

CUPE 3903 Proposals for Job Security – March 27, 2021 (For use in mediated sessions with Albertyn)

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New language, with respect to the 2017-2020 CA

New language, with respect to the previous pass of each party

New language, with respect to the previous pass of each party AND the 2017-2020 CA

EQUITY HIRING AND DATA COLLECTION: ARTICLE 5.03

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on March 14</p> <p>5.03 The Union and the Employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.</p> <p>The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).</p>	<p>Presented on March 27</p> <p>5.03.1 Employment Equity Committee</p> <p>(a) <u>The Union and the Employer agree to maintain an Employment Equity Committee, to meet within one month of the signing of the 2002-2005 collective agreement, which will consist of three representatives of each party. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.</u></p> <p>(b) The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The Employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s). regular self-identification surveys of all members of the bargaining units combined with Applicant Self-Identification Data defined in Article 5.05.3.3(e) below. The Employer will provide the Union with an annual report of this data, updated as of November 1, by December 1 of each year.</p>
<p>Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program. <u>This data will be updated up to November 1 and shared with the Union on December 1 of each year.</u></p> <p>There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009.</p>	<p>Effective on ratification of the renewal collective agreement the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractor's Program.</p> <p>There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will</p>

<p>The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.</p>	<p>include designated employment equity group voluntary self-identification. The information <u>The self-identification survey data will be correlated with information about salaries, terminations and promotions for purposes of reporting to the Employment Equity Committee. The Employer will provide the Union with an annual report of this data, updated as of November 1, by December 1 of each year.</u></p>
<p>Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. <u>This data will be used to implement Articles 12.03.2, 23 and 24. This data will be updated up to November 1 and shared with the Union on December 1 of each year.</u></p> <p>The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).</p>	<p>(e) Effective on ratification of the renewal collective agreement, a provision for voluntary self-identification will be added to the unit 2 blanket applications. This data will be used to implement Articles 12.03.2, 23 and 24.</p> <p>The Employment Equity Committee's mandate will include setting goals and timetables for the elimination discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include recruitment of employees, selection procedures, job postings, Employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).</p>
<p>Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.</p> <p>The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area.</p> <p>The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party</p>	<p>Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee. The Employment Equity Committee shall, within twelve months of first meeting after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the Parties. In this regard, the <u>Employment Equity Committee will review and make recommendations from time to time in respect of the Employment Equity Plan approved by the Parties. This plan will address</u> <u>The Employment Equity Plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women</u> <u>Federal Contractor Program Equity Groups.</u> Fair representation will be taken to mean a reflection of the population of these groups in the Greater Toronto area <u>seeking to achieve and maintain a workforce that is representative of the</u></p>

<p>shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.</p>	<p><u>population of the Federal Contractor Program Equity Groups (defined below) in Toronto or Canada, whichever is proportionately higher.</u></p> <p>The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex-officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the Chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee</p>
	<p><u>5.03.2 Terminology and Pronoun Use</u></p> <p>(a) <u>The collective agreement has been amended to reflect LGBTQ2* throughout.</u></p> <p><u>Throughout the collective agreement, the parties have adopted the pronoun "they" to represent the singular in place of she and he.</u></p>
<p>5.03.1 While not a designated group under the Federal Contractors Program, the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self-identify as LGBTQ. Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractor Program obligations.</p>	<p><u>5.0.3.3 Definitions</u></p> <p>(a) <u>Equity Groups</u></p> <p><u>For the purposes of the Collective Agreement, Equity Groups are defined as:</u></p> <p>(i) <u>Federal Contractor Program (FCP) Equity Groups: women, visible minorities (racialized groups), Aboriginal peoples (Indigenous), and persons with disabilities; and</u></p> <p>(ii) <u>LGBTQ2*</u></p> <p><u>Note: While not a designated group under the Federal Contractors Program, the parties recognize and wish to remove any employment barriers and barriers</u> The parties have defined LGBTQ2* as an Equity Group under the collective agreement and wish to remove any employment barriers and barriers to fair representation for employees that self-identify as LGBTQ2*. The implementation of LGBTQ2* identified employees as the fifth Employment Equity group as an Equity Group within the Collective Agreement will be done so as not to not <u>interfere with the Employer's Federal Contractor Program obligations.</u></p>

	<p>(b) <u>Intersectionality</u> <u>For the purposes of the Collective Agreement, Intersectionality means the classification of self-identification information for employment equity purposes, considering combinations of two or more of the Equity Groups.</u></p> <p>(c) <u>Externally Available Data</u> <u>For the purposes of the Collective Agreement, Externally Available Data refers to the most recent Statistics Canada data for FCP Equity Groups by occupation for Canada as a whole or for Toronto, as the case may be.</u></p> <p>(d) <u>Internal Self-identification Representation Data</u> <u>For the purposes of the Collective Agreement, Internal Self-identification Representation Data refers to the self-identification data collected via regular self-identification surveys of current employees conducted by the Office of the Vice-President Equity, People and Culture on a regular basis and Applicant Self-Identification Data defined below in (e).</u></p> <p>(e) <u>Applicant Self-Identification Data</u> <u>For the purposes of the Collective Agreement, Applicant Self-Identification Data refers to the data the Employer collects from the self-identification form that applicants may complete in an application or selection process.</u></p>
	<p><u>5.03.4 Data</u> <u>In order to make decisions that are supportive of the mandate set out at Article 5.0.3.1(c), the parties will rely on the following data:</u></p> <p>(a) <u>Externally Available Data,</u> (b) <u>Internal Self-identification Representation Data for the most recent consecutive three contract years for which the data is available as of the November 1 proceeding the contract year for which appointment decisions will be made.</u></p> <p><u>The Employer will provide this data to the Union on the immediately following December 1.</u></p>

	<p>(i) <u>Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.</u></p> <p>(ii) <u>The parties acknowledge that it will necessarily be the case that the size of many academic units will render the data contemplated here unavailable for those academic units.</u></p> <p>(c) <u>The sole source of equity data for individual applicants for any appointment and selection procedures or programs listed by Article number in (i-iv) below is the Applicant Self-Identification Data pertaining to the appointment or selection procedures or program involved:</u></p> <ul style="list-style-type: none"> (i) <u>Article 12.04.1</u> (ii) <u>Article 12.04.2</u> (iii) <u>Article 24 Affirmative Action</u> (iv) <u>Letter of Understanding - Continuing Appointment Instructor (CAI) Program</u>
<p>Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the available data for the Greater Toronto Area reports.</p>	<p><u>5.03.4 Underrepresentation</u></p> <p>(a) <u>Representation Thresholds</u></p> <p><u>Unless otherwise agreed upon and, in order not to interfere with the Employer's FCP obligations, where the representation percentages are not lower than those in the Externally Available Data for Canada as a whole, underrepresentation shall be understood to mean fewer bargaining unit members employees that identify as belonging to one or more of the FCP Equity Groups than the available data for the Greater Toronto Area reports Externally Available Data for Toronto.</u></p> <p><u>Informed by this understanding of underrepresentation, the representation thresholds for the FCP Equity Groups current as of March 1, 2021 are as follows:</u></p> <p><u>Women: 44%</u></p> <p><u>Visible Minorities (Racialized Groups): 30%</u></p> <p><u>Aboriginal (Indigenous) Persons: 1.4%</u></p>

	<p><u>Representation data for persons with disabilities is not available either for Toronto or nationally.</u></p> <p>(b) Determination of Underrepresentation in Academic Units with Few Contract Faculty</p> <p><u>Where the number of contract faculty teaching in an academic unit render the Internal Self-Identification Representation Data for the academic unit unavailable, the Internal Self-Identification Representation Data for the Faculty as a whole will be used to determine the representation thresholds for the academic unit.</u></p>
<p>For the 2017-2020 <u>2020-2023</u> Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:</p> <ol style="list-style-type: none"> 1) Where there are fewer than 44% <u>65%</u> of members in the hiring unit doing bargaining unit work that identify as <u>members of one of the five Employment Equity groups</u> women and/or <u>and</u> where there are fewer than 50% <u>of the 65% threshold</u> 30% members in the hiring unit who <u>that</u> identify as racialized people ("visible minorities"), then an applicant that self- identifies as a racialized woman (<u>with priority being given to Black and Indigenous women</u>) will be appointed. 2) If there are no racialized women candidates, then a <u>BIPOC</u> candidate (with priority given to Black and Indigenous people) from the more underrepresented group will be appointed; 3) <u>If there are no candidates under (1) and (2) then a candidate from the more underrepresented group will be appointed.</u> 3) If there are no candidates under (1) <u>and (2)</u> or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired. 4) If there are no candidates from the under-represented groups, or if the hiring unit has met the threshold under (1), then a candidate that self-identifies as <u>LGBTQ 2SLGBTQIA</u> will be hired. <p>Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.</p>	<p><u>5.03.5 Intersectional Application of Underrepresentation Thresholds</u></p> <p>For the 2017-2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data <u>The intersectional application of underrepresentation thresholds will proceed as follows:</u></p> <ol style="list-style-type: none"> 1) <u>In academic units</u> where there are fewer than 44% members in the <u>academic hiring unit</u> doing employed in bargaining unit work that who identify as women and/or there are fewer than 30% members in the <u>hiring academic unit employed in bargaining unit work</u> who identify as racialized people ("visible minorities") members of a visible minority (racialized group), then an applicant <u>that who</u> self-identifies as a <u>racialized woman visible minority woman (a woman who is a member of a racialized group)</u> will be appointed. 2) If there are no racialized <u>visible minority (racialized) women candidates applicants</u>, then a candidate <u>an applicant</u> from the more underrepresented group <u>(a woman or member of a visible minority (racialized group))</u> will be appointed. 3) If there are no candidates applicants <u>under (1) who self-identify as a member of either group or if the hiring academic unit has met both underrepresentation thresholds in (1), then a candidate an applicant that who</u> self-identifies as Indigenous (Aboriginal) an Aboriginal (Indigenous) person and/or as a person with disabilities will be hired <u>appointed</u>. 4) If there are no candidates applicants <u>from the under-represented groups FCP Equity Groups and or if the hiring</u>

Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

academic unit has met the underrepresentation thresholds under in (1), then ~~a candidate~~ an applicant who self-identifies as LGBTQ2* will be hired.

~~Hiring Unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.~~

~~Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.~~

EQUITY HIRING: ARTICLE 12.04

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on March 14:</p> <p>A. In order to correct systemic underrepresentation 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, in accordance with Article 5.03.</p> <p>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 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.</p>	<p>Presented on March 27: OPTION 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 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 <u>their</u> curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with</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 <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, her <u>their</u> curriculum vitae, and any other non-</p>

<p>a copy to the candidate who otherwise would have received the position.</p>	<p>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></p> <p>(a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the preferred and required <u>and preferred</u> qualifications, <u>subject to 12.04.1(ii)(b), and according 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 payment equivalent to the rate of two-fifths of CD positions at the prevailing CD rate. The parties agree to review the process through the Employment Equity Committee.</u></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 preferred and required <u>and preferred</u> qualifications, <u>according to the provisions of 12.04.1 (ii)(b) below.</u></p> <p>(b) <u>Effective September 1, 2021 for appointments commencing no sooner than September 1, 2022, where there is one or more candidates who as per Article 12.06.1:</u></p> <p><u>(i) are in the pool of candidates with required and preferred qualifications, and</u></p> <p><u>(ii) who self-identify as Aboriginal (Indigenous) or visible minority (racialized), then the Letter of Understanding regarding Priority for Aboriginal (Indigenous) or visible minority (racialized) candidates, shall apply for the 2020-23 collective agreement.</u></p>
<p>(iii) <u>Pool of Candidates with Required Qualifications:</u></p> <p>Where no appointment is made under (ii) <u>because</u> and no candidate has the preferred and required <u>and preferred</u> qualifications, then the appointment shall be made from among the candidates with the required qualifications and 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>(iii) <u>Pool of Candidates with Required Qualifications:</u></p> <p>Where no appointment is made under (ii) <u>because</u> and no candidate has the preferred and required <u>and preferred</u> qualifications, then the appointment shall be made from among the candidates with the required qualifications and accordingly 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>

LONG-SERVICE OVERRIDE:

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which ~~she~~ they ~~has~~ have accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and ~~has~~ have 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~~ they shall be appointed;
- (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;
- (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;
- (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.
- (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.

LONG-SERVICE OVERRIDE:

- (b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which ~~she~~ they ~~has~~ have accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and ~~has~~ have 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~~ they shall be appointed;
- (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;
- (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;
- (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.
- (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.

12.04.2

- (i) Where the applicants for a position have no previous applicable prior experience or have equivalent applicable prior experience and meet the ~~same levels of~~ Required and/or Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted, the position shall be awarded to such an applicant who a candidate is also has self-identified as a member of one or more Equity Groups of the five employment equity seeking groups otherwise under-represented in the hiring unit for bargaining unit work per Article 5.03.3, using the process and definition of intersectionality established in article 5.03.5.
- (ii) Save and except for courses taught under 12.21, when a position is being posted in ~~the a~~ Hiring Unit for the first time, priority will be given to applicants with the most applicable prior experience that meet the Required and/or Preferred qualifications (or Required qualifications where no applicant has the Required and Preferred qualifications) as posted and who have self-identified as are members of one or more Equity Groups, of the five employment equity seeking groups otherwise under-represented in the hiring unit for bargaining unit work per Article 5.03.3, using the process and definition of intersectionality established in article 5.03.5.

Letter of Understanding - Priority for Aboriginal (Indigenous) or visible minority (racialized) Candidates Article 12.04.1

The parties agree as follows:

1. Where the circumstances set out at Article 12.04.1(ii)(b) exist then:
 - (a) For Academic Units where the data is available that indicates that the Academic Unit has not met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the academic unit as per Article 5.03.4, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; ~~or~~
 - (b) For Academic Units where data is not available to assess whether the Academic Unit has met the threshold targets for representation of

Aboriginal (Indigenous) or visible minority (racialized) employees in the bargaining unit, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; and

(b) In either (a) or (b) above, where there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv).

2. Where an Aboriginal (Indigenous) or visible minority (racialized) candidate is appointed ("the appointee") in accordance with Paragraph 1 above, then a candidate who does not self-identify as Aboriginal (Indigenous) or visible minority (racialized) and who is senior (the "Senior Employee") to the appointee, and would have otherwise been appointed to the position by virtue of their seniority, will be eligible to apply to the CUPE Ways and Means Fund as set out at Article 20 of the Collective Agreement for support from the fund in relation to any loss experienced by the Senior Employee with respect to the position to which they would have otherwise been appointed.

3. For the purposes of Paragraph 2 above, the Employer shall provide to the Union on September 1 each year commencing 2022, a contribution equivalent to the rate of two-fifths of eight CD positions at the prevailing CD rate, to the Ways and Means Funds, over and above any other required contributions to the Ways and Means Fund from the Employer. By September 30 of the year following the year in which the Employer provides the funds, the Union shall provide the Employer with an accounting of monies spent from this Employer contribution.

4. The grievance process does not apply, and no grievances will be filed regarding appointments made in accordance with this Letter of Understanding.

5. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

NEW: CONTINUING APPOINTMENT PROGRAM (CAP)	
LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on March 13</p> <p>ARTICLE X: Continuing Appointment Program</p> <p>1. Eligibility</p> <p>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible for a Continuing Appointment:</p> <p><i>Minimum Service-Based Eligibility Criteria</i></p> <ul style="list-style-type: none"> • 5 years of service in the bargaining unit (3 years for members of Employment Equity groups) • Average annual minimum teaching intensity of 1 Type 1 or equivalent assignments (0.5 Type 1 or equivalent for equity seeking groups) • Not currently holding an LSTA. 	<p>Presented on February 20</p> <p>Article XX – Continuing Appointment Program</p> <p>2. Eligibility</p> <p>Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible to apply for a Continuing Appointment:</p> <p><i>Minimum Service-Based Eligibility Criteria</i></p> <ul style="list-style-type: none"> • 7 years of service in the bargaining unit • 17.5 Type 1 or equivalent assignments in the bargaining unit over the past 7 years • 1 Type 1 (course director) assignment in the bargaining unit in each of 6 of the last 7 years
<p>2. Appointment Process</p> <p>(i) 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.</p> <p>(ii) A list of eligible employees shall be produced by the Employer by October 1st of each year, with the appointment beginning the following September 1. The Employer will notify each eligible member of their membership in the pool.</p> <p>(iii) 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.</p> <p>(iv) 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.</p>	

3. Terms of Continuing Appointment

- (i) Continuing Appointments will be automatically awarded to those who meet the eligibility requirements above should the member wish to avail themselves of the opportunity.
- (ii) 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.
- (iii) 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 maintain their 3 FCE course load, the Employer will offer an alternate FCE for the member.
- (iv) 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.
- (v) 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.
- (vi) Employees holding a Continuing Appointment may, through applications for additional contracts, teach up to the applicable cap in each year of the CAP.
- (vii) 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.
- (viii) CAP Guarantee: Employees who meet the eligibility criteria for the CAP shall maintain this status in subsequent years until such time as they provide notice that they elect to withdraw from the Program, as per the Appointment Process

3. Terms of Continuing Appointment

- (i) 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:

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

- (ii) Teaching assignments made expressly to meet the teaching assignment commitment will not be posted.
- (iii) 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.
- (iv) 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).
- (v) A continuing appointment does not have a fixed term but may end through voluntary resignation, retirement, insufficient work to meet teaching assignment commitment or documented performance concerns (please see Review of Teaching).

Teaching assignments

Teaching assignments will first consist of positions (for) which:

- 1. the CAI has incumbency;

<p>(ix) 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.</p>	<p>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; and</p> <p>3. would otherwise be posted in the bargaining unit for the first time and for which the CAI is qualified.</p> <p><u>Continuing Appointments in two academic units</u></p> <p>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.)</p> <p><u>Two or more CAIs in the same academic unit</u></p> <p>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 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.</p>
<p>[Addressed in #2 above]</p>	<p>4. Applications</p> <p>(i) 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.</p> <p>(ii) 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.</p>

- (iii) Applications must be submitted by November 1 for continuing appointments commencing the next September 1.
- (iv) 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.
- (v) Academic units will make recommendations to the Dean or Principal, or their designate, who will make final appointment decisions
- (vi) Applicants who are not awarded a continuing appointment may reapply after a period of 24 months following their previous application.

5. Review of Teaching
- (i) 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 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.
 - (ii) 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.

6. Insufficient work to meet teaching assignment commitment and end of continuing appointment

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 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.

First-time Notice of inability to meet the teaching assignment commitment

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:

Option 1

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.

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.

Option 2

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:

- 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,

- ii. a payment according and subject to the terms described below.

Second-time notice of inability to meet the teaching assignment commitment

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:

Option 1

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.

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.

Option 2

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:

- 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
- ii. a payment according and subject to the terms described below.

Third-time Notice of inability to meet the teaching assignment commitment

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 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

	<p>continuing appointment according and subject to the terms described below.</p>
	<p>7. Payment for Cessation of a Continuing Appointment</p> <p>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:</p> <ul style="list-style-type: none"> i. 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 ii. for each year the CAI held a continuing appointment to a maximum amount equivalent of the value of 2.0 CDs. <p>A CAI who receives a payment on the conclusion of their continuing appointment as described above will not be eligible to 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.</p> <p><u>Electing to resign or retire from the University</u></p> <p>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.</p> <p>Otherwise, the years of service for the qualifying period and the period of the continuing appointment will not be counted in the calculation of severance according to the Letter of Understanding: Severance. As an</p>

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.

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on March 27</p> <p>1. Eligibility</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"> • 20 years of service in the bargaining unit (15 years for Equity seeking groups); • 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) • Further, to be eligible for the severance portion at s.4 of this Letter of Understanding, an applicant 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. • Experience gained as a full-time faculty member at York University or experience otherwise gained outside the bargaining unit at York University shall be counted as Bargaining unit experience for this program. YUFA retirees are not eligible. 	<p>Presented on March 14</p> <p>1. Eligibility</p> <p>This is a time-limited program for applicants who, as of the date of their application, have at a minimum:</p> <p>a. 20 years of service in the bargaining unit, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 15 years of service in the bargaining unit.</p> <p>b. 37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years, except for applicants who self-identify as a member of one or more Equity Groups, in which case the eligibility is 20 Type 1 or equivalent assignments in the bargaining unit over the last 10 years.</p> <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>

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)	
LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>2. Terms of Transitional Continuing Appointment</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"> 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. 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. 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. 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. <p>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.</p>	<p>2. 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"> a. Two-year TCA decreases a teaching assignment commitment in the first and second year, following which the TCA holder retires and receives severance according to s.4 (Severance) below; or b. Three-year TCA decreases a teaching assignment commitment in the second and third year, following which, the TCA holder retires and receives severance according to s.4 (Severance) below.

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL

The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the **previous 5-year qualifying period contract years:**

Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)
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.

LATEST EMPLOYER PROPOSAL

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

Average number of Type 1 or Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)
2.0 – 2.4	2.0
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.

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL

For a Two-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching
1.0	0.5	0.5
1.5	1.0	0.5
2.0	1.5	1.0
2.5	2.0	1.5
3.0	2.5	2.0
3.5	3.0	2.5
4.0	3.5	3.0
4.5	4.0	3.5
5.0	4.5	4.0

LATEST EMPLOYER PROPOSAL

For a Two -year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent assignment)	Year 1 Assigned teaching	Year 2 Assigned teaching
2.0	1.5	1.0
2.5	2.0	1.5
3.0	2.5	2.0

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL

For a Three-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent Assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
1.0	1.0	0.5	0.5
1.5	1.5	1.0	0.5
2.0	2.0	1.5	1.0
2.5	2.5	2.0	1.5
3.0	3.0	2.5	2.0
3.5	3.5	3.0	2.5
4.0	4.0	3.5	3.0
4.5	4.5	4.0	3.5
5.0	5.0	4.5	4.0

LATEST EMPLOYER PROPOSAL

For a Three -year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
2.0	2.0	1.5	1.0
2.5	2.5	2.0	1.5
3.0	3.0	2.5	2.0

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL

LATEST EMPLOYER PROPOSAL

For a Four-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching	Year 4 Assigned teaching
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

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)

LATEST UNION PROPOSAL

LATEST EMPLOYER PROPOSAL

For a Five-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 or Equivalent Assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching	Year 4 Assigned teaching	Year 5 Assigned teaching
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

NEW: TRANSITIONAL CONTINUING APPOINTMENT (TCA)	
LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<ul style="list-style-type: none"> The Employer shall provide members with the opportunity to request preferred course and shall make best efforts to assign members to their preferred courses, provided no other hiring provisions in this collective agreement would be violated. The Employer shall have sole discretion in the assignment of the teaching positions based on the teaching needs of the Faculty or hiring unit(s). Except where necessary to meet accommodation needs the final decision on course assignment shall rest with the Employer. 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. <p>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.</p>	<p>A TCA may be held in one or two academic units, and teaching assignments made expressly to meet the teaching assignment commitment will not be posted.</p> <p>TCA holders may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment, defined by the number of assignments for which they are paid, through the CSSP and other collective agreement posting and appointment processes subject to the caps in Article 12.04 in each of the two or three years of the TCA.</p>
<p>3. Applications</p> <ul style="list-style-type: none"> 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. 	<p>3. Applications</p> <p>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.</p> <p>Applications must be submitted by</p> <ol style="list-style-type: none"> November 1, 2021 for continuing appointments commencing September 1, 2022; November 1, 2022 for continuing appointments commencing September 1, 2023; or November 1, 2023 for continuing appointments commencing September 1, 2024; <p>Applicants must indicate whether they are applying for a two-year or three-year TCA.</p> <p>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</p>

teaching. Applicants will submit an updated CV, which shall include a list of courses taught in the previous 5 contract years, and may submit any additional information they believe will assist with the assessment of the quality of their teaching, including such as experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design, or syllabi to assist the unit(s) in determining appropriate teaching assignments.

Academic units will make recommendations on the application(s) to the Dean or Principal, or designate, who will make final appointment decisions. No application will be unreasonably denied.

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

4. Severance

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.

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
7/35ths for 4-year TCA
8/35ths for 3-year TCA
9/35ths for 2-year TCA

of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.

For example,

- i. Based on the CD rate of \$18,000, 17/35ths = \$9,000

4. Severance

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

- i. 4215/35 of the prevailing CD rate at the conclusion of the TCA; plus
- ii. 3/35 of the grid rate in the severance year for the position of course director for each year of service in which the employee held at least one Type 1 or equivalent position in the bargaining unit.

For example, an individual who has completed a TCA and has 20 years of service would receive a total severance equivalent in value to 4215/35 + 60/35 for a total of 7275/35 at the prevailing CD rate (\$XXX according to the 2021-22 CD rate).

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

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.

LONG SERVICE TEACHING APPOINTMENTS (LSTAs): ARTICLE 24.02

LATEST UNION PROPOSAL	LATEST EMP. PROPOSAL
<p>Presented on December 22:</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: https://cupejobs.uit.yorku.ca/#</u></p> <p><u>In the 2020-2021 contract year a minimum of 7 LSTAs will for be offered for September 1, 2021, in the 2021-2022 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2022, in the 2022- 2023 contract year a minimum of 7 LSTAs will be offered to eligible applicants for September 1, 2023. To the extent practicable A minimum of 65% 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 (i.e., Aboriginal people, persons with disabilities, visible minorities, women and LGBTQ). The Employer shall make 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people).</u></p>	<p align="center">N/A</p>

NEW: LONG SERVICE REWARD PROGRAM (LSRP)

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on March 13:</p> <p>Employees who, effective September 1, 2020, have 30 or more years of service in a teaching capacity at York University (excluding CUPE 3903 Unit 2 retirees and YUFA retirees), and who have held at least one CUPE 3903 Unit 2 teaching contract over the previous 3-year period, shall be offered a severance package, including a payment in the amount equivalent to two years of salary paid at the highest salary level they have received. Employees may opt to take this severance package at any point during the term of the 2020- 2023 Collective Agreement, upon the expiry of which the offer is void.</p>	<p>N/A</p>

POST RETIREMENT BENEFITS: ARTICLE 15.27

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on February 27:</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> <ul style="list-style-type: none"> a) each retiree's health care spending account will have an annual limit of \$1800 <u>\$3000</u> (in line with paramedic benefits) 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>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> <ul style="list-style-type: none"> a) be enrolled in the York University Pension Plan; 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; c) retire the first of the month <u>within 36 months</u> following the end of her last unit 2 contract; d) elect to receive a monthly pension from the York University Pension Plan. <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges; subject to availability.</p>	<p>Presented on February 27:</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> <ul style="list-style-type: none"> a) each retiree's health care spending account will have an annual limit of \$1800; b) the total annual Employer contribution to cover post-retirement benefits over the term of this collective agreement is a maximum of \$100,000 in each year. <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> <ul style="list-style-type: none"> a) be enrolled in the York University Pension Plan; b) provide <u>a minimum of three month's</u> written notice to Pensions and Benefits that she is retiring and permanently <u>severing</u> her employment relationship with the University in the Unit 2 bargaining unit; c) retire the first of <u>no later than five months</u> following the end of her last unit 2 contract; and d) elect to receive a monthly pension from the York University Pension Plan. <p>Employees who retire according to the terms of this article shall be accorded a continuation of email privileges, subject to availability.</p>

CONVERSIONS (AFFIRMATIVE ACTION POOL): ARTICLE 23

LATEST UNION PROPOSAL	LATEST EMPLOYER PROPOSAL
<p>Presented on February 27:</p>	<p>Presented on March 27:</p> <p>Article 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"> (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 (ii) have at least five three 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 2 3 Type 1 positions in any three four years and at least 9 7 type 1 or equivalent positions in any four three years and who belong to at least one Equity Group of the four employment equity groups (i.e. aboriginal people, persons with disabilities, visible minorities and women) shall be eligible for inclusion in the Affirmative Action Pool.
<p>Article 23.04</p> <ul style="list-style-type: none"> (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 \$130,000 available</u> in each year of the collective agreement. (ii) <u>In each year of the collective agreement, the Office of the Vice President Academic and Provost shall make the greater of:</u> <ul style="list-style-type: none"> a) <u>five recommendations per year,</u> 	<p>Article 23.04</p> <ul style="list-style-type: none"> (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 equivalent to 7 Type 1 Course Directors positions \$130,000 available in incentive funding in each year of the collective agreement. (ii) For <u>appointments commencing on each of the 2018-19 year and the 2019-20 year 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 2018-19 2021-22 and two (2) recommendations in 2019-20 2022-23 of Affirmative Action Pool members for full-time faculty positions to the tenure

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<p><u>or</u></p> <p><u>b) 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></p> <p><u>For example, if in an academic year the Employer has decided to make 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><u>(iii) 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><u>(iv) Tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by April 15 and the Provost's announcement to the York community shall be made by April 30. Appointments shall commence July 1.</u></p>	<p><u>stream. A minimum of one recommendation in each of the two years will be prioritized for from among candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group) a member of one or more of the designated equity groups will be made over two years. 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 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 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>