

**PROPOSAL 1: EQUITY HIRING**

<b>Current CA language</b>	<b>Latest Employer Proposal (Feb 20)</b>	<b>Latest Union Proposal (Feb 27)</b>
		<p>ARTICLE 12.04</p> <p><u>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.</u></p> <p><u>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.</u></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 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.</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 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.</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 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.</p>
<p>(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).</p> <p>(iii) Where no appointment is made under (i) and no candidate has the preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications according to the provisions in (iv).</p>	<p>(ii) Where no appointment is made under (i), then the appointment shall be made from among the candidates with the required <u>and preferred</u> qualifications <u>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.</u></p> <p>(iii) Where no appointment is made under (ii) <u>because</u> no candidate has the required and preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications <u>with priority given first to a candidate who has self-identified as a member of more than one of the Equity</u></p>	<p>(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).</p> <p>(iii) Where no appointment is made under (i) and no candidate has the preferred qualifications, then the appointment shall be made from among the candidates with the required qualifications according to the provisions in (iv).</p>

	<p><u>Groups and second to a candidate who has self-identified as a member of one of the Equity Groups.</u></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><u>(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:</u></p> <p>(b) <u>candidates who have self-identified as a member of more than one of the Equity Groups; or</u></p> <p>(c) <u>candidates who have self-identified as a member of one of the Equity Groups; or</u></p> <p>(d) <u>all remaining candidates;</u></p> <p><u>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:</u></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>(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:</p>	<p><u>(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.</u></p>

<p>LONG-SERVICE OVERRIDE:</p> <p>(b) Where a candidate has a total of at least five years of service in the bargaining unit in each of which she 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 (iv)(a), she shall be appointed;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p>	<p>LONG-SERVICE OVERRIDE:</p> <p>(b) 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;</p> <p>(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;</p> <p>(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;</p> <p style="padding-left: 40px;">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.</p>	<p>LONG-SERVICE OVERRIDE:</p> <p>(b) 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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p>
<p>(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.</p>	<p><del>(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.</del></p>	<p>(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.</p>

<p>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.</p>	<p>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.</p>	<p>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.</p>
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