

PROPOSAL 1: EQUITY HIRING

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 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~~ their 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) Pool of Candidates with Required and Preferred Qualifications:
 - (a) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the ~~preferred and required~~ and preferred qualifications, subject to (ii)(b) and accordingly to the provisions in (iv).

 - (b) Where one or more candidates are in the pool of candidates by operation of Article 12.06.1 Incumbency and those candidates self-identify as Aboriginal (Indigenous) or Visible Minority (Racialized), then priority for the appointment shall be given to such candidates. Where there is more than one such candidate the appointment shall be made accordingly to the provisions in (iv).

- (iii) Pool of Candidates with Required Qualifications:

Where no appointment is made under (ii) because ~~and~~ no candidate has the ~~preferred~~ required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications and accordingly to the provisions in (iv).

- (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:

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

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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.

Note: In addition to the proposal above, the Employer will propose a re-write of Article 5.03 of the Collective Agreement. Any goals, reporting requirements, etc., set out elsewhere in the collective agreement will only serve to potentially contradict language already contained at Article 5.03.

PROPOSAL 2: TRANSITIONAL CONTINUING PROGRAM

Letter of Understanding: Transitional Continuing Appointment

1. Eligibility

This is a time-limited program for applicants who, as of the date of their application, have at a minimum:

- a. 20 years of service in the bargaining unit
- b. 37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years
- c. ~~1 Type 1 (course director) assignment in the bargaining unit in each of 13 of the last 15 6 of the last 7 years~~

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.

2. Terms of Transitional Continuing Appointment

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:

- 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.

The initial teaching assignment commitment is based on the applicant's average number of teaching assignments during the 15-year qualifying period as per Paragraph 1 b. above:

Average number of Type 1 <u>or</u> Equivalent assignments	Teaching Assignment Commitment (Number of Type 1 <u>or</u> Equivalent assignments)
2.5 – 2.9	2.5
3.0 or higher	3.0

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In each year of either a two-year or three-year TCA, the TCA holder will be renumerated based on the initial teaching assignment commitment.

For a Two-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 <u>or</u> <u>Equivalent</u> assignments)	Year 1 Assigned Teaching	Year 2 Assigned Teaching
2.5	2	1.5
3.0	2.5	2

For a Three-year TCA:

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

Teaching Assignment Commitment (Number of Type 1 <u>or</u> <u>Equivalent</u> assignments)	Year 1 Assigned teaching	Year 2 Assigned teaching	Year 3 Assigned teaching
2.5	2.5	2	1.5
3.0	3	2.5	2

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.

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.

3. Applications

Individuals who meet the minimum service-based eligibility requirements at paragraph 1 above, may apply to the academic unit(s) in which they wish to hold a TCA.

Applications must be submitted by November 1, 2021 for continuing appointments commencing September 1, 2022 and by November 1, 2022 for continuing appointments commencing September 1, 2023. Applicants must indicate whether they are applying for a two-year or three-year TCA.

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TCAs will be awarded based on the academic unit or units' ability to meet its or their teaching assignment commitment to the TCA holder over the two-year or three-year term and the quality of the applicant's teaching. Applicants will submit an updated CV and may submit any additional information they believe will assist with the assessment of the quality of their teaching, including experience with different course formats, modes of delivery and pedagogies, examples of innovative practices or course design.

Academic units will make recommendations to the Dean or Principal, who will make final appointment decisions.

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

4. Severance

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

- (i) 12/35 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 12/35 + 60/35 for a total of 72/35 at the prevailing CD rate_(\$XXX according to the 2021-22 CD rate).

PROPOSAL 3: CONVERSIONS

Affirmative Action Program

Principle: This revision is to enact an expressed commitment of both Parties to the Collective Agreement to increase representation of employees who self-identify as an Aboriginal (Indigenous) person or as a member of a visible minority (racialized group) as follows:

Approach to collective agreement language revisions: Revise Article 23 – Affirmative Action to provide for the recommendations of the Provost for appointments to the tenure stream to be from among candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group) as follows:

ARTICLE 23 – AFFIRMATIVE ACTION

23.01 In recognition of the substantial contribution to the University community made by long-term employees, and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish Affirmative Action Program as outlined below. The parties agree that this Program is an ongoing commitment. In addition, in order to more fully expand opportunities for these employees, the employer and the bargaining agent of the full time faculty (YUFA) have agreed to Article 12.31(b) of the YUFA collective agreement concerning Affirmative Action for Members of the CUPE 3903 Affirmative Action Pool.

23.02 AFFIRMATIVE ACTION

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

- (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 years of service to the University and who, from 1 May 1983 to 30 April in the year preceding the current contract year, at least 3 Type 1 positions in any four years and at least 9 ~~Type 1~~ or equivalent positions in any four years and who belong to at least one Equity Group 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.

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.

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23.03 SEARCH AND SELECTION

23.03.1 Units wishing to appoint a particular eligible employee to a probationary-tenure position, either within a Unit or on a cross-appointed basis, may apply through the Dean to the Vice-President Academic for approval of a position and an allocation of monies from the Fund per Article 23.04(i).

23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Vice-President Academic for approval of a probationary-tenure position and an allocation of monies from the Fund per Article 23.04(i).

23.03.3 An individual may apply for a probationary tenure-stream position to a Dean/Principal. Where an application is submitted directly to a Dean/Principal the Dean/Principal will consult with the relevant hiring unit(s) concerning the application.

23.03.4 In all cases candidates will identify the stream (Alternate, Professorial or both) to which they are applying and hiring units will identify the stream(s) they are recommending.

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 \$130,000 available in incentive funding in each year of the collective agreement.~~ **The employer shall make incentive funding equivalent to 7 Type 1 Course Directors positions available in each year of the collective agreement.**

(ii) For ~~appointments commencing on each of the 2018-19 year and the 2019-20 year~~ **July 1, 2022 and July 1, 2023** 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 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

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