

**JOB SECURITY PROPOSAL #2: TRANSITIONAL CONTINUING APPOINTMENTS**

Latest Employer Proposal (Feb 28)	Latest Union Proposal (Feb 27)
	<p><b>LONG SERVICE REWARD PROGRAM</b></p> <p>Employees who, effective September 1, 2020, have 30 or more years of service in a teaching capacity at York University (excluding CUPE 3903 Unit 2 retirees and YUFA retirees), and who have held at least one CUPE 3903 Unit 2 teaching contract over the previous 3-year period, shall be offered a severance package, including a payment in the amount equivalent to two years of salary paid at the highest salary level they have received. Employees may opt to take this severance package at any point during the term of the 2020- 2023 Collective Agreement, upon the expiry of which the offer is void.</p>
<p><b>LETTER OF UNDERSTANDING: TRANSITIONAL CONTINUING APPOINTMENT</b></p> <p><b>1. Eligibility</b></p> <p>This is a time-limited program for applicants who, as of the date of their application, have at a minimum:</p> <ul style="list-style-type: none"> <li>a. 20 years of service in the bargaining unit</li> <li>b. 37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years</li> <li>c. <del>1 Type 1 (course director) assignment in the bargaining unit in each of 6 of the last 7 years</del></li> </ul> <p>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.</p>	<p><b>TRANSITIONAL CONTINUING APPOINTMENT</b></p> <p><b>1. Eligibility</b></p> <p>This is an ongoing program for individuals who, as of the date of their application, have at a minimum:</p> <ul style="list-style-type: none"> <li>• A minimum of 15 years of service in the bargaining unit (10 years for Equity seeking groups);</li> <li>• 37.5 Type 1 or equivalent assignments in the bargaining unit (30 Type 1 or equivalent assignments in the bargaining unit for equity seeking groups); and</li> <li>• Taught in the CUPE 3903 Unit 2 bargaining unit at an average intensity of 2.5 FCEs over the three previous years.</li> </ul>

## 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:

<b>Average number of Type 1 or Equivalent assignments</b>	<b>Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)</b>
2.5 – 2.9	2.5
3.0 or higher	3.0

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.

## 2. Terms of Transitional Continuing Appointment

- Transitional Continuing Appointment ("TCA") shall be awarded for a 5-year period and shall consist of teaching assignments comprising 3.5 FCEs in each of the 5 years of the term.
- Employees may opt to accept the appointment at any point during the term of the 2020-2023 Collective Agreement provided they meet the eligibility criteria above.
- Effective September 1, 2020, compensation for the 3.5 FCEs shall be the current applicable rate for 4.5 FCEs.
- Members shall not apply for nor be appointed to any other course in the CUPE 3903 Unit 2 bargaining unit during the period of the TCA.
- The Employer shall provide members with the opportunity to request preferred course and shall make best efforts to assign members to their preferred courses, provided no other hiring provisions in this collective agreement would be violated.
- The Employer shall have sole discretion in the assignment of the teaching positions based on the teaching needs of the Faculty or hiring unit(s). Except where necessary to meet accommodation needs the final decision on course assignment shall rest with the Employer.

The TCA may be cross appointed between and/or among two or more hiring units or Faculties. The hiring unit or Faculty shall be noted in the offer.

**For a Two-year TCA:**

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

<b>Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)</b>	<b>Year 1 Assigned Teaching</b>	<b>Year 2 Assigned Teaching</b>
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:

<b>Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)</b>	<b>Year 1 Assigned teaching</b>	<b>Year 2 Assigned teaching</b>	<b>Year 3 Assigned teaching</b>
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 holders may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment, defined by the number of assignments for which they are paid, 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, may apply to the academic unit(s) in which they wish to hold a TCA.

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.

TCAs will be awarded based on the academic unit or units' ability to meet its or their teaching assignment commitment to the TCA holder over the two-year or three-year term and the quality of the applicant's teaching. Applicants will submit an updated CV and 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.

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 1<sup>st</sup> immediately following the conclusion of their TCA.

### 3. Applications

- The Employer will provide notice to all eligible members by September 30 each year.
- Members who meet the minimum service-based eligibility requirements and elect to obtain a TCA will notify the Office of the Vice-President Academic by submitting an application on November 1 for an appointment starting on September 1 of the following year.

#### 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) 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 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).

#### 4. Severance

- At the conclusion of the 5-year period, members will retire on August 31 in the final year of the Appointment. Upon retirement at the conclusion of the 5-year period, members shall forfeit all seniority in the CUPE 3903 Unit 2 bargaining unit and shall receive a severance payment from the Employer in an amount equivalent to 6.75 FCEs at the current applicable rate.
- Employees may opt to retire before the end of the 5-year period. If they do so, they shall receive a severance payment from the Employer in an amount equivalent to 1 FCE at the current applicable rate per full year of service in the Appointment. Upon retirement prior to the conclusion of the 5-year period, members shall forfeit all seniority in the CUPE 3903 Unit 2 bargaining unit.
- It is understood that by retiring from the TCA (prior to or at the conclusion of the 5-year period) and collecting severance payment, members forfeit the opportunity for additional TCAs should they become re-employed by the University after retirement.