

NEW SUBSECTION 40.3.2 Transition to Retirement

- 40.3.2.1 A member who is eligible to retire and to receive the benefit under subsection 40.3.1 may, instead of retiring in accordance with 40.3.1, opt for the transition to retirement benefit set out in this subsection. The overall value of the transition to retirement benefit shall be equal to the value of the severance benefit under subsection 40.3.1, as calculated at the effective start of the transition period chosen by the member. The value of the severance payment calculated under this paragraph 40.3.2.1 will be applied pursuant to paragraphs 40.3.2.6 and 40.3.2.7. The start of the transition period shall not be prior to the completion of her scheduled teaching duties in a given term.
- 40.3.2.2 Upon the request of the member under this subsection 40.3.2, when such a request is made to the dean, instead of receiving the severance payment under subsection 40.3.1, she shall be entitled to a reduction in workload of up to 50% in the same manner as would be applicable under article 30, as modified by this subsection, for a period of up to three years ending no later than the member's normal retirement date. The member will include in her request to the dean her choice of the duration, proportional reduction of workload and salary to be received each year of the transition period.
- 40.3.2.3 Both the percentage reduction (to a maximum of 50%) and the transition period (of up to three years) shall be at the option of the member, provided the reduction in workload is proportional across all components of the member's workload.
- 40.3.2.4 The member's retirement date shall be at the termination of the transition period; the application under subsection 30.2.1 shall be accompanied by a statement to that effect which shall be included in the reduced workload agreement; this commitment to retire shall become irrevocable once the reduced workload agreement has been signed pursuant to paragraph 30.2.2.2.
- 40.3.2.5 Notwithstanding paragraph 30.2.1(e), the application shall normally be delivered to the member's dean no later than 6 months prior to the start of the transition period. The member's request shall be approved automatically by the employer and paragraph 30.2.2.1 shall not apply.

(Note: A transition provision will be required for members choosing this benefit in the period immediately following ratification)

- 40.3.2.6 During the transition period, the member shall be entitled to receive a supplement to her regular salary, equal to a proportion of the value of the benefit under section 40.3.2.1, in order to increase the salary to a level chosen by the member; the supplement received in total during the transition shall not be more than the total value of the severance allowance calculated in accordance with 40.3.2.1; further, at no time shall the member receive more than 100% of her nominal salary. The annual supplemental amount may be adjusted at the option of the member once per academic year, in which case, subsequent amounts will be modified to insure the total amount is not greater than the overall amount calculated under 40.3.2.1.
- 40.3.2.7 Upon retirement at the conclusion of the transition period, the member shall receive any remaining balance of the value of the severance benefit calculated in accordance with subsection 40.3.2.1 that has not been applied pursuant to paragraph 40.3.2.6, it being understood that the overall value of the severance benefit shall be calculated as of the start date of the transition period. This remaining payment shall be treated as a severance payment under subsection 40.3.1, with any rules or procedures applicable to the manner of payment of the severance benefit applying at that time.
- 40.3.2.8 Subsections 30.3.1 and 30.3.2 do not apply to this transition to retirement benefit.
- 40.3.2.9 With respect to the application of section 30.4, it is understood that:
- (a) a member does not accumulate academic leave credits during the transition period;
 - (b) a member continues to participate in the University of Ottawa Pension Plan, with the member and employer each contributing on the basis of the member's nominal salary, and the member receives credit for full years of service, subject to Canada Revenue Agency limits.
 - (c) all other employee benefits continue in force with the benefit level determined by the member's nominal salary, and the employer and member, where applicable, each contribute on the basis of the member's nominal salary.
- 40.3.2.10 A member may choose to retire prior to the end of the transition period, in which case she shall be entitled to receive the balance of the value of the severance payment, with paragraph 40.3.2.7 applying *mutatis mutandis*.