

December 11, 2023
Employer Proposal without prejudice

The following proposals regarding the Letter of Understanding Severance applicable to the Unit 2 collective agreement will form part of the Employer's Schedule "C" which states:

**Schedule "C" to Memorandum of Settlement for A Renewal Collective Agreement
Other Proposals**

Agreement to all proposals in this Comprehensive Framework, including Schedules "A" and "B", is subject to agreement to all items that **will be** contained in Schedule "C".

LETTER OF UNDERSTANDING

SEVERANCE

Upon application, an individual who meets the following criteria :

- minimally, has applied per "normal" historical application profile and was available for appointment to those positions and was appointed to 50% or less of their average course load over that 10 year period.
- does not hold a full-time position at York University or elsewhere at the time of application for unit 2 work nor in the year preceding (not including persons on a leave of absence under Article 15.15, or as a CLA in YUFA):
- has held at least an average of two Type 1 or equivalent positions per year over the last 10 years and has held at least one Type 1 or equivalent position in eight of the last 10 years immediately preceding the severance years.

shall receive 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 clarity, an individual on an approved leave of absence under the *Employment Standards Act, 2000* and/or for a Human Rights Code ground ("Protected Leave of Absence") during the ten-year period preceding the application for severance, will be deemed to meet the teaching intensity requirement for the duration of the Protected Leave of Absence and will be eligible to count the time spent on Protected Leave of Absence as active service in meeting the ten-year eligibility requirement for the purposes of applying for severance.*

The employment relationship with York University of an individual who elects to accept severance per this article is terminated effective the date of receipt of such monies and the employee loses entitlement to all applicable prior experience and years of service that they have accumulated up to that time, for any and all purposes under the provisions of the collective agreement.

It is understood that employees who have held a CLA(s) as part of their work at York University are entitled to have such employment counted as 3 course directorships under these provisions, including payment calculations.

A period of approved credited for service and/or APE leave under the CA counts for eligibility purposes

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but not for payment.

This article shall not apply to the extent that the reduction in course load is owing to the introduction of the Cap, Article 12.03.1(x) in September 1998, or the employee's retirement/termination under the York Pension Plan, or joining another York University employee group or bargaining unit as a full-time employee.

An affected employee may apply for severance after September 30 in the year in which they qualify for severance. Upon application, they will be considered severed if they have not been appointed to any positions in that academic session. If they have been appointed to a position(s), but is still eligible for severance, they will be considered to be severed at the expiry of the contract(s) they are holding.

It is understood that the foregoing does not preclude an eligible employee from forfeiting positions they have not already begun. In this case the forfeited positions will not be counted against the employee's severance entitlement.

Normally, payment will be calculated and made at the end of the severance year (see below). However, this may be expedited for an employee who reasonably believes that no work will be offered during the upcoming terms based on past work patterns. An employee will have three months from the date of application to rescind the application. Where the employee has not received payment at the three-month juncture, they have until the Severance payment has been made to rescind their application.

Upon an application for severance, the applicant is considered to be severed and the consequences, as outlined in the required correspondence between the University and the applicant (see Appendices J and K) will be in full force and effect and will not be undone. Should an application be subsequently rescinded, no retroactive measures will be implemented, save and except for seniority accrual.

The severance year will be the period September 1 to August 31. An employee may make application for severance from October 1 of the Severance year until October 15 of the following year.

The parties agree that, because this is a new plan, they are committed to resolving any problems that arise in the administration of this plan.