**CUPE 3903**

**Proposal for Graduated Job Stability Program**

*CUPE 3903 proposals are tabled without prejudice to the Union’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations, and the Union’s interpretation of collective agreement language in any current or future grievance. Unless otherwise agreed any article or provision expiring during the life of the 2020–2023 Collective Agreement is hereby renewed.*

1. **Continuing Sessional Appointment Level 1 (replaces CSSP)**

12.01 CONTINUING SESSIONAL STANDING PROGRAM

Eligibility

Bargaining unit employees shall be granted ~~Continuing Sessional Standing~~  **a Continuing Sessional Appointment Level 1** 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  **or for Equity seeking groups 1.5 Type 1 or equivalent positions over the three years.** Further:

(i) All employees with ~~Continuing Sessional Standing~~ **a Continuing Sessional Appointment Level 1** will retain this status unless and until such status ends pursuant to the terms set out below.

(ii) The contract year (September 1 to August 31) will be used for the purposes of determining whether the eligibility criteria for ~~Continuing Sessional Standing~~ a **Continuing Sessional Appointment Level 1** have been met.

12.01.2 Appointment Process

(i) A list of employees who have ~~Continuing Sessional Standing~~ **a Continuing Sessional Appointment Level 1** shall be produced by the Employer by October 1st of each year. Bargaining Unit Employees who are newly granted Continuing Sessional Standing will be advised of such by the Employer by October first of the academic year in which their Continuing Sessional Standing is granted.

(ii) On or before each November 1st, employees with ~~Continuing Sessional Standing~~ **in the Continuing Sessional Appointment Level 1 pool** shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the ~~Continuing Sessional Standing~~ **Continuing Sessional Appointment Level 1** appointment exercise by filling out the appropriate section of the Blanket Application Form.

(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~~ Continuing Sessional Appointment Level 1 appointments will be posted electronically in a location accessible to employees and the Union

(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~~ **Continuing Sessional Appointment Level 1** program appointments equal to no less than 2.0 FCE. Such appointments may be made across multiple hiring units/Faculties.

(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.

(vi) A three-week deadline will be provided for offers to be accepted, counted from January 22nd.

(vii) ~~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~~. **Employees with a Continuing Sessional Appointment Level 1 may, through applications for additional contracts, teach up to the applicable cap in each year.**

(viii) Following the conclusion of the ~~Continuing Sessional Standing Program~~ **Continuing Sessional Appointment Level 1** exercise, assignments which were not accepted will be posted during the common posting periods~~, together with other assignments not included in the Continuing~~

12.01.3 ~~Continuing Sessional Standing Program~~ **Continuing Sessional Appointment Level 1**

Guarantee

Employees with ~~Continuing Sessional Standing Program~~ **a Continuing Sessional Applintment Level 1** ~~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~~  **less thantheir** ~~average number of~~ **guarantee of 2.0** Type 1 or equivalent positions ~~based on the previous 5~~ **during any** 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~~ **equal to the difference between the value of their appointments for the contract year and their minimum guaranteed 2.0** Type 1 or equivalent positions. For example, if an employee with ~~Continuing Sessional Standing~~ **a Continuing Applintment Level 1 is offered** ~~has a teaching intensity of~~ **1.5 Type 1 or equivalent positions in a given contract year the employee will receive an additional 0.5 of the rate for 1 Type 1. Such payment shall be made by April 30 of the relevant contract year** ~~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 their 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.~~

~~To qualify for the payment described in the paragraph above an employee must have:~~

~~(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, they would be the most senior incumbent candidate); and~~

~~(b) additionally applied for bargaining unit positions in accordance with their “normal” historical application profile and was available for appointment to these positions.~~

~~An employee who is twice offered 2/3 or less of their 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.~~

12.01.4 Cessation of Continuing Sessional ~~Standing~~ **Appointment Level 1**

Employees who meet the eligibility criteria for Continuing Sessional ~~Standing~~ **Appointment Level 1** shall maintain this status **until such time as they elect to opt out or when they enter into the Continuing Sessional Appointment Level 2 pool. An employee who elects to opt out of a Continuing Sessional Appointment Level 1** **shall communicate such election in writing to Faculty Relations**.~~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 five contract year period, they have 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, they will no longer have Continuing Sessional Standing.~~

~~Employees whose Continuing Sessional Standing is renewed will be advised of such by the Employer by October first of the academic year in which the renewal occurs.~~

1. **Continuing Sessional Appointment Level 2 (replaces LSTA)**

ARTICLE 24 – ~~LONG SERVICE TEACHING APPOINTMENTS (LSTAS)~~ **CONTINUING SESSIONAL APPOINTMENT LEVEL 2**

24.01 ELIGIBILITY

~~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.~~

All bargaining unit members at York University who meet the following criteria shall be granted a Continuing Sessional Appointment Level 2:

(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 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 Type 1 positions in any three years and at least 7 type 1 or equivalent positions in any three years and who belong to at least one Equity Group shall be eligible for inclusion in the **Continuing Sessional Appointment Level 2 pool.**

.

24.02 TERM OF ~~LSTAS AND COMPENSATION~~ **THE CONTINUING SESSIONAL APPOINTMENT LEVEL 2**

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.~~ **By no later than January 22nd, hiring units will offer employees in the Continuing Sessional Appointment Level 2 pool appointments equal to no less than 3.0 FCE. Employees who meet the eligibility criteria for Continuing Sessional Appointment Level 2 shall maintain this status until such time as they elect to opt out or when they enter into and are awarded appointments under the Continuing Sessional Appointment Level 3 pool. An employee who elects to opt out of a Continuing Sessional Appointment Level 2 shall communicate such election in writing to Faculty Relations.**

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~~. **By no later than January 22nd, a list of all of the Continuing Sessional Appointment Level 2 appointments will be posted electronically in a location accessible to employees and the Union.**

24.02.3 Employees ~~awarded an LSTA~~ **with a Continuing Sessional Appointment Level 2** may, through applications for additional contracts, teach up to the applicable cap in each year ~~of the LSTA~~.

24.02.4 Employees with **a Continuing Sessional Applintment Level 2** who are offered **less thantheir** **guarantee of 3.0** Type 1 or equivalent positions **during any** contract year period will receive a payment **equal to the difference between the value of their appointments for the contract year and their minimum guaranteed 3.0** Type 1 or equivalent positions. For example, if an employee with **a Continuing Applintment Level 2 is offered 1.5 Type 1 or equivalent positions in a given contract year, the employee will receive a payment equal to 1.5 times of the rate for 1 Type 1. Such payment shall be made by April 30 of the relevant contract year**

24.03 CROSS APPOINTMENT

~~LSTAs~~ **Continuing Sessional Appointments Level 2** 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.

24.04 APPLICATIONS

~~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.~~ **On or before each November 1st, employees in the a Continuing Sessional Appointment Level 2 pool shall, for each applicable hiring unit, submit an updated curriculum vitae and provide notice of intent to participate in the Continuing Sessional Appointment Level 2 appointment exercise by filling out the appropriate section of the Blanket Application Form.**

~~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.~~

~~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.~~

~~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 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 (eg, 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. 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.~~

1. **Continuing Sessional Appointment Level 3**

25.01 **Continuing Sessional Appointment Level 3**

25.01.1 Eligibility

Employees who effective the preceding September 1 have Continuing Sessional Appointment Level 2 status and who have taught at an intensity of an average of 3.0 FCEs over the three previous years (including approved leaves) are eligible for Continuing Sessional Appointment Level 3. For clarity, leaves of absence related to a Human Rights Code-based ground and/or the Employment Standards Act which were taken during the 5 year period will be expressly excluded from the 5 year term thus extending the term by the equivalent length of time for the purposes of Continuing Sessional Appointment guarantee

Upon entry into the Continuing Sessional Appointment Level 3 pool, employees shall be appointed to a Special Renewable Contract (per the proposed amendments to Appendix K of the YUFA Collective Agreement proposed and Article 25.02below).

**\*\*NEW\*\***

**25.02 SPECIAL RENEWABLE CONTRACTS**

**25.02.1 Eligibility**

**The parties agree that members of the cupe 3903 bargaining unit who, as of 1 September of the current contract year, were in the Unit 2 Continuing Appointmet Level 3 pool will be eligible to apply for a five (5) year ‘Special Renewable Contract’ (SRC) in the YUFA bargaining unit.**

**25.02.2. A hiring unit wishing to receive an SRC position must apply through their Dean/Principal to the Office of the Provost & Vice-President Academic. The application must describe how a renewable teaching appointment of the recommended candidate would assist the hiring unit in addressing its teaching needs and priorities. 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 contract faculty. The application must also document the quality of the recommended candidate’s teaching, service potential, and the advantages to the hiring unit and candidate in awarding the candidate an SRC appointment. SRC appointments will normally be in the Teaching Stream. In exceptional circumstances, a unit may propose a professorial stream SRC appointment, in which case the unit’s recommendation and the candidate’s application must document the candidate’s research or research potential. The candidate’s application must also request consideration for a professorial stream appointment. An individual will apply for an SRC to a hiring unit(s) or a Dean(s)/ Principal and shall have 45 days from the date of the announcement initiating the SRC exercise to prepare their file which will include an updated CV and all additional information the candidate deems appropriate. Applications shall be due by 31 January. Where an application is submitted directly to a Dean(s)/Principal, the Dean(s)/Principal will consult with the relevant hiring unit(s) concerning the application. The University will make its best efforts to announce SRC appointments before the YUFA common posting date of 22 April.**

**25.02.3 Number of Appointments and Appointment Criteria**

**SRCs will be awarded for to all eligible members in the Continuing Sessional Appointment Level 3 pool who apply for an SRC on the basis of how the contracts would address the teaching needs and priorities of the hiring units. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, service contributions or willingness to make service contributions, and seniority. Based on the appointment criteria, and using a collegial process, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Provost & Vice-President Academic for approval.**

**25.02.4. Terms of Appointments**

**The initial term of each contract will be five (5) years. The contract will normally be renewed by agreement of the department, Dean and individual for an additional five (5) year term and one further final three (3) year term. Such agreements will not be unreasonably withheld. As members of the yufa bargaining unit, SRC appointees shall be eligible under the terms of the YUFA Collective Agreement for Progress-through-the-Ranks increments (ptrs) and normal benefits and opportunities which accord to full-time faculty (this includes, for SRCs who retire on or after 1 July 2012, all provisions under Articles 14.07 and 14.08 of the YUFA collective agreement, including at the end of an SRC’s final contract eligibility for limited extended health care and dental plan coverage on the same basis as retirees under Article 14.08(b)(ii) and Appendix F) of the YUFA aollective agreement. However, credit towards sabbatical leave will be awarded on the basis set out in Article 12.31(c) of the YUFA aollective agreement above, but an SRC appointee will be eligible for only one (1) sabbatical leave during the total duration of the appointee’s term(s) (i.e., one (1) leave in thirteen (13) years or less). SRC appointees may be in one department/Faculty or cross-appointed to more than one department/Faculty.**

**Letter of Agreement - Special Renewable Contracts**

**The May 1, 2021 – April 30, 2024 collective agreement between the employer and the bargaining agent of the full time faculty (YUFA) includes Appendix K concerning SRCs for CUPE 3903 Unit 2 bargaining unit employees. This article provides that: “*The parties agree that members of the CUPE 3903 bargaining unit who, as of 1 September of the current contract year, were in the Unit 2 ‘Affirmative Action Pool’ and who as of that date have fifteen (15) or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last five (5) years will be eligible to apply for a five (5) year ‘Special Renewable Contract’ (SRC) in the YUFA bargaining unit.”* Appendix K further provides that: *“A total of 18 SRCs will be appointed by July 1, 2020 on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, service contributions or willingness to make service contributions, and seniority. Based on the appointment criteria, and using a collegial process, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Provost & Vice-President Academic for approval.”***

**Immediately upon ratification of a renewal Unit 2 collective agreement the parties jointly request that YUFA promptly agree with the employer to amend existing Appendix K of the YUFA collective agreement by deleting the words: “*‘Affirmative Action Pool’ and who as of that date have fifteen (15) or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last five (5) years”* and substituting in their place the words: *“The parties agree that members of the cupe 3903 bargaining unit who, as of 1 September of the current contract year, were in the Unit 2 Continuing Appointmet Level 3 pool will be eligible to apply for a five (5) year ‘Special Renewable Contract’ (SRC) in the YUFA bargaining unit.*” Further, the words: “*A total of 18 SRCs will be appointed by July 1, 2020 on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units*” shall be deleted, and substituting in their place the words: “*SRCs will be awarded for to all eligible members in the Continuing Sessional Appointment Level 3 pool who apply for an SRC on the basis of how the contracts would address the teaching needs and priorities of the hiring units*.”**

1. **Conversions**

23.02.1 Definition – All bargaining unit members at York University who meet the following criteria:

(i) have at least ~~five~~ **one** year~~s~~ 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 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 Type 1 positions in any three years and at least 7 type 1 or equivalent positions in any three years and who belong to at least one Equity Group shall be eligible for inclusion in the Affirmative Action Pool.~~

~~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.~~

23.04 FUNDING

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 **funds adequate to cover a number of conversions equal to 20% of the total number of appointments to the full-time bargaining unit** in incentive funding in each year of the collective agreement.

(ii) F~~or appointments commencing on each of July 1, 2022 and July 1, 2023 of each year of the collective agreement t~~ **In each year of the collective agreement,** the Office of the Vice-President Academic and Provost shall recommend ~~make at least two (2) recommendations in 2021-22 and two (2) recommendations in 2022-23 of Affirmative Action Pool members~~ for full-time faculty positions in the tenure stream **a number of applicants from the CUPE Unit 2 bargaining unit equal to no less than 20% of the total number of tenure stream appointments to the full-time bargaining unit.** A minimum of one ~~recommendation in each of the two years~~  **third of such** appointments will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). 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.

(iii) During this period, should any member of the ~~Affirmative Action Pool~~ **bargaining unit** 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).

23.06 If a candidate grieves a decision not to appoint the~~ir~~ **them** for that position, or the union grieves an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae and application (provided the successful candidate agrees), and any other non-confidential information that was the basis of the appointment.

1. **Long Service Reward (Severance)**

**26.01 Long Service Reward**

**26.01.1 Eligibility**

**Employees who, have at a minimum entered the Continuing Sessional Appointment Level 2 pool shall be eligible for severance should they so elect.**

**Further, to be eligible for the severance an applicant may not be a York University retiree or hold a full-time position at York University or elsewhere at the time of application or 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.**

**26.01.2 Applications**

**This program will be available for a period of 6 months following the ratification of the renewal of each collective agreement.**

**If an application is made during a term in which the individual has assignments, the severance will take effect on the first of the month following the conclusion of the term. If the applicant does not have assignments in the term in which the application is made, the severance will be effective the first of the month next following the month in which the application is made.**

**Applicants who intend to commence receipt of a York pension following the severance of their employment relationship with the University should ensure that they have taken the appropriate steps through the Pension and Benefits Office to begin receiving pension. Employees electing to retire and take the severance are deemed to have fulfilled the notice requirements for Post-Retirement Benefits in Article 15.27.**

**26.03.3 Severance**

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

**26.03.4 Severance Payment**

**Participating employees will receive severance in a total amount equal to double the individual’s highest total earnings in the bargaining unit in any of the last five contract years, payable as a retiring allowance. For clarity, leaves of absences related to a Human Rights Code-based ground and/or the Employment Standards Act which were taken during the 5-year period will be expressly excluded from the 5-year term.**