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 widow-hood 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.

The Huiberrity
of Chicago

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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,

Chmer Truesdell Movill.

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.

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The University of Chicago Office of the Auditor

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.

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May 1, 1923.

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Yours very traly.

President E. D. Burton, Feculty Exchange.

Chyprology Dept. F4 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. EDB: CB

Physiology Delpt. F. 4 May 3, 1925. My dear Mr. Carlson:-At your convenience would you kindly let me know how matters stand with reference to Mr. Lingle? gnisiar rebismos sigim vsisrevinU end sads eldissog at sl of besogsib erew ed it 0075\$ of eenswells gairlifer sid accept that now rather than \$2400 at a later time. I do ti esusped mid of lasogorg edf galasm ruoy teeggus ton nes not be a sughorized, but I am putting it into your .noitsutis edt ofni refne fdgim tadt rotost a as abnad Very truly yours, Mr. A. J. Carlson, The University of Chicago. EDB: CB

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. I judge therefore that your retiring allowance would be 424% or \$5000 or \$2125. May 3, 1923.

In reference to your second inquiry I judge that My dear Mr. Merrill:it is entirely possible to take your four months of extra

I beg leave to reply to yours of April 27th sorwith reference to your retirement as follows: 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 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.

vice of the University October 1, 1908, and on January 1, 1925 you will have completed 164 years of service. Under the statute as above quoted you will, therefore, be entitled at that time to an annual allowance of 425% 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.

May 3, 1923.

My dear Mr. Merrill:-

I beg leave to reply to yours of April 27th with reference to your retirement as follows:

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 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, 25 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 162 years of service. Under the statute as above quoted you will, therefore, be entitled at that time to an annual allowance of 4225 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.

I judge therefore that your retiring allowance would be 42% of \$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.

EDB: CB

I judge therefore that your retiring allowance would be 425% of \$5000 or \$2125.

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May 11, 1923.

Dear Mr. Burton:

In regard to our telephonic conversation of a few days ago regarding my prospective retiring allowance,

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 concrining 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

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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,

Church Truesdell Merrill

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Yours very truly,

Elm Jum

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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,

N. C. PLIMPTON

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

New York City.

F+f.

May 28, 1923.

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N. C. PLIMPTON

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA 522 FIFTH AVENUE, NEW YORK ROBERT A. FRANKS, TREASURER EUGENE F. RUSSELL, M.D., MEDICAL DIRECTOR RAYMOND L. MATTOCKS, ACTUARY SAMUEL S. HALL, JR., ASSISTANT TREASURER FRANK A, VANDERLIP, CHAIRMAN HENRY S. PRITCHETT, PRESIDENT MICHAEL A, MACKENZIE, VICE-PRESIDENT CLYDE FURST, SECRETARY May 31, 1923. 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 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, R. L. Turattreles Mr. N. C. Plimpton, Auditor, The University of Chicago, Chicago, Ill. RLM/CM

My dear Mr. Plimpton:

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June 2, 1923.

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My dear Mr. Judson:

Mr. Merrill, expecting to retire December 31, 1924, claims that he will then be entitiled 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 Carnegie 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 communicated to me great Fresident 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".

June 2, 1925.

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Williyou 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.

EDB: CB

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