**YORK UNIVERSITY**

(“York” / “the University” / “the Employer”)

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3903**

(“the Union”)

**Unit 2**

**JOB SECURITY / STABILITY JOINT COMMITTEE**

 (“JSJC” / “the Committee”)

**PROPOSAL FOR JOB SECURITY & STABILITY FOR UNIT 2**

1. ~~The Job Stability Joint Committee (JSJC/the Committee) was established as part of the LOA of July 2021 between the parties. The agreement described the JSJC’s terms of reference:~~

1. ~~Joint Committee~~

~~By no later than August 15, 2021, a joint committee will be established with the purpose of making recommendations for a new ongoing comprehensive job stability program in the York-CUPE 3903 Unit 2 collective agreement that would be in place of the Continuing Sessional Standing Program (CSSP) described in Article 12 and the Long Service Teaching Appointment (LSTA) Program described in Article 24.~~

~~Notwithstanding the joint committee having issued recommendations by June 30, 2022, it is understood that the joint committee will continue to review and may make recommendations prior to August 31, 2023 concerning the operation of voluntary severance programs that have or may be provided to employees in the bargaining unit.~~

~~The joint committee will have five Employer and five Union representatives and shall be chaired by Christopher Albertyn to assist with the joint committee’s work, at a cost to be borne equally between the parties. Mr. Albertyn shall be responsible for scheduling meetings with or between the parties.~~

~~The joint committee will make its recommendations by no later than June 30, 2022. Such recommendations will be subject to each Party’s approval process, including ratification as may be required.~~

~~Subject to each parties’ approval process, the joint committee’s recommendations may be implemented during the term of the 2020-23 renewal collective agreement or incorporated into the renewal collective agreement succeeding the 2020-23 collective agreement on its expiry.~~

~~The above-noted timelines reflect a commitment by the parties that the joint committee will, in good faith, meaningfully engage in its work and make its recommendations available to the parties prior to the commencement of negotiations for the renewal collective agreement succeeding the 2020-23 collective agreement.~~

1. ~~The initial focus of the Committee was to agree upon a set of principles or pillars upon which a job security or job stability program (“the Program”) could be built.~~
2. ~~The Committee agreed upon the following core principles/pillars:~~

*~~Throughout, “employee” or “contract faculty member” is in reference to contract faculty members in the CUPE Unit 2 bargaining unit~~*

~~The Pillars/Principles below are intended to guide the development of a new job stability program (the Program) developed within the mandate of this committee, as per the July 2021 LOA between CUPE 3903 Unit 2 and York University:~~

1. ~~The Program will improve labour relations and will promote equity and diversity at York.~~
2. ~~The Program will be the comprehensive job-stability program for positions within the York-CUPE 3903 Unit 2 Collective Agreement, such that there is one job stability program that addresses various points-in-time and levels of seniority in the relationship between a contract faculty member and York. The Program will be designed to provide predictable and stable employment to members of the bargaining unit.~~
3. ~~The Program will accurately convey to the greatest degree possible (within the context of enrolment trends, full-time faculty complement planning, and collegially determined curriculum and program reform), the opportunities and limits of job stability within the bargaining unit. This will be done by providing contract faculty members with reasonable expectations for such future work, with the goal of maximizing certainty of work for as many contract faculty members as possible.~~
4. ~~The Program and appointment decision-making criteria will be data driven in respect of a hiring unit’s immediate and longer-term academic needs. Such data will be shared and jointly reviewed by the Union and the management as part of the ongoing planning process.~~
5. ~~The Program will provide a clear process for the cessation of the contract faculty member’s participation in the Program and/or employment relationship with the University, and the parties will consider the inclusion of supports (including professional development) to those employees who wish to prepare for a cessation in their employment relationship.~~
6. ~~The parties will consider inclusion of an expectation of performance accountability that is supported by professional development opportunities focused on the pedagogical skills of contract faculty.~~
7. ~~As the parties develop the Program, consideration will need to be given to the status of employees who are already assigned work in accordance with existing collective agreement language.~~
8. ~~To develop the content of the Program, an open opportunity was provided to members of the Committee to suggest, without attribution, ideas that could be considered in applying the principles and of what might be included in the Program. These suggestions are set out as Appendix A.~~
9. ~~Given that the suggestions were not proposals of the Committee as a whole, but exploratory ideas of individuals, there was no requirement to include the suggestions into the Program. However, they gave many useful ideas of what might be contained in the Program.~~
10. ~~This Report is set out to include the following: the Committee’s proposals for the general operation of the Program; the provisions that are designed specifically to address equity issues (to the extent such issues are not already addressed); and steps for implementation of the Program; among other proposals.~~
11. ~~There are significant differences between the proposed Program and the existing rights of bargaining unit members of Unit 2. The Committee believes that, as a transitional measure, the existing rights of Unit 2 members should be grand parented, so that, substantially, existing members of Unit 2 are not required to forego rights they currently have under the collective agreement.~~
12. ~~The Program also contemplates that various supports will be provided to those who wish to be part of the Program or who are accepted into the Program. These supports are designed to provide professional development opportunities to enhance pedagogical skills, expertise, and professionalism among those who become part of the Program.~~

**The Program**

**(JSP)**

*Numbers below to be renumbered beginning with the number 1 (rather than the number 9) upon agreement to this proposal.*

1. The Committee Parties intends that the Program be utilized as the ongoing optimal method for achieving job stability and security for employees in the CUPE 3903 Unit 2 bargaining unit. Therefore, the Committee Parties recommends that the Program absorb as much of the Unit 2 work as is practicable. All hiring units with Employees who are eligible for the Program as per Paragraph 16 are expected to participate in the Program by considering the application files they receive and to appoint as many eligible applicants to the Program as is reasonably possible, having regard to the process set out in Paragraphs 18 and 19.
2. **The Joint Program Committee (JPC)**
3. There will be a new Joint Committee known as the Joint Program Committee (JPC) that will consist of five members from each party, inclusive of support persons.
4. The JPC will have the responsibility to:
	1. Review and recommend to the Employer information that the Employer provides to the Faculties, hiring units and Employees with regard to the Program.
	2. Review and recommend the information that the Union provides to its members regarding their application to and participation in the Program.
	3. Review the Employer’s reports on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year.
	4. Review the relevant equity data as it pertains to representation rates (see Paragraph 45b. below) within the Program and by mutual agreement, establishing any special measures that may be required to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
	5. Liaise and seek advice from the Employment Equity Committee with respect to ‘d’ above as may be required with respect to the establishment of special measures.
	6. Promote the training and professional development opportunities available to Employees in the Program.
	7. Any matter specifically referred to the JPC herein; and,
	8. Any other matter with respect to the Program as mutually agreed between the Parties.
5. The JPC may by mutual written agreement, subject to each of the parties’ respective approval processes, revise the Program. Without limiting the generality of the foregoing, such revisions may include:
	1. The implementation of special measures to address underrepresentation where equity data indicates that representation rates are below the established threshold representation rates.
	2. Revising the length of Program periods in hiring units where such revisions would increase Employee participation in the Program.
6. The JPC will meet not less than three times a year (on or about October 1st, March 1st, and July 1st), and so often as the JPC considers necessary. The three dates will be arranged a year advance.
7. Any dispute arising between the Parties with respect to the terms of the Program may be advanced by the grieving party to Step Four Two of the grievance procedure, subject to the time limits set out at Article 6.01 of the Collective Agreement. Failing resolution at Step Four Two, the dispute will be resolved promptly through an expeditious mediation-arbitration process., Accordingly, the parties will establish an agreed upon list of mediators/arbitrators to deal with grievances arising from the Program. Additionally, for a twenty-four-month period commencing on May 1, 2023 2025, the parties will solely utilize Chris Albertyn as the mediator/arbitrator and will agree to a series of reserve dates that will be established by December 31, 2022 2024 for the one-year periods commencing May 1, 2023 2025, and by December 31, 2023 2025 for the one-year period commencing May 1, 2024 2026. Should Chris Albertyn be unable to accept an appointment during the twenty-four-month period, the parties will appoint another mutually agreed upon arbitrator.

By mutual agreement the Parties may discuss and endeavour to informally resolve through the JPC, issues arising with respect to the implementation of the Program, prior to initiating a formal Policy grievance.

1. **Entering the Program**
2. York will notify all eligible Employees in Unit 2 in writing by September 1st that they are eligible for consideration for appointment to the Program beginning the following academic year. An Employee who has exited the Program as per as per Section G, will not be eligible for future entry into the Program.
3. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least:
4. An average of 1.5 FCEs Type 1 work over the previous three years where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
5. For members of Equity Groups as set out at Article 5.03 of the 2023-2026 Collective Agreement, an average of 1.0 FCE Type 1 work over the previous 3 years at York where the third and final year is at an intensity of no less than 1.5 FCEs of Type 1 work.
6. Eligibility for the Program for Employees who have held Tutor 6 positions ~~is~~ as set out at Appendix A.
7. Eligibility for the Program for Employees who have held Type 2 positions as set out at Appendix E.
8. Potential applicants interested in applying to enter the Program may avail themselves of the services of the Career and Conversions Advisor (see Letter of Intent 9 of the 2020-2023 Collective Agreement) or of the Mentoring Service available through CUPE 3903 Unit 2 as per Paragraph 43 below.
9. An applicant can apply to enter the Program by no later than November 1st for a September 1st start, by submitting an Application File (the “File”) to the Dean(s) or/and Principal, which will include a cover letter, current CV, teaching dossier, York University Work History and Program Application Form. The Program Application Form will ask the applicant to identify:
	* + 1. The courses they believe they are suitable to teach;
			2. Their subject areas of specialisation; and,
			3. The hiring unit(s) within the Faculty or Faculties to which they are applying to enter the Program, for which a maximum of two such hiring units may be identified.
10. Appointments to the Program will be awarded based on the hiring unit’s: Type 1 teaching needs and consideration of:

Type 1 teaching needs as per Paragraph 16 a. and b. above; or

Tutor 6 teaching needs as per Paragraph 16 c. above; or

Type 2 teaching needs as per Paragraph 16 d. above,

And consideration of:

d) a collegial assessment of the quality of the applicant Employee’s teaching file and their ability to meet the hiring unit(s)’ teaching needs;

e) the Employer’s ability to achieve fair representation of Equity Groups; and

f) an applicant Employee’s Seniority (APE).

1. On or before April 1st each year, the Employer will notify applicants to the Program in writing whether they have been successful or unsuccessful.
2. Article 12.04.1 (i-iv) of the 2023-2026 Collective Agreement pertaining to Appointments will not apply to appointments within the Program.
3. On or before April 7th each year, the Employer will inform, in writing, the Employees appointed to the Program, or continuing in the Program, of their minimum teaching assignments in the upcoming year (i.e., September 1st to August 31st).
4. The Employer may assign an Employee to work in various hiring units (including across Faculties), including, as may be necessary, units beyond those to which the Employee applied.
5. On or before June 1st each year, the Employer will advise the Union in writing of:
	1. The names of the Employees who applied to be in the Program.
	2. The names of those Employees whose applications were unsuccessful.
	3. The names of the Employees who were successful and will have a new Program appointment as of September 1st.
	4. The teaching assignments for Employees in the Program for the upcoming contract year.
	5. Both aggregate and faculty-level reports, of non-confidential representation level data of the Equity Groups among Employees in the Program.
	6. Data for all hiring units showing the ratio of FCEs that are assigned to Employees in the Program in each hiring unit relative to the total number of Unit 2 FCEs in the unit.
6. **Term of the Program and Renewals**
7. For each Employee in the Program, each Program period is 5 years in length, beginning on September 1st of the year in which an Employee enters a Program period and ending on August 31st of the Employee’s 5th year of the Program period.
8. An Employee in the Program may apply for a renewal within the Program by November 1st of the 5th year of their participation, for a maximum participation in the Program of 15 years (being an initial appointment and 2 renewals), subject to Paragraph 27 below.
9. Notwithstanding Paragraph 26:
10. An Employee in the Program, who was in the bargaining unit prior to September 1, 2023, may apply for a 3rd renewal; and
11. There shall be no predefined limit on the number of renewals for an Employee in the Program who was in the bargaining unit prior to September 1, 2013.
12. Prior to applying for a Program renewal, an Employee may request and obtain a meeting with the chair of the hiring unit(s) or designated academic administrator in a Dean’s/Principal’s Office to review the anticipated teaching needs of the academic unit or units to which they are interested in applying, based on the academic unit’s or units’ anticipated enrolment and curriculum trends and other such data as may be relevant.
13. For renewals within the Program, applications will be assessed using the same process and on the same criteria as used for an initial appointment to the Program.

1. An Employee may seek a leave under the collective agreement or otherwise and may request to pause their participation or eligibility for renewal in the Program for the duration of the leave not exceeding three years. Where a leave is granted during an Employee’s Program period the leave shall not extend the end date of the Program period.

a. An Employee who commences an approved leave during a Program period, may seek a supplementary period in the Program that is equivalent to the length of their leave, rounded to the higher number of complete years (e.g., an Employee returning from an 18-month leave may seek a renewal of up to 2 years).

1. Where an employee requests a supplementary period in the Program in accordance with Paragraph 30.a, the assessment of that request will be limited to the academic unit(s) teaching needs in relation to the employee’s previous Application for the Program. An employee request for a supplementary period in accordance with paragraph 30.a will be given priority over renewal applications made in accordance with paragraph 26.
2. A supplementary period in the Program per Paragraph 30.a shall not count as a “Program renewal” for the purpose of the limits set out at Paragraphs 26 and 27a above.
3. **Guaranteed Workload**
4. Using the data that is provided to the JPC in accordance with Paragraph 45.a, the JPC will endeavour to identify, discuss, and communicate to Employees in the bargaining unit, those trends that will enable hiring units to appoint applicants into the Program, or conversely those trends that may limit a hiring unit’s ability to appoint applicants into the Program.
5. An Employee’s minimum and maximum teaching load in the Program is 2.0 FCEs and 3.0 FCEs per year, respectively, in each of the five years of the Program appointment term.
	* 1. The Parties agree that consistent with the purposes of the Program it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
		2. Within two ~~one~~ weeks of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work in no less than 2.0 FCEs.
6. During an Employee’s participation in a Program period an Employee need not make applications for assignment of work up to the Program maximum of 3 FCEs, save in the final year, as a precaution against not being reappointed to the Program.
7. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee’s application file (see Paragraph 18) in making such assignments, including courses that they have taught previously in the bargaining unit.
8. An Employee’s seniority (APE) will accrue in the normal fashion for work performed within the Program.
9. Where a teaching assignment that forms part of an Employee’s assignments through the Program is cancelled because of low enrolment, every reasonable effort will be made by the academic unit(s) to find an equivalent alternative assignment for which the Employee is qualified.  If no such alternative is found within the same September 1 to August 31 period, the Employee may elect to receive a cancellation payment equivalent to 30% of the rate for the cancelled assignment or request that an equivalent alternative assignment be provided in the next September 1 to August 31 period.  This option will continue for each subsequent year through to the final year of the 5-year period.  If no equivalent alternative assignment has been found by the end of the fifth year, the Employee will receive a cancellation payment equivalent to 50% of the rate of the cancelled assignment.
10. **Supports within the Program**
11. While in the Program, Employees will be encouraged to acquire new skills and expertise, and to develop their pedagogical practice.

1. Each Employee in the Program may participate in workshops available through the Teaching Commons and/or available through the York University Library Workshops (for workshops where “faculty” is the targeted Audience). For such participation, the Employee will be paid at the prevailing Marker/Grader hourly rate for such participation for up to 25 hours in a 5-year Program period, as certified by the Teaching Commons and/or the York University Library. For the purposes of payment, the presentation of such certification to the Employee’s hiring unit must be made by no later than August 1st in the year in which the employee participated in such training. Payment from the hiring unit to the Employee will occur by no later than the August pay date for that year. An Employee’s participation in such workshops shall be excluded from work of the bargaining unit.
2. The Parties, through the York-CUPE 3903 Labour Management Committee will review existing funds and programs provisions that exist in the 2020-23 collective agreement to consider ways in which they can be better utilized and publicized to support the Program[[1]](#footnote-1).

1. Commencing in the 5th year of the Program, the Employer will provide additional Research Leave Funds (Article 15.15 of the 2020-23 Collective Agreement) equivalent to up to the value of twelve (12) Type 1 positions to provide up to four (4) Research Leaves each year that will be open only to Employees in the Program.
	1. To be eligible for one of the four (4) Research Leaves an Employee must be in Year 4 of the Program period (and will make application to take the Research Leave in year 5 of their Program period). An Employee who neither applied for nor received such a Research Leave in the first Program period, may apply for a Research Leave in any year other than the final year of a renewal Program period.
2. For clarity, an Employee in the Program may apply for the other Research Leaves specified at Article 15.15, subject to their meeting the eligibility criteria, but may only receive a total of one Research Leave a year. All other provisions set out at Article 15.15 apply to these four (4) additional Research Leaves.
3. In accordance with the third paragraph of Article 15.15 of the Collective Agreement an Employee who receives one of these additional Research Leaves may teach up to a maximum of 1 Type 1 positions or its equivalent during the Leave. A Type 1 position will be assigned to the Employee within the Program provided the Employee notifies their Dean they wish to teach within one (1) week of being awarded a Research Leave.
4. Regarding any surplus funds under Article 15.15, the Labour Management Committee may agree to direct such funds to Research Leaves under the Program (i.e., to be used by Employees in the Program) rather than Research Leaves under Article 15.15 of the collective agreement.
5. Commencing in the 2nd year of the Program, the Employer will provide additional Teaching Development Funds (Article 15.18 of the 2020-23 Collective Agreement), equivalent to the value of two (2) Type 1 positions plus $6,000.
	1. The funds equivalent to two (2) additional Major Teaching Development Grants will be open to Employees in the Program only and are for the purposes of Major Teaching Development Grants, to a maximum of two (2) such Grants as described at Article 15.18.1 of the 2020-23 Collective Agreement.
	2. The additional $6,000 referenced above will be open to Employees in the Program only and will be for the purposes of up to two (2) additional Teaching Development Grants to a maximum $3,000 each, as per Article 15.18.2 of the 2020-23 Collective Agreement.
	3. For clarity, an Employee in the Program may apply for the other Teaching Development Grant specified at Article 15.18, subject to their meeting the eligibility criteria, but may only receive a total of one Teaching Development Grant a year. All other provisions set out at Article 15.18 apply to these additional Grants.
	4. Regarding any surplus funds under Article 15.18, the Labour Management Committee may agree to direct such funds to Teaching Development Funds under this Paragraph (i.e., to be used by Employees in the Program) rather than Teaching Development Funds under Article 15.18 of the Collective Agreement.
6. Commencing no later than August January 31, 2024 2025, the Employer will offer annual workshops to Employees on how to apply for Research Leaves and Teaching Development Grants.
7. In addition to the other supports identified here in Section E, commencing on September 1, 2024 the University will establish a Mentoring Fund, in the amount of $10,000 per year, to be operated under the aegis of the Union, for the purpose of providing mentoring and other supports to those aspiring to be admitted to the Program, and for those within the Program, with an emphasis on mentoring for members of equity groups. The Union will report annually on the utilization of the fund to the Labour-Management Committee, including an identification of what the Funds were expended on. Unspent monies in this Fund will carry forward to the subsequent year to a maximum total fund amount of $20,000 as of September 1 in any year and subject to the Union producing the report described above.
8. Further to Paragraph 40, through the York-CUPE 3903 Labour Management Committee, the Parties may mutually agree to redirect unspent monies from the Research Grant Fund (Article 15.16) and/or the Conference Travel Fund (Article 15.17) to Research Leaves (as per Paragraph 40 and Article 15.15) specifically for Employees in the Program and/ to Teaching Development Funds (Paragraph 41 and Article 15.18) specifically for Employees in the Program.
9. **Data**
10. The JPC will review:
11. As a standing item on the JPC meeting agenda, the Employer will report on any updated enrolment and curriculum trends that will impact on the availability of work for Employees applying for appointment or renewal to the Program for the upcoming year;
12. The relevant equity data as it pertains to representation rates (see Paragraph 54 below) within the Program.
13. The University will, where possible, promptly provide all reasonable requests for data from the JPC. In making any request for data the JPC will consider the data already provided through the existing provisions of the Collective Agreement and through this Program to avoid the duplication of data production.
14. **Exiting the Program**
15. 1) A Professional Transition Payment equivalent to:
	1. 2.0 FCEs will be provided to an Employee who exits the Program at the end of a first or second Program Period and who elects to forfeit all accrued seniority.
	2. 1.0 FCEs will be provided to an Employee who exits the Program at the end of a third Program Period and who elects to forfeit all accrued seniority.

2) A Severance Payment equivalent to 3.0 FCEs will be provided to an Employee who was in the bargaining unit prior to September 1, 2013 and who exits the Program at the end of a first Program Period. The employment relationship with York University of an Employee who elects to accept a Severance Payment 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.

1. For clarity, an Employee is understood to “exit the Program” either of their own volition, or because they have reached the maximum number of renewals available under the Program. An Employee who continues to meet the eligibility criteria in paragraph 16 may apply and be considered for non-consecutive Program Periods it being understood that the maximum number of Program Periods will be three five-year appointments.
2. For further clarity, an Employee who does not elect to forfeit all accrued seniority upon leaving the Program shall not receive a Professional Transition Payment or Severance Payment and may continue to apply for work within the Unit 2 bargaining unit.
3. An Employee who is eligible for retirement either during, or at the expiry of, their Program period, may give notice to the Employer by March 31st of the year in which they intend to retire, and their retirement will be effective as of August 31st of that year. In that event, upon their retirement, they will be entitled to post-retirement benefits in accordance with Article 15.27 of the collective agreement and will not be eligible for further work within the bargaining unit.
4. To be eligible for ~~An employee who receives~~ a Professional Transition payment or Severance Payment an Employee shall not have previously received or additionally receive ~~be eligible for~~ any other form of severance payment, including that set out in the Letter of Understanding: Severance of the Collective Agreement or be a York University retiree or hold a full-time position at York University.
5. **New Cap**
6. There will be a new cap of 3.0 FCE per year for all of those who enter the Unit 2 bargaining unit from September 1, 2024 2025 onwards.
7. **Equity within the Program**
8. The parties agree that the selection of Employees into the Program will be representative of the general availability of Equity group members (as identified at Article 5 of the collective agreement) in the Canadian or Toronto population, whichever is the higher, Statistics Canada National Occupational Code NOC 41200 (“University professors and lecturers”).
9. In assigning work to Employees within the Program to Employees from Equity Groups, the University will use its best endeavours to ensure that the members of the Equity Groups are assigned Type 1 assignments in the same proportion as non-Equity Group Employees within the Program.
10. Where representation rates are below the established thresholds (see Paragraph 53)
	1. The Employer will give regard to Paragraph 19 in making appointments to the Program;
	2. Additionally, the JPC may take action in accordance with Paragraph 11 d. regarding special measures.
	3. Where representation rates are below the established thresholds the Employer shall endeavour to address such underrepresentation within three (3) years of it having been identified.
11. **Other Collective Agreement Programs**
12. The existing LSTA Program, including the renewal process, will remain in the collective agreement, but there will be no new LSTAs after those LSTAs agreed to in the Letter of Agreement re Job Stability of the 2020-23 Collective Agreement.
13. In determining whether there will be sufficient work to award a JSP appointment to an applicant, priority for assignments of work will first be given to any remaining Employees with a LSTA, or a TCA, and employees in the CUPE 3903 Unit 1 bargaining unit who are provided work in accordance with the Employer’s obligations under that Collective Agreement.
14. The CSSP will be revised as per Appendix B, attached:

The Common Posting Date will be revised as per Appendix C to accommodate the timelines for the awarding of JSPs as per Paragraph 20 and 22 above, and to accommodate the timelines for the awarding of CSSPs as per Appendix B attached.

1. **Commencement of the Program**

1. The Program as described herein will commence in the 2024-25 2025-26 contract year (i.e., on September 1, 2024 2025).
2. The Employer will appoint as many eligible applicants to the Program as is reasonably possible, having regard to the process set out in Paragraphs 18 and 19. The Parties have established a target for the Employer to deliver 50% of Unit 2 Type 1 FCEs through JSP appointments (including those FCEs assigned through the Direct Entry Program of the JSP) by September 1, 2040. The JPC may review progress toward this target.
3. By September 30 each year the Employer will provide the Union with a list of those hiring units who will be considering applications for the Program in the coming year. Such a list is intended to set expectations and to assist Employees in determining whether they will make an application into the Program and to which hiring unit(s). Those Faculties who are likely to have Employees who are eligible for the Program, but who do not intend to make any appointments into the Program will provide the JPC with a rationale by the March 1 prior to the commencement of the contract year.
4. **Disputes regarding appointments**
5. Should any dispute arise between the parties (other than on the JPC) or between an individual and the University over an appointment or non-appointment, or renewal or non-renewal, that dispute will be advanced by the grieving party to Step Four Two of the grievance procedure, subject to the time limits set out at Article 6.01 of the Collective Agreement. If there is no resolution at Step 4 Two, the issues in dispute will be resolved promptly in accordance with Paragraph 14 above.

**M. Review of collective agreement language**

1. The parties will review the existing collective agreement to determine what, if any, provisions need to be changed to ensure the effective operation of the Program.\*

*\*Given that the parties are now taking this matter up in collective bargaining it is preferred that these determinations be made together as part of the bargaining process.*

1. **Employees who are not in the Program**
2. Those Employees in the bargaining unit, who either do not wish to enter the Program, or are not eligible for the Program, or do not successfully apply to enter the Program, or who exit the Program, may continue to apply for individual course work using the provisions of the then current collective agreement regarding applications and appointments to teach individual courses, subject to any program or incentive by which an employee has forfeited either their seniority or their right to future work. Employees who enter the bargaining unit on or after September 1, 2023 2025 will be subject to the new cap set out at Paragraph 52.
3. **~~Process~~**
4. ~~The Committee recommends that this Report will be referred to the principals of both parties for ratification. Upon ratification, the parties agree that this Report will form part of the Agreed Items for the collective bargaining of the collective agreement to commence on September 1~~~~st~~~~, 2023.~~
5. **Direct Entry to the Program** **for low-seniority members who are Racialized, Indigenous or belong to two or more Employment Equity groups**
6. Notwithstanding the eligibility provisions at Paragraph 16 above, commencing on September 1, 2025 2026 the Program will be available to Employees who are Racialized or Indigenous or belong to two or more Employment Equity Groups, with less than 5 years of service in the bargaining unit may apply to the Program without the teaching intensity qualifications required at Paragraph 16, on the understanding that such eligibility will be for a single 5-year term only. Following an Employee’s 5-year term appointment in the Direct Entry Program, an Employees will be eligible to apply to the regular Program. An Employee’s participation in the Direct Entry Program will count as one period toward the maximum number of renewals in Paragraph 26.
7. The JPC will review the experience from the launch of the Direct Entry Program and may make recommendations regarding the effectiveness of the Direct Entry Program.
8. An employee in the Direct Entry Program:
9. Shall Be eligible for the same supports as other Employees in the Program per Section E – Supports with the Program.
10. Shall not be eligible for a Professional Transition Payment or Severance Payment per Section G – Exiting the Program.
11. Shall be deemed eligible for Conference Travel (15.17), Research Grant (15.16), Research Leave (15.15), and Teaching Development Fund (15.18).
12. May receive The Tuition Waiver (15.13) if they meet the requirements as set out in the Employer’s Tuition Fee Waiver Benefit Program.
13. Shall be deemed eligible to be included in the Affirmative Action pool (Article 23).

**Appendix A**

**Application of the Job Stability Program to Tutor 6 work**

Further to Paragraph 16.c of the Parties’ agreement with respect to the Job Stability Program (the “Program”), the Parties agree that:

1. Initial appointments to the JSP through Appendix A will be limited to year 2024-25 2025-26 (i.e., the year commencing on September 1, 2024 2025). Therefore, the agreements as set out below pertain only to Employees who held Tutor 6 appointments in the Year prior to the commencement of the JSP (i.e., the year 2023-24 2024-25).
2. For such employees, the language of Paragraphs 16 a. and b. will be modified to read as per Paragraph 3 of Appendix A.
3. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least:
	1. 1.5 FCEs Tutor 6 work in each of the previous 3 years at York; and
	2. 1.0 FCE Tutor 6 work in each of the previous 3 years at York for members of the following Equity Groups as set out at Articles 5.03.3 of the 2020-2023 Collective Agreement.
4. An employee who is eligible for the Program in accordance with Paragraph 3 above, is only eligible for assignments of Tutor 6 work within the Program and the collegial assessment of an applicant’s file will be conducted accordingly.
5. The provisions of Paragraph 41, Research Leave Funds and Paragraph 42, Teaching Development Funds, will not be applicable to Employees who are appointed to the Program through Appendix A.
6. The targets at Paragraph 61 of the Parties’ agreement with respect to the JSP will exclude employees appointed through Appendix A.
7. The Direct Entry Program is not intended to appoint employees to the Program for the purposes of performing Tutor 6 work.

# Appendix B

# Revisions to the Continuing Sessional Standing Program to interact with the JSP

**CONTINUING SESSIONAL STANDING PROGRAM**

1. Eligibility for the Continuing Sessional Standing Program (CSSP) shall be as per Paragraph 16 of the Letter of Agreement with respect to the Job Stability Program (JSP).

# 2. Appointment Process – Employees Eligible for a JSP

1. Commencing in September 2024, the Employer will notify all Employees who are eligible for the JSP in writing by September 1st as per Paragraph 15 of the Letter of Agreement with respect to the JSP. Employees who apply for but do not receive a JSP may receive a Continuing Sessional Standing Program Appointment as set out below.

1. On or before each November 1st, employees who are eligible for a JSP may submit an application in accordance with Paragraph 18 of the JSP
2. Applicants who do not receive a JSP, will then be considered for a one-year CSSP that will comprise a minimum and maximum teaching load of 2.0 FCEs and 3.0 FCEs.
3. On or before ~~April 21~~~~st~~ April 28th each year, the Employer will inform, in writing, the Employees referenced at Article paragraph 2.b. of whether they have been appointed to the CSSP Program, and if so appointed, of their teaching assignments in the upcoming year (i.e., September 1st to August 31st).
4. The Parties agree that consistent with the purposes of the CSSP it is preferable to assign Employees a higher rather than lower teaching load within the range of 2.0 to 3.0 FCEs, in meeting the teaching needs of the hiring unit(s).
5. The Employer will have discretion with respect to the work that is assigned to an Employee within the Program and will consider the Employee’s application file (see Paragraph 18 of the LOA regarding the JSP) in making such assignments, including courses that they have taught previously in the bargaining unit.
6. Within one week ~~(by April 28~~~~th~~~~)~~ (by May 6th) of an Employee receiving their assignment of work for the upcoming year, the Employee may decline any of their Type 1 or Type 2 assignments so long as their total assignment of work in no less than 2.0 FCEs.
7. Following the conclusion of the CSSP exercise, assignments which were not accepted will be posted during the common posting periods, together with other assignments not included in the CSSP.

# 3. Continuing Sessional Standing Program Guarantee

Where a teaching assignment that forms part of an Employee’s assignments through the CSSP is cancelled because of low enrolment, every reasonable effort will be made by the academic unit(s) to find an equivalent alternative assignment for which the Employee is qualified.  If no such alternative is found within the September 1 to August 31 period, the Employee may elect to receive a cancellation payment equivalent to ¼ of the rate for the cancelled assignment or request that an equivalent alternative assignment be provided in the next September 1 to August 31 period.

**Appendix C**

**Common Posting Dates**

# COMMON POSTING DATES

* + 1. Commencing in May 2025, except in exceptional circumstances, all postings for individual positions in the bargaining unit will be posted per the following schedule:
			1. for the fall/winter session, all but tutor 1 positions will be posted by May 13 ~~April 22~~; and applications accepted up to May 20 ~~May 28~~; and
			2. for the fall/winter session tutor 1 positions will be posted no later than May 31; and applications will be accepted up to June 15; and
			3. for the summer session, the positions will be posted by January 31 and applications accepted up to February 14.
		2. It is understood that “exceptional circumstances” per 11.09.1 may include, but are not limited to, events such as unexpected resignations, retirements, leaves, illness or rejection of a full-time offer, or a bargaining unit employee unexpectedly declining an offer or withdrawing from a position. Where possible, such positions will be posted on August 1 for the fall and fall/winter sessions, April 1 for the summer session and December 1 for the winter session, per the Late Appointments procedures.

**Appendix D**

**Short Notice Appointment Pool and Process**

**The Short Notice Appointment Pool (the “Pool”) and Process**

1. To provide for an orderly, efficient, and transparent method by which to fill appointments which may become available on short notice, and which the Employer would otherwise attempt to fill through Article 11.10 (“Late Postings”) commencing in July 2025, the Employer will create a Short Notice Appointment Pool (the “Pool”) and process through which employees by virtue of their application and entry into the Pool, may be considered to fill such appointments without need for further application to each specific appointment, and prior to the deployment of Article 11.10.
2. Appointments to be filled through the Pool will be those which meet the description of “exceptional circumstances” at Article 11.09.2.
3. The Employer will have discretion in making appointments from the Pool.

**Eligibility for the Pool**

1. Commencing in September 2024, Employees in the bargaining unit are eligible for entry to the Pool as follows:
2. Applicants to the JSP may elect, at the time of their JSP application, to be included in the Pool and if so applying will be eligible to be enrolled in the Pool whether appointed to a JSP or CSSP or not.
3. Employees who do not meet the eligibility criteria or apply for the JSP may apply directly to the Pool using the application process for the JSP.

1. Applications to the Pool will be for a three-year period running from July 1 of the first year to June 30 of the third year. No reapplication would be necessary for opportunities that become available in the Pool during that three-year period, although an employee may submit a new application within a period which will refresh the three-year period.

**Appointments from the Pool**

1. Employees enrolled in the Pool would be considered for work for which they are qualified across the University based on the quality of the Employee’s application having regard to the short notice teaching need.
2. An appointment made under the terms of this Process cannot be grieved.

**The Pool and Article 11.10 of the Collective Agreement**

1. It is preferred that appointments be made from the Pool rather than using Article 11.10 “Late Postings”. Accordingly, this Process will be deployed prior to a late posting in accordance with Article 11.10.
2. If an appointment is not made from the Pool, the appointment will be made using Article 11.10.

**Other**

1. Additionally, given the often “emergency” nature of the work, the Employer may waive the 3.0 FCE cap (see Paragraph 52 of the JSP document) as it may otherwise apply to an employee and instead allow for an additional appointment(s) to a total maximum of 4.0 FCEs.

**Appendix E**

**Application of the Job Stability Program to Type 2 work**

Further to Paragraph 16[d]. of the Parties’ agreement with respect to the Job Stability Program (the “Program”), the Parties agree that:

1. Initial appointments to the JSP through Appendix E will be limited to year 2025-26 (i.e., the year commencing on September 1, 2025). Therefore, the agreements as set out below pertain only to Employees who meet the eligibility criteria in the year prior to the commencement of the JSP (i.e., the year 2024-25).
2. For such employees, the language of Paragraphs 16 a.- b. will be modified to read as per Paragraph 3 of Appendix E.
3. Eligibility for the Program will be based on a minimum amount of previous teaching, being an intensity of at least 1.5 FCEs combined of Type 1 and Type 2 (excluding Tutor 6) work in each of the previous 3 years at York.
4. An employee who is eligible for the Program in accordance with Paragraph 3 above, is only eligible for assignments of Type 2 work as part of the Program and the collegial assessment of an applicant’s file will be conducted accordingly.
5. The provisions of Paragraph 40, Research Leave Funds and Paragraph 41, Teaching Development Funds, will not be applicable to Employees who are appointed to the Program through Appendix E.
6. The Direct Entry Program is not intended to appoint employees to the Program for the purposes of performing Type 2 work.
7. The parties acknowledge that the Employer will prioritize assignment of tutorial work to full-time graduate students.
1. Research Grants (Article 15.16), Research Leave (Article 15.15), Conference Travel Fund (Article 15.17), Tuition Costs Fund (Article 15.20), Teaching Development Fund (Article 15.18), Professional Development Fund (Article 15.19), and Tuition Waiver eligibility (Article 15.13). [↑](#footnote-ref-1)