

PROPOSAL #1: 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 ~~1~~ 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.

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

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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.

(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 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, an explanation will be provided to the applicant on request.

PROPOSAL #2: CONTINUING APPOINTMENT PROGRAM

Principles

- Creates a single job-stability program for positions within the York-CUPE 3903 Unit 2 Collective Agreement that provides continued, prioritized access to teaching positions as this work is available. LSTA and SRC provisions expire with the 2017-20 collective agreement.
- The first eligibility for the Continuing Appointment Program is September 2022.
- Existing LSTAs as of September 1, 2022 will conclude at the end of their term, with no further renewal
- With its focus on prioritized access to available work and mitigations where work becomes unavailable that facilitate an exit from the program, the program potentially opens up a broader range of opportunities for eligible contract faculty than under the current programs.
- The program also replaces the need for recurring negotiations of a defined number of positions the University is committed to making over each renewal collective agreement; appointments are made through a review process on the basis of academic program and quality of the applicant’s teaching.

Draft contract phasing: add a new Article XX – Continuing Appointment Program

Article XX – Continuing Appointment Program

a. Eligibility

Individuals who, as of the date of their application, meet the following minimum service-based criteria are eligible to apply for a Continuing Appointment:

Minimum Service-Based Eligibility Criteria

- 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

b. Terms of Continuing Appointment

- a. 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

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- b. Teaching assignments made expressly to meet the teaching assignment commitment will not be posted.
- c. 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.
- d. 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).
- e. 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;
- 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
- 3. would otherwise be posted in the bargaining unit for the first time and for which the CAI is qualified

Continuing Appointments in two academic units

As a general guideline, it is expected that a CAI's teaching assignments will be distributed between the two academic units proportionate to their average number of assignments in the two units over the seven-year qualifying period. (Please see Application Process below.)

Two or more CAIs in the same academic unit

Where there are two or more CAIs in the same academic unit who are qualified candidates for the same assignment(s), the teaching assignment commitment of a CAI who has self-identified as a member 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.

3. Applications

- a. 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.
- b. 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

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minimum of 1 Type 1 assignment in each unit in 6 of 7 years making up the qualifying period.

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

4. Review of Teaching

- a. 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 full-time 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.
- b. 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.

5. 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:

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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:

- iii. 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
- iv. 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

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contract year. The CAI will receive payment at the conclusion of the continuing appointment according and subject to the terms described below.

6. Payment for Cessation of a Continuing Appointment

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:

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.

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.

Electing to resign or retire from the University

Provided that the CAI meets the teaching experience criteria set out in Letter of Understanding: Severance ("the Letter of Intent"), a CAI receiving payment on the conclusion of their continuing appointment as described above may also sever their employment relationship with the University and receive severance according to the Letter of Intent. In this circumstance, the total payment will be according to the formula in the Letter of Intent *plus* an additional payment at 2/35 the prevailing CD rate for each year of the continuing appointment. This option must be elected at the conclusion of the continuing appointment. Otherwise, the years of service for the qualifying period and the period of the continuing appointment will not be counted in the calculation of severance according to the Letter of Understanding: Severance.

As an illustration of this option, a CAI who chooses to sever their employment relationship with the University on the conclusion of their continuing appointment and has completed 6 years in the continuing appointment will be eligible for payment in an amount determined by the formula in the Letter of Intent and, additionally, 12/35 of the CD rate in recognition of the length of the continuing appointment.

PROPOSAL #3:

LETTER OF UNDERSTANDING: TRANSITIONAL CONTINUING APPOINTMENT

1. Eligibility

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

- 15 years of service in the bargaining unit
- 37.5 Type 1 or equivalent assignments in the bargaining unit over the past 15 years
- 1 Type 1 (course director) assignment in the bargaining unit in each of 13 of the last 15 years

2. Terms of Transitional Continuing Appointment

A transitional continuing appointment (TCA) provides a three-year transition to retirement and severance of employment from the University. The TCA has an annual teaching assignment commitment which decreases 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:

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

The teaching assignment commitment in years 2 and 3 are as follows:

Year 1	Year 2	Year 3
2.5	2	1.5
3	2.5	2

The TCA will receive remuneration for the full initial-year teaching appointment commitment in all three years of the TCA.

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 instructors may apply for and receive teaching assignments in addition to those making up their teaching assignment commitment through the CSSP and other collective agreement posting and appointment processes subject to the caps in Article 12.04 in each of the three years of the TCA.

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3. Applications

Individuals who meet the minimum service-based eligibility requirements, including those who hold a continuing appointment and have not received notice of insufficient work to meet their teaching assignment commitment, may apply to the academic unit(s) in which they wish to hold a TCA. 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.

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.

TCAs 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.

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

Candidates 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. 6/35 of the prevailing CD rate at the conclusion of the TCA; *plus*
- ii. the amount provided according to the formula in the Letter of Understanding: Severance, provided that they meet the teaching experience criteria set out in the Letter of Understanding.

For example, an individual who has completed a TCA and has 20 years of service eligible for severance according to the Letter of intent would receive a total severance equivalent in value to 6/35 + 60/35 at the prevailing CD rate.

PROPOSAL #4: [FOR DISCUSSION]: EQUITY HIRING

UNIT 2 ARTICLE 12.04.1 (COUNTER TO THE UNION'S PROPOSAL #37)

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 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~~ and preferred qualifications with priority given first to a candidate who has self-identified as a member of more than one of the Equity Groups and second to a candidate who has self-identified as a member of one of the Equity Groups.
- (iii) 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 with priority given first to a candidate who has self-identified as a member of more than one of the Equity Groups and second to a candidate who has self-identified as a member of one of the Equity Groups.
- (iv) Where no appointment is made under first (ii) or then subsequently no appointment is made under (iii) above, because a single candidate cannot be distinguished (i.e., a tie cannot be resolved) from among:
 - a. candidates who have self-identified as a member of more than one of the Equity Groups; or
 - b. candidates who have self-identified as a member of one of the Equity Groups;
or
 - c. all remaining candidates;

then the appointment shall be made among the candidates in question (i.e. those for whom a tie cannot be resolved) according to the provisions in (v) below:

- (v) 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:

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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 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;
- 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.