



Voluntary Retirement Incentive Program

Program Application and Release – Academic

The University of Calgary is pleased to offer academic 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		Department	
Rank/Appointment		Dean/Supervisor	

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 the Faculty Association of the University of Calgary (the “Faculty Association”).
3. Participation in the Voluntary Retirement Incentive Program is subject to the terms of the Memorandum of Agreement between the Governors of the University of Calgary and the Faculty Association (the “Agreement”).

I further understand that if my application is approved:

4. I will receive salary continuance payments, less applicable deductions, for 12 months beginning on July 1, 2020 at 85%* of my Rank Salary. Except as provided for in the Agreement, I will not be eligible for any other benefits or entitlements. My employment will end on June 30, 2021.

* Research and Scholarship Leaves and Special Leaves may impact the percentage of Rank Salary received. If I



am on a Research and Scholarship Leave or a Special Leave, I have confirmed my entitlements under the Voluntary Retirement Incentive Program.

I have the option of requesting a lump sum Retiring Allowance less applicable deductions in lieu of salary continuance, payable in two installments (in July 2020 and January 2021), in which case my employment will end on June 30, 2020; however, approval of this request is at the University's discretion and is not guaranteed.

Check here to request a lump sum Retiring Allowance

5. I will not be eligible for re-employment or contract appointments at the University of Calgary until July 1, 2022, except with the express written consent of the Provost and Vice-President (Academic).
6. Participation in the Voluntary Retirement Incentive Program may impact my pension entitlement under the UAPP, and I confirm that I have had the opportunity to seek financial, legal, and tax advice in this regard. 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 and the Agreement.
7. 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 and the Faculty Association 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.

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. You will be notified of the outcome of your application (i.e. whether or not your application has been approved) no later than 4:30 p.m. on Monday, April 6, 2020.



- VOLUNTARY RETIREMENT INCENTIVE PROGRAM -
RELEASE

1. RELEASE

For the consideration set out in the letter dated [xxx] to which this Release is attached, 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 parent, successors, assigns, subsidiaries and affiliates and all its officers, governors, directors and employees and agents (hereinafter collectively referred to as the "University") and the Faculty Association of the University of Calgary (hereinafter referred to as the "Faculty Association"), jointly and severally from any and all actions, causes of actions, contracts, (whether express or implied) claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interests, costs, grievances, and claims of any and every kind and nature whatsoever, at law or in equity, which against the University or the Faculty Association, 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 and its termination;
- (b) The terms and conditions of the collective agreement dated July 1, 2019 – June 30, 2020 between the Faculty Association of the University of Calgary and the Governors of the University of Calgary;
- (c) Any and all claims for damages, salary, wages, termination pay, severance pay, vacation pay, overtime pay, commissions, bonuses, interest, expenses, savings plans, pension (including the Universities Academic Pension Plan ("UAPP")), allowances, incentive payments, or any other benefits, including health and welfare benefits, arising out of my employment with the University;
- (d) Any and all claims arising out of or by virtue of the *Alberta Human Rights Act* (having discussed or otherwise canvassed any and all human rights complaints, concerns or issues arising out of or with respect to my relationship with the University); and
- (e) Any claim against the Faculty Association regarding their duty of fair representation related to the Voluntary Retirement Incentive Program at the University of Calgary.

2. INDEMNITY FOR TAXES. ETC.

I further agree that, for the aforesaid payment, I will save harmless and indemnify the University and the Faculty Association from and against all claims, charges, taxes, interest or penalties and demands which may be made by the appropriate taxing authorities in Canada and Alberta requiring the University to pay income tax under the applicable statutes and regulations, 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, interest, or penalties and demands which may be made on behalf of or related to governmentally regulated or other employment insurance or pension programs, with respect to any amount which may, in the future, be found to be payable by the University in respect of myself.



3. GROUP HEALTH AND WELFARE BENEFITS

I have read and understood the information provided to me with respect to the termination of coverage under the group health and welfare benefits. I acknowledge and understand that my entitlement to benefits, and the entitlements of any dependants, spouse or beneficiaries, under the group health and welfare benefits is governed by the terms of such plans and that coverage under the University's group benefit plans will cease upon termination of my employment with the University in accordance with the terms of such plans. 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. I covenant not to sue the University or the Faculty Association for insurance or other benefits, or for loss of benefits. Without limiting the generality of Section 1 above, I hereby release the University and the Faculty Association from any further obligations or liabilities arising from such employment benefits.

4. 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 UAPP. 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 UAPP is governed by the terms of such plan. I covenant not to sue the University or the Faculty Association for UAPP benefits, or for loss of such benefits. Without limiting the generality of Section 1 above, I hereby release the University and the Faculty Association from any further obligations or liabilities arising from my UAPP benefits.

5. 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.

6. 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 the academic year following receipt of the final payment contemplated by this Release, except with the express written consent of the Provost and Vice President (Academic).

7. UNDERSTANDING

And I hereby declare that I have had the opportunity to seek independent legal, tax and financial advice with respect to the matters addressed in the VRIP, the VRIP Application, and 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.



8. FURTHER CLAIMS

The Employee agrees not to make 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 or the Faculty Association.

9. COMPLETE AGREEMENT

It is understood by the University, the Faculty Association 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 _____, ____.

Witness (Signature)

Name

Witness Name (Print)

Witness Address