

40.8 The Carleton University Retirement Plan

- (a) The parties agree that the Carleton University Retirement Plan ~~in effect as of April 30th, 2009, except that if the Plan is amended to modify the Employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan.~~ **in effect as of April 30th, 2009**, shall continue for the term of this Agreement, **except that if the Plan is amended to modify the Employer's obligation to fund the minimum guarantee fund beyond actuarial requirements, that amendment will take effect as provided by the amended plan.**
- (b) The parties to the Agreement undertake to cooperate with any external group or body having a prima facie legitimate interest in the Plan or University Pension Plans in general, such as the Federal or Provincial Governments and their agencies, and Associations representative of University administration and/or faculties, with a view to improving the pension benefits of employees.
- (c) In respect of the foregoing, the Employer undertakes to provide information concerning the funding, liabilities, terms and conditions of operations of the Plan to any group or body of the nature of those indicated, as soon as such information is available. Such information shall be presented in such a way as not to violate the confidentiality of individuals.
- (d) The Employer shall make reasonable efforts to negotiate with other Canadian Universities with a view to entering into reciprocal pension agreements. The Employer agrees to report, at regular intervals, to the JCAA.
- (e) Nothing herein shall be construed so as to restrict the right of the Employer at its sole discretion, upon request from an employee, to reappoint the employee for such other period of time, or upon such other terms as the Employer may choose, in accordance with the provisions of the Retirement Plan.
- (f) The parties agree to take appropriate steps, jointly and individually, to provide information to eligible employees with particular emphasis on:
 - (i) the income tax implications and the potential net income effects of a reduced salary under Article 13.6.
 - (ii) the maintenance of benefits and pension contributions provided for under Articles 13.6 and 9.10.
 - (iii) the retirement planning benefit of exercising the option under Article 13.6.

- (g) **The Employer and CUASA hereby preserve all respective rights and arguments and positions in the event that the Union elects to challenge any future changes to the Plan Text, as may be recommended by the Carleton University Pension Committee from time to time but that CUASA considers adverse to its bargaining unit members' interests.**
- (h) **The parties agree to meet and discuss the Pension Plan at the Joint Pension Review Committee under the terms of reference recognized in the Letter of Understanding, dated XXXX.**
- (i) **Votes of the CUASA appointees on the Carleton University Pension Committee shall not be interpreted as an agreement of the parties for the purposes of this Article. The Employer agrees that service on the Carleton University Pension Committee remains subject to the relevant provisions of this collective agreement. All recommendations, votes and decisions of the Carleton University Pension Committee that may result in a change of the Plan Text shall be provided to CUASA.**
- (j) **Should the Carleton University Pension Committee recommend amendments to the Plan Text, the Employer shall provide CUASA a six (6) month written notice of the proposed amendment(s), with a draft text of the new Plan Text as amended, in writing, before the Joint Pension Review Committee and the Carleton University Pension Committee vote on the proposed amendment(s). The Employer shall not communicate directly with CUASA bargaining unit members on recommended changes after the written notice has been provided. All exchange of correspondence or requests for information required under this article shall remain subject to the provisions of Articles 23, 29. Any agreements reached at the Joint Pension Review Committee shall be committed to writing and a copy shall be provided to CUASA.**
- (k) **The Employer further agrees that the Board of Governors cannot make unilateral amendments to the Plan Text and no amendments to the Plan Text can be made by the Board of Governors that are not recommended by the Carleton University Pension Committee and unanimously agreed to by the Joint Pension Review Committee.**