

## **CUPE 3903 Framework on Job Security – March 13, 2021 (For use in mediated sessions with Albertyn)**

### **Index:**

1. Principles of job security: Page 1
2. Equity hiring: Page 2-6
3. Continuing Appointment Program (CAP): Page 7-18
4. Transitional Appointments Program (TCA): Page 19-24
5. Long Service Teaching Appointments (LSTAs): Page 25-28
6. Long Service Reward Program (LSRP): Page 29
7. Post-retirement benefits: Page 30-31
8. Conversions: Page 32-37

### **CUPE 3903's Principles of Job Security**

1. Security at all career levels and for a majority of members – provisions that make work accessible for equity-seeking members, as well as provisions that empower members to retire and move on in a dignified way when they feel ready to do so
2. Steady, predictable work – livable income and manageable teaching intensity – enough notice to prepare courses, and enough regularity in assignments that courses and pedagogy can evolve over time – these are factors that serve Unit 2 members as well as students
3. Recognition of seniority and incumbency -- no creeping qualifications or moving goalposts – if you are qualified to teach, you remain qualified – no need to keep applying and proving qualifications – no need to go through performance evaluations unless there is an opportunity for advancement (as is the case in YUFA)
4. Automatic/mandatory and transparent programs -- not susceptible to favouritism and other Employer manipulations and loopholes – while programs like LSTA and TT Conversions recognize long-service and excellence, a minimum level of job security should be available to most members as a right, not a reward
5. Respectful work culture, and functioning mechanisms of recourse - A sense of belonging in the department/faculty where one teaches - contract faculty are not a second class of workers, but essential members of the York University community - policies and practices that do not foster harassment/toxic work environments - actionable commitments to address racism and other forms of discrimination for all workers - accessible, functional systems to correct workplace problems

**JOB SECURITE MEASURE #1: EQUITY HIRING**

| CURRENT CA LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LATEST UNION PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>12.04.1 Appointments shall be made as follows:</p> <p>(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate on the basis of her qualifications and experience to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, her curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.</p> <p>(ii) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the preferred and required qualifications according to the provisions in (iv).</p> | <p><b>Presented on February 28:</b></p> <p><u>Article 12.04</u><br/> <u>A. In order to correct systemic under-representation of equity seeking groups, the parties commit to achieving the following appointment goals: (i) appoint members of the five employment equity groups (i.e., Indigenous people, persons with disabilities, BIPOC, women, and 2SLGBTQIA people) to a minimum of 65% of all the CUPE courses being offered in the department (after calculating LSTA and CSSP appointments), and (ii) appoint 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people). The foregoing equity thresholds will be assessed annually on the basis of appointment numbers per department.</u></p> <p><u>B. The parties recognize the necessity for the collection of data in order to achieve the goals set out in article 12.04 A. The Employer undertakes to provide data from the self-identification surveys in the blanket and specific application processes, in accordance with article 22.02(i), including the following information for each contract: whether the</u></p> | <p><b>Presented on February 28:</b></p> <p>12.04.1 Appointments shall be made as follows:</p> <p>(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate on the basis of <del>her</del> <u>their</u> qualifications and experience to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, <del>her</del> <u>their</u> curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.</p> <p>(ii) <u>Pool of Candidates with Required and Preferred Qualifications:</u><br/> a. Where no appointment is made under (i), then the appointment</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(iii) Where no appointment is made under (i) and no candidate has the preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications according to the provisions in (iv).</p> <p>(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of;</p> <p><b>LONG-SERVICE OVERRIDE:</b></p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which she has accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (iv)(a), she shall be appointed;</p> <p>(c) Where there is more than one candidate in (b), the candidate with the</p> | <p><u>applicant previously held a Unit 1 contract, gender, identify as 2SLGBTQIA, identify as BIPOC, identify as Indigenous, identify as a person with Disabilities. By September 30 of each year, the data for all those appointed in the previous year, broken down by department and faculty, will be presented at the Labour Management Committee, the Employment Equity Committee, and to the Union Equity Officer.</u></p> <p>12.04.1 Appointments shall be made as follows:</p> <p>(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate on the basis of her qualifications and experience to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, her curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.</p> | <p>shall be made from among the candidates with the preferred and required and preferred qualifications, <u>subject to (ii)(b) and accordingly to the provisions in (iv).</u></p> <p>b. <u>Where one or more candidates are in the pool of candidates by operation of Article 12.06.1 Incumbency and those candidates self-identify as Aboriginal (Indigenous) or Visible Minority (Racialized), then priority for the appointment shall be given to such candidates. Where there is more than one such candidate the appointment shall be made accordingly to the provisions in (iv).</u></p> <p>(iii) <u>Pool of Candidates with Required Qualifications: Where no appointment is made under (ii) because no candidate has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and accordingly to the provisions in (iv).</u></p> <p>(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University,</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>most years of such service shall be appointed except as follows;</p> <p>(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> <p>(e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.</p> <p>(f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work. The LSO shall apply if the appointment would be made to a person who is themselves a member of an employment equity group for bargaining unit work.</p> <p>For the purposes of the Long Service Override, service in Unit 1, including service accrued per Article 15.08.3, or as a full-time faculty contractually limited appointment at York, or per Article 17.06.1, shall count as bargaining unit experience.</p> | <p>(ii) <u>Pool of Candidates with Required and Preferred Qualifications:</u></p> <p>a. Where no appointment is made under (i), then the appointment shall be made from among the candidates with the <del>preferred and required and preferred</del> qualifications, <u>subject to (ii)(b) and accordingly to the provisions in (iv).</u></p> <p>b. <u>Where the parties have not achieved the equity seeking thresholds set in article 12.04A, appointments shall be made as follows: where a BIPOC member holds incumbency in respect of a course, the senior BIPOC incumbent will be recommended for appointment to the course. They will not be displaced by a grievance that would result in the appointment of a non-BIPOC member. In such a case, the otherwise senior qualified candidate, within the meaning of Article 12.04.1, shall receive the entitlements set out in Article 12.17.1. The parties agree to review the process through the Employment Equity Committee.</u></p> <p>(iii) <u>Pool of Candidates with Required Qualifications: Where no appointment is made under (ii) because no candidate has the required and preferred qualifications, then the appointment shall be made from among the candidates with the</u></p> | <p>subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of;</p> <p>LONG-SERVICE OVERRIDE:</p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (v)(a), she shall be appointed;</p> <p>(c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;</p> <p>(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> <p>(e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><u>required qualifications and accordingly to the provisions in (iv).</u></p> <p>(iv) (a) The candidate with the most experience gained in applicable teaching, demonstrating, tutoring and marking within the University, subject to Articles 12.09 and 12.10, shall be appointed and, where applicable prior experience is equal, the candidate with the desirable qualifications shall be appointed, except in the case of;</p> <p>LONG-SERVICE OVERRIDE:</p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which they have accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (v)(a), she shall be appointed;</p> <p>(c) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;</p> <p>(d) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;</p> | <p>(f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work. The LSO shall apply if the appointment would be made to a person who is themselves a member of an employment equity group for bargaining unit work. For the purposes of the Long Service Override, service in Unit 1, including service accrued per Article 15.08.3, or as a full-time faculty contractually limited appointment at York, or per Article 17.06.1, shall count as bargaining unit experience.</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>(e) Where two or more candidates have equal years of such service and equal applicable prior experience, then the candidate with the desirable qualifications shall be appointed.</p> <p>(f) Long Service Override (LSO) shall not apply to appointments that would result in a displacement of a person who is a member of an employment equity group for bargaining unit work. The LSO shall apply if the appointment would be made to a person who is themselves a member of an employment equity group for bargaining unit work. For the purposes of the Long Service Override, service in Unit 1, including service accrued per Article 15.08.3, or as a full-time faculty contractually limited appointment at York, or per Article 17.06.1, shall count as bargaining unit experience.</p> |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LATEST UNION PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>12.01 CONTINUING SESSIONAL STANDING PROGRAM</p> <p>Eligibility</p> <p>Bargaining unit employees shall be granted Continuing Sessional Standing upon the completion of three consecutive contract years (September 1 to August 31) with an average annual minimum teaching intensity of 2 Type 1 or equivalent positions over the three years. Further:</p> <p>(i) All employees who met the criteria outlined above as of September 1, 2014 will be granted Continuing Sessional Standing effective the date of ratification of the 2014-2017 collective agreement.</p> <p>(ii) All employees with Continuing Sessional Standing will retain this status unless and until such status ends pursuant to the terms set out below.</p> <p>(iii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for Continuing Sessional Standing have been met.</p> | <p><b>Presented on March 13</b></p> <p><u>ARTICLE X: Continuing Appointment Program</u></p> <p>1. <u>Eligibility</u><br/> <u>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible for a Continuing Appointment:</u></p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ul style="list-style-type: none"> <li>• <u>5 years of service in the bargaining unit (3 years for members of Employment Equity groups)</u></li> <li>• <u>Average annual minimum teaching intensity of 1 Type 1 or equivalent assignments (0.5 Type 1 or equivalent for equity seeking groups)</u></li> <li>• <u>Not currently holding an LSTA.</u></li> </ul> <p>2. <u>Appointment Process</u></p> <p>(i) <u>All hiring units that employ CUPE 3903 members as per Article 3.01.1 that are eligible for the CAP as per the above eligibility criteria must participate in the CAP.</u></p> <p>(ii) <u>A list of eligible employees shall be produced by the Employer by October 1st of each year, with the appointment</u></p> | <p><b>Presented on February 20</b></p> <p><u>Article XX – Continuing Appointment Program</u></p> <p>1) <u>Eligibility</u><br/> <u>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible to apply for a Continuing Appointment:</u></p> <p><u>Minimum Service-Based Eligibility Criteria</u></p> <ul style="list-style-type: none"> <li>• <u>7 years of service in the bargaining unit</u></li> <li>• <u>17.5 Type 1 or equivalent assignments in the bargaining unit over the past 7 years</u></li> <li>• <u>1 Type 1 (course director) assignment in the bargaining unit in each of 6 of the last 7 years</u></li> </ul> <p>2) <u>Terms of Continuing Appointment</u></p> <p>a. <u>A continuing appointment may be held in one or two academic units. Continuing appointments carry the commitment of a minimum annual number of teaching assignments based on the applicant’s average number of teaching assignments over the 7-year qualifying period for teaching intensity as follows:</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LATEST UNION PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                      |                                                            |           |     |               |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|------------------------------------------------------------|-----------|-----|---------------|-----|
| <p>Appointment Process</p> <p>(i) A list of employees who have Continuing Sessional Standing shall be produced by the Employer by October 1st of each year.</p> <p>(ii) On or before each November 1st, employees with Continuing Sessional Standing shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Standing appointment exercise by filling out the appropriate section of the Blanket Application Form.</p> <p>(iii) By no later than January 22nd, a list of all of the courses identified for Unit 2 posting for the upcoming Summer, Fall and Winter Terms as of this date will be posted electronically in a location accessible to employees and the Union</p> <p>(iv) By no later than January 22nd, hiring units will offer employees who have provided notice of their intent to participate in the Continuing Sessional Standing Program courses from the posted list for which they are the most senior qualified candidate among employees participating in the Continuing Sessional Standing</p> | <p><u>beginning the following September 1. The Employer will notify each eligible member of their membership in the pool.</u></p> <p>(iii) <u>On or before each November 1st, eligible employees shall, for each applicable hiring unit, submit an updated curriculum vitae. Members shall provide notice of intent to not participate in the program, if they are choosing to opt out.</u></p> <p>(iv) <u>By no later than July 1 for the following Fall, Winter, and Summer terms, Continuing Appointments will be assigned to all eligible members, and contracts shall be issued.</u></p> <p>3. <u>Terms of Continuing Appointment</u></p> <p>(i) <u>Continuing Appointments will be automatically awarded to those who meet the eligibility requirements above should the member wish to avail themselves of the opportunity.</u></p> <p>(ii) <u>The CAP will consist of contract assignments comprising no less than 3 Type 1 or equivalent positions per contract year, to be assigned by the Employer.</u></p> <p>(iii) <u>If a member rejects an assignment offered as part of their CAP guarantee, they continue to retain their membership status in the CAP pool. If the member wants to</u></p> | <table border="1" data-bbox="1360 233 1934 456"> <thead> <tr> <th data-bbox="1360 233 1646 380"><u>Average number of assignments</u></th> <th data-bbox="1646 233 1934 380"><u>Teaching Asgmt Commitment (Number of Type 1 asgmts)</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="1360 380 1646 418">2.5 – 2.9</td> <td data-bbox="1646 380 1934 418">2.5</td> </tr> <tr> <td data-bbox="1360 418 1646 456">3.0 or higher</td> <td data-bbox="1646 418 1934 456">3.0</td> </tr> </tbody> </table> <p>b. <u>Teaching assignments made expressly to meet the teaching assignment commitment will not be posted.</u></p> <p>c. <u>Continuing Appointment Instructors (CAIs) may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment through the collective agreement posting and appointment processes subject to the caps in Article 12.04.</u></p> <p>d. <u>CAIs who were in the CSSP pool prior to their appointment as a CAI do not retain their CSSP status during their CAI appointment. However, a CAI is entitled to apply for assignments posted through the CSSP according to the application process and deadline set out in Article 12.01 (Continuing Sessional Standing Program).</u></p> <p>e. <u>A continuing appointment does not have a fixed term but may end through voluntary resignation, retirement, insufficient work to meet teaching assignment commitment or</u></p> |  | <u>Average number of assignments</u> | <u>Teaching Asgmt Commitment (Number of Type 1 asgmts)</u> | 2.5 – 2.9 | 2.5 | 3.0 or higher | 3.0 |
| <u>Average number of assignments</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>Teaching Asgmt Commitment (Number of Type 1 asgmts)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |                                                            |           |     |               |     |
| 2.5 – 2.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |                                                            |           |     |               |     |
| 3.0 or higher                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3.0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                      |                                                            |           |     |               |     |



**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Program in the hiring unit according to the process in 12.03.1 and 12.03.2.</p> <p>(v) Offers of appointment will be copied to the other participating candidates in the hiring unit and all offers of appointment will be copied to the Union.</p> <p>(vi) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.</p> <p>(vii) Articles 12.03.1 (Long-Service Override) and 12.03.2 (circumstances in which candidates have equal applicable prior experience) will apply and employees participating in the Continuing Sessional Standing Program exercise may make use of the Article 6 grievance procedure in respect of any courses posted in the exercise that they were not offered but believe they should have been offered pursuant to the terms of the Continuing Sessional Standing Program.</p> <p>(viii) Following the conclusion of the Continuing Sessional Standing Program exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the Continuing Sessional Standing Program exercise.</p> | <p><u>maintain their 3 FCE course load, the Employer will offer an alternate FCE for the member.</u></p> <p>(iv) <u>Following the conclusion of the CAP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CAP exercise.</u></p> <p>(v) <u>In assigning teaching positions, assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, and has held the courses 2 out of the last 4 times they were posted in unit 2.</u></p> <p>(vi) <u>Employees holding a Continuing Appointment may, through applications for additional contracts, teach up to the applicable cap in each year of the CAP.</u></p> <p>(vii) <u>Continuing Appointments may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter Faculty, their needs and priorities and how they are currently met by the eligible employee.</u></p> <p>(viii) <u>CAP Guarantee: Employees who meet the eligibility criteria for the CAP shall maintain this status in subsequent years until such time as</u></p> | <p><u>documented performance concerns (please see Review of Teaching).</u></p> <p><u>Teaching assignments</u></p> <p><u>Teaching assignments will first consist of positions (for) which:</u></p> <ol style="list-style-type: none"> <li><u>1. the CAI has incumbency;</u></li> <li><u>2. the CAI has taught two of the last four times they were posted in CUPE 3903 Unit 2 and for which the CAI is qualified;</u></li> <li><u>and</u></li> <li><u>3. would otherwise be posted in the bargaining unit for the first time and for which the CAI is qualified.</u></li> </ol> <p><u>Continuing Appointments in two academic units</u></p> <p><u>As a general guideline, it is expected that a CAI's teaching assignments will be distributed between the two academic units proportionate to their average number of assignments in the two units over the seven-year qualifying period. (Please see Application Process below.) Two or more CAIs in the same academic unit Where there are two or more CAIs in the same academic unit who are qualified candidates for the same assignment(s), the teaching assignment commitment of a CAI who has self-identified as a member</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LATEST UNION PROPOSAL                                                                                                                                                                                                                                                                                         | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Continuing Sessional Standing Program Guarantee</p> <p>Employees with Continuing Sessional Standing who have a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the previous 5 contract years and who are offered 2/3 or less of their average number of Type 1 or equivalent positions based on the previous 5 contract year period will, upon application, receive as a one-time payment of 1/4 of the rate for each position less than their average number of Type 1 or equivalent positions. For example, if an employee with Continuing Sessional Standing has an average annual teaching intensity of 3 Type 1 or equivalent positions over the previous 5 contract years and is offered 2 Type 1 or equivalent positions, then upon application the employee will receive 1/4 of the rate for 1 Type 1 or equivalent position. If the employee is for a second time offered 2/3 or less of her average annual number of Type 1 or equivalent positions based on the previous 5 contract years, the employee will receive a one-time payment of 1/8th the rate for each position less than their average number of Type 1 or equivalent positions.</p> | <p>(ix) <u>they provide notice that they elect to withdraw from the Program, as per the Appointment Process</u><br/> <u>On or before July 31, the University will advise the Union of the names of the persons who have a Continuing Appointment and the employment equity status of the CAP members.</u></p> | <p><u>of one or more Equity Groups will be met first. Where there are two or more CAIs in this circumstance who have self-identified as a member of one or more Equity Groups, the more senior CAI (i.e., the CAI with more Applicable Prior Experience of "A.P.E.") will have their teaching assignment commitment met first. Should two or more CAIs in this circumstance have equal A.P.E., the Long Service Override Provisions in Articles 12.03.1 and 12.03.2 will apply.</u></p> <p>3) <u>Applications</u></p> <p>a. <u>Individuals who meet the minimum service-based eligibility requirements may apply to the academic unit(s) in which they wish to hold a continuing appointment.</u></p> <p>b. <u>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 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.</u></p> <p>c. <u>Applications must be submitted by November 1 for continuing</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>To qualify for the payment described in the paragraph above an employee must have:</p> <ul style="list-style-type: none"> <li>a. provided notice of participation in the Continuing Sessional Standing exercise to all applicable hiring units (i.e., all hiring units whose curriculum includes courses for which, if offered as Unit 2 bargaining unit work, she would be the most senior incumbent candidate); and</li> <li>b. additionally applied for bargaining unit positions in accordance with her “normal” historical application profile and was available for appointment to these positions.</li> </ul> <p>An employee who is twice offered 2/3 or less of her average number of Type 1 or equivalent positions based on the previous 5 contract years and has received the two one-time payments described above may either elect to opt out of the program or accept the number of positions offered. An employee who elects to opt out of the Continuing Sessional Standing Program shall communicate such election in writing to Faculty Relations.</p> <p>Cessation of Continuing Sessional Standing</p> |                              | <p><u>appointments commencing the next September 1.</u></p> <ul style="list-style-type: none"> <li>d. <u>Continuing Appointments will be awarded based on the academic unit or units’ short-term and longer-term teaching needs and the quality of the applicant’s teaching. Applications will include an updated CV and a statement of the candidate’s approach to teaching and learning. Candidates are encouraged to submit 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.</u></li> <li>e. <u>Academic units will make recommendations to the Dean or Principal, or their designate, who will make final appointment decisions</u></li> <li>f. <u>Applicants who are not awarded a continuing appointment may reapply after a period of 24 months following their previous application.</u></li> </ul> <p>4) <u>Review of Teaching</u></p> <ul style="list-style-type: none"> <li>a. <u>By no later than the end of the third year of a continuing appointment and once every three years thereafter, a CAI will have their teaching reviewed by a fulltime faculty member in the academic unit(s). Such review will include the</u></li> </ul> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Employees who meet the eligibility criteria for Continuing Sessional Standing shall maintain this status for a minimum of five contract years and shall continue in this status for successive five contract year periods provided that as of the September 1 at the end of each 3-contract year period, she has a minimum average annual teaching intensity of 2 Type 1 or equivalent positions over the five contract year period just completed. In the event that the employee's average annual teaching intensity is lower than 2 Type 1 or equivalent positions at the end of a five-contract year period, she will no longer have Continuing Sessional Standing.</p> |                              | <p><u>CAI's performance in the various duties and responsibilities of the teaching assignments, including teaching performance, course syllabuses and teaching and assessment materials. A report of the review will be provided to the CAI in writing and will be placed in the CAI's professional performance and service file held in the academic unit.</u></p> <p>b. <u>The report may recommend areas for improvement and strategies and/or professional development to assist in addressing them and/or may recommend a formal evaluation pursuant to Article 13.02.1. For the purpose of such a formal evaluation arising from a recommendation of the report, the hiring unit will consult with the employee in the selection of the evaluator.</u></p> <p>5) <u>Insufficient work to meet teaching assignment commitment and end of continuing appointment</u></p> <p><u>As early as possible but by no later than September 1, an academic unit may give notice to a CAI that it has insufficient work to meet the teaching assignment commitment for the upcoming contract year (September to August). Reasons for a shortfall in courses to meet the teaching assignment commitment may include</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE | LATEST UNION PROPOSAL | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                       | <p><u>changes in the curriculum, course offering decisions based on program need and/or student demand, or assignment of courses to employees outside the bargaining unit that the CAI would otherwise be eligible to teach.</u></p> <p><u><i>First-time Notice of inability to meet the teaching assignment commitment</i></u></p> <p><u>If the CAI's teaching assignment commitment is not met by May 1 following the first instance of such notice, the CAI will have two options:</u></p> <p><u>Option 1</u><br/> <u>The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received that year, including through the CSSP and other posting and appointment processes.</u></p> <p><u>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</u></p> <p><u>Option 2</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE | LATEST UNION PROPOSAL | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                       | <p><u>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</u></p> <ul style="list-style-type: none"> <li>i. <u>partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and,</u></li> <li>ii. <u>a payment according and subject to the terms described below.</u></li> </ul> <p><u><i>Second-time notice of inability to meet the teaching assignment commitment</i></u></p> <p><u>If, in a second year, a CAI's academic unit(s) gives notice of an insufficient work to meet the teaching assignment commitment and does not meet the teaching assignment commitment by the following May 1, the CAI will have two options:</u></p> <p><u>Option 1</u><br/> <u>The CAI may choose to continue in the appointment. In this circumstance, the CAI will be eligible for partial payment for any shortfall between the teaching assignment commitment and the total number of assignments the CAI received</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE | LATEST UNION PROPOSAL | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                       | <p><u>that year, including through the CSSP and other posting and appointment processes.</u></p> <p><u>The rate for partial payment is an amount equivalent to 1/10 the course director rate for each Type 1 equivalent (prorated for less than a Type 1 equivalent) less than the total number of teaching assignments the CAI received.</u></p> <p><u>Option 2</u></p> <p><u>The CAI may voluntarily resign from the continuing appointment at the end of the contract year (August 31) and, at the time of resignation, receive:</u></p> <ul style="list-style-type: none"> <li><u>i. partial payment at 1/10 the course director rate for the shortfall between the teaching assignment commitment and the total number of assignments awarded to the CAI toward the teaching assignment commitment; and</u></li> <li><u>ii. a payment according and subject to the terms described below.</u></li> </ul> <p><i><u>Third-time Notice of inability to meet the teaching assignment commitment</u></i></p> <p><u>Where a CAI's academic unit(s) provides notice of insufficient work to meet the teaching assignment commitment and does not meet the teaching assignment commitment by the following May 1 in a</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE | LATEST UNION PROPOSAL | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                       | <p><u>third year, the CAI's continuing appointment will conclude at the end of the contract year. The CAI will receive payment at the conclusion of the continuing appointment according and subject to the terms described below.</u></p> <p>6) <u>Payment for Cessation of a Continuing Appointment</u></p> <p><u>Cessation of a continuing appointment by voluntary resignation or a mandatory conclusion will result in a payment to the CAI, provided that the CAI has not been awarded a full-time position at the University outside of the bargaining unit as of the date of resignation or mandatory conclusion, as follows:</u></p> <ul style="list-style-type: none"> <li>i. <u>2/35 of the prevailing CD rate at the conclusion of the continuing appointment i. for each qualifying year in which the CAI taught a minimum of 1 Type 1 (6 or 7 years) and</u></li> <li>ii. <u>for each year the CAI held a continuing appointment to a maximum amount equivalent of the value of 2.0 CDs.</u></li> </ul> <p><u>A CAI who receives a payment on the conclusion of their continuing appointment as described above will not be eligible to</u></p> |



**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| CURRENT CA LANGUAGE | LATEST UNION PROPOSAL | LATEST EMPLOYER PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                       | <p><u>apply for another continuing appointment in the same academic unit(s). Further, they will not be eligible to apply for another continuing appointment in a different academic unit for three years following the end of the continuing appointment, and their total APE will be reduced by the APE they accumulated during qualifying period and the continuing appointment.</u></p> <p><u><i>Electing to resign or retire from the University</i></u></p> <p><u>Provided that the CAI meets the teaching experience criteria set out in Letter of Understanding: Severance (“the Letter of Intent”), a CAI receiving payment on the conclusion of their continuing appointment as described above may also sever their employment relationship with the University and receive severance according to the Letter of Intent. In this circumstance, the total payment will be according to the formula in the Letter of Intent plus an additional payment at 2/35 the prevailing CD rate for each year of the continuing appointment. This option must be elected at the conclusion of the continuing appointment. Otherwise, the years of service for the qualifying period and the period of the continuing appointment will not be counted in the</u></p> |

**JOB SECURITY MEASURE #2: CONTINUING APPOINTMENT PROGRAM (CAP)**

| <b>CURRENT CA LANGUAGE</b> | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            |                              | <u>calculation of severance according to the Letter of Understanding: Severance. As an illustration of this option, a CAI who chooses to sever their employment relationship with the University on the conclusion of their continuing appointment and has completed 6 years in the continuing appointment will be eligible for payment in an amount determined by the formula in the Letter of Intent and, additionally, 12/35 of the CD rate in recognition of the length of the continuing appointment.</u> |

**JOB SECURITY MEASURE #3: TRANSITIONAL CONTINUING APPOINTMENT (TCA)**

| <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Presented on March 13</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>• 20 years of service in the bargaining unit (15 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)</li><li>• YUFA retirees are not eligible.</li></ul> <p><b>2. Terms of Transitional Continuing Appointment</b></p> <p>A transitional continuing appointment (TCA) provides either a two-, three-, four- or five-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which for a:</p> <ul style="list-style-type: none"><li>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.</li><li>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.</li><li>c. Four-year TCA decreases a teaching assignment commitment in the third and fourth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</li><li>d. Five-year TCA decreases teaching assignment commitment in the fourth and fifth year, following which the TCA holder retires and receives severance according to s.4 (Severance) below.</li></ul> | <p><b>Presented on February 28</b></p> <p>i. Eligibility</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></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>ii. Terms of Transitional Continuing Appointment</p> <p>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:</p> <ul style="list-style-type: none"><li>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</li></ul> |

**JOB SECURITY MEASURE #3: TRANSITIONAL CONTINUING APPOINTMENT (TCA)**

**LATEST UNION PROPOSAL**

TCA holders 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 initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the **5-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> |
|-----------------------------------------------------------|------------------------------------------------------------------------------------|
| 0.5-1.49                                                  | 1.0                                                                                |
| 1.5-1.90                                                  | 1.5                                                                                |
| 2.0-2.49                                                  | 2.0                                                                                |
| 2.5-2.9                                                   | 2.5                                                                                |
| 3.0-3.49                                                  | 3.0                                                                                |
| 3.5-3.9                                                   | 3.5                                                                                |
| 4.0-4.49                                                  | 4.0                                                                                |
| 4.5-4.9                                                   | 4.5                                                                                |
| 5.0 above                                                 | 5.0                                                                                |

In each year of the program, the TCA holder will be remunerated 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:

| <b>Teaching Asgmt Commitment (Number of Type 1 or Equivalent assignments)</b> | <b>Year 1 Assigned teaching</b> | <b>Year 2 Assigned teaching</b> |
|-------------------------------------------------------------------------------|---------------------------------|---------------------------------|
| 1.0                                                                           | 0.5                             | 0.5                             |
| 1.5                                                                           | 1.0                             | 0.5                             |
| 2.0                                                                           | 1.5                             | 1.0                             |

**LATEST EMPLOYER PROPOSAL**

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 remunerated 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:

| <b>Teaching Asgmt Commitment (Number of Type 1 or Equivalent asgmts)</b> | <b>Year 1 Assigned teaching</b> | <b>Year 2 Assigned teaching</b> |
|--------------------------------------------------------------------------|---------------------------------|---------------------------------|
| 2.5                                                                      | 2                               | 1.5                             |
| 3.0                                                                      | 2.5                             | 2                               |



**JOB SECURITY MEASURE #3: TRANSITIONAL CONTINUING APPOINTMENT (TCA)**

**LATEST UNION PROPOSAL**

**LATEST EMPLOYER PROPOSAL**

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 1.0 | 1.0 | 1.0 | 0.5 | 0.5 |
| 1.5 | 1.5 | 1.5 | 1.0 | 0.5 |
| 2.0 | 2.0 | 2.0 | 1.5 | 1.0 |
| 2.5 | 2.5 | 2.5 | 2.0 | 1.5 |
| 3.0 | 3.0 | 3.0 | 2.5 | 2.0 |
| 3.5 | 3.5 | 3.5 | 3.0 | 2.5 |
| 4.0 | 4.0 | 4.0 | 3.5 | 3.0 |
| 4.5 | 4.5 | 4.5 | 4.0 | 3.5 |
| 5.0 | 5.0 | 5.0 | 4.5 | 4.0 |

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.

**For a Five-year TCA:** The TCA will be assigned teaching as follows for each of the five years:

| <b>Teaching Asgmt Commitment (Number of Type 1 or Equivalent asgmts)</b> | <b>Year 1 Assigned teaching</b> | <b>Year 2 Assigned teaching</b> | <b>Year 3 Assigned teaching</b> | <b>Year 4 Assigned teaching</b> | <b>Year 5 Assigned teaching</b> |
|--------------------------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1.0                                                                      | 1.0                             | 1.0                             | 1.0                             | 0.5                             | 0.5                             |
| 1.5                                                                      | 1.5                             | 1.5                             | 1.5                             | 0.5                             | 0.5                             |
| 2.0                                                                      | 2.0                             | 2.0                             | 2.0                             | 1.5                             | 1.0                             |
| 2.5                                                                      | 2.5                             | 2.5                             | 2.5                             | 2.0                             | 1.5                             |
| 3.0                                                                      | 3.0                             | 3.0                             | 3.0                             | 2.5                             | 2.0                             |
| 3.5                                                                      | 3.5                             | 3.5                             | 3.5                             | 3.0                             | 2.5                             |
| 4.0                                                                      | 4.0                             | 4.0                             | 4.0                             | 3.5                             | 3.0                             |
| 4.5                                                                      | 4.5                             | 4.5                             | 4.5                             | 4.0                             | 3.5                             |
| 5.0                                                                      | 5.0                             | 5.0                             | 5.0                             | 4.5                             | 4.0                             |

TCA's 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 1st immediately following the conclusion of their TCA.

- The Employer shall provide members with the opportunity to request preferred course and shall make best efforts to assign members to their

**JOB SECURITY MEASURE #3: TRANSITIONAL CONTINUING APPOINTMENT (TCA)**

**LATEST UNION PROPOSAL**

**LATEST EMPLOYER PROPOSAL**

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.
- For purposes of the pension plan, where income is received that is minimum of 3.5 FCE, then the member will be credited for a full year of service, regardless of reduced teaching load.

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.

**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.
- The application will state the TCA year option.
- The application will suffice for the duration of the appointment.

**4. Severance**

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

- i. **17/35ths of the prevailing CD rate at the conclusion of the TCA;  
plus**
- ii. **6/35ths for 5-year TCA**

**JOB SECURITY MEASURE #3: TRANSITIONAL CONTINUING APPOINTMENT (TCA)**

| <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>LATEST EMPLOYER PROPOSAL</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <p><b>7/35ths for 4-year TCA</b><br/><b>8/35ths for 3-year TCA</b><br/><b>9/35ths for 2-year TCA</b></p> <p>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.</p> <p>For example,</p> <ul style="list-style-type: none"><li>i. Based on the CD rate of \$18,000, 17/35ths = \$9,000</li><li>ii. Based on the CD rate of \$18,000, 6/35ths multiplied by years of service (20 years in this case) becomes 120/35ths = \$61,000</li></ul> <p>The total severance for a 5-year TCA would then be the amount in (i) of \$9,000 plus the amount in (ii) of \$61,000, for a total of \$70,000.</p> |                                 |



**JOB SECURITY MEASURE #4: LONG SERVICE TEACHING APPOINTMENTS (LSTAs)**

| CURRENT CA LANGUAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LATEST UNION PROPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LATEST EMP. PROPOSAL      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <p>ARTICLE 24 – LONG SERVICE TEACHING APPOINTMENTS (LSTAs)</p> <p>24.01 ELIGIBILITY<br/>Employees who effective September 1 preceding the date of the award of an LSTA, have been in the Unit 2 “Affirmative Action Pool” for a minimum of 5 years and who have taught at an intensity of an average of 2.5 FCEs over the three previous years (may include approved leaves) are eligible to apply for a Long Service Teaching Appointment.</p> <p>24.02 TERM OF LSTAS AND COMPENSATION</p> <p>24.02.1 LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent.</p> <p>24.02.2 In assigning teaching positions assignments will first consist of courses in which the employee has incumbency or, where the employee meets the qualifications, has held the courses 2 out of the last 4 times they were posted in unit 2.</p> | <p><b>Presented on December 22:</b></p> <p>24.02 TERM OF LSTAS AND COMPENSATION</p> <p>24.02.1 LSTAs will be awarded for a three to five year period, depending on academic need and the recommendation of the hiring unit, and will consist of contract assignments comprising 3 full course equivalents and, subject to availability, up to 3.5 full course equivalents in each of the three to five years of the term, subject to the condition that the employee has incumbency in the additional 0.5 full course equivalent assignment or is qualified for and has taught the additional 0.5 FCE assignment 2 of the last 4 times it was offered. Effective September 1, 2014 compensation for these 3 or 3.5 full course equivalents will be the current applicable rate for the position plus an amount equivalent in value to 1/8th the rate of a type 1 position per full course equivalent. <u>The Employer shall issue a notice stating the name and the courses assigned for each semester and shall post the notice on:</u><br/><a href="https://cupejobs.uit.yorku.ca/#">https://cupejobs.uit.yorku.ca/#</a></p> | <p align="center">N/A</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>24.02.3 Employees awarded an LSTA may, through applications for additional contracts, teach up to the applicable cap in each year of the LSTA.</p> <p>24.02.4 Courses assigned as part of an LSTA are subject to the course cancellation provisions of article 12.16.1 – 12.16.2.</p> <p><b>24.03 CROSS APPOINTMENT</b><br/>LSTAs may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter- Faculty, their needs and priorities and how they are currently met by the eligible employee.</p> <p><b>24.04 APPLICATIONS</b><br/>An individual may apply for an LSTA to a Dean/Principal or to a hiring unit or units. Applications are expected to address the quality of the applicant’s teaching and will be forwarded on or before March 1 for appointments commencing the following September 1.</p> <p>24.05 LSTAs will be awarded on the basis of hiring unit teaching needs, quality of the applicants teaching file, and the applicant’s number of years in the Affirmative Action Pool.</p> <p>24.06 Employees who are awarded an LSTA will have their teaching reviewed by a member of the full-time faculty in the hiring unit(s), which review will encompass the course syllabus and teaching materials, over the term of the LSTA. The hiring unit will consult with the employee who may suggest one or more names for consideration in the selection of the reviewer. The employee’s suggested names will not be unreasonably denied.</p> <p>24.07 In the 2018-2019 contract year a minimum of 7 LSTAs will for be offered for September 1, 2019, in the 2019-2020</p> | <p>In the <u>2020-2021</u> contract year a minimum of 7 LSTAs will for be offered for <u>September 1, 2021</u>, in the <u>2021-2022</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for <u>September 1, 2022</u>, in the <u>2022- 2023</u> contract year a minimum of 7 LSTAs will be offered to eligible applicants for <u>September 1, 2023</u>. <del>To the extent practicable</del> a <u>A minimum of 65%</u> of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ). <u>The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</u></p> |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2019. To the extent practicable a minimum of one third of the total number of LSTAs over the two-year period will be made from among those who belong to one or more of the five employment equity groups (ie, aboriginal people, persons with disabilities, visible minorities, women and LGBTQ).

24.08 On or before May 31, the University will advise the Union of the names of the persons who will have an LSTA and the employment equity status of the applicants who applied in that year.

24.09 If an applicant is not recommended by the School or Department, an explanation based on Article 24.05 will be provided to the applicant on request.

24.10 Employees holding an LSTA may submit a written application to renew the LSTA for another three-year term. Written applications must be submitted no later than January 31 of the third year of the LSTA (e.g, no later than January 31, 2013 for an LSTA that expires August 31, 2013).

To be eligible for renewal applicants must have had their teaching reviewed by a member of the full-time faculty in the hiring unit(s) pursuant to Article 24.06 above over the course of their current LSTA.

Applications will be assessed on the basis of the quality of an applicant's teaching, evidence of which will include the review pursuant to Article 24.06 above. Applications will also be assessed on the basis of the unit's academic planning needs. All applications must also include a current CV. Applications shall not be unreasonably denied.

The total number of LSTAs in any contract year will not exceed eighty.

24.11 Members who hold an LSTA and who do not have a summer contract shall maintain access to faculty IT services, email and library services and will be able to access any individual PER allocations and/or Research Grant funds, Conference Travel funds or Professional Development funds or other funds during this period as if an active member.

**JOB SECURITY MEASURE #5: LONG SERVICE REWARD PROGRAM (LSRP)**

| <b>CURRENT CA LANGUAGE</b> | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>LATEST EMPLOYER PROPOSAL</b> |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| N/A                        | <p><b>Presented on March 13:</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> | N/A                             |

**JOB SECURITY MEASURE #6: POST RETIREMENT BENEFITS**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>U2 15.27: POST-RETIREMENT BENEFITS</p> <p>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:</p> <p>a) each retiree’s health care spending account will have an annual limit of \$1800 (in line with paramedic benefits)</p> <p>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.</p> <p>Any unspent portion of the Employer’s annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> <p>b) provide written notice to Pensions and Benefits that she is retiring and</p> | <p><b>Presented on February 27:</b></p> <p>U2 15.27: POST-RETIREMENT BENEFITS</p> <p>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:</p> <p>a) each retiree’s health care spending account will have an annual limit of <del>\$1800</del> <u>\$3000</u> (in line with paramedic benefits)</p> <p>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.</p> <p>Any unspent portion of the Employer’s annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> | <p><b>Presented on February 27:</b></p> <p>U2 15.27: POST-RETIREMENT BENEFITS</p> <p>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:</p> <p>a) each retiree’s health care spending account will have an annual limit of \$1800;</p> <p>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.</p> <p>Any unspent portion of the Employer’s annual contribution will be carried forward to the next year;</p> <p>In order to be eligible for the post-retirement benefits the employee must:</p> <p>a) be enrolled in the York University Pension Plan;</p> |

**JOB SECURITY MEASURE #6: POST RETIREMENT BENEFITS**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the first of the month following the end of her last unit 2 contract;</p> <p>d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p> | <p>b) provide written notice to Pensions and Benefits that she is retiring and permanently sever her employment relationship with the University in the Unit 2 bargaining unit;</p> <p>c) retire the <del>first of the month</del> <u>within 36 months</u> following the end of her last unit 2 contract;</p> <p>d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, <del>subject to availability.</del></p> | <p>b) provide <u>a minimum of three month's</u> 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;</p> <p>c) retire <del>the first of</del> <u>no later than five months</u> following the end of her last unit 2 contract; and</p> <p>d) elect to receive a monthly pension from the York University Pension Plan.</p> <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p> |

**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>23.02 AFFIRMATIVE ACTION</p> <p>23.02.1 Definition – All bargaining unit members at York University who meet the following criteria:</p> <ul style="list-style-type: none"> <li>i. have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or equivalent positions over those four years; or</li> <li>ii. have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, at least 3 Type 1 positions in any four years and at least 9 Type 1 or equivalent positions in any four years and who belong to at least one Equity Group shall be eligible for inclusion in the Affirmative Action Pool.</li> </ul> <p>23.02.2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those</p> | <p><b>Presented on February 27:</b></p> <p>(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make incentive funding <u>equivalent to 7 Type 1 Course Directorships available</u> in each year of the collective agreement.</p> <p>(ii) <u>In each year of the collective agreement</u>, the Office of the Vice President Academic and Provost shall make <u>the greater of:</u></p> <ul style="list-style-type: none"> <li>a) <u>five recommendations per year,</u></li> </ul> <p><u>or</u></p> <ul style="list-style-type: none"> <li>b) <u>recommendations equal to 20% of the tenure-track hires in that academic year. That percentage will only apply to departments where CUPE 3903 holds at least 40% of the Course Directorships.</u></li> </ul> <p><u>For example, if in an academic year the Employer has decided to make</u></p> | <p><b>Presented on February 28:</b></p> <p><i>Principle: This revision is to enact an expressed commitment of both Parties to the Collective Agreement to increase representation of employees who self-identify as an Aboriginal (Indigenous) person or as a member of a visible minority (racialized group) as follows:</i></p> <p><i>Approach to collective agreement language revisions: Revise Article 23 – Affirmative Action to provide for the recommendations of the Provost for appointments to the tenure stream to be from among candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group) as follows:</i></p> <p>23.02 AFFIRMATIVE ACTION</p> <p>23.02.1 Definition – All bargaining unit members at York University who meet the following criteria:</p> <ul style="list-style-type: none"> <li>i. have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, held at least 1 Type 1 position in each of four years and a total of at least 12 Type 1 or</li> </ul> |



**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>LATEST UNION PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>23.03 SEARCH AND SELECTION</p> <p>23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Vice-President Academic for approval of a position and an allocation of monies from the Fund per Article 23.04(i).</p> <p>23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Vice-President Academic for approval of a probationary-tenure position and an allocation of monies from the Fund per Article 23.04(i).</p> <p>23.03.3 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.</p> <p>23.03.4 In all cases candidates will identify the stream (Alternate, Professorial</p> | <p><u>200 tenure track appointments throughout the University, of which 30 are in departments in which CUPE 3903 holds at least 40% of the Course Directorships, the Employer must make a minimum of 6 recommendations for that academic year.</u></p> <p>(iii) <u>In each year, at least 2/5 (or 40%) of all recommendations for conversion to tenure-stream positions will be for members from one or more of the five designated employment equity-seeking groups (i.e., Indigenous people, persons with disabilities, BIPOC, women, and 2SLGBTQIA people). From those, a minimum of 50% of the recommendations will be for BIPOC members. Hiring units must provide written documentation of having met these thresholds.</u></p> <p>(iv) Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by <u>April 15 and the Provost's announcement to the York community shall be made by April 30.</u> Appointments shall commence July 1.</p> | <p>equivalent positions over those four years; or</p> <p>ii. have at least five years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, at least 3 Type 1 positions in any four years and at least 9 Type 1 or equivalent positions in any four years and who belong to at least one Equity Group shall be eligible for inclusion in the Affirmative Action Pool.</p> <p>23.02.2 Identification – The criteria for inclusion in the Affirmative Action Pool shall be submitted to the Labour/Management Committee which will identify those individuals who qualify. The Committee shall afford to all those employees who believe that they meet the criteria an opportunity to satisfy the Committee as to their eligibility.</p> <p>23.03 SEARCH AND SELECTION<br/>23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Vice-President Academic for approval of a position and an allocation of monies from the Fund per Article 23.04(i).</p> |

**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>or both) to which they are applying and hiring units will identify the stream(s) they are recommending.</p> <p>23.04 FUNDING</p> <p>i. The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.</p> <p>ii. For each of the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of one recommendation from among candidates who self-identify as a member of one or more of the designated</p> |                              | <p>23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Vice-President Academic for approval of a probationary-tenure position and an allocation of monies from the Fund per Article 23.04(i).</p> <p>23.03.3 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.</p> <p>23.03.4 In all cases candidates will identify the stream (Alternate, Professorial or both) to which they are applying and hiring units will identify the stream(s) they are recommending.</p> <p>23.04 FUNDING</p> <p>i. The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three</p> |

**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>employment equity groups will be made over the two years.</p> <p>iii. During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).</p> <p>iv. Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1</p> <p>v. If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request</p> <p>23.05 A dispute respecting the alleged violation of the provisions of Article 23 shall be submitted directly to the Office of the Vice-President Academic.</p> <p>23.06 If a candidate grieves a decision not to appoint her for that position, or the union grieves an appointment, the employer shall provide the union with the name of the appointee, a copy of her curriculum vitae and application (provided the successful candidate agrees), and any</p> |                              | <p>full course directorships. The employer shall make incentive funding equivalent to 7 Type 1 Course Directors positions available in each year of the collective agreement.</p> <p>ii. For appointments commencing on <u>July 1, 2022 and July 1, 2023</u> the Office of the Vice-President Academic and Provost shall, make at least two (2) recommendations in <u>2021-22</u> and two (2) recommendations in <u>2022-23</u> of Affirmative Action Pool members for full-time faculty positions to the tenure stream. A minimum of one recommendation <u>in each of the two years will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group).</u> Where in either of the two years, the Office of the Vice President Academic and Provost is unable to make a recommendation with respect to a <u>prioritized candidate who self-identifies as Aboriginal (Indigenous) or as a member of a visible minority (racialized group), the next priority will be to make a recommendation with respect to a</u></p> |

**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>other non-confidential information that was the basis of the appointment.</p> <p>23.07 New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at the rate of one year of credit for each block of three Type 1 appointments (as defined by Article 12 of the CUPE 3903, Unit 2 collective agreement) to a maximum of one such block per year and to a maximum credit of six years.</p> <p>23.08 Where an individual has accrued applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure-track or Contractually Limited Appointment position for which she has applied and holds the prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one- half full course directorships or the equivalent.</p> |                              | <p><u>candidate from one or more of the other Equity Groups.</u></p> <p>iii. During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).</p> <p>iv. Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by January 15 for appointments commencing the following July 1.</p> <p>v. If an applicant is not recommended by the School or Department, a written explanation will be provided to the applicant on request.</p> |

**JOB SECURITY MEASURE #7: CONVERSIONS (AFFIRMATIVE ACTION POOL)**

| <b>CURRENT CA LANGUAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>LATEST UNION PROPOSAL</b> | <b>LATEST EMPLOYER PROPOSAL</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------|
| <p>Upon application by the union the employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.</p> <p>23.09 The employer agrees to provide the union with copies of all notifications of full-time faculty positions submitted to external sources and to post such notifications on union bulletin boards in relevant hiring units, at time of submission. Further, the employer agrees to publish notification of full-time faculty positions in one internal publication.</p> |                              |                                 |