Comments on the Historic Agreement to End Mandatory Retirement at the University of Toronto

by John Munro (Professor Emeritus of Economics)

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On 14 March 2005 (which just happened to be my 67th birthday), the administration of the University of Toronto and the University of Toronto Faculty Association (including members of RALUT on its bargaining team) reached an historic agreement to terminate mandatory retirement at the University of Toronto, for all those faculty and librarians whose 65th birthday takes place on or after 1 July 2005. That means that it will take effect only from 1 July 2006, so that those who 65th birthday occurs on or before this 30 June 2005 are indeed compelled to retire this academic year. This agreement has yet to be ratified by the Governing Council of the University of Toronto and by the Council of the University of Toronto Faculty Association (UTFA); but there is no reason to doubt that it will be ratified in full.

My involvement in this issue began (in earnest) when I took part in a conference sponsored by both UTFA and RALUT on 5 April 2003, whose theme was: *Redesigning Retirement*.[1] At that conference, I stated my firm belief that Ontario universities would never give up their power to impose mandatory retirement, unless compelled to do so by either provincial legislation[2] or by the Supreme Court of Canada. As is well known the Supreme Court of Canada had upheld the right of universities to impose mandatory retirement, even if in evident violation of section15 of the Charter (prohibiting age discrimination), in two

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[1] It was organized by Peter Russell, George Luste, Ken Rea, and some others, with a notable contribution from our own current president, Ralph Garber. The proceedings were published as: Peter Russell and Ken Rea, eds., *Redesigning Retirement: Proceedings of a Joint Forum Presented by the University of Toronto Faculty Association and the Retired Academics and Libarians at the University of Toronto: Innis Town Hall, Saturday 5 April 200*3 (Toronto: RALUT, 2003). Online version: <http://www.ralut.ca/proc.pdf>; and it also is posted on the UTFA website at: http://www.utfa.org/currentissues/1/Ralut-UTFA-Redesigning-Retirement.pdf

[2] If only to remove the current definition of age discrimination as applying only between the ages of 18 and 64, in the Ontario Human Rights Code: R.S.O. 1990, Chapter H.19, amended in 1993, 1994, 1995, 1997, 1999, 2001, and 2002. Section 9(a) is now section 10(1). See Government of Ontario, Public Statutes (English), Human Rights Code (R.S.O. 1990): <http://192.75.156.68/DBLaws/Statutes/English/90h19_e.htm>.

landmark cases: *McKinney vs. University of Guelph* (in 1990),[3] and *Dickason vs. University of Alberta* (in 1992).[4]

I then proposed a possible solution that the university might find acceptable: that any faculty member, before their date of mandatory retirement, could petition the university for renewable three -year contracts, with full-time employment, and that the university could not refuse such petitions accept on reasonable grounds: namely, evidence that the petitioner had ranked in the bottom third of teaching evaluations and/or had not produced publications or made academic contributions that would have justified a merit-award increase in salary. The university administration's spokesperson completely rejected such a solution, while upholding its right to impose mandatory retirement.[5] After my presentation, several RALUT colleagues criticized me for not proposing the obvious alternative: namely, the abolition of mandatory retirement. So did colleagues from Quebec, where mandatory retirement had abolished in December 1983.

Subsequently, annoyed at the University's still rigid attitude, I came to realize that my RALUT critics were perfectly correct. Certainly a major factor in convincing me to change my mind was a startling

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[3] *McKinney v. University of Guelph,* published in: *Reports of the Supreme Court of Canada,* 1990, vol. 3, pp. 229-449, File No.: 20747: officially cited as: [1990] 3 S.C.R 229, reproduced in two official web documents: <http://www.canlii.org/ca/cas/scc/1990/1990scc121.html>, and <http://www.lexum.umontreal.ca/csc-scc/en/pub/1990/vol3/html/1990scr3_0229.html>

[4] *Dickason v. University of Alberta* [1992] 2 S.C.R. 1103, whose text is reproduced in: http://www.lexum.umontreal.ca/csc-scc/en/pub/1992/vol2/html/1992scr2_1103.html (by Lexum, Université de Montréal).

[5] See the remarks of Prof. Angela Hildyard, Vice-President Human Resources', at the UTFA-RALUT conference of 5 April 2003, in Russell and Rea, *Redesigning Retirement*, pp. 14-15 : 'then finally one of the concerns that I have is equity and diversity. We do rely on retirement within all of our staff groups but particularly within the faculty as a way for us to start to increase the diversity of the faculty on this campus. The diversity of our students is huge. Our faculty diversity does not match our student population and we do rely on the[se] retirements to[o] in an attempt to bring more diverse faculty on this campus'. She also produced the traditional arguments in favour of mandatory retirement: that too many faculty become unproductive 'deadwood' at or before 65, that retaining senior faculty might require 'performance tests' that would lead to the end of tenure, that advancements in university education depend on continuous infusions of new blood, that office space is scarce, so that senior professors can not be accommodated after 65, etc., etc. Indeed the same arguments adduced in the two Supreme Court decisions, as in the two preceding notes.

event: that, on 29 May 2003, the Ontario Progressive Conservative government introduced a bill designed to eliminate contractual mandatory retirement – a bill that, of course, died when the Eves government was defeated in the ensuing election, though the victorious McGuinty government (Liberal) has promised to put forward similar legislation.[6] After my forced retirement on 30 June 2003, I joined RALUT, and agreed to serve on its Public Policy Committee, at the invitation of Professor Emeritus Meyer Brownstone. When we met in the Fall of 2003, he proposed, and we all agreed, that our first order of business was to investigate and then produce a report on the question of mandatory retirement. The report that I authored was heavily dependent for its purely economic arguments on a University of BC working-paper by Professor Jon Kesselmen, entitled 'Time to Retire Mandatory Retirement', subsequently published (in part) by the CD Howe Institute.[7] My report (which, I hope, contained additional valid arguments) was presented to, and accepted by, the Public Policy Committee of RALUT, on 22 January 2004.[8] After considerable revisions, many recommended by this Committee, it was presented to the Executive of RALUT, as: 'The Debate about Mandatory Retirement in Ontario Universities: Positive and Personal Choices about Retirement at 65'; and then, on 24 April 2004, it was also accepted by the membership at the RALUT Annual General Meeting.[9] Subsequently, a further revised version of that report was accepted for publication in a volume of essays, due to be published this June, with the same title, in: in C.T. (Terry) Gillin, David MacGregor, and Thomas R. Klassen, eds., *Ageism, Mandatory Retirement, and Human Rights in Canada* (Toronto: Canadian Association of University Teachers and Lorimer Press, 2005).

The concluding essay in this volume, an overview of all of the issues pertaining to mandatory

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[6] Bill 68: *An Act to Amend the Provisions of Certain Acts Respecting the Age of Retirement*, 4th Session, 37th Legislature, Province of Ontario, 52 Elizabeth II: 2003.

[7] It may be downloaded from: http://www.cdhowe.org/pdf/commentary_200.pdf

[8] It appears on the RALUT website, at http://www.ralut.ca/munro5.pdf; and it is also posted on the UTFA website, at: http://www.utfa.org/currentissues/1/pdf/Munro_ManRet04-12.pdf

[9] The proceedings appear on the RALUT website at: http://www.ralut.ca/agm_04.htm . (I am the one mistakenly referred to as 'John Monroe'.)

retirement, has been written by our own Peter Russell, esteemed Past President of RALUT, and currently one of the retirees' (and thus RALUT's) elected members on UTFA Council. Peter, and of course UTFA's current president, George Luste – both organizers of the April 2003 forum on retirement (see above) – were on the negotiating team that so successfully achieved this historic agreement to retire Mandatory Retirement. We all owe them a very great debt, along with our heartiest congratulations. Those of us involved in this issue in RALUT naturally wish to believe that our efforts have contributed to this surprisingly successful outcome, all the more remarkable in that it has preceded the legislation that the Liberal McGuinty government has promised to put forward, to abolish mandatory retirement – though under what conditions remains to be seen.[10] Consider as well, moreover, the irony that the interim President of the University of Toronto, the Honourable Franck Iaccobucci (aged 67), is the same Supreme Court justice who authored the 1992 *Dickason* case, which had upheld the right of Alberta universities (and others) to impose mandatory retirement at 65.[11]

Many people have now asked for my comments on this agreement, which I can summarize, with my answers, as follow:

Frequently Asked Questions about the University's Abolition of Mandatory Retirement

Question: Will my retirement be undone and will I be allowed to resume full-time salaried employment?

Answer: NO. My retirement is a *fait accompli*, and I have been receiving a university pension since July 2003. That cannot be undone and changed. I remain retired, because such changes simply cannot be made retroactive.

Question: Nevertheless, will the abolition of mandatory retirement in any way improve my current status?

Answer: Not so far as I can see. Possibly, when our department moves to a new building this Fall, I may get

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[10] On 8 September 2004, I made a public presentation, officially on behalf of RALUT, to the Public Hearings of the Ministry of Labour, on the proposed legislation to abolish mandatory retirement. Based on my RALUT report, this presentation has been published in the OCUFA Forum, Fall 2004: http://www.ocufa.on.ca/forum/fall2004.pdf.

[11] See n. 4 above. Many have observed that in both decisions, the average age of the Supreme Court justices, all of whom have the right to continue to 75, was over 65.

my own private office -- since I adamantly refuse to continue teaching without adequate private office space – and I have been teaching four semester courses a year, since my forced retirement in 2003.[12] In any event, the new office space was promised to me before there was any indication that the University would agree to the abolition of mandatory retirement.

Other retirees, however, will undoubtedly benefit from the agreement's clause no. 15, concerning *Senior Scholar/Retiree Centres*, one on each campus, whose realization may be years from now. Section (a) of this clause states that: 'The University will develop, in consultation with UTFA and RALUT, a Statement of Commitment to Retired Faculty Members and Librarians, for presentation for approval by Governing Council by no later than June 30, 2005. The statement will profile the important role that retired faculty can play in the life of the University and the ways in which the University may recognize and support these contributions'. The appointment of a Project Planning Committee for Senior Scholar/Retiree Centres is take place, for the St. George campus, no later than 30 September 2005. I am sure that – eventually, ultimately – many retirees will greatly benefit from such centres, if properly built and/or located: and especially those, of course, who do not currently have any office or study space at the University.[13] But personally, I prefer to have individual and enclosed office space with my own colleagues in Economics, in our own departmental building.

Question: Do I feel any bitterness at this result: that the abolition of mandatory retirement will not appreciably affect my current retired status? **Answer:** NO. I knew from the outset that any abolition of mandatory retirement could never be made retroactive. I undertook this campaign to abolish MR solely to eliminate a social and moral evil -- a clear violation of human rights, in terms of age discrimination -- and to

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[12] We are making temporary move to the Bahen Building (Centre for Technology), at 40 St. George Street, while the current building, at 150 St. George Street, undergoes extensive renovations, with a significant addition of new space. My current Dilbert-style cubicle will be destroyed in the process.

[13] It should be noted, however, that retired academics are entitled to apply for a carrel in the Robarts Library, and such requests are rarely refused.

spare younger colleagues this fate. That the University and UTFA have now agreed to abolish mandatory retirement is satisfaction enough. A major victory, indeed for all us engaged in this campaign!

There remain three further issues to be discussed, concerning the *Agreement Between the Governing Council of the University of Toronto and the University of Toronto Faculty Association on Retirement Matters*. [14]

I. **The first, involving no major questions, concerns those who choose to continue full-time after 65:**

(1) Those who choose (from 1 July 2006) to continue with full salaried employment after the Normal Retirement Date (NDR) of 65 are not permitted to draw their university of Toronto pension until either of the following comes into force: (a) they do retire, providing the university with one year's notice; or (b) they turn 69.

(2) For federal law now requires that everyone entitled to a pension income must begin drawing that pension income during and after the 69th year (and similarly to convert an RRSP into a RRIF – Registered Retirement Income Fund). Therefore, those who continue to be employed on a university salary after age 69 will be entitled to receive their full pension income as well. Sometimes this situation is referred to in a negative fashion as 'double dipping', a very unfair term because our pensions are actually deferred salary incomes; and we have paid for them in full! In the US, however, federal law prevents anyone from accepting a Defined Benefit pension while still employed (and that does not evidently apply to Defined Contribution schemes, which, after all, are owned and controlled by the employees).

(3) Those continuing with their full-time salaried employment after the NDR – which remains age 65, it must be stressed – are, however, fully entitled to receive their Canada Pension Plan incomes, from one month after their 65th birthday.[15] That also means that when one starts receiving CPP one also ceases making annual

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[14] The document is available on line, on the RALUT website, with a link to the UTFA website, at http://www.utfa.org/currentissues/1/Agreement-to-End-Mandatory-Retirement.pdf. For a more reader-friendly version: http://www.utfa.org/currentissues/1/tentagr031605.pdf

[15] The CPP requirement that one provide evidence of having ceased gainful employment applies only to those who seek an earlier pension, before age 65. Even so, nothing prevents such individuals from

contributions. That difference – in gaining the pension income and in ceasing the deduction – can make a very significant difference in net disposable income. Thus, those retiring after 40 years of pensionable service, with a pension about 80% of their final salary (mean of final three years) and thus no longer subject to deductions for CPP, U of T pension, disability, life-insurance, employment insurance, etc., may enjoy a net disposable income significantly higher than what they had received in their final year of salaried employment (i.e., up to 69). I myself found, with 35 years of pensionable service (plus a pension for my four years at the University of BC), that my net disposable, after-tax income in my first year of retirement was at least equal to my net disposable income in my last year of salaried employment.

(4) Such a calculation – one that I did not make before retirement – may be a factor in encouraging some to retire at 65, with a full pension (perhaps also with a conversion of their RRSPs into a RIF).

II. **The second and much more contentious issue concerns clause 10, on *Phased Retirement*:** a revised programme for phased retirement over three years, to be instituted from 1 July 2006 (i.e. from the time that mandatory retirement is effectively abolished). Its provisions, which need to be carefully scrutinized, are as follows:

(1) Over this three year period of phased retirement, the individual faculty member will contract to perform his/her regular academic duties (of full-time employment), ranging from 150% to 200% of those obligations: that is, an average per year from one-half to two-thirds. That means normal teaching duties (say, five semester courses), graduate supervision, committee and other administrative work. That may mean three semester courses one year and four the next, but with reduced administrative duties – obviously pro-rating these duties can be a most complicated task.

(2) Does this mean that a participant could perform his/her full-time academic years for two years and treat the third year as a sabbatical? NO: for the agreement also stipulates that it will be 'subject to a minimum

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resuming salaried or other paid employment.

percentage appointment in any one year equal to 25% of a full time appointment'.

(3) The salary for each year will be pro-rated according to the academic duties rendered: from an annual average of one half to two-thirds (but again with an annual minimum of 25%). The agreement does not, however, make clear whether or not the Participant is entitled to receive annual salary increases (if only merit increases, for Senior Faculty) on the same basis as those continuing with full-time employment.

(4) The faculty member's agreement will mean an irrevocable commitment to retire, at the latest, after the third and thus final year.

(5) Some have read this provision to mean as well an irrevocable commitment to perform and fulfill the three-year contract. That indeed may be the case, at least for all those who are not subsequently afflicted with some form of defined 'long-term disability'. Section 10(d) states that 'a participant who is eligible and qualifies for Long Term Disability Benefits during the phased retirement program may opt out of the program and retire instead of receiving Long Term Disability Benefits. Participants who are not eligible for long-term disability benefits but who meet the criteria for long term disability during the phased retirement program may opt out of the program and retire'.[16] Certainly the statement implies that one cannot initially bargain to have just a one or two-year 'phased in' retirement.

(6) The faculty member engaged in such phased-in retirement will not be allowed to draw his/her university pension, until retirement actually commences (i.e., after the third year of the agreement, at the latest), on the assumption that the Participant is 68 when the agreement for phased-in retirement terminates (65 + 3).

(7) The Participant continues to contribute to his/her University of Toronto Defined Benefit Pension Scheme, annually, based upon his/her pro-rated salary for the year (i.e., from 25% to 66.7%). Under our DB scheme, of course, the University, as employer does not contribute a fixed annual percentage of the employee's salary (as would be the case with a Defined Contribution scheme), but contributes only those funds deemed necessary to meet its actuarial obligations to pay the promised pensions (collectively, for all recipients). The

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[16] Section 10(e) contains the statement that: 'A participant who has opted out of the phased retirement programs under (d) above shall receive a pro-rated share of his or her Retiring Allowance'.

participant's pension will continue to be calculated on the basis of years of pensionable service times the mean of the best three years' of salary (normally the last three) times approximately two-percent.[17] Therefore, as explained above, for those now liberated from mandatory retirement, someone who chooses to retire after, say, 38 years of pensionable service (e.g., 35 years up to age 65, and then a further three years) can expect to receive a total pension – CPP plus the University' pension (including the Supplemental Retirement Allowance) – equal to about 76% of their final mean salary. As also noted above, they may be surprised to find how much net disposable income they will enjoy.

(8) The provisions for a *Retirement Allowance*, in the 'phased-in' retirement.

a) Worth reiterating is the statement's surprising failure to note that someone engaged in this phased-in retirement, from age 65, is fully entitled to receive CPP (and thus be exempt from the deductions). Even so, living on, say, two-thirds of one's normal gross income when one is 65 may seem to be insufficient; and therefore, as an enticement to engage in this programme, the University is offering an additional 'retiring allowance equal to 75% of the 100% nominal salary in effect immediately prior to the commencement of the phased retirement, less deductions required by law: i.e., the salary being paid in the month of June prior to this three-year 'phased-in' retirement'.

(b) How this is to be paid, and whether it will be subject to taxation at the full marginal rate remains to be seen, because the University has to request and receive permission from CCRA to implement this scheme. If the amount cannot be paid annually, in three instalments of 25% of the final nominal salary (before 'phased-in' retirement), it will be given in one lump sum at the end of the three-year contract – but that may mean in the form of a special RRSP contribution (or one to an RIF).[18]

(c) If this is given in annual instalments, that would mean a de facto salary – at the maximum amount allowed

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[17] That is, 2% of the pensionable salary over and above the pensionable amount up to the Canada Pension Plan maximum; but this also includes the Supplemental Retirement Allowance.

[18] Those who die before the end of the contract are still entitled to have this Retirement Allowance, or the balance owning, paid into his/her estate.

– of 91.67% (i.e., 66.67% + 25.0%, but slightly diminishing, if the Participant is entitled to annual salary increases). Some of us have taken sabbatical leaves, with a leave salary spread over two years at this very same amount, and have not suffered any appreciable loss in net income. Indeed those who are over 65 and engage in this 'phased-in' retirement will end up gaining significantly more, for the reason given above: i.e., that they will now be receiving CPP, while no longer being subject to deductions for CPP.

(9) The provisions concerning Group Benefits coverage, life insurance, long-term disability, etc. are not controversial; and those interested are invited to read the *Statement of Agreement on Retirement Matters.*[19]

III. Clause no. 12: for the *Class of 2005*

(1) It states that 'faculty and Librarian whose NDR is June 30, 2005 shall be eligible for participation in the phase retirement program, subject to Provostial approval, provided [that] they notify the University of their application by April 30, 2005'.

(2) That means, of course, that those making such an application have to receive approval from their departmental chair (or Institute head, etc.) and then their Dean to obtain such an approval from the Provost. As my own chair pointed, out the real problem is that the salaries for those subject to mandatory retirement on 1 July 2005 will be transferred from the departmental budget to the central administration, as has always been the case. Unless the administration then returns sufficient funds to finance this 'phased-in' retirement, over three years, for those approved, the department simply cannot afford to pay these costs. Perhaps a few departments may have enough 'soft money' at their disposal to do so, but not our department (Economics) – and we doubt that many departments or Institutes can afford to do.

(4) My chair's reading of the agreement is, furthermore, that those who will be subjected to mandatory retirement on 1 July 2005 are also subject to the historic fate that most of us retirees have suffered: namely the loss of their own office. That fate may well apply to even those who are given Provostial approval for

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[19] See n. 14 above.

this phased-in retirement.[20]

(3) Therefore, unless the central administration makes a definite commitment to finance a phased-in retirement scheme for this Class of 2005, and promises that these Participants will not lose their offices, then clause 2005 makes a mockery of the agreement (and should have been omitted, to avoid encouraging and then dashing the hopes of most of this class of 2005). Note again that the critical words 'subject to Provostial approval' promises absolutely nothing.

(4) Clause 12, however, also states that those who are refused this approval 'may request from their unit head, a one year contact for 20% of their June 30, 2005 salary (which will include duties in addition to course instruction),which shall not be unreasonably denied'. Questions:

a) how much 'course instruction' is required: a semester course (as one fifth of the 5-semester normal course load)?

b) and how much in the way of administrative duties and graduate supervision will they have to perform: how can one gauge these tasks in terms of 20% of one's normal, full time duties?

c) Are these 20% Participants entitled to draw their pensions from 1 July 2005? Presumably so, for, if not, then a 20% payment is absolutely absurd. One would be much better off to accept mandatory retirement, on a full pension, and then offer to teach a course on a stipendiary basis. But if they are allowed to draw a full pension during this transition year, under the provisions of this clause 12, then a 20% payment (based on the 30 June 2005 salary) is obviously much better than the current, standard stipend, of just over $5,000 per semester course.[21]

IV. The preamble to the *Agreement*, in stating that the provision for mandatory retirement in the

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[20] We all assume that those who escape mandatory retirement, after 1 July 2006, and continue with full time teaching will keep their own offices, until they actually do retire.

[21] My current stipend for teaching four semester courses is 15.3% of my final salary, for 2002-03. I do no administrative work, however, though I continue supervising three PhD theses, and have offered a 'free' graduate seminar this term, for four students.

Memorandum of Agreement 'was jointly negotiated and was seen as mutually beneficial' is at best a white lie. The historical facts are as follows (taken from my RALUT Public Policy Committee paper):

In 1955, President Sidney Smith raised the 'official' age of retirement to 68, in effect making it mandatory, while still permitting voluntary retirement with full benefits at 65. That mandatory retirement age remained unchanged for the next seventeen years, until 1972, 'when it was abruptly lowered to 65 .... without consultation with UTFA [University of Toronto Faculty Association]', as stated in UTFA's official history.[22] John Evans had became the new President on 1 July 1972; and the new Governing Council, marking a radical reorganization of university government, held its first meeting on 4 July.[23]

That unilateral action, by administrative fiat, took place five years before the faculty had finally achieved sufficient organizational cohesion and power to gain rights of collective bargaining, in 1977, through the Memorandum of Agreement. The administration finally and most reluctantly agreed to sign this document, only after the faculty had twice voted to consider union certification as the only effective alternative. The university administration was thus convinced that such certification would inevitably lead to faculty strikes or other serious disruptions to academic life. As William Nelson comments, in his history of UTFA, on the university's imposition of mandatory retirement, in 1972: a 'few years later the "frozen policies" clause in the Memorandum would have made such a unilateral change impossible' — i.e., the clause stipulating that university policies and traditions in force at the time that the Memorandum was signed could henceforth be changed only by mutual consent, through collective bargaining.[24]

Therefore, as far as the University of Toronto itself is concerned, the argument to justify contractual mandatory retirement at 65 on the basis of 'freely negotiated contracts' certainly does not apply. Consider

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[22] William Nelson, *The Search for Faculty Power: the History of the University of Toronto Faculty Association, 1942 - 1992* (Toronto, UTFA: 1993), pp. 155, 15, respectively..

[23] Martin Friedland, *University of Toronto: a History* (Toronto, 2002), pp. 543-54.

[24] Nelson, *Faculty Power*, p. 155. For the Memorandum of Agreement, see pp. 93-112; and for the *de facto* binding arbitration achieved in 1982, see pp. 113-34.

these two scenarios, the first a 'counter-factual'. Suppose that the University of Toronto had not (in 1972) imposed mandatory retirement at age 65, and subsequently, after the adoption of the Memorandum of Agreement, suppose that it had sought to do so. The Executive and bargaining committee of UTFA would have responded by pointing to the 'frozen policies' clause of the Memorandum and then would have stated that this was not an issue for negotiation. That is not idle speculation, because in 1985, under the leadership of and at the urging of then President Michael Finlayson, the UTFA Council endorsed the current resolutions of the Canadian Association of University Teachers (CAUT) condemning contractual mandatory retirement and it then passed 'a resolution opposing mandatory retirement and urging a flexible retirement policy on the administration'.[25] Those resolutions have been endorsed by many subsequent UTFA Annual General Meetings, most recently on 15 April 2004.

Consider the opposite scenario. Suppose that, some time after 1985, the UTFA Executive had sought to bargain with the university to abolish contractual mandatory retirement , in compliance with the Finlayson resolution and those of subsequent UTFA Annual General Meetings. The administration similarly would have pointed to the 'frozen policies' clause of the Memorandum of Agreement and retorted (as it has often done, in effect) that the issue was and is not one subject to negotiation.[26]

How times have changed! Now, of course, during the past year, the University has radically changed its stance – particularly from that enunciated by Angela Hildyard at the UTFA-RALUT Forum in April

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[25] Nelson, *Faculty Power*, p. 155. The current (revised November 2002) CAUT resolution states: that 'Mandatory retirement is discrimination on the basis of age, and may give rise to discrimination on the basis of sex or other grounds. Academic staff have a right to continue their employment beyond the standard retirement age under the same terms and conditions'. See the on-line document at: <http://www.caut.ca/english/about/policy/retirement.asp>

[26] The Memorandum of Agreement may be found as a document on the web site of UTFA (University of Toronto Faculty Association): <http://www.utfa.org/>. This agreement speciously suggests that, with permission of the chair and dean, a faculty member may continue with his/her employment until age 68 – though only on condition that the dean and chair find and provide the necessary funding, since the professor's salary is removed from the departmental budget on retirement. Needless to say, very, very few professors have been able to enjoy this privilege, chiefly those who bring research funds to the university.

2003.[27] Would the administration have done so, if not faced with imminent legislation from the Liberal Government of Dalton McGuinty? For, its spokesmen, especially MPP Kevin Flynn, parliamentary assistant to the Minister of Labour, have made clear that mandatory retirement is doomed to its well-deserved extinction. Would the university have agreed to this change, without the pressure that has steadily built up since that UTFA-RALUT forum and since the previous Eves government brought forth a bill to abolish contractual mandatory retirement?

But at least the University did concede two important economic costs that have been pointed out in the several papers that we (in RALUT-UTFA) have produced in arguing for the abolition of mandatory retirement: that we are losing many distinguished professors to jurisdictions (US and Quebec) that have already abolished CMR, and that, conversely, we cannot attract professors over 50 or so from these jurisdictions. Whether or not an academic actually will decide to retire at 65, all want the right to choose that date of retirement.

[27] See n. 5 above.