

University of Lethbridge

Voluntary Retirement Programmes Working Group

**A Joint Initiative of the Board of Governors of the University of Lethbridge (“the Board”)
and the University of Lethbridge Faculty Association (“ULFA”), the “Parties”**

January 17, 2018



(I) Background

The Voluntary Retirement Programmes Working Group (VRPWG) stems from a Memorandum of Understanding (MOU) between the Parties dated March 14, 2016 (Appendix A herein), following an Article 22.03 meeting of February 11, 2016 regarding voluntary retirement. The Article 22.03 meeting resulted from concerns expressed by ULFA to the Provost as representative of the Board in response to a Voluntary Exit Programme (VEP) being offered by the Board to ULFA Members. This MOU tasked the VRPWG with the assignment of proposing principles on which any future Board Voluntary Retirement Programme (VRP hereafter) would be based.

The VRPWG met three times, in February, March and June, 2017. In the course of these meetings, the Board had proposed a further MOU to articulate the principles on which future VRPs might be based. While there was some common ground captured by the draft MOU, it could not be accepted by the ULFA VRPWG members. Often, MOU can contain clauses that are eventually rolled into the text of the Faculty Handbook. ULFA VRPWG members felt, however, that since the Board VRPWG members could not accept the principle of VRPs being subject to negotiation with ULFA, accepting any preliminary MOU concerning VRPs would be tantamount to agreeing to a contract before the terms of the contract were known. The ULFA representatives therefore preferred to confine the outcome of the VRPWG to this report, proposing principles (3)-(10) below as those on which any future Board VRPs will be based, with (1) and (2) below remaining as points of disagreement between the Parties.

(II) VRPWG Discussions

We use the term VRP to encompass any of a number of programmes known by different names, including Voluntary Retirement Incentive Programmes, Voluntary Exit Programmes and the like, characterised primarily by the goal of easing the path to employees' retirement, often under the terms of the Universities Academic Pension Plan (UAPP). VRPs may be formulated to apply to several employee groups at the University of Lethbridge (the "University"), but the scope of this VRPWG report is limited to ULFA Members.

The Faculty Handbook contains Article 16.07, Termination by Mutual Agreement, which can also serve the purpose of easing the path to retirement under the UAPP. A VRP, however, is not merely a "bulk version" of the application of Article 16.07. An application of Article 16.07 produces a round of negotiation between an ULFA Member and that Member's Dean/University Librarian, and is tailored to the particular needs of the Member and the academic unit. By contrast, a VRP has a qualitatively different character in that it is intended to be a fixed set of terms pre-established by the Board and offered to eligible academic staff. Thus, there is no Article 16.07-style, individual negotiation between the Members qualifying for a particular VRP and their Dean/University Librarian.

As a result of VRPWG discussions, ULFA and Board representatives identified the following relevant principles pertaining to VRPs, in the University's context:

- (1) The Board should have the right to set the terms of any VRP;

- (2) ULFA should have the right to negotiate the terms of any VRP with the Board;
- (3) The criteria for eligibility to access any VRP should be explicitly identified in the terms of the VRP;
- (4) Any Member who meets VRP eligibility criteria and applies to participate in the VRP should be approved, subject to (5) below;
- (5) In offering any VRP, the Board is committed to the continued, orderly delivery of all of the University's academic programmes, hence individual departures under any VRP will be designed to maintain such orderly delivery of all University academic programming;
- (6) Any VRP offered to ULFA Members should be clear and transparent, and posted in a forum accessible to all ULFA Members;
- (7) The Board will advise the Executive Committee of ULFA in advance of its offer to Members of the terms and conditions of any future VRP, in order that ULFA may advise its Members when called upon to do so;
- (8) ULFA should be able to provide advice to Members on any terms and conditions of the VRP;
- (9) ULFA is not in principle opposed to VRPs; and
- (10) A Member seeking variation in the terms of any VRP should use Faculty Handbook Article 16.07 to negotiate that variance.

It is apparent that some of these principles are in conflict, with items (1) and (2) being the most blatant conflict, though at least one other conflict is also apparent.

(III) Conflict between (1) and (2) above

The Board has employed the use of VRPs several times over the life of the University to respond to budget pressures or to spark a renewal of academic staff, and it is reasonable to expect that the Board in the future may yet again use VRPs. However, ULFA believes that, since the Post-Secondary Learning Act (PSLA), at present, empowers faculty associations as the sole collective bargaining agent for academic staff in universities, any employment term or condition or offer proposed to members of a bargaining unit in a university ought to be properly the subject of collective bargaining. This in fact happened at the University of Calgary between the University of Calgary Faculty Association (TUCFA) and the Board of Governors of the University of Calgary (UCB). Further, a Memorandum of Agreement exists between TUCFA and UCB that calls for collective bargaining of any VRP between those parties, subject to a ratification procedure.

Some other faculty associations across Canada and their corresponding boards of governors have

negotiated language in their collective agreements governing VRPs. A cursory examination of collective agreements in Canada indicates that the following post-secondary institutions have collective agreements containing VRP language:

- [i] Acadia (Article 38)
- [ii] Brandon (Article F.7.5)
- [iii] Laurentian (Appendix C)
- [iv] Lethbridge College (Article 18)
- [v] St. Mary's (Schedule E)
- [vi] Thompson Rivers University (Article 16.3)

This is only a quick scan of agreements, and it must be admitted that VRP provisions are minimal in some cases (especially the TRU entry). The existence of the VRP provisions in collective agreements, [i]-[vi], supports principle (2) to which ULFA adheres. The Board, however, notes that principle (2) is not in widespread use in Canada, hence the Board's adherence to principle (1) above. There was general agreement that there can be scope to negotiate language of this kind into a collective agreement, should parties desire to do so.

The Board representatives did suggest that committing to consultation with ULFA on the terms of any future VRP (without binding the Board to the outcome of such consultation) could be a way in which to address concerns that ULFA might have with any VRP.

Board representatives were curious about what ULFA would see as negotiated terms for a VRP agreement. ULFA representatives would want to ensure that any negotiated terms were fair to all Members who would be eligible for such a VRP. However, at this stage in discussions, there were no particular requirements put before the Board representatives. Past VRPs are available to both Parties to use as bases for comparison with any future VRP offerings. Also, language from other collective agreements could be used as a guide to such negotiations.

A related matter, unexplored in VRPWG discussions, concerned how workload in departments is affected by Members taking VRP offers, especially if in the wake of a Member taking a VRP when there is no replacement in the academic area where VRP retirement occurs. To some extent, this is a concern that arises at any time an academic staff member retires. Based on personal circumstances, a Member normally determines the time at which he/she retires and there is a reasonable expectation that a handful of people will retire each year. Academic units regularly manage the ebb and flow of Member retirement/departure and replacement. It is the case, however, that the incentive provided for in a VRP will usually mean that more Members than usual will retire (and in a fixed period of time) than what would otherwise happen, in the absence of the VRP. It is to this larger-than-expected exodus that ULFA speaks when identifying potential concerns for workload that play a role in any VRP planning.

(IV) Conflict between (4) and (5) above

One concern when a VRP is offered is that if too many people take it, programme delivery can become vulnerable. If particular Member(s) are the only ones who can teach certain courses that some current students require, provisions must be made to accommodate the needs of those students. Board representatives made it clear that for this reason, although an eligible and willing Member might want to take a VRP, the ongoing need to ensure continuity of programming might demand some flexibility in the timelines of some VRP retirement(s). ULFA representatives maintained that if a Member were eligible for a given VRP, he/she should be able to take advantage of that VRP. Discussion of this conflict between eligibility for a VRP and the need for programme continuity at the University led to the notion that no-one eligible for a given VRP would be denied it, but the timeline for an academic programme-critical Member's departure from the University might have to be varied to meet the academic programme continuity needs of the University and its students.

Even with these considerations, the Board representatives noted that no VRP offering is always without some measure of customisation, and that all such agreements are ultimately individualised, as is the case in Reduced Load Status agreements, when these are reached. ULFA's position is that the Board has a mechanism to engage in negotiations with individual Members through the provision of Article 16.07, but that a VRP has a qualitatively different character that should be transparent and fair for all.

(V) Points of General Agreement

The above differences aside, both ULFA and Board representatives agreed that ULFA should be made privy to the terms of any proposed VRP on a confidential basis prior to its offer to ULFA Members, so that ULFA can be prepared to provide advice to Members should questions arise. Board representatives did insist that such advance notification should be made to the ULFA Executive only, followed by dissemination of VRP details to the ULFA Members covered by the Faculty Handbook. In the latter case, the Board noted that such information would only be made available to Members on a password-restricted portion of a web site, not openly on a public web site.

Recognising that there is still a need to settle on an acceptable time frame for the departure of academic programme-critical Members, there was broad acceptance of the principle that a VRP should be granted to all eligible Members seeking to participate in the VRP. A flexible end date for departures built into any VRP (for special circumstances) would allow eligible Members in academic programmes that would be adversely affected by a rigid departure date to have a later, mutually acceptable end date. Up to a half-year's variance in the end date for departures was suggested as a possible way to meet the Board's need to adequately staff academic programmes affected by the departure of Members under any VRP. This understanding serves to reconcile principles (4) and (5) raised above.

Both ULFA and Board representatives agree that the terms and conditions of a VRP offering should be clear and transparent. With the provision of advance information to the ULFA Executive, questions to both the Board and ULFA from Members can be readily managed.

With this discussion in mind, the Board and ULFA were in general agreement with respect to principles (3) through (10) listed above. Points (1) and (2) remain unresolved in the form of a single accepted principle, and no agreement was reached on them by the VRPWG. Either Party may seek to resolve this remaining difference in future through other means.



Appendix A

LETTER OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
("ULFA")

Voluntary Retirement

As the outcome of an Article 22.03 meeting on February 11, 2016 regarding voluntary retirement and as a result of their combined efforts, the parties agree to the following:

1. The Board will provide a copy of the details of the 2016 Voluntary Exit Program to the ULFA Executive Committee on a confidential basis. This Program Framework is being provided to assist ULFA in giving informed assistance to Members. The Program Framework document and its contents are not for distribution beyond members of the ULFA Executive Committee.
2. The parties agree to have two representatives appointed by the Board and two representatives appointed by ULFA to form a working group tasked to propose the principles on which any future Board voluntary retirement programs will be based.

Board of Governors Representative
Dr. Andrew Hakin, Provost & Vice-President Academic

ULFA Representative
Dr. David Kaminski, President

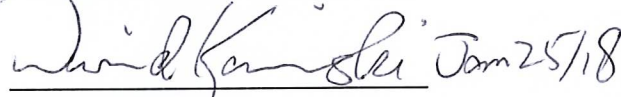
March 14, 2016
Date

Mar. 14, 2016
Date

Appendix B: Voluntary Retirement Programme Working Group


ULFA Representatives:

Dr. David Kaminski,
Associate Professor of Mathematics

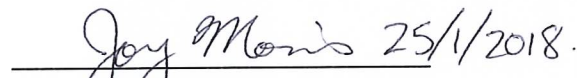

Signature, Date

Board Representatives:


Mr. Chandra Singh,
Chief Human Resources Officer


Signature, Date

Dr. Joy Morris,
Professor of Mathematics


Signature, Date

Dr. Christopher Nicol, University Librarian,
and Professor of Economics


Signature, Date