

These 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.

PROPOSAL 1: EQUITY HIRING IN ANY GIVEN HIRING UNIT

ARTICLE 12.04

12.04 A. In order to correct systemic under-representation of equity seeking groups, the parties commit to achieving the following appointment goals: (i) appoint members of the five employment equity groups (i.e., **Indigenous** people, persons with disabilities, **BIPOC**, women, and **2SLGBTQIA people**) to a minimum of 65% of all the CUPE courses being offered in the department (after calculating LSTA and CSSP appointments), and (ii) appoint 50% of such appointments to BIPOC members (with priority given to Black and Indigenous people). The foregoing equity thresholds **will be assessed annually on the basis of appointment numbers per department.**

12.04 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.**

12.04.1 Appointments shall be made as follows:

(i) In the exceptional circumstances in which a candidate for a position as course director or team lecturer is adjudged by the appropriate Dean or designate on the basis of her qualifications and experience to be substantially and demonstrably more qualified, able and competent to perform the duties and responsibilities of the position than all other candidates for the position, that candidate may be appointed to the position. Where such a candidate is appointed, the hiring unit shall forward to the union the name of the successful candidate, her curriculum vitae, and any other non-confidential information that formed the basis of the hiring, with a copy to the candidate who otherwise would have received the position.

(ii) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the preferred and required qualifications according to the provisions in (iv).

(iii) Where no appointment is made under (i) and no candidate has the

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preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications according to the provisions in (iv).

(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;

(iv) (b) 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 two-fifths of the salary for the position as severance pay, incumbency and APE.** The parties agree to review the process through the Employment Equity Committee.

LONG-SERVICE OVERRIDE:

(c) Where a candidate has a total of at least five years of service in the bargaining unit in each of which **they have** accrued applicable prior experience for one Type 1 position or its equivalent as provided by 12.06 (ii), and has at least three more years of such service than the number of years of such service of the candidate otherwise entitled to the position as per (v)(a), she shall be appointed;

(d) Where there is more than one candidate in (b), the candidate with the most years of such service shall be appointed except as follows;

(e) Where two or more candidates per (c) have equal years of such service, the candidate with the most applicable prior experience shall be appointed;

(f) 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.

(g) 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.

PROPOSAL 2: TRANSITIONAL CONTINUING APPOINTMENT

LONG SERVICE REWARD PROGRAM

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.

TRANSITIONAL CONTINUING APPOINTMENT

1. Eligibility

This is an ongoing program for individuals who, as of the date of their application, have at a minimum:

- A minimum of 15 years of service in the bargaining unit (10 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); and
- Taught in the CUPE 3903 Unit 2 bargaining unit at an average intensity of 2.5 FCEs over the three previous years.

2. Terms of Transitional Continuing Appointment

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

3. Applications

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

4. Severance

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

PROPOSAL 3: EQUITY HIRING FOR CONVERSIONS

ARTICLE 23.04: FUNDING

(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 available in each year of the collective agreement.

(ii) In each year of the collective agreement, the Office of the Vice President Academic and Provost shall make the greater of:

a) five recommendations per year,

or

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.

For example, if in an academic year the Employer has decided to make 200 tenure track appointments throughout the University, of which 80 are in departments in which CUPE 3903 holds at least 40% of the Course Directorships, the Employer must make a minimum of 16 recommendations for that academic year.

(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.

(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.

(v) If an applicant is not recommended by the School or Department, a **written** explanation will be provided to the applicant upon request.