

CUPE 3903 UNIT 2 JOB SECURITY PROPOSALS

Conversions Bargaining Proposals (BPs 62, 63, 64, 66)
LSTAs Bargaining Proposals (BPs 71-76)
Continuing Sessional status Bargaining Proposals (BP 70)
Addendum on Internal Hiring (BP 65, 67, 68)

**Presented by the CUPE 3903 Unit 2 Bargaining Team Representative to Barry Miller,
Executive Director, Department of Faculty Relations, on November 25, 2014**

Job Security and the Stabilization of Unit 2 Teaching Conditions

As we mentioned when we first met back in August, job security has been a long standing issue for Unit 2. When we look at the Unit 2 collective agreement, it is readily apparent that attempts to stabilize our work date back to at least the 1980s, if not earlier. Indeed the stabilization of our working conditions was one of the key reasons York University's contract faculty were one of the first in Canada to unionize, in the 1975, as they recognized how universities, particularly York, over-relied on non-tenured academic labour to meet undergraduate teaching demands. They also understood how problematic and exploitative this system was. First, with respect to the overproduction of PhD graduates in a context where there were not enough tenure-stream positions. Even as far back as the 1970s, Unit 2 members were well aware that for many PhDs contract teaching was not temporary waylay station between grad school and secure tenure stream positions. Hence, they began carving out alternate "teaching only" positions within the university context that could be more stabilized through the benefits of unionization.

Second, contract faculty also recognized in this era how problematic and exploitative the university was with respect to employment systems based on unfettered managerial rights, where faculty "favored" by departments and/or the university's administration got work and others did not. Essentially, through unionization, and by asserting clear and transparent hiring practices based on the principle of seniority, contract faculty sought to counter arbitrary meritocratic systems that were often based on highly subjective and sometimes biased perceptions of individuals. And in this project they were joined feminists and other equity seeking groups who identified the discriminatory practices associated with gender, race, and disability that underlay arbitrary meritocratic systems and which resulted in the systemic under-representations of women, visible minorities, aboriginals and persons with disabilities both within full-time and contractualized faculty appointments. Their efforts propelled, as we all know, the enactment of employment equity policies that required employers to make workplaces much more diversified and representative with respect to gender, race and disability.

For many years, unionization helped to afford a greater stabilization of the undergraduate teaching workforce at York, as well as improvements in wages and benefits for individuals doing

contract teaching. York actually built a solid and stellar internationally recognized reputation in this period despite a high reliance on contract faculty, with contract faculty doing the bulk of the undergraduate teaching through the small, introductory college courses and in Atkinson's renowned programs for part-time and continuing students. As we can see from this slide here (slide 1), there have been very few years in the history of York when contract faculty did not outnumber tenured faculty. Unfortunately, we could not locate numbers for earlier years (before 1986) but we have a feeling it reflects the same pattern.

Starting in the late 1980s, contract faculty at York also began tackling the issue of the casualization of academic labour by seeking to build a bridging program for members from contractual teaching within Unit 2 to tenured appointments within YUFA. This project began in 1988 with our much-heralded "Affirmative Action Program" (Article 23.01) (slide 2), also known as the "Conversion Program," which established a job promotion mechanism to tenure-stream positions within YUFA for "long-term employees" in recognition of their "substantial contribution to the University community" but also of the "obstacles" that long-service teaching imposed in finding full-time academic employment, such as the stigma associated with long-term contract teaching and no longer being perceived as 'freshly minted' from graduate studies, as well as having fewer or no opportunities to research and publish due to the demands of teaching.

In its initial years (slide 3), fairly high numbers of Unit 2 members were shifted over into YUFA under the Conversion Program, about 6-8 per year. However, thereafter the number of conversions declined, except for few brief 'blips' in 2003 and 2006-8. This decline was not due to any decline in the number of members in the Affirmative Action pool but connects more to the university's failure to live up to its original commitment around conversions. This has resulted in large numbers of Unit 2 members languishing for decades in precariously employed positions, contributing to the teaching needs of the university but without the benefit and advantages of meaningful opportunities for promotion into stable, tenured positions, or the stabilization of their work within the context of Unit 2.

So, as we mentioned in our overview of our job security proposals back in August, the Unit 2 collective agreement actually documents long standing history, dating to the late 1980s, of us trying to deal the employment precarity of contract faculty members at York, not only through the innovation of the Conversion Program in 1988, but a host of other initiatives as well such as:

- the ill-fated Special Renewal Contract program (SRCs), developed in the late 1990s and then closed in the early 2000s, which transferred high-seniority members over into 5 year contractual teaching positions within the York University Faculty Association (YUFA)

- then there are the innumerable ‘Letters of Intent’ and “Letters of Understanding” appended at the back of the U2 CA (slide 4) regarding, long service guarantees, renewable teaching contracts, etc., that date back to the late 1980s.
- more recently, in 2008/9, we gained Long Service Teaching Appointments (LSTAs), which unfortunately ended up being capped at a mere 57 positions in the last round of bargaining, in 2011/12.

What this all bespeaks is that we’ve tried at York for decades now ‘piecemeal’ approaches to dealing with the issue of employment precarity in CUPE *but they have not worked*. And now we are looking at a context where universities are shifting into relying more and more on contractualized academic faculty. As our figures show (slide 1), York has historically and continues to this day to rely significantly on the work of contractualized faculty to meet its undergraduate teaching needs. Despite the decline that occurred in the mid-1990s to the mid-2000s, in the number of contract faculty employed at York (which was linked to the first of the major cuts in government expenditures to post-secondary institutions and compensated for by replacing the small introductory college courses with the large foundations program classes), York has historically relied on a high number of contractualized faculty to meet its undergraduate teaching mandate. Indeed, in the figures shown here, that span nearly 30 years, contract faculty outnumbered tenured faculty in all but 11 years (again, due to funding cuts not growth in tenure-stream positions). These numbers are taken from York Factbook and while figures for contractualized faculty include some CUPE-exempt instructors, they nevertheless reflect the fact that York has relied to an unprecedented degree – more than most universities – on contract faculty to deliver its undergraduate curriculum.

This point has been emphasized repeatedly in internal documents, such as the LAPS Faculty Complement Implementation documentation and YUFA’s 2009 discussion paper, entitled *Casualization of Academic Labour at York University*. More recently, the report issued by the Higher Education Quality Council of Ontario entitled *The “Other” University Teachers: Non-Full-Time Instructors at Ontario Universities* (2014), specifically notes that at York, unlike other universities, has over-relied on contract faculty to meet its teaching needs. As the authors point out on p. 36 of that report: “The growth in the number of sessional instructor assignments...has far outpaced the growth in the number of full-time faculty appointments.”

Our argument here today is that Unit 2s work needs to be stabilized – in recognition of the substantial contribution we have made and continue to make to the university’s undergraduate mission. *It is time to do this* both for the benefit of those who work in these precarious positions but also for the benefit of the university and the quality of undergraduate teaching. This is “*our time*” and something needs to be done in this round of bargaining to improve working conditions for York’s contract faculty so that we can improve our students’ learning conditions.

To use what is now becoming an oft quoted phrase: “our working conditions are students learning conditions.” This is something all the contract faculty member present here today can attest to.

We all know York University is experiencing a problem with its “reputation.” Part of the problem no doubt has to do with security issues and issues of sexual violence on campus, something we’ve tried to address in constructive ways in our proposals that we’ve tabled. But another major factor in York’s reputational problems, in our view, is related to the precarious state of employment for Unit 2 members who deliver the bulk of undergraduate teaching at York – indeed, a number of us are increasingly also contributing to graduate teaching and supervision at the university. We are well aware – even if the university is not – of how our precarity often interferes with and undermines our ability to deliver good quality education to students and meet their needs. The problem is not our pedagogic approaches. We are good teachers. Rather, the problem lies in the conditions in which we must struggle to deliver the education we impart.

This fall, towards the end of September, contract faculty were all taken by surprise (especially those of us who have been here for a while) to receive a personalized “Welcome/Welcome Back” email from Sue Vail, Associate Vice-President Teaching and Learning. This email provoked quite a response on our Unit 2 listserv and, subsequently, a town hall organized by the union to discuss problems with our working conditions and this fall’s late NRAs. I’ve edited these listserv posts and minutes from that meeting to remove any identifiable names or departments, but I’ll just cite a few of these comments to highlight how Unit 2’s precarity significantly erodes our ability to deliver quality education. These comments clearly demonstrate, should you need any convincing, the often difficult conditions Unit 2 faculty struggle with to deliver undergraduate courses at York:

I got it, but I don't think I have ever seen such a "welcome" memorandum before, aimed at contract faculty. Are they trying to make us feel more a valued part of the university? Real offices would help more! I have to hold office hours in my tutorial rooms as there is no place for me on Fridays, even a shared office.

At one of the off-campus sites where I teach, there is no longer a photocopier. We have to give a week's notice for any copying. Oh, and we're allowed 15 sides per student, which may be the same across the university, but I don't know.

I am starting to think that we should write a thank you note for the welcome note and mention these working conditions. Not in any sarcastic way but politely. For example, since they were so kind as to refer us to the teaching commons may be they have an idea what to do about the photocopy situation which prevents you from implementing active learning strategies such as the one minute paper where you are supposed to hand out one sheet of paper per student per week and which would most likely be impossible with your limit. [edited] wrote about having a very old computer. I do not have a computer in the office where I am supposed to have my office hour.

I would like to echo[edited]'s comments on 2 and 3. In particular, the short time I am given between appointment and teaching has involved a lot of crazy last minute prep. None of that is paid for. Added to the uncertainty of whether you will get a contract or not (and the organizational chaos that creates in your home life) it makes the end of the summer very stressful and difficult. Almost every year for the past few years I have received last minute appointments and had to do a lot of end of summer work.

I've actually had the usual number of late-joining students, but I think at least part of the answer to "what went wrong" is pretty simple – the university pushed the cancel date for courses the admin thought "under-enrolled", ie short of an artificial target perhaps relevant to the world of commerce but irrelevant to pedagogy (and to students paying fees). So, while many students couldn't enrol at all or couldn't choose their electives until they had made enough summer money - so this system discriminates against hard-working, low-income students - at the same time, those who DID enrol by August 1, often suddenly found that one or more of their courses had been cancelled, and then had to scramble to find another one.

There needs to be some communication policy around late appointments because students don't understand this and we are being evaluated on whether we are organized and prepared. In this case, it was not the fault of the department, I am being evaluated as being not prepared. This whole issue of evaluation is going to become way more important than it is now and will have an impact on our future employment. I am explaining it to the students but they don't understand.

I thought it was taking a long time to approve my course because of bureaucratic processes, but I still didn't have a contract on August 30st. At this point, I no longer exist in the university system. I can't reserve textbooks in the library or access any services, set up my course on Moodle. When I was finally hired, on August 27th, my library account had expired. This caused me a lot of stress and extra work, and I am also concerned about my course evaluations and the learning conditions of students.

In [edited] this year, we didn't get an NRA until August 13th. You need 18 days with an NRA, so we are into Sept before signing contracts. I was not told that I was grieved. I was under the assumption that there was no problem and that I would sign my contract when the NRA was up. They were emailing us the contracts and we were scanning them to return them. On Sept 3rd, [edited] in the department were totally overworked and told me that they didn't send me a letter telling me I was grieved. I was already doing work and still didn't know if I was getting the course. On Sept 7th, I was told that I was being mailed the contracts, but they never arrived. I went to teach the course for the first time not knowing if someone else was showing up to teach the course. I found someone in the hallway and she happened to have my contracts ready for me to sign, but if I didn't happen to run into the person who had my contracts, I would have entered the classroom not knowing whether I was teaching the course.

The departments that most affected in Unit 2 seem to be [edited] they are two of the largest employers for Unit 2. There were unit 2s going into the second week of teaching

who still didn't have TAs appointed to all of the tutorials in their course. This puts added stress on the CD.

Some Unit 2 contract faculty got a thank you note for working at the University. I want to have a draft that I would like sent on behalf of contract faculty that says, "thank you for the note, but here is how my working conditions have been affected" –You value me but you won't give me an office, the photocopier doesn't work, I don't have access to computers and printing, I am excluded from department meetings

What our members are saying is nothing unusual. There are innumerable published reports, scholarly articles, and books, published over the last decade or so, on the issue of precarious labour in the post-secondary education sector and how this negatively effects both the delivery of quality education, as well the contract faculty working in these conditions.

While other universities might be able to sustain the negative impact that the casualization of academic has, York has not and cannot as evidenced by our declining enrollments and reputation. Our poor reputation as a university is not down to the poor teaching abilities of our faculty. What the stories from our members demonstrate is how structural problems associated with precarious academic employment effect what happens in the classroom.

As York's existing teaching-stream faculty, Unit 2 members have been tremendously encouraged by the fact that York is increasingly putting greater emphasis on teaching and student learning experiences as a top priority of the university. This is a significant change from 2008/9. But our members are also very cognizant of the fact that to make these new teaching and learning initiatives *meaningful* at York requires significant changes in the structure of Unit 2 work and our working conditions. As we discussed in August, the YU start program is great initiative that promotes undergraduate student engagement and integration before the start of classes. But the fact that contracts for Unit 2 members don't start until September 1st poses a major impediment to the success of this program. Similarly, many of us are feeling the pressure from departments to have syllabi fully prepared and submitted to departments by early August. Again, again this is a practice we are increasingly questioning since many of us are not on contract with York over the summer months and really we shouldn't have to submit this until our contracts start. Students also want these course syllabi before the commencement of classes, but how do we provide this when many of our members are hired for courses at the last minute, in late August or the beginning of September? Late hirings also impedes having our book orders and Moodle sites ready for the startup of classes.

As you'll see, when we get to our wages and benefits package, Unit 2 members are very aware of the increased demands that are being put on us, not only before courses start, but also in terms of the added work that we are increasingly expected to do for the university without pay. For example, we are expected to attend plagiarism committee meetings, we are receiving more and

more requests to sit on graduate committees (especially at the MA level), or conduct undergraduate directed reading courses, supervise undergraduate senior theses, and constantly attend teaching development workshops. We have all acutely felt the pressures to do more and more of this work, none of which we are compensated for, and much of which is difficult to undertake, especially the teaching development demands being put on us when many of us are teaching a high volume of courses here or when members are engaged in what we call “itinerant” teaching, teaching at multiple institutions across southern Ontario in order to carve out a living. There is often not much time for anything else beyond meeting what our contracts specify as the requirements of our work. We do not view all these added expectations around our work as fair or equitable when we are not actually compensated for these efforts

There is a fundamental contradiction between the rhetoric that York advances (around its commitment to undergraduate education and enhancing student learning experiences) and the reality of our working conditions (which significantly erodes opportunities to deliver quality education). This is why we are presenting, in this round of bargaining, an innovative package of proposals around Unit 2’s job security issues that we feel will help to significantly advance York’s reputation as an institution *meaningfully* committed to the quality of education and principles of fairness, equity, and social justice for faculty and students alike. We view this as an important equity issue. Unit 2 members have reached the point where we believe we deserve the respect and recognition commensurate with the significant contributions that we’ve made over the decades towards fulfilling the teaching needs of the institution

As the majority teaching faculty at York, our position is that it is institutional practices and the instability they generate that play a significant role in eroding York’s reputation as a post-secondary institution. The good news is that institutional practices can change, and with what we are proposing, they can change with very little financial cost to the university, but huge “savings” around its reputation.

So now I’ll go over some of the key components of our job security package with respect to Conversions, LSTAs, and Continuing Sessional Status.

Conversion Program: BPs 62, 63, 64, 66

We are seeking in this round of bargaining some significant changes to our Conversion program.

In regards to BP 62 adding Alternate Stream to preamble to Affirmative Action Program Article 23 (slide 7):

“Furthermore, effective September 1, 2014, in light of the significant broadening of Alternate Stream tenure-track appointments in the 2012-2015 YUFA collective agreement, the parties agree to uphold their commitment to the Affirmative Action Program in order to meaningfully expand opportunities for long-term employees.”

We are adding this emphasis to Article 23 to remind York that a commitment was made long ago to Unit 2 and in our view this commitment has not been upheld over the years.

Adding to the motivation underlying updating this clause is, as well, and as we all know, is the expansion of the Alternative Stream language in the YUFA collective agreement in 2012, which came out the failure to negotiate with CUPE something akin to the SRC program in 2008/9.

In that round of bargaining, you had advanced a highly problematic Teaching Stream Appointment (TSAs) proposal that both our members (in the forced ratification vote) and then subsequently YUFA, in 2011 (in their side-bared workload negotiations) rejected because it was so watered down and contradicted so fundamentally the provisions of the old SRC program and YUFA's collective agreement provisions. Then, in its 2012 negotiations, YUFA ratified expanding its existing Alternative Stream article to allow all departments across the university to utilize these tenured teaching-only positions, subject to a 15% cap of the total salary rates of the YUFA bargaining unit, which I believe translates into about 300 positions.

We have noticed in job ads for these positions at York. So far have been utilized mainly in the STEM programs (science, technology, engineering, and, in the case of York, health studies rather than medicine). There are currently two Alternate Stream positions posted on the Academic Employees Opportunities website for the Lassonde School of Engineering. For these positions, the university is using rank titles of Assistant/Associate/Senior Lecturer and the teaching load is 3.5 courses, plus "providing leadership" within departments on pedagogic development and regular university service.

Hence, in this round of negotiations, we are seeking to add conversions to the Alternative Stream to our Affirmative Action language in Article 23 to flag that, as the long-standing, majority, teaching-only faculty at York, we believe we should now also be converted to these YUFA positions, as well as maintaining conversion options to the professorial stream at York.

BP 63 changes the language to reflect what we are proposing in BP 64 which is to make conversions be automatic.

The reason we are proposing automatic conversions comes back to the issue of equity. Many of our members have experienced considerable barriers to obtaining conversion appointments – at all three levels of the conversion appointment process (unit, faculty and provostial). Again, this is linked to what many of us believe are arbitrary and inequitable meritocratic systems and biased perceptions, especially of longer-service Unit 2s. Some members are concerned that conversion appointments are drifting towards the bottom of the pool, i.e. those who've just entered the Affirmative Action pool. But the main concern is that the number of conversion appointments have not kept pace with the number of Unit 2 members entering the Affirmative Action pool each year, leading to "blockage." We have a tremendous "blockage" now as we

have 150 members in the Affirmative Action pool. And we feel a major cause of this “blockage” is the university’s failure to live up to the commitment it made in the late 1980s in terms of providing a viable and meaningful bridge into tenure-stream positions within YUFA.

So what we’re after in this round of negotiations is, first, to settle some accounting in terms of what we believe the university owes us, and second, make sure that these kinds of “blockages” and the buildup of numbers in the Affirmative Action pool doesn’t happen again in the future.

So this is why we are proposing automatic conversions as it will prevent members from getting stuck for decades in the Affirmative Action pool. If we go back to the conversion numbers and take 6 per year as the norm, by our calculations the university owes us nearly 70 conversion appointments right off the bat to compensate for all the years that York did not live up to its original commitment.

We would like to point out here too that there has been no substantial increase in the incentive funding to the conversion program for at least a decade or more. Yet the university’s revenues, according to the Financial Statements that you provided us, have grown. Just from 2010 to 2014 alone, the total revenues of the university grew from 890 million dollars to over one billion, a 14.2% increase, while expenses (including salaries) grew only by 11% . That’s a \$126 million dollar increase in revenues over 4 years. Much of this gain has come from student fees which increased 28.8% (nearly 30%) over the 2010-14 period. Over this same period, the percentage of faculty within YUFA grew 12.2% while number of contract faculty teaching at York grew by 28%, according to the York Fact Book figures.

So what we are suggesting here, is that much of the revenue generated from undergraduate teaching has come from and through the hard work of Unit 2 members and so we are seeking meaningful credit for the “substantial contribution” to the university community that our Affirmative Action language is supposed to recognize, which means automatic conversions for those who are currently in the Affirmative Action pool and going forward, automatic conversion once someone enters the conversion pool.

We noticed in the costing that you provided us a few weeks ago that you pegged the estimate for our automatic conversion proposal quite high. We’re assuming you based this figure on what it would cost to convert the whole pool, all 150 members. Correct? However, if you look at what we are proposing, our conversion proposal is only for members in the Affirmative Action pool who realistically can meet Tenure and Promotion requirements within 5 to 6 years once they’ve been converted, which essentially means members who have completed PhDs, and who have some evidence of research and publishing (in case of professorial stream) or who have demonstrated a commitment to teaching development and pedagogy (in the case of the alternative stream). This cuts the numbers down significantly.

Last year, the university received 23 applications for conversion. No doubt there are other Unit 2 members in the Affirmative Action pool who are qualified candidates but who have, quite frankly, given up applying due to the barriers they've encountered in the appointment process. So taking a conservative estimate, we would think that about half of the conversion pool could qualify for a probationary appointment within YUFA. That's roughly 75 members. Then going forward, in reality, about 6 to 8 Unit 2 members enter the conversion pool a year on average. There is some fluctuation in this figure from year to year, as the figures that you gave us demonstrate, but for the most part, and on average, it's about 6 to 8 members who enter each year. So basically what we are doing here by suggesting "automatic" appointments is just restoring conversion numbers to what they once were when the program started.

BPs 66

This is essentially just a housekeeping proposal deleting reference to conversion being an application process

Now, moving on to BPs 70 to 76, we'll start with the LSTA proposals and then conclude with a new initiative we are suggesting -- Continuing Sessional status.

What we are doing here, with these proposals, is seeking ways to stabilize work within Unit 2 for members who don't or can't choose the conversion option, and generally for those who don't meet the eligibility criteria for the Affirmative Action pool (i.e. members who only teach one or two courses at York, but have in some cases done so for years) and junior Unit 2 members who are just coming into the unit and trying to build up their seniority

LSTAs: BPs 71-76

BP 76 is removing the cap that was imposed in the last round of bargaining that limited these types of appointments to only 51 positions. Such a restrictive cap does absolutely nothing to help stabilize teaching within the context of Unit 2 and, as you know, from when this program was first achieved, the intent was to see these types of positions grow (i.e. there was no cap on the overall number of LSTA positions at the university when these were negotiated in 2008/9.)

So in BP 76 we are proposing the cap be removed and also that the teaching reviews be removed for any renewals, which flows from a recent grievance that was settled in our favor.

BP 75, like conversions, seeks to make LSTAs automatic upon meeting the eligibility requirements outlined in Article 24.01. Again the rationale here is members who have a demonstrated teaching record at the university and who have made substantial contributions over the years to undergraduate teaching at York (with considerable cost savings to the university, we might add, and as we demonstrated earlier in this presentation) should not have to go through an application process just to maintain the work that they already doing and have been doing for

years before getting these positions. Our position is that the Unit 2 collective agreement already contains mechanisms for teaching reviews of our members (Articles 13.01 and 13.02) that provide ample and adequate opportunity for review of Unit 2 members work. There is categorically no need for yet another additional review to enter the LSTA program, especially since, as is evident in the proposals that we are presenting, we are simply seeking to stabilize work that Unit 2 members already do for the university and have been doing for years, decades in many instances. Hence BP 75 is asserting that LSTAs should be automatic upon meeting the eligibility requirements.

BPs 73 and 74 are simply again more housekeeping items designed to correct what we view as a troubling trend around LSTA appointments that undercuts completely both the spirit and the intent of the program, which is to stabilize Unit 2 members in the teaching work that they have already been doing, not appoint them willy-nilly wherever the university's administration sees fit. So BPs 73 and 74 are slightly changing the wording of articles 24.02.2 and 24.03 in the Unit 2 collective agreement to make sure the university has really clear language around this and understands completely to which courses and hiring units LSTAs should be appointed.

Finally, BPs 71 and 72, are pretty straight forward.

BP 72 is seeking to increase LSTA appointment to 5 years and increase the course guarantee to 3.5 course equivalencies, as well as slightly increase the additional compensation from \$2000 per full course equivalent to \$2,300 (which is equivalent to approximately 0.5 CD).

BP 71 is seeking to lower the eligibility requirements, which are currently 5 years within the Affirmative Action pool. Instead, we are proposing that the eligibility for an LSTA be 5 years holding a Continuing Sessional Status position at a teaching at an intensity of an average 2.5 full course equivalents over the three previous years. What we are proposing detaches the eligibility for an LSTA from the AA pool and instead uses the LSTA program to help build opportunities for more junior Unit 2 members that will allow them to meet the teaching intensity and years of service required to be eligible for conversion.

So instead of having the LSTA contained within the Affirmative Action pool, we are proposing that it become instead a program that can operate as a stepping stone that can meaningfully facilitate movement for some Unit 2s towards a more secure, tenure-able appointment. The way we have re-structured the program in BP 72 (5 year appointments at 3.5 courses or course equivalencies) is precisely to give LSTA members the teaching intensity requirements and years of service required to qualify for the AA pool and thus a conversion appointment, if a member so chooses. If someone in Unit 2 chooses not to seek a conversion appointment, then they simply continue holding their LSTA within the bargaining unit.

Continuing Sessional Status: BP 70

Now onto the final proposal in our job security package; BP 70 is a new job security mechanism that we are proposing to add to our collective agreement.

Continuing Sessional Status is not really “new,” in the sense that it has been used at other universities in Canada, notably University of Victoria, which I believe, scores much higher in university rankings than York? *Maclean’s* placed the University of Victoria 2nd in their comprehensive rankings in 2013 (much higher than York’s 8th spot). Continuing Sessional positions are not new in the sector, but we are seeking to add this provision to our collective agreement in this round of bargaining, again, with the intent of stabilizing work within Unit 2.

Broadly speaking, here’s how it works. Once a U2 member has taught a minimum of 1 Type 1 or equivalencies over a three year period they’ll be automatically designated Continuing Sessional status. Upon being designated a Continuing Sessional, members will be guaranteed a minimum course load based on the average number of Type 1 or equivalencies that they held prior to gaining Continuing Sessional status. So someone teaching one course over a three year period would be guaranteed that upon being designated a Continuing Sessional. If they had been teaching two courses, then that’s what they’d be guaranteed and so on.

All other provisions regarding Article 12 Appointments in our collective agreement would apply. So as members gain additional work, they’d subsequently be guaranteed that workload, up to the 5.5 CAP. And just to note, this assurance of work relates to members’ teaching areas and expertise. It is not tied to specific courses.

The unique aspect of this proposal is that we are proposing to shift Continuing Sessional appointments from an application to an appointment process in the sense that, while all provisions of Article 12 still apply, and while all members who have been designated as a Continuing Sessional will still have to submit and updated CV and blanket application each year. we are proposing that this process be done much earlier in the year, on or before August 1st, so Continuing Sessionals can be taken into consideration in curriculum planning in the fall by hiring units. Essentially, members will still submit a CV and blanket application, but once hiring units have completed full-time faculty course assignments for the coming year (summer and fall/winter terms, which is usually done in and around early October), the onus will be on the hiring units to place their Continuing Sessional by issuing NRAs to them for the subsequent summer and fall/winter terms and doing so by December 1st. Any bargaining unit work not filled by employees designated Continuing Sessional status will then be subsequently posted to the bargaining unit as per the dates and provisions prescribed in Articles 11 and 12 in our collective agreement.

We feel this proposal will go a long way towards stabilizing work within Unit 2 and is especially a critical mechanism that can help junior Unit 2s build work more quickly so that they can qualify for LSTAs and, eventually, conversions at a much earlier stage than what has been the case for many of us who have been around for years, even decades before we get into the

Affirmative Action pool. The Continuing Sessional proposal, together with our LSTA and Conversion proposals have been designed in a way to try to get more interconnection between our programs and provide meaningful opportunities for flow and mobility through these programs to more stable forms of work either within YUFA or within the context of Unit 2 bargaining unit work. It's essentially to stop the "blockages" and get "flow" and movement happening. The flow chart that you've been given gives a graphic illustration of how we see these proposals working together.

Last August when we had our first meeting you articulated the hope that we could have a positive and constructive round of discussions about how to develop and enhance teaching at the university in ways that are sustainable and that could position York better in terms of meeting enrollment targets and regaining the market share that the university once enjoyed. We are asserting here today that what you have before you in terms of our job security package will go a long way to achieving that. Without stabilizing the work of contract faculty at the university, with respect to undergraduate teaching, the reputation and the university's concerns around market shares, retention rates, and sustainability will not improve.

I'm sure we'll come back to this issue later in our negotiations, but regarding the points you raised last week about studies that suggest large class sizes and more online/blended instructional formats are not necessarily impediments to good learning and the quality of post-secondary education. I'm sure those studies exist. But there are just as many studies that suggest these pedagogic issues are impediments. The literature on MOOCs (Massive Open On-line Courses) which the university is now trying to develop, show dropout rates of 90% with this type of instruction. For a university concerned about retention rates, why are we so eagerly heading in this direction? This is somewhat of a rhetorical question as we know pressure to do so is coming from the province. But here is precisely where York needs to get creative and develop its own strategic directions if we really want to see the reputation of this institution restored to what it once was. This is why we are presenting to you today a creative set of proposals that will help in this project.

As the existing teaching stream at York, we are certainly looking to shift our members into teaching-only positions within YUFA, but we are also seeking to stabilize work within Unit 2, because, without such stabilization, the bulk of York's undergraduate teaching workforce will remain in highly unstable, precarious positions, which as I pointed out earlier in this discussion is absolutely not good for students and the quality of education we offer. It is also not good for the health and well-being of our members. This was articulated by members at our town hall and over the Unit 2 listserv. The stress associated with precarious work at York takes an enormous toll on contract faculty.

Also, even if we were to shift 300 Unit 2 members tomorrow into the proposed maximum number of alternative stream positions that YUFA could have, it would still leave close to 1000

contract faculty languishing in precarious working conditions with CUPE Unit 2. This is not sustainable for us, or for students at York.

So, hopefully, through what remains of our negotiations we can start to clarify what the university really means by “sustainability.” Who’s sustainability are we actually talking about? The beauty of our Continuing Sessional proposal is that it is a “no cost” item. This is about stabilizing the work that Unit 2 does at York and will continue to do (despite our complete omission or absence from the AAPR report, which I have no doubt we’ll also be discussing in our upcoming meetings). Continuing Sessional status is actually a proposal that will save the university money by stabilizing Unit 2 members in assured appointments. It will save the university the considerable sums of money it now spends on grievances, having to re-issue NRAs, etc. etc. We noticed you found this proposal “difficult to cost” in the costings that you gave us a few weeks back. However, it’s really not that difficult. Continuing Sessional status is a “cost saving” proposal.

Our costing of this proposal alone puts the savings for the university at around ¼ of a million a year (\$250,000) in monies spent in staff wages (calculating in here AER, CUPE and YUSA, YUFA UPDs and Chairs), legal costs, and all the paper we use up in endless and endless rounds of grievance over course appointments. This would be a huge savings to the university. So while some of our other proposals might have some associated costs, we hope you will stick to your word, when at our October 28th meeting you said that you would consider cost-saving suggestions in the costing of our proposal package.

Just one final point, based on a motion passed by contract faculty at a CUPE Special General Membership Meeting, all our job security proposals (BPs 62, 63, 64, 66, 70, and 71-76) must be dealt with simultaneously by your side of the table as they are interconnected. So, for example, we cannot accept something back on the LSTAs one day without any response around Conversion or the Continuing Sessional proposals, etc. So when you present responses and counters to BPs 62, 63, 64, 66, 70, and 71-76, they must deal with all the proposals simultaneously.

So (slide 8) we are ready for a fair contract. Our teaching conditions are our students’ learning conditions (slide 9) and we are more than ready to shake on a deal (slide 10). You haven’t met my dog, but many of the members present here today and even she wants a fair deal for CUPE 3903 Unit 2 (slide 11).

Addendum on Internal Hiring
Presented by the CUPE 3903 Grievance Officer Re: BPs 65, 67, 68

1. Internal hires are a common practice. For example, at Queens University a majority of external faculty job search announcements include the phrase "Internal candidates will be considered first". This is also true at York, but it is generally only used for clerical work.
(Source: <http://www.queensu.ca/humanresources/apps/jps/external.php>)

2. The Employer may argue that in a 'competitive' job market, there is a need to hire the best people from all over so faculty hiring cannot be limited to qualified, internal applicants. In regards to this policy, we would point out that:

a. Matthew Bidwel, a University of Pennsylvania business professor, has argued that internal hires are important in high-level competitive jobs (such as high-level finance) because of institutional knowledge. It takes new employees two years to catch-up to the particularities, there is less attrition/failure to meet expectations because already know there is a fit between the workplace and the employee, and they already have knowledge of internal candidates' strengths. These are the main reasons that he has found that even in the face of increased 'worker mobility' in the last several decades, internal labour markets are still going strong.

(Source: <http://knowledge.wharton.upenn.edu/article/why-external-hires-get-paid-more-and-perform-worse-than-internal-staff/>)

b. Harvard University does internal hiring for tenure track jobs, and has seen good results:

Those routine announcements by the Faculty of Arts and Sciences (FAS) -- one each week during this past July -- signal something new at the University. During the past half-decade, Harvard's system for appointing tenured (full) professors has been altered fundamentally. In the past, senior scholars were for the most part hired laterally, from other institutions. Now, assistant and associate professors (untenured ranks at Harvard) are hired on a definite "tenure track." In fact, FAS officially prefers "tenure-track professors" to the previous term, "junior faculty."

....

What are the results? For the 2008-2009 academic year, Singer said, Harvard approved 41 tenured appointments: 20 internal, 21 external. For 2009-2010, she said, 47 appointments were approved, with 29 internal: more than 60 percent. FAS data show that of the 41 people who began tenured positions in the 2008-2009 and 2009-2010 years, 22 were promoted and 19 were external recruits. Smith indicated that future results would likely be in line with those proportions.

Does Harvard sacrifice quality in making professorial appointments this way? Singer insisted that appointment standards are unaltered. She noted that peer institutions "have managed to do this for much longer than we have," while touting the quality of their faculties. Assessing a younger scholar's work and promise on seven to nine years of evidence is "a lot of data," she said. In the meantime, her data and Smith's indicate that Harvard continues to make lateral appointments of more senior professors, too.

(Source: <http://harvardmagazine.com/2010/09/the-new-tenure-track>)

c. The University of New Mexico also does internal tenure-track hires.

(Source: <http://onesource.unm.edu/tx.php?nm=how-to-hire-a-tenure-tenure-track-professor-through-an-internal-competitive-search-44>)