

LETTER OF AGREEMENT

BETWEEN **Concordia University**

Hereinafter designated “the University”

AND **Le Syndicat des employé-e-s de soutien de l’Université Concordia (CSN) /
Concordia University Support Staff Union (CSN)**

hereinafter designated “the Union”

Subject: **Early Retirement Allowance – Clause 37.05**

WHEREAS employees were allowed by the University to apply for the Early Retirement Allowance several years in advance of their retirement year, whether or not they met the eligibility requirements of fifteen years of service and fifty-five years of age at the time of their application;

WHEREAS only nine (9) employees whose applications were accepted by the University met the eligibility requirements when they applied for the Early Retirement Allowance;

WHEREAS other employees who met the eligibility requirements were prevented from applying to the Early Retirement Allowance, since the list is considered filled until 2020 and partially filled in 2021;

WHEREAS the parties wish to address and correct this situation in a fair and equitable manner;

the parties agree to modify clause 37.05 of the collective agreement and to provide for an exceptional process in the collective agreement years 2013-2014, 2014-2015 and 2015-2016, as follows:

1. Clause 37.05 of the collective agreement is modified as follows:

37.05 Early Retirement with Retirement Allowance

In addition to the early retirement pension, a permanent employee who has completed fifteen (15) years of service and who is at least fifty-five (55) years of age may, subject to the provisions below, receive a retirement allowance calculated as a percentage of her/his annual base salary on the day preceding the effective date of retirement. The amount is determined as follows:

| AGE AT EARLY RETIREMENT | PERCENTAGE OF ANNUAL BASE SALARY |
|--------------------------------|---|
| 55 to 60 inclusive | 100% |
| 61 | 80% |
| 62 | 60% |
| 63 | 40% |
| 64 | 20% |

- a) Five (5) employees may benefit from the provisions of this clause per collective agreement year (CA year) which extends from June 1 to May 31. However, if less than five (5) employees benefit from this provision during a given CA year, the unused early retirement allowances shall be deferred to the following CA year for a maximum of ten (10) employees per CA year.
- b) Applications must be received by the Pension and Benefits Unit in Human Resources, between June 1st and November 30th inclusively, to be eligible to retire in the following CA year.
- c) In order to apply, a permanent employee must be at least fifty-five (55) years old and have completed a minimum of fifteen (15) years of service. However, applications from permanent employees who are at least fifty-four (54) years old and have completed a minimum of fourteen (14) years of service will be accepted, as long as the employee meets all the eligibility requirements on the date of the projected early retirement.
- d) Applications made in any CA year are valid only for retirement scheduled for the following CA year. If a request is declined by the University or withdrawn by the employee, it is incumbent upon the employee to reapply in any subsequent year.
- e) The early retirement allowances will be granted to the employees with the most seniority. If two employees have the same seniority, the eldest employee will be given priority.
- f) An employee who has submitted an application shall be notified in writing by the University if the application request is accepted or denied no later than December 15th. The notification shall also indicate where the employee's request ranks amongst applications received. A copy of the notification shall be sent to the Union at the same time.
- g) An employee whose request is accepted must confirm the date of retirement in writing no later than the following March 1st.
- h) If the employee withdraws the request or fails to confirm the date of retirement by the prescribed deadline, the next candidate in order of seniority shall be offered the Early Retirement Allowance. The offer shall be made in writing by the fifth working day following March 1st, with a copy sent to the Union at the same time. This employee must confirm the date of retirement in writing no later than April 30th.

- i) An employee who has confirmed the date of retirement shall retire on that date. However, if the employee experiences unforeseen life events between the confirmation and the actual retirement date (such as, but not limited to: illness or disability of the employee, death of her/his spouse, divorce or separation), the employee may rescind the decision to retire. In such a case, the provisions of paragraphs a) and d) apply, and the provisions of paragraph h) do not apply. The Union will be informed when an employee rescinds the decision to retire under such circumstances.
 - j) The University will provide the Union with the list of the names of employees who have confirmed their intention to retire, by June 1 of each CA year.
 - k) An employee benefiting from the severance pay provided in clause 12.03 shall not benefit from the retirement allowance provided in the present clause.
2. The provisions of the present Letter of Agreement shall come into effect on June 1st, 2012.
3. However, the parties agree on the following exceptional procedure to be followed in the CA years 2013-14, 2014-15 and 2015-16:
- a) The nine (9) permanent employees who, on the date they applied for Early Retirement Allowance, had completed 15 years of service and were 55 years old, have valid applications and are eligible for Early Retirement Allowances for the CA years 2013-14, 2014-15 and 2015-16 as per the provisions of the present section.
 - b) Any list of applications accepted prior to the signature of the present Letter of agreement is rescinded. However, all employees whose retirement had previously been confirmed by the University although they did not meet the eligibility requirements on the date of application, may reapply according to the eligibility rules set out in Section 1. of this letter of agreement.
 - c) Two (2) retirement allowances have not been used since the introduction of the Early Retirement Allowance provisions and therefore will be made available to employees in the following CA years: one (1) additional allowance in the CA year 2013-14, for a total of six (6) for that year and one (1) additional allowance in the CA year 2014-15, for a total of six (6) for that year.
 - d) For the CA year 2013-2014, three (3) Early Retirement Allowances will be reserved for the group of employees described in paragraph 3. a), by order of seniority, and three (3) Early Retirement allowances will be granted according to the procedure described in Section 1. above.
 - e) For the CA year 2014-2015, three (3) Early Retirement Allowances will be reserved for the employees remaining in the group of employees described in paragraph 3. a), by order of seniority, and three (3) Early Retirement allowances will be granted according to the procedure described in Section 1. above.

- f) For the CA year 2015-2016, three (3) Early Retirement Allowances will be reserved for the employees remaining in the group described in paragraph 3. a), and two (2) Early Retirement Allowances will be granted according to the procedure described in Section 1. above.
- g) The process by which employees in the group described in paragraph 3. a) will be scheduled for Early Retirement Allowances in the CA year 2013-14 is as follows:
- Pursuant to the signature of the present letter of agreement, the University shall communicate in writing with the nine (9) employees concerned to ascertain their intention to retire in the CA year 2013-2014;
 - Employees shall be required to reply in writing by September 1, 2012;
 - If more than three (3) employees indicate their intention to retire, the three (3) reserved allowances granted for the 2013-2014 CA year will be allocated by order of seniority amongst them and the University will confirm its acceptance of their request in writing by September 15, 2012, with a copy sent to the Union at the same time;
 - The employees whose request is declined will also be informed in writing, and a copy sent to the Union, by September 15, 2012.
- h) The same process will apply for the CA years 2014-2015 and 2015-2016, for the remaining group of employees described in paragraph 3 a) above, however the deadlines shall be modified as follows:
- the University shall communicate in writing with the remaining employees concerned by June 1st of the preceding CA year;
 - The employees shall reply by the following September 1st
 - The University shall confirm by the following September 15th
- i) An Employee in the group described in paragraph 3. a) whose requests is denied can choose to apply through the procedure provided for in Section 1. above before November 30th. However, the total number of Early Retirement Allowance available per CA years 2013-2014, 2014-2015, 2015-2016 remains as indicated in the table of paragraph k) below.
- j) If any employee in the group described in paragraph 3. a) does not retire with an Early Retirement Allowance in the CA years 2013-14, 2014-15 and 2015-16, a corresponding number of Early Retirement Allowances will be granted according to the procedure described in section 1. above.

- k) In summary, the Early Retirement Allowances available in the CA years 2013-2014, 2014-2015 and 2015-2016, are as follows:

| CA year | Reserved for the group described in paragraph 3.a) | Open to all other eligible employees | Total number of Early Retirement Allowances available |
|---------|--|--------------------------------------|---|
| 2013-14 | 3 | 3 | 6 |
| 2014-15 | 3 | 3 | 6 |
| 2015-16 | 3 | 2 | 5 |

- l) Any problems arising from the application of the letter of agreement will be referred to the labour relations committee for discussion.


IN WITNESS WHEREOF, the parties have signed in Montreal the 29th day of May 2012

For the University:


For the Union:



 Maurice René de Cotret
 Executive Director, Employee and Labour
 Relations



 Mae-Anne Burrige



 Andrée-Anne Bouchard
 Manager, Employee and Labour Relations
 Support staff and Trades



 Derek Page