may involve any combination of the Member's former duties; for example, for a faculty member these duties may involve teaching only, research only, or an appropriate combination of teaching, research and service.
- 10.17 No reduced appointment shall take effect until and unless the appointee indicates in writing to the President his/her acceptance of the reduced appointment and all of its terms and conditions as specified in the letter of appointment.
- 10.18 A Member whose reduced appointment is approved may return to full-time duties within the first twenty-four (24) months following the effective starting date of the Member's first reduced appointment, provided that the Member gives six (6) months' notice in writing to the President of his/her intention to do so. Following this twenty-four (24) month period a Member on reduced appointment may not return to full-time duties or change the percentage reduction in duties unless approved by the Board of Governors on recommendation from the President.

## **10.19 Retirement and Reduction of Duties**

### **10.19.1 Retirement**

All academic appointments, other than post-retirement appointments, shall terminate automatically upon retirement. A Member shall give his/her dean/director and the Vice-President (Academic) and Provost at least six (6) months' written notice of his/her intention to retire. The University may give one (1) or more post-retirement appointments to a Member. No such term appointment shall be effective for a period exceeding one (1) year. Sections 19.C.5.2, 19.C.5.3, 19.C.5.6 and 19.C.5.7 of this Article shall not apply to post-retirement appointments.

### **10.19.2 Reduction of Duties**

10.19.2.1 A Member who has achieved his/her 69<sup>th</sup> birthday shall retire or continue in his/her position on a half-time appointment in accordance with the provisions of s. 10.19.2.

10.19.2.2 If a Member's 69<sup>th</sup> birthday falls in the period January 1 to June 30 of a given year, the Member shall, no later than July 1 of that year, notify his/her dean/director of his/her decision of whether to retire or continue on a half-time appointment. On July 1 of the following year, the Member's decision shall become effective. For example, if a Member turns 69 on March 1 of year 1, he/she must notify his dean/director no later than July 1 of year 1, and the Member must either retire or continue on a half-time appointment on July 1 of year 2.

10.19.2.3 If a Member's 69<sup>th</sup> birthday falls in the period July 1 to December 31 of a given year, the Member shall, no later than January 1 of the following year, notify his/her dean/director of his/her decision of whether to retire or continue on a half-time appointment. On January 1 of the next following year, the Member's decision shall become effective. For example, if a Member turns 69 on September 1 of year 1, the Member shall make his/her notification no later than January 1 of year 2, and the Member shall either retire or continue on a half-time appointment on January 1 of year 3.

10.19.2.4 As the University is notified by Members of their decision, the University shall promptly notify the Association.

10.19.2.5 Members who continue on half-time appointments shall enjoy the same benefits as other Members on reduced appointments as provided for in sections 10.6, 10.7, 10.12, 10.13 and 10.14. Section 10.8 shall also apply, excluding eligibility for the Long Term Disability Income Plan and contributions to the University of Manitoba Pension Plan. Sections 10.9 and 10.10 shall not apply. Section 10.11 shall also apply, excluding the reference to long-term disability.

10.19.2.6 Within a reasonable time before the half-time appointment begins, the dean/director shall consult with the Member, and assign an allotment of duties that is consistent with the provisions of this Agreement on the duties of faculty members, librarians or instructors, and which amounts to half of a full load.

10.19.2.7 Within twenty (20) working days after the end of each academic year, the University shall provide the Association with a report that confirms the total number of full-time equivalent positions that have been relinquished pursuant to s. 10.19.2 in the academic year that has just ended. For example, a faculty member who holds a 0.8 FTE appointment and continues as a 0.5 FTE appointment pursuant to s. 10.19.2 would add 0.3 FTE to that total number.

- ~~10.19.2.8~~ ~~The University shall replace FTEs relinquished under s. 10.19.2 no later than the beginning of the third year after the actual retirement or reduction of duties.~~
- 10.19.2.98 Nothing in s. 10.19.2 removes the right that a Member would otherwise have under this Agreement to retire outright, and the applicability of any notice period for retirement that is contained in s. 10.19.1 of this Agreement.
- 10.19.2.109 Section 10.19.2 of this Collective Agreement is a fully integrated whole, and notwithstanding s. 33.4, shall remain operative and in effect only so long as it is not changed in any respect without the consent of the parties.