RULES GOVERNING RETIRING ALLOWANCES

FOR MEMBERS AND ASSOCIATE MEMBERS OF THE STAFF OF

THE ROCKEFELLER INSTITUTE FOR MEDICAL RESEARCH

RULE I. RETIREMENT OF MEMBERS AT SIXTY-FIVE. Any Member of the Institute who has been a Member or Associate Member for not less than fifteen years, and who has attained the age of sixty-five years, shall, upon retirement, receive an allowance equal to three-quarters of full pay.

RULE II. RETIREMENT OF MEMBERS AND ASSOCIATE MEMBERS AT SIXTY. Any Member or Associate Member who has been a Member or Associate Member for not less than fifteen years, and who has attained the age of sixty years, shall, upon retirement, receive an allowance equal to one-half of full pay, plus two per cent. of such full pay for each year of service in excess of fifteen years as a scientific worker (other than a holder of a grant); but the retiring allowance shall not exceed three-quarters of full pay.

RULE III. ALLOWANCES IN CASE OF DISABILITY. Any Member or Associate Member who has served the Institute for ten years as Member, Associate Member, Associate, or Assistant, and who has become unfitted for further service by reason of permanent mental or physical disability, shall be entitled to a retiring allowance computed by calculating the retiring allowance to which he would become entitled at the age of sixty (if he were to continue in service until that age at the salary paid him during the last year of his active service) and multiplying such hypothetical retiring allowance by a fraction representing the relation between his actual term of service and the hypothetical term of service at sixty.
RULE IV. ALLOWANCES FOR WIDOWS AND ORPHANS. The widow of a Member or Associate Member who was in receipt of a retiring allowance under these rules before his death and who married before his retirement or who, if in active service at the time of his death, was then eligible for a retiring allowance under Rule III, shall be entitled during her widowhood to half the retiring allowance which her husband was receiving or to which he would have been eligible under Rule III.

The Board of Scientific Directors may, with the approval of the Board of Trustees, pay to the children of any deceased Member or Associate Member, whose mother also has died, an allowance or allowances during minority, the aggregate of which shall not exceed the allowance to which their mother would have been entitled under the first paragraph of this rule.

RULE V. CONSTRUCTIVE NUMBER OF YEARS OF SERVICE. The Board of Scientific Directors, subject to the approval of the Trustees, shall have power to agree with anyone who is invited to enter the service of the Institute at an age beyond forty-five years that he shall for the purposes of these rules be credited with a number of years of service not exceeding five.

RULE VI. DEFINITIONS, RESTRICTIONS AND LIMITATIONS. The term "full pay" wherever used in these rules shall be construed to mean the salary received during the last year of full service.

Absences from service on leave may, with the approval of the Trustees, be counted as periods of service for the purpose of computing years of service under any pension rule.

From any retiring allowance provided by the foregoing rules may be deducted in the discretion of the Trustees any and all sums payable by the Institute in discharge of any liability incurred under any so-called employers' liability statute or arising out of any statutory or legal obligation not defined by express contract.

Neither the establishment of this system of retiring allowances nor any action taken by the Institute or any of its Governing Boards or officers in pursuance of these rules shall be held or construed to abridge the powers and authority of the Board of Scientific Directors as specified in Section 2 of Article 6 of the Rules of the Board of Scientific Directors.
All of the foregoing provisions are subject to the limitation that even though salaries may hereafter be increased no retiring allowance shall exceed the sum of Ten Thousand Dollars ($10,000) per annum.

It being the purpose of these rules to promote the comfort and well being of certain members of the scientific staff after their retirement, and to secure them in the continued enjoyment of the retiring allowances granted thereunder, it is hereby expressly provided, and all rights conferred by these rules are accordingly qualified, that retiring allowances are not assignable, neither shall they be subject to attachment or other legal process for the debts of the beneficiary.

The obligation to pay retiring allowances will be neither greater nor less than the obligation to pay salaries; so that, if misfortune shall compel a percentage reduction of salaries, retiring allowances may be reduced in the same proportion.

May 22, 1913.
Section VI. Determination of Service.

Any service rendered and in whose capacity shall be construed to be the service received during the year of the service.

Absence from service of less than one day shall be considered as periods of service for the purpose of computing years of service under any pension plan.

Any service rendered in the discretion of the Trustees and all claims for service rendered in accordance with any amount of service claimed shall be settled by mutual agreement.

Notice. The establishment of this system of retirement allowances is subject to the discretion of the Trustees and all claims for service rendered in accordance with any amount of service claimed shall be settled by agreement.
Apr. 27, 1923.

Dear Mr. Burton:

If I should decide to exercise my option by retiring from active work at the age of sixty-five, there are certain arrangements that I must make this summer in order to have a roof over my aged head when that time comes. Therefore I need the answer this spring to two questions.

1. May I count on a retiring allowance of three thousand dollars a year?

2. I have accumulated vacation credit of four months extra, on which the University has been drawing interest since 1910. May I take these four months of extra vacation from Oct. 1, 1924, to Jan. 31, 1925, and retire at that time, when I shall have reached the age of sixty-five?

Yours very truly,

Oliver Wendell Morrill

I should have stated above that I have consulted with my Latin colleagues on the matter, and this arrangement as to times will best suit, as they and I think, the convenience of the department.
Dear Mr. Button:

I am writing to express my concern regarding the change in the age of sixty-five for public service employees.

The current age limit of sixty-five is unreasonably low. I have worked for the university for five years and have dedicated my life to the service of the community. I believe that an employee should be allowed to continue working until the age of sixty-five, as it is not uncommon for individuals to continue working past this age.

I hope you will consider my request to extend the retirement age to sixty-five.

Sincerely,

[Signature]
May 1, 1923.

My dear President Burton:

I am returning herewith Mr. Merrill's letter of April 27th relative to the possibility of his retirement. It appears from his first sentence that the option to retire is a prerogative of a member of the faculty; on the other hand, the statutes provide that an individual "may retire or be retired by the Board of Trustees".

In answer to his first question, I would say that under the statutes Mr. Merrill's retiring allowance on October 1, 1924, will be at the rate of $2,100 per year instead of $3,000 as he appears to expect. His appointment dated from October 1, 1908, and on October 1, 1924, he will have completed sixteen years of service. Under the statutes he is entitled to forty per cent of the average salary for the last five years (in this case $5,000) previous to retirement, on the completion of fifteen years' service, at age 65, and two per cent for each additional year up to a maximum of sixty per cent. At the end of sixteen years, the percentage would be forty-two per cent of $5,000, or $2,100. I should say that it is quite possible to pay Mr. Merrill his accumulated extra vacation credit, and allow him to retire as of January 1, 1925.

Yours very truly,

President E. D. Burton,
Faculty Exchange.
The Great Western Railroad

May 1, 1939

To the Board of Directors:

I am writing to request information on the possibility of the Railroad discontinuing its service on the line you mentioned.

I have heard that the financial status of the Railroad is not as healthy as it was in the past. I am concerned about the future of the line and would like to know if there are any plans to discontinue it.

Your prompt attention to this matter would be greatly appreciated.

Yours very truly,

[Signature]

President

Record Office
May 3, 1923.

My dear Mr. Carlson:

At your convenience would you kindly let me know how matters stand with reference to Mr. Lingle? It is possible that the University might consider raising his retiring allowance to $2700 if he were disposed to accept that now rather than $2400 at a later time. I do not suggest your making the proposal to him because it has not been authorized, but I am putting it into your hands as a factor that might enter into the situation.

Very truly yours,

Mr. A. J. Carlson,
The University of Chicago.
May 3, 1939

Mr. Great Western:

I am grateful for your kind response. I know how much awe you must feel at the University's request. It is impossible to express in words what this means to me. I hope to be able to fulfill the responsibilities that have been placed upon me. I will do my best to merit the confidence that has been placed in me. I am confident that I will be able to do so.

Very truly yours,

[Signature]

Mr. J. T. O'Brien
The University of Chicago
I judge therefore that your retiring allowance would be 421/2% of $5000 or $2125.

May 3, 1923.

In reference to your second inquiry I judge that it is entirely possible to take your four months of extra vacation in the last quarter of 1924 and cease active service with reference to your retirement as follows:

I beg leave to reply to yours of April 27th.

vice October 1, 1924, retiring as of January 1, 1925.

The statute of the University on this matter reads as follows: Any person in the service of the University and 65 years of age who has been for a period of 15 years in a rank not lower than Assistant Professor of the University of Chicago, and member of the teaching staff of the Graduate Schools of Arts Literature and Science may retire from active service, or be retired by the Board of Trustees, on an annual allowance to be paid as follows:

a) For fifteen years of service, 40% of the average annual salary received during the five years immediately preceding the time of retirement.

b) For each year of service beyond 15 years, 2% of the said average annual salary.

If I am correctly informed you entered the service of the University October 1, 1908, and on January 1, 1925 you will have completed 16½ years of service. Under the statute as above quoted you will, therefore, be entitled at that time to an annual allowance of 421/2% of the average salary received by you for the last 5 years. I am informed by the Auditor that the latter amount is in your case $5000.
MY DEAR MRS. KERRILL:

I AM PLEASED TO HAVE THE OPPORTUNITY TO JOIN THE UNIVERSITY FAMILY AS A MEMBER OF THE STAFF OF THE UNIVERSITY AND TO BE A PART OF ITS FUTURE.

I RECOGNIZE THE IMPORTANCE OF THE UNIVERSITY'S ROLE IN THE SERVICE OF THE COMMUNITY AND AM DEDICATED TO CONTRIBUTING TO ITS GROWTH AND SUCCESS.

I AM AFFIRMED IN MY BELIEF THAT THE UNIVERSITY'S MISSION IS VITAL TO THE FUTURE OF THE COMMUNITY AND THAT I CAN PLAY A SIGNIFICANT ROLE IN SUPPORT OF THIS MISSION.

I LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH YOU AND ALL OTHER MEMBERS OF THE STAFF.

Sincerely,

[Signature]

[Date]

[Address]
I judge therefore that your retiring allowance would be $5000 or $2125.

In reference to your second inquiry I judge that it is entirely possible to take your four months of extra vacation in the last quarter of 1924 and cease active service October 1, 1924, retiring as of January 1, 1925.

Very truly yours,

Mr. E. T. Merrill,
The University of Chicago.
I judge perfectly that your retiring allowance may be
$250 at the 5000 or 5500.

In reference to your request for a raise of your normal pension, I judge that
it is entirely possible to take your normal pension of extra
attachment in the total amount of 1949 and 1950 as well.

Very truly yours,

[Signature]

[Name]

[Title]

[Department]
May 11, 1923.

As this seemed sufficiently explicit, I need not, but in my letter of acceptance written to the Board of Trustees under date of April 27, 1908, I took care to inform it of the change I find that I have all the essential documents concerned, and you may of course see them, if you so desire.

The main part of the correspondence concerning the offer to me of a place here was conducted by Mr. Hale with, as he took care to inform me at the first of it, the express authorization of President Judson. He told me that part of the proffer was that I should be entitled to a retiring allowance at least as good as that of the Carnegie Foundation. Later on I wrote him at his own ultimate suggestion a letter putting the matter specifically, so that there could be not the least possible misunderstanding about the proffer. This letter he was to show to the President for his express answer. He did so, and sent me the President's answer. I append the text of my letter and of the answer of the President through Mr. Hale.

TO MR. HALE, April 9, 1908.

"I am not perfectly certain that I understand correctly one matter in your letter of Apr. 6, the receipt of which I have already acknowledged. Will you kindly solve officially my perhaps unnecessary doubt?

If I come to Chicago, I may count upon the same terms of pension in all respects (including the pension to my widow) as those at present established by the Trustees of the Carnegie Foundation for its beneficiaries.

Is that understanding correct? Pardon me for asking the question, but I needed to be sure, as the point is one of great importance in my consideration...."

FROM MR. HALE, Apr. 13, 1908.

"The President authorizes me to say, for him, that you may count upon the same terms of pension in all respects (including the pension to your wife, if she should survive you) as those established by the Trustees of the Carnegie Foundation
May 13, 1933

Dear Mr. Partner:

In response to your telephone conversation of

I am glad to learn that you are interested in the question of

I think that I have all the necessary committee and

The main part of the correspondence containing the other

To me of a place where a committee of Mr. Herne with a few

The table of President's actions. He told me that part of the

The letter from the President to the Carnegie Corporation. I am

He was unable to provide the information necessary for the

I am glad to have the President's assurance. I am

TO MR. HALE, April 28, 1938

I am not perfectly certain that I understand your

I have already sent a copy of the letter of which

My understanding is not clear. I may not have

If I come to Chicago, I mayakan upon the same frame of

In that unexpected conversation I had the point to one of great

FROM MR. HALE, April 28, 1938

"The President suggests me to say for him that you

may connect upon the same frame of creation in all respects. In

obtain the President to your wishes if the annual meeting you

as those established by the Trustees of the Carnegie Corporation
for its beneficiaries."

As this seemed sufficiently explicit, I accepted the position offered, but in my letter of acceptance written to the Secretary of the Board of Trustees under date of April 27, 1908, I took care to specify that my acceptance was understood to be on the understanding that the terms of the appointment included certain details about pension "as previously communicated to me from President Judson through Professor Hale."

When the Statute of the University on retiring allowances was promulgated, I noted that it was in certain details not so favorable as the special agreement made with me, and accordingly, under date of March 25, 1912, I wrote President Judson, calling his attention to that fact. He replied both orally and by memorandum, intimating that my case would be covered anyhow by the provision of the statute regarding the counting of previous service in professorships elsewhere, in case of a person entering the service of the University as an associate professor or as one of higher rank (see statute 16, paragraph 6).

This seems to cover the case clearly enough, does it not? The originals and carbon copies of the documents I have quoted are of course at your disposal, or at least open to your inspection, if you wish to see them.

Yours very truly,

[Signature]
for the consideration.

As this seems sufficiently explicit, I accept the position offered, put in my letter of acceptance written to the Secretary of the Board of Trustees under date of April 21, 1939. I look to you to see that my acceptance was understood to be on the understanding that the terms of the appointment included certain benefits pertaining to "University Professor." I accept to me from President Lehigh through President Hallas.

When the statute of the University on retaining professors was promulgated, I noted that it was in certain respects not to my taste. To me, the special committee was, I think, a small sacrifice as the President's advice for the welfare of the University and the maintenance of its position in the community are of such importance. It is not clear to me that the University can compensate for the loss of this committee by the appointment of a person superior in the services to the University as an associate professor or as one of the group rank (see estimate). The point is, of course, of your disposal, at least, open to your inspection. When you wish to see them?

Yours very truly,
May 28, 1923.

My dear Mr. Mattocks:

We have recently encountered a situation in which, in 1908, a person accepted an appointment at the University, and according to his understanding the University is obligated to furnish him at retirement with a pension such as was being given at that time by the Carnegie Foundation. The matter comes to the surface at this time since the person is eligible to retire next year. Can you inform me the amount of the retiring allowance this person would have been eligible to receive under the original plan? As I understand the matter, the Foundation is no longer granting retiring allowances on the same basis as it was in the year 1908.

Thanking you for your consideration in this matter, I beg to remain

Very cordially yours,

Mr. R. L. Mattocks, Actuary,
Teachers Insurance & Annuity Ass'n.,
576 Fifth Ave.,
New York City.

N. C. PLIMPTON
May 26, 1933

My dear Mr. Woffock:

We have recently encountered a situation in which in 1928 a person was appointed as assistant to the University and, according to the understanding that was given to the University, was to be treated with a pension such as were being given at that time by the Carnegie Foundation. The matter was to the surface at the same time since the person in question to retire next year. Can you inform me the amount of the pension that this person would have been eligible to receive under the original plan?

I understand the matter, the pension is no longer extant, due to the administrative plan of the university. I am as it were in the next 1908.

Thanking you for your consideration in this matter, I beg to remain

Very cordially yours,

[Signature]

[Address]

New York City.
My dear Mr. Plimpton:

Replying to your inquiry as to the amount of allowance under the present Rules of the Carnegie Foundation which would have applied to the person you mention, kindly let me have further details about the case. What I need to know is the date of birth of the person in question and his average salary for the ten years preceding retirement. The present Rules of the Foundation with reference to retirement are somewhat complicated so I believe it best for your purpose to receive an official statement from the Foundation as to just what the allowance would amount to had the man been eligible for retirement under the Rules. For your general information a copy of the Rules is being sent to you under separate cover.

Sincerely yours,

[Signature]

Actuary.

Mr. N. C. Plimpton, Auditor,
The University of Chicago,
Chicago, Ill.

RLM/CM
June 2, 1923.

He also says that in a reply to a letter of his of
March 25, 1923, he replied both orally and in
memorandum, in—
My dear Mr. Judson:

Mr. Merrill, expecting to retire December 31, 1924,
claims that he will then be entitled to a retiring allowance
of $3,000. Figured by the ruling of the Board the amount
would be somewhat less than $2,500. Mr. Merrill's claim for
a larger amount is based on his statement that when he was
called to the University he was assured that he would have
a retiring allowance "at least as good as that of the Car-
negie Foundation", and in particular, that under paragraph
6 of the Statute on Retiring Allowances he would be given
credit for his service as professor in the institution from
which he came to the University. In his letter of acceptance
he says "It gives me great pleasure to accept the appointment
as specified. I understand that the appointment carries with
it certain other details about pension as previously communi-
cated to me from President Judson through Professor Hale".

In his letter to me Mr. Merrill quotes from Professor
Hale's letter of April 13, 1908 the following: "The President
authorizes me to say, for him, that you may count upon the
same terms in all respects (including the pension to your wife,
if she should survive you) as those established by the Trustees
of the Carnegie Foundation for its beneficiaries".
He also says that in a reply to a letter of his of March 25, 1912 you replied both orally and by memorandum, intimating that his case would be covered by the provision of the Statute covering the counting of previous service in professorships elsewhere.

Will you have the kindness to give me your judgment on the validity of Mr. Merrill's claim?

Very truly yours,

President Harry Pratt Judson,
1146 East 59th St.,
Chicago, Ill.