

## Regulations on Retirement of Academic Staff

*Approved:*

Senate

Executive Committee of the Board of Governors

October 25, 2017

November 1, 2017

Minute IIB4

Minute 2

*Full history appears at the end of this Policy.*

### SECTION 1 – PURPOSE, SCOPE, DEFINITIONS AND NOTICES

#### **Purpose**

- 1.1 These regulations set out the general terms and conditions relating to the retirement of academic staff.

#### **Scope**

- 1.2 These regulations apply to eligible full-time members of the ranked academic staff appointed in accordance with
- i. the ***Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff***, or
  - ii. the ***Regulations Relating to the Employment of Librarian Staff***, or
  - iii. the ***Regulations Relating to the Employment of Contract Academic Staff***.
- 1.3 Unless otherwise noted herein, these regulations do not apply to
- i. part-time ranked academic staff appointed in accordance with the ***Regulations Relating to the Employment of Contract Academic Staff***;
  - ii. unranked academic staff appointed in accordance with the ***Regulations Relating to the Employment of Contract Academic Staff***;
  - iii. academic staff appointed in accordance with the ***Regulations Relating to Visiting Academic Appointments***;
  - iv. Academic staff designated as Leave Replacements;
  - v. Retired Staff.
- 1.4 These regulations do not apply to academic staff governed by a collective agreement.

#### **Definitions**

- 1.5 For the purpose of these regulations, the following definitions shall apply:
- 1.5.1 “**Academic year**” means the period from the 1<sup>st</sup> of September to 31<sup>st</sup> of August next following.
- 1.5.2 “**Academic Plan**” means the assignment of academic duties and the performance expectations for each year of a **Phased Retirement Period of Employment**
- 1.5.3 “**Chair**” means chairs of departments, or directors of institutes, schools and centres, and deans of Faculties without departments.
- 1.5.4 “**Continuous Active Employment**” means the period of uninterrupted employment with McGill University as an academic staff member defined under these regulations. It includes periods of short term disability leave, maternity leave, parental leave and sabbatical leave, but excludes any other periods of leave without pay, any paid or unpaid periods of

secondment or periods of long term disability. **Active Employment** ends on the date of retirement, or at the earlier date of the termination of employment, resignation or death of the staff member.

- 1.5.5 “**Contributory Benefits**” means the employee benefits as offered from time to time to eligible academic staff, such as life insurance, health insurance, and dental insurance.
- 1.5.6 “**Early Retirement Date**” means the date of retirement after the age of 55 years but prior to the staff member’s **Normal Retirement Date**.
- 1.5.7 “**Normal Retirement Date**” means the last day of the month in which an individual reaches the age of 65 years, or as otherwise defined from time to time by the McGill University Pension Plan.
- 1.5.8 “**Pension Benefits**” means the benefits as provided from time to time to eligible academic staff under the McGill University Pension Plan.
- 1.5.9 “**Ranked Academic Staff**” means academic staff so identified under the **Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff**, the **Regulations Relating to the Employment of Librarian Staff** or the **Regulations Relating to the Employment of Contract Academic Staff**.
- 1.5.10 “**Retirement Date**” or “**Date of Retirement**” means the date the staff member’s retirement approved by the University.
- 1.5.11 “**Retired Staff**” or “**Retiree**” means a staff member who has retired from McGill University.
- 1.5.12 All references to Deans, Chairs and the Provost include their delegates.

### **Notices**

- 1.6 Unless otherwise indicated, all notices to be communicated under these regulations shall be communicated:
- i. electronically by means of the McGill email address; or
  - ii. by delivery to the office at the University; or
  - iii. by regular mail to the staff member’s address recorded with the University administration.

### **SECTION 2 – GENERAL PROVISIONS**

- 2.1 Subject to these regulations, and such other regulations and procedures of the University as adopted from time to time, an eligible staff member may terminate his or her employment with the University by retirement.
- 2.2 Upon written request from an eligible staff member, the University shall consider the staff member’s request for retirement.
- 2.3 The staff member shall give written notice to the Chair, with a copy to the Dean and Provost, of his/her intention to retire. A staff member appointed to more than one department or unit shall communicate the notice to each Chair and Dean. For the McGill Libraries, the School of Continuing Studies and faculties without departments, the staff member shall communicate the notice directly to the Dean (or Director), with a copy to the Provost.

- 2.4 The staff member shall include in the written notice, the staff member's date of birth and the intended date of retirement.
- 2.5 The staff member shall communicate the written notice at the earliest possible date before the beginning of the academic year in which the staff member intends to retire, but no later than six (6) calendar months before the intended date of retirement.
- 2.6 Conditions for retirement shall be approved at the discretion of the University, and communicated by letter of agreement from the Provost. Once approved, the staff member's **Date of Retirement** is irrevocable and the conditions for retirement shall occur without modification of any kind. The **Date of Retirement** may not be changed except by the earlier termination of employment, or by the resignation or death of the staff member. The decision is without appeal and is not subject to grievance.
- 2.7 A staff member's **Active Employment**, and all rights, obligations and privileges of employment shall terminate on the staff member's **Date of Retirement**, or on the earlier date of the staff member's termination of employment, resignation or death.

### ***Due diligence***

- 2.8 The staff member shall diligently pursue his/her request for retirement and shall cooperate with the University to ensure a smooth transition.
- 2.9 The staff member shall be responsible for obtaining information on retirement, in particular, the regulations, the programs and the procedures for retirement of academic staff. The staff member shall be responsible for contacting Human Resources (e.g. pension and benefits services), the Chair and Dean's office, and the relevant government offices.
- 2.10 At least six (6) weeks prior to the approved **Date of Retirement**, the staff member shall execute such necessary documents identified by the University and / or Human Resources for retirement and for the continuation and / or modification of employee privileges and benefits for retirees, as determined from time to time, by the University.

### **SECTION 3 – RETIREMENT INCENTIVE PROGRAM**

- 3.1 The University may, from time to time, conceive and announce a retirement incentive program.
- 3.2 All elements of the retirement incentive program shall be determined by the University at its discretion. These include, but shall not be limited to, the scope of the retirement incentive program, the terms of offer, the conditions for eligibility and approval, and, as applicable, the condition for payment of any retirement allowance.
- 3.3 When the University announces a retirement incentive program, the Provost shall make the details of the program known by written general notice in each year in which the program is in effect.
- 3.4 A retirement allowance shall be paid only as provided for, and in accordance with, a retirement incentive program.
- 3.5 All decisions in respect of a retirement incentive program, and its application to a group or to an individual staff member, are final and without appeal, and are not subject to grievance.

## SECTION 4 – RETIREMENT OPTIONS

4.1 Subject to the terms and conditions set out in these regulations, eligible staff may apply for retirement under one of the following retirement options:

**Option 1** : Early Retirement

**Option 2** : Phased Early Retirement

**Option 3** : Retirement at Normal Retirement Date

**Option 4** : Retirement after Normal Retirement Date

4.2 A staff member who has reached **Normal Retirement Date** and has not elected retirement under one of the other options is deemed to have elected **Retirement after Normal Retirement Date**.

### 4.3 Option 1: Early Retirement

4.3.1 Retirement prior to the **Normal Retirement Date** is **Early Retirement**. **Early Retirement** may occur no earlier than June 1 coinciding with or immediately following the staff member's 55<sup>th</sup> birthday, and no later than June 1 immediately preceding the staff member's 65<sup>th</sup> birthday.

4.3.2 An eligible full-time staff member may apply for **Early Retirement** provided that he/she has accumulated at least 15 years of full-time **Continuous Active Employment** with McGill University as a full-time member of the **Ranked Academic Staff** as defined under these regulations.

4.3.3 Requests for **Early Retirement** shall be individually decided by the University in accordance with the interests of the University, the Faculty, the academic unit and the staff member concerned.

#### *Procedure*

4.3.4 Upon written request from an eligible staff member, the University shall consider the staff member's request for **Early Retirement**.

4.3.5 The staff member shall give written notice to the Chair, with a copy to the Dean and Provost. A staff member appointed to more than one department or unit shall send the notice to each Chair and Dean.

4.3.6 In the written notice, the staff member shall indicate the selection of the **Early Retirement Option**, and shall include his/her date of birth and the intended early retirement date.

4.3.7 The staff member shall communicate the written notice at the earliest possible date before the beginning of the academic year in which the staff member intends to retire, but no later than six (6) calendar months before the intended **Early Retirement Date**.

4.3.8 Conditions for **Early Retirement** shall be granted at the discretion of the University. If approved, it shall be communicated by letter of agreement from the Provost that shall confirm the staff member's **Early Retirement Date** and such other conditions as may be deemed appropriate.

**4.3.9** A copy of the Provost's letter shall be sent to the staff member, the Dean(s) and Chair(s), and to Human Resources at least two (2) months prior to the staff member's **Early Retirement Date**.

**4.3.10** **Early Retirement** shall be subject to such other terms and conditions as set out from time to time for a member of the McGill University Pension Plan and such other applicable University regulations, and the law.

**4.3.11** Once approved, the staff member's **Early Retirement Date** is irrevocable and the conditions for retirement shall occur without modification of any kind. The **Early Retirement Date** may not be changed, except by earlier termination of employment, resignation or death of the staff member.

All decisions are without appeal and are not subject to grievance.

#### **4.4 Option 2: Phased Early Retirement**

**4.4.1** **Early Retirement** preceded by a **Phased Period of Employment** is **Phased Early Retirement**.

**4.4.2** An eligible full-time staff member may apply for **Phased Early Retirement** provided he/she has accumulated at least 15 years of full-time **Continuous Active Employment** with McGill University as a full-time member of the **Ranked Academic Staff** as defined under these regulations.

**4.4.3** A **Phased Period of Employment** is a period of employment with a reduced academic workload immediately preceding the staff member's **Retirement Date**.

**4.4.4** During the **Phased Period of Employment** the staff member's academic workload is reduced, or is gradually reduced, with a corresponding proportional reduction in salary, over a period not exceeding three (3) consecutive academic years, leading to an irrevocable **Early Retirement Date**.

**4.4.5** Requests for a **Phased Early Retirement** shall be individually decided by the University in accordance with the interests of the University, the Faculty, the academic unit and the staff member concerned.

**4.4.6** A staff member shall submit his/her completed application in writing to the Provost as early as possible, but no later than March 1<sup>st</sup> preceding the start of the academic year in which the **Phased Early Retirement** is to begin.

**4.4.7** In the written notice, the staff member shall indicate the selection of the **Phased Early Retirement Option**, and shall include his/her date of birth and the intended early retirement date.

The staff member shall also indicate the proposed workload reduction for each year of the **Phased Period of Employment**.

#### **Procedure**

**4.4.8** At least three (3) months prior to submitting an application for **Phased Early Retirement** to the Provost, the staff member shall meet with his/her Chair (s) to discuss the possible arrangement for workload reduction under a **Phased Early Retirement**.

- 4.4.9** The Chair(s) shall provide the staff member with the assignment of academic duties and the performance expectations (the "Academic Plan") for each year of the **Phased Period of Employment**. The Chair and the staff member shall indicate agreement with the Academic Plan and the Chair shall submit the Academic Plan to the Dean for consideration, along with the staff member's application for **Phased Early Retirement**.
- 4.4.10** The Dean(s) shall indicate approval of the Academic Plan(s) and support for the staff member's application for **Phased Early Retirement**, either
- i. as submitted by the staff member; or
  - ii. subject to such modifications or conditions as the Dean deems necessary.
- 4.4.11** Where the Dean has set out modifications or conditions for approval, the staff member shall indicate, in writing, whether he/she accepts the modifications or conditions and wishes the application for **Phased Early Retirement** to proceed.
- 4.4.12** With agreement of the staff member, the Dean shall submit the approved Academic Plan and the staff member's completed application for **Phased Early Retirement** for consideration by the Provost.
- 4.4.13** A staff member appointed to more than one department or unit shall meet with each Chair, shall prepare an Academic Plan for each appointment and shall obtain agreement from each Dean.
- 4.4.14** The Provost shall consider the staff member's application for **Phased Early Retirement** and shall communicate the University's decision within six (6) calendar weeks of receipt of the application.  
The Provost may
- i. accept the application, as submitted; or
  - ii. accept the application subject to some modification; or
  - iii. deny the application.
- 4.4.15** The Provost's decision shall be communicated in writing to the staff member, with a copy to the Chair(s) and Dean (s). The staff member shall have ten (10) calendar days to accept the terms of the **Phased Early Retirement** as set out by the Provost, or to withdraw the application. The Provost's decision is without appeal and is not subject to grievance.
- 4.4.16** Where the staff member withdraws the application following the Provost's decision, the staff member may submit a new application for consideration in a subsequent academic year.

### ***Approval***

- 4.4.17** Conditions for **Phased Early Retirement** shall be approved at the discretion of the University, and communicated by letter of agreement from the Provost. If approved, the letter shall confirm the **Early Retirement Date**, the conditions and the duration of **Phased Retirement Period of Employment**, and such other conditions as may be deemed appropriate.
- 4.4.18** A copy of the Provost's letter shall be sent to the staff member, the Dean(s) and Chair(s), and to Human Resources prior to the start of the staff member's **Phased Retirement Period of Employment**.
- 4.4.19** Once approved by the University, the conditions for **Phased Retirement Period of Appointment** shall occur without modification of any kind. The staff member's **Early Retirement Date** is irrevocable and may not be changed except by the earlier termination of employment, resignation or death of the staff member. All decisions are without appeal and are not subject to grievance.

**4.4.20 Phased Early Retirement** shall be subject to such other terms and conditions as set out from time to time for a member of the McGill Pension Plan, and such other applicable University regulations and the law.

#### ***Payment of Salary and Benefits***

**4.4.21** During the **Phased Period of Employment**, the staff member employee benefits shall be modified as follows:

- i. **Salary and salary adjustments:** The staff member shall receive a salary reduced proportional to the approved reduction in workload. Salary adjustments for cost of living and merit shall be awarded proportional to the reduced workload and paid to the staff member on the reduced salary.
- ii. **Pension contributions:** The staff member shall pay the employee's share of the pension plan contributions based on his/her reduced (prorated) salary. Subject to applicable income tax legislation, and such limitations as determined from time to time by the McGill Pension Plan or the law, McGill University shall pay the employer contributions based on the reduced (prorated) salary.
- iii. **Disability Coverage:** The staff member shall pay the Long Term Disability cost based on the reduced (prorated) salary.

A leave for health reasons shall not interrupt a **Phased Retirement Period of Employment**.

A staff member accepted onto Short-term Disability leave during a **Phased Period of Employment** shall receive disability benefits based on the reduced (pro-rated) salary. A staff member's reduced (pro-rated) salary shall be further adjusted in the event of the staff member's acceptance for Long-term Disability benefits during the **Phased Period of Employment**. Long-Term Disability leave shall not alter the conditions of the **Phased Early Retirement** and the staff member's approved **Date of Early Retirement** may not be changed, except by the earlier termination of employment, resignation or death of the staff member.

- iv. **Life Insurance:** The staff member and the University shall pay the premiums based on the reduced (prorated) salary for the Basic Life Insurance coverage. The staff member's Optional Life Insurance coverage shall be maintained with the staff member paying the premiums.
- v. **The Health and Dental Plans:** If continued, the cost of the premiums for these plans shall be shared in accordance with the University policies governing these plans.

#### ***Service***

**4.4.22** The **Phased Period of Employment** shall not count as service for sabbatical leave.

**4.4.23** Eligible staff returning from sabbatical leave, may not begin a **Phased Period of Employment** until one full academic year following their return to service.

**4.4.24** The **Phased Period of Employment** may not include periods of sabbatical leaves, leaves of absence without pay or secondments. Time permitted for consulting activities shall be prorated

#### **4.5 Option 3: Retirement at Normal Retirement Date**

**4.5.1** Retirement on the last day of the month in which an individual reaches the age of 65 years is **Retirement at Normal Retirement Date**.

**4.5.2** Upon written request from a full-time or part-time eligible staff member, the University shall consider the staff member's request for **Retirement at Normal Retirement Date**.

**4.5.3** The Provost shall consider the staff members' application and shall communicate the University's decision, and such conditions as may be applicable, in writing to the staff member, with a copy to the Chair and Dean. The Provost may approve the staff member's retirement for a date corresponding with the end of the academic term immediately following the staff member's **Normal Retirement Date**

**4.5.4** Once approved, the conditions of retirement shall occur without modification. The staff member's retirement at the **Normal Retirement Date** is irrevocable and may not be changed except by the earlier termination of employment, resignation or death of the staff member. All decisions are without appeal and are not subject to grievance.

**4.5.5** Retirement at the **Normal Retirement Date** shall be subject to such other the terms and conditions as set out, from time to time, for a member of the McGill Pension Plan, and to University regulations and the law.

**4.5.6** The staff member shall execute such necessary documents for the continuation of membership or contributions in such benefit plans, as determined from time to time by the University for staff members retiring at the **Normal Retirement Date**.

#### **4.6 Option 4: Retirement after Normal Retirement Date**

##### ***Continued Active Employment after Normal Retirement Date***

**4.6.1** A staff member who has not yet retired at the **Normal Retirement Date** will retain the rights, privileges, and obligations of employment, and will be subject to all University policies and regulations applicable to academic staff on Active Employment. The staff member shall maintain the standards of performance of academic duties required for the staff member's classification and rank.

**4.6.2** The staff member shall be responsible for contacting the Human Resources, in particular the benefits and pensions services, and relevant government offices to obtain information on the changes to the staff member's coverage, cost and contributions, and any tax implications in relation to employment after **Normal Retirement Date**.

**4.6.3** The University shall inform the staff member of changes of the coverage, cost or contribution for employee benefits plans applicable after **Normal Retirement Date**.

**4.6.4** The staff member shall execute such necessary documents for the continuation of membership or contributions in such benefit plans, as determined from time to time by the University for employees who continue working after **Normal Retirement Date**.

#### ***Retirement after Normal Retirement Date***

- 4.6.5** Upon written request from an eligible staff member, the University shall consider the staff member's request for **Retirement after Normal Retirement Date**.
- 4.6.6** The staff member shall give written notice to the Chair, with a copy to the Dean and Provost. A staff member appointed to more than one department or unit shall send the notice to each Chair and Dean.
- 4.6.7** The staff member shall communicate the written notice at the earliest possible date before the beginning of the academic year in which the staff member intends to retire. The staff member shall indicate the selection of the **Retirement after Normal Retirement Date**, and shall include his/her date of birth and the intended date of retirement.
- 4.6.8** Retirement from the University shall be confirmed by a letter signed by the Provost. A copy of the letter shall be sent to the Dean(s), the Chair(s), and to Human Resources.
- 4.6.9** Once approved, the conditions of retirement shall occur without modification. The staff member's **Retirement Date** may not be changed except by the earlier termination of employment, resignation or death of the staff member. All decisions are without appeal and are not subject to grievance.
- 4.6.10** **Retirement after Normal Retirement Date** shall be subject to such other terms and conditions as set out, from time to time, for a member of the McGill University Pension Plan and other applicable benefits plans, and to University regulations and the law.

#### ***Reduced Load Appointment Prior to Retirement***

- 4.6.11** A **Reduced Load Appointment** may be offered to, or requested by, an eligible full-time staff member for a period leading to the staff member's **Date of Retirement**.
- 4.6.12** The **Reduced Load Appointment** may be for a period of no more than three (3) academic years, ending on the staff member's **Date of Retirement**.
- 4.6.13** The staff member shall meet with his/her Chair(s) to discuss the possible arrangement for workload reduction under a **Reduced Load Appointment**.
- 4.6.14** The Chair(s) shall provide the staff member with the assignment of academic duties and the performance expectations (the "Academic Plan") for each year of the **Reduced Load Appointment**. The Chair and the staff member shall indicate agreement with the Academic Plan and the Chair shall submit the Academic Plan to the Dean for consideration.
- 4.6.15** The Dean(s) shall indicate approval of the Academic Plan and support for the staff member's application either
- iii. as submitted by the staff member; or
  - iv. subject to such modifications or conditions as the Dean deems necessary.
- 4.6.16** With agreement of the staff member, the Dean shall submit the approved Academic Plan and the staff member's completed application for **Retirement after Normal Retirement Date** with a **Reduced Load Appointment** for consideration by the Provost.

- 4.6.17** A staff member appointed to more than one department or unit shall meet with each Chair, shall prepare an Academic Plan for each appointment and shall obtain agreement from each Dean.
- 4.6.18** The Provost shall consider the staff member's application and shall communicate the University's decision within six (6) calendar weeks of receipt of the application.
- The Provost may
- a. accept the application, as submitted; or
  - b. accept the application subject to some modification; or
  - c. deny the application.
- 4.6.19** The Provost's decision shall be communicated in writing to the staff member, with a copy to the Chair(s) and Dean (s). The staff member shall have ten (10) calendar days to accept the terms as set out by the Provost, or to withdraw the application. The Provost's decision is without appeal and is not subject to grievance.
- 4.6.20** The staff member shall receive a salary reduced proportional to the approved reduction in workload. Salary adjustments for cost of living and merit shall be awarded proportional to the reduced workload and paid to the staff member on the reduced salary. The premiums for Contributory Benefits, where applicable, shall be paid proportional the staff member's reduced (pro-rated) salary.
- 4.6.21** The **Reduced Load Appointment** shall not count as service for sabbatical leave. Eligible staff returning from sabbatical leave, may not begin a **Reduced Load Appointment** until one full academic year following their return to service. The **Reduced Load Appointment** may not include periods of sabbatical leaves, leaves of absence without pay or secondments. Time permitted for consulting activities shall be pro-rated.
- 4.6.22** Approvals shall be at the discretion of the University, and communicated by letter of agreement from the Provost. If approved, the letter shall confirm the **Retirement Date**, the conditions and the duration of **Reduced Load Appointment**, and such other conditions as may be deemed appropriate.
- 4.6.23** A copy of the Provost's letter shall be sent to the staff member, the Dean(s) and Chair(s), and to Human Resources prior to the start of the staff member's **Reduced Load Appointment**.
- 4.6.24** Once approved by the University, the conditions for **Reduced Load Appointment** shall occur without modification of any kind. The staff member's **Retirement Date** may not be changed except by the earlier termination of employment, resignation or death of the staff member. All decisions are without appeal and are not subject to grievance.
- 4.6.25** **Retirement after Normal Retirement Date** shall be subject to such other terms and conditions as set out from time to time for a member of the McGill University Pension Plan, and such other employee benefits plans, applicable University regulations, and the law.

## SECTION 5: DESIGNATION UPON RETIREMENT

### 5.1 Retired Designation

- 5.1.2 Upon retirement, the designation "retired" shall be used, along with the rank the staff member held prior to retirement.

- 5.1.3 The staff member shall be permitted to retain, as part of the designation, the name of any named chair or professorship held prior to retirement.

## **5.2 Emeritus Designation**

- 5.2.1 The honorific "Emeritus/Emerita" designation shall be accorded to retired eligible full Professors and full Librarians who, prior to their retirement from the University:
- (i) have held the rank for a minimum of five (5) years at McGill University; and
  - (ii) are deemed to have satisfactorily maintained the standards for which they were appointed to that rank.
- 5.2.2 The designation shall be granted at the discretion of the University, on the recommendation of the Dean(s) following consultation with the Chair(s).
- 5.2.3 Notwithstanding section 1.3(i) of these Regulations, the designation may be exceptionally granted to a part-time ranked academic staff member appointed in accordance with the *Regulations Relating to the Employment of Contract Academic Staff* provided that the requirements set out in sections 5.2.1 and 5.2.2 of these Regulations are met.
- 5.2.4 The staff member shall be designated as Professor Emeritus/Emerita or Librarian Emeritus/Emerita and permitted to retain, as part of the designation, the name of any named chair or professorship held prior to retirement.

### **Confirmation**

- 5.2.5 The Emeritus designation shall be confirmed by letter from the Provost and evidenced by a Certificate. The Certificate shall include the form of the staff member's Emeritus designation and its effective date.
- 5.2.6 The letter and Certificate shall be issued no later than 90 calendar days following the staff member's Date of Retirement.
- 5.2.7 The designation may be withdrawn by the University in the event the Emeritus staff member is subsequently deemed to have failed to maintain the standards for which the status was granted, or for misconduct occurring prior to or after retirement.

## **SECTION 6: TRANSITION PROVISION**

These regulations do not apply to academic staff who concluded an agreement for retirement with the University before the Effective Date of implementation.

## Regulations on Retirement of Academic Staff

### *Legislative History:*

#### *Amended:*

Senate	October 25, 2017	Minute IIB4
Executive Committee of the Board of Governors	November 1, 2017	Minute 2

#### *Approved:*

Senate	May 15, 2013	Minute IIB7
Board of Governors	May 23, 2013	Minute 15.3

*(The current Regulations on Retirement of Academic Staff replaced the following Regulation)*

## Regulations Concerning the Retirement of Academic Staff and of Librarian Staff

### *Legislative History:*

Senate	May 12, 1976	Minute 132
Board of Governors	May 31, 1976	Minute 4758

Senate	March 9, 1994	Minute 120
Board of Governors	March 28, 1994	Minute 8114

#### *Amendments:*

Board of Governors	September 26, 1994	Minute 8164
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Senate	March 8, 1995	Minute 86
Board of Governors	March 27, 1995	Minute 8228

Senate	December 6, 2000	Minute 12
Board of Governors	January 29, 2001	Minute 7

Senate	March 21, 2001	Minute 11
Executive Committee	January 15, 2001	Minute 10

Senate	May 25, 2005	Minute 11
Executive Committee	June 20, 2005	Minute 6

Senate	May 15, 2013	Minute IIB7
Board of Governors	May 23, 2013	Minute 15.3