



Voluntary Retirement Incentive Program

Program Application and Release – AUPE

The University of Calgary is pleased to offer AUPE staff the opportunity to participate in a voluntary retirement incentive program. Refer to the [Voluntary Retirement Incentive Program](#) website for eligibility and program information.

Please complete the application and review the release form, then sign, scan and return the application to VolRetirementProgram@ucalgary.ca. The deadline to apply is **noon** on March 13, 2020. Please note that applications are irrevocable.

PROGRAM APPLICATION

Name		Employee ID	
Phone number		Email	
Faculty/Unit		Department	
Position		Manager	

By completing this form, I understand that:

1. I am applying for approval to participate in the Voluntary Retirement Incentive Program (VRIP) from the University of Calgary. Once submitted, my application is irrevocable.
2. This application and any subsequent approval will be disclosed to Local 052 of the Alberta Union of Provincial Employees (“AUPE”).

I further understand that if my application is approved:

3. I will receive a lump sum Retiring Allowance, less applicable deductions, equal to two (2) weeks of pay for each full year of continuous service as an employee of the University of Calgary up to a maximum of 40 weeks, plus an additional one month of pay.
4. I will not be eligible for re-employment at the University of Calgary for the period equal to the number of weeks I receive as the payment outlined in paragraph 3.
5. Participation in the Voluntary Retirement Incentive Program is subject to the terms of the Letter of Understanding between the Governors of the University of Calgary and AUPE (the “Agreement”).



6. Participation in the Voluntary Retirement Incentive Program may impact my pension entitlement under the **Public Service Pension Plan**, and I confirm that I have had the opportunity to seek financial, legal, and tax advice in this regard.
7. Participation in the Voluntary Retirement Incentive Program will impact my entitlement to group health and welfare benefits, in accordance with the terms of such plans.
8. I will be required to complete a Release (the form of which has been attached hereto for my review) which releases the University of Calgary from any and all claims related to my employment and its termination.

By signing below, I acknowledge that I have read and understood the terms of this application and the attached form of Release.

My last day of work prior to commencement of retirement will be May 31, 2020, unless an alternate date prior to May 31, 2020 has been agreed to with my manager.

Signature		Name (please print)	
Date			

Please review the Release on the following pages. If you have questions, go to the website ([Voluntary Retirement Incentive Program](#)) or email VolRetirementProgram@ucalgary.ca. You do not need to provide a signed copy of the Release with your application. You will be required to provide a signed copy of the Release if your application is approved.

Please sign, scan and return this application to VolRetirementProgram@ucalgary.ca by 12:00 noon on March 13, 2020. In the subject line, please reference VRIP Application. Your application will be acknowledged, and you will be notified when your application is considered for approval.



**- VOLUNTARY RETIREMENT INCENTIVE PROGRAM -
RELEASE**

1. RELEASE

In consideration of the items set forth in a letter dated **[DATE]** by THE UNIVERSITY OF CALGARY less sums required by law to be withheld (the "Payment"), I, **[NAME]**, do for myself and my heirs, executors, administrators and assigns, (hereinafter collectively referred to as "I"), forever release, remise and discharge THE UNIVERSITY OF CALGARY, its Governors and all its officers, directors and employees and agents (hereinafter collectively referred to as the "University"), jointly and severally from any and all actions, causes of actions, contracts, (whether express or implied), claims and demands for damage, loss or injury, suits, debts, sums of money, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law (including the Employment Standards Code and the Human Rights Act) or in equity, which against the University, I ever had, now have, or can hereafter have by reasons of or existing out of any causes whatsoever existing up to and inclusive of the date of this Release, including but without limiting the generality of the foregoing:

- a) my employment with the University; or
- b) the termination thereof; and
- c) any and all claims for damages, salary, wages, termination pay, severance pay, vacation pay, bonuses, expenses allowances, pension allowances, or any other benefits arising out of my employment with the University.

Notwithstanding the foregoing, this Release does not affect any legal and subsisting obligations by the University to me under the terms of the Payment, [nor does it affect any vested rights I may have in any pension plan].

2. INDEMNITY FOR TAXES, ETC.

I further agree that, for the Payment, I will save harmless and indemnify the University from and against all claims, charges, taxes or penalties and demands which may be made by the Canada Customs and Revenue Agency requiring the University to pay income tax under the Income Tax Act (Canada), in respect of income tax payable by myself in excess of the income tax previously withheld; and in respect of any and all claims, charges, taxes, or penalties and demands which may be made on behalf of or related to the Employment Insurance Commission or the Canada Pension Commission under the applicable statutes and regulations, with respect to any amount which may, in the future, be found to be payable by the University in respect of myself.



3. EMPLOYMENT LEGISLATION

I acknowledge receipt of all wages, overtime pay, vacation pay, general holiday pay, and pay in place of notice of termination of employment that I am entitled to by virtue of the Employment Standards Code, and I further confirm that there are no entitlements, overtime pay or wages due and owing to myself by the University. I further acknowledge that there are no claims pursuant to the Human Rights Act and undertake not to file any complaint thereunder.

4. GROUP HEALTH AND WELFARE BENEFITS

I acknowledge and agree that the Payment paid to me includes full compensation and consideration for loss of employment benefits and that short term and long-term disability benefits if applicable have ceased. I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges where applicable with respect to benefits. In the event that I become disabled, I covenant not to sue the University for insurance or other benefits, or for loss of benefits. I hereby release the University from any further obligations or liabilities arising from my employment benefits.

5. PENSION PLAN

I have read and understood the information provided to me with respect to the impact of the VRIP on my pension entitlement under the Public Service Pension Plan (PSPP). I have had the opportunity to seek financial, legal, and tax advice with respect to such entitlement, and I acknowledge and agree that my entitlement to benefits under the PSPP is governed by the terms of such plan. I covenant not to sue the University for PSPP benefits, or for loss of such benefits. Without limiting the generality of Section 1 above, I hereby release the University from any further obligations or liabilities arising from my PSPP benefits.

6. CONFIDENTIALITY

I recognize and acknowledge that during my employment with the University I had access to certain confidential and proprietary information, the disclosure of which could be harmful to the interests of the University. I acknowledge that I have taken and will in future take appropriate precautions to safeguard the Confidential Information of the University.

7. RE-EMPLOYMENT WAIVER PERIOD

I acknowledge and agree that by accepting this payment I will not be eligible for re-employment with the University or any of its respective subsidiaries, affiliates, associated corporations and successor entities, for a period equal to the number of weeks of payment contemplated by this Release.

8. UNDERSTANDING

AND I HEREBY DECLARE that I have had the opportunity to seek independent legal advice with respect to the matters addressed in this Release and the terms of settlement which have been agreed to by myself and the University and I fully



understand them. I hereby voluntarily accept the said terms for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid.

9. FURTHER CLAIMS

I agree not to make any claim or take proceedings against any other person, corporation or entity, that might claim contribution or indemnity under the provisions of any statute or otherwise against the University.

10. COMPLETE AGREEMENT

It is understood by the University and I that this Release contains the entire agreement between us and that the terms of this Release are contractual and not a mere recital.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of _____, 2020.

Witness (Signature)

Employee (Signature)

Witness Name (Print)

Witness Address