

PROPOSAL 1: Transitional Continuing Appointment

**Letter of Understanding: Corresponds to the Union’s original proposal
“Albertyn Appointments”**

1. Eligibility

This is a time-limited program for applicants individuals who, as of the date of their application, have at a minimum:

- a. 4520 years of service in the bargaining unit
- b. 37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years
- c. 1 Type 1 (course director) assignment in the bargaining unit in each of ~~13~~ 6 of the ~~last 15~~ last 7 years

Further, to be eligible for the severance portion at s.4 of this Letter of Understanding, an applicant may not already be in receipt of a pension from the York University Pension Plan and/or may not have previously received or additionally receive (including per the Letter of Understanding: Severance) any other form of severance or retirement or resignation incentive or payment from York University.

2. Terms of Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides either a two-year or three-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:

- a. Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to s.4 (Severance) below; or
- b. Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to s.4 (Severance) below.

The initial teaching assignment commitment is based on the applicant’s average number of teaching assignments during the 15-year qualifying period:

Average number of assignments	Teaching Assignment Commitment (Number of Type 1 assignments)
2.5 – 2.9	2.5
3.0 or higher	3.0

February 27, 2021
Employer Proposals

In each year of either a two-year or three-year TCA, the TCA holder will be renumerated based on the initial teaching assignment commitment.

For a Two-year TCA:

The TCA will be assigned teaching as follows for each of the two years:

Teaching Assignment Commitment (Number of Type 1 assignments)	Year 1 Assigned Teaching	Year 2 Assigned Teaching
2.5	2	1.5
3.0	2.5	2

For a Three-year TCA:

The TCA will be assigned teaching as follows for each of the three years:

Teaching Assignment Commitment (Number of Type 1 assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
2.5	2.5	2	1.5
3.0	3	2.5	2

A TCA may be held in one or two academic units, and teaching assignments made expressly to meet the teaching assignment commitment will not be posted.

TCA instructors may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment through the CSSP and other collective agreement posting and appointment processes subject to the caps in Article 12.04 in each of the two or three years of the TCA.

3. Applications

Individuals who meet the minimum service-based eligibility requirements at paragraph 1 above, ~~including those who hold a continuing appointment and have not received notice of insufficient work to meet their teaching assignment commitment~~, may apply to the academic unit(s) in which they wish to hold a TCA. ~~To be eligible for consideration to hold a continuing appointment in a single academic unit, the applicant is expected to have met the minimum service-based eligibility criteria in the unit of application. Where an applicant is seeking a joint~~

February 27, 2021
Employer Proposals

~~appointment in two academic units, the applicant must have taught a minimum of 1 Type 1 assignment in each unit in 6 of 7 years making up the qualifying period.~~

Applications must be submitted by November 1, 2021 for continuing appointments commencing September 1, 2022 and by November 1, 2022 for continuing appointments commencing September 1, 2023. Applicants must indicate whether they are applying for a two-year or three-year TCA.

TCA's will be awarded based on the academic unit or units' ~~short-term and longer-term teaching needs~~ ability to meet its or their teaching assignment commitment to the TCA over the two-year or three-year term and the quality of the applicant's teaching. Applicants will ~~include~~ submit an updated CV, and ~~a statement of the candidate's approach to teaching and learning. Candidates are encouraged to~~ may submit any additional information they believe will assist with the assessment of the quality of their teaching, including experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design.

Academic units will make recommendations to the Dean or Principal, who will make final appointment decisions.

~~Candidates~~ Applicants who are offered and accept a TCA are, at the time of accepting the offer, required to provide irrevocable notice of intent to sever their employment relationship with the University effective the September 1st immediately following the conclusion of their TCA.

4. Severance

Severance upon the conclusion of a TCA will consist of the following:

- (i) $\$12/35$ of the prevailing CD rate at the conclusion of the TCA; *plus*
- (ii) ~~the amount provided according to the formula in the Letter of Understanding: Severance, provided that they meet the teaching experience criteria set out in the Letter of Understanding.~~ $3/35$ of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.

For example, an individual who has completed a TCA and has 20 years of service eligible for severance ~~according to the Letter of intent~~ would receive a total severance equivalent in value to $\$12/35 + 60/35$ for a total of $72/35$ at the prevailing CD rate ($\$XXX$ according to the 2021-22 CD rate).

PROPOSAL 2: POST-RETIREMENT BENEFITS

ARTICLE 15.27

The Employer agrees to provide post-retirement benefits coverage for Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement, defined for the purposes of post-retirement benefits only as the voluntary severance of the employment relationship with the University at or following the date on which the employee first became eligible to receive a monthly pension from the York University Pension Plan, in the form of a retiree health care spending account as follows:

- a) each retiree's health care spending account will have an annual limit of \$1800;
- b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each year.

Any unspent portion of the Employer's annual contribution will be carried forward to the next year;

In order to be eligible for the post-retirement benefits the employee must:

- a) be enrolled in the York University Pension Plan;
- b) provide a minimum of three months' written notice to Pensions and Benefits that she is retiring and permanently severing her employment relationship with the University in the Unit 2 bargaining unit;
- c) retire no later than five ~~the first of the months~~ following the end of her last unit 2 contract; and
- d) elect to receive a monthly pension from the York University Pension Plan.

Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.