

## LETTER OF UNDERSTANDING

Between

The University of Ottawa

("the Employer")

– and –

The Association of Professors of the University of Ottawa

("the Association")

### **Voluntary Retirement Incentive Program**

---

WHEREAS a voluntary retirement incentive program allows for a gradual transition to retirement;

WHEREAS a voluntary retirement incentive program is consistent with employment standards and human rights legislation;

Regular Members, as described in article 1 of the Collective Agreement effective May 1, 2024, holding a continuing appointment or tenure who are eligible to retire in accordance with the provisions of the University of Ottawa Pension Plan and who have not availed themselves of article 40.3 of the Collective Agreement or any other retirement incentive are eligible to retire and to be re-employed on a half-time (50%) basis by the Employer, provided they obtain the prior consent of their Dean, and meet all of the following terms and conditions:

1. Have informed the Dean or University Librarian in writing of their decision to retire and to apply in writing for re-employment as a half-time Visiting Professor or Visiting Librarian at least four (4) months prior to the effective date of their retirement;
2. Have signed an irrevocable retirement agreement, in the form stipulated by the Employer;
3. On the effective date of their retirement, the Member is receiving their pension benefits in accordance with the University of Ottawa Pension Plan Regulations;
4. The re-employment on a half-time basis is effective the day following the effective date of retirement. The University will re-employ the retired member, without rank and on a half-time basis (fifty percent [50%] of normal load; fifty percent [50%] of salary), as a Visiting Professor in accordance with the provisions of article 17.2.2.1 of the Collective Agreement, or as a Visiting Librarian in accordance with the provisions of article 17.7.2.4 of the Collective Agreement ("Visiting Retiree") for a term, at the discretion of the Dean or University Librarian, not exceeding three (3) years ("Term of Re-Employment"). The Term of Re-employment is final;

5. Visiting Retirees will be rehired automatically as half-time Visiting Professors or Visiting Librarians under this agreement, and neither the procedure set out in article 17.2.2.2 of the Collective Agreement, nor the limited duration set out in article 17.7.2.4 (a), nor the consultation processes set out in articles 17.2.2.3 and 17.7.2.4 (b) will apply;
6. Re-employment of Visiting Retirees on a half-time basis under this agreement does not constitute an inherent right and is at the discretion of the Member's Dean. Deans can deny an application for re-employment at their discretion and for any reason, including if the Member has been subjected to a form of suspension or disciplinary action, if the teaching mission of the Member's program of study does not allow for the re-employment or if operational requirements do not allow for the re-employment;
7. Visiting Retirees are not members of the bargaining unit;
8. Visiting Retirees must enter into a contract as a Visiting Professor or Visiting Librarian, by virtue of which:
  - a. Visiting Retirees' nominal salary is the salary in effect on the day prior to retirement, but is pro rated (50%). Visiting Retirees are not entitled to salary increases during the Term of Re-employment;
  - b. Visiting Retirees, under the terms of this agreement, have access to all University of Ottawa libraries and research support services, subject to their availability. They also maintain their supervisory rights, so long as the provisions of article 32 of the Collective Agreement are observed;
  - c. As an APUO Retired Member, a Visiting Retiree is entitled only to the privileges and benefits provided for in article 38.2 of the Collective Agreement. A Visiting Retiree is not entitled to any other privileges or benefits as a member of staff.
  - d. During the period of re-employment as a Visiting Professor or Visiting Librarian, the Visiting Retiree's workload will be fifty percent (50%) of the normal workload. The teaching load for Visiting Retirees who are members of the faculty is equal to half the average load they had over the previous three (3) years. However, the course load must consist of a minimum of three (3) units per year. The workload of a Visiting Librarian is fifty percent (50%) and must be carried out during 50% of normal working hours (i.e., 18 hours per week);
  - e. Between April 1 and June 1 during the Term of their Re-employment, Visiting Retirees under this agreement must submit in writing to their Dean for approval an annual accounting of the scholarly activities to which they intend to devote a portion of their time during the next academic year;

- f. Under this agreement, Visiting Retirees can be subject to performance appraisal;
  - g. The re-employment of Visiting Retirees on a half-time basis under this agreement can be terminated by the Employer for cause or upon notice, in accordance with the conditions of termination set out in the re-employment contract between the Employer and the Visiting Retiree;
- 9. Members who avail themselves of the foregoing terms of the voluntary retirement incentive program are not entitled to the amounts provided for in article 40.3 of the Collective Agreement between the parties;
- 10. This agreement is entered into without prejudice and cannot be invoked as a precedent under any circumstances;
- 11. With the exception of the matters governed by this agreement, the parties reserve their rights under the Collective Agreement, including with respect to the implementation of this agreement;
- 12. This agreement expires at the end of the collective agreement in force since May 1, 2024.