

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option A**

Corresponds to CUPE proposal #40

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 the 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 according to the provisions of 12.04.1(ii)(b) below.
  - (b) Effective September 1, 2021 for appointments commencing no sooner than September 1, 2022, where one or more candidates in the pool of candidates with the required and preferred qualifications have self-identified as Aboriginal (Indigenous) or visible minority (racialized) the appointment shall be made as follows:
    - (i) For Academic Units where data is available that indicates that the Academic Unit has not met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the academic unit as per Article 5.03.4, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; or
    - (ii) For Academic Units where data is not available to assess whether the Academic Unit has met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the bargaining unit, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; and
    - (iii) In either (i) or (ii) above, where there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv) below.

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option A**

Corresponds to CUPE proposal #40

(iii) Pool of Candidates with Required Qualifications:

(a) Where no appointment is made under 12.04.1(ii) above ~~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 according to the provisions of 12.04.1(iii)(b) below.

(b) Effective September 1, 2021 for appointments commencing no sooner than September 1, 2022, where one or more candidates in the pool of candidates with the required qualifications have self-identified as Aboriginal (Indigenous) or visible minority (racialized) the appointment shall be made as follows:

(i) For Academic Units where data is available that indicates that the Academic Unit has not met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the academic unit as per Article 5.03.4, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; or

(ii) For Academic Units where data is not available to assess whether the Academic Unit has met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the bargaining unit, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; and

(iii) In either (b)(i) or (ii) above, where there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(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 such service than the number of years of such service of the candidate otherwise entitled to

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option A**

Corresponds to CUPE proposal #40

- 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.

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option B**

Corresponds to CUPE proposal #40

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, according to the provisions of 12.04.1 (ii)(b) below.
  
  - (b) Effective September 1, 2021 for appointments commencing no sooner than September 1, 2022, where there is one or more candidates who as per Article 12.06.1:
    - (i) are in the pool of candidates with required and preferred qualifications, and
    - (ii) who self-identify as Aboriginal (Indigenous) or visible minority (racialized), then the Letter of Understanding regarding Priority for Aboriginal (Indigenous) or visible minority (racialized) candidates, shall apply for the 2020-23 collective agreement.
  
- (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

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option B**

Corresponds to CUPE proposal #40

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~~ 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.

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**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option B**

Corresponds to CUPE proposal #40

Letter of Understanding - Priority for Aboriginal (Indigenous) or visible minority (racialized) Candidates Article 12.04.1

The parties agree as follows:

1. Where the circumstances set out at Article 12.04.1(ii)(b) exist then:
  - (a) For Academic Units where data is available that indicates that the Academic Unit has not met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the academic unit as per Article 5.03.4, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; or
  - (b) For Academic Units where data is not available to assess whether the Academic Unit has met the threshold targets for representation of Aboriginal (Indigenous) or visible minority (racialized) employees in the bargaining unit, then the appointment to the position shall be made to an Aboriginal (Indigenous) or visible minority (racialized) candidate; and
  - (c) In either (a) or (b) above, where there is more than one such candidate the appointment shall be made according to the provisions in Article 12.04.1(iv).
2. Where an Aboriginal (Indigenous) or visible minority (racialized) candidate is appointed (“the appointee”) in accordance with Paragraph 1 above, then a candidate who does not self-identify as Aboriginal (Indigenous) or visible minority (racialized) and who is senior (the “Senior Employee”) to the appointee, and would have otherwise been appointed to the position by virtue of their seniority, will be eligible to apply to the CUPE Ways and Means Fund as set out at Article 20 of the Collective Agreement for support from the fund in relation to any loss experienced by the Senior Employee with respect to the position to which they would have otherwise been appointed.
3. For the purposes of Paragraph 2 above, the Employer shall provide to the Union on September 1 each year commencing 2022, a contribution equivalent to the rate of two-fifths of eight CD positions at the prevailing CD rate, to the Ways and Means Funds, over and above any other required contributions to the Ways and Means Fund from the Employer. By September 30 of the year following the year in which the Employer provides the funds, the Union shall provide the Employer with an accounting of monies spent from this Employer contribution.
4. The grievance process does not apply, and no grievances will be filed regarding appointments made in accordance with this Letter of Understanding.

**March 13, 2021**

**Employer Proposal re Unit 2 Article 12.04.1 – Option B**

Corresponds to CUPE proposal #40

5. This Letter of Understanding shall be placed in the 2020-23 collective agreement booklet and shall form part of the 2020-23 collective agreement. It will expire with the expiration of the 2020-23 collective agreement and shall be removed from the collective agreement booklet for the subsequent renewal collective agreement unless this Letter of Understanding is renewed by the parties.

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*\*The Funds referenced at 3 above will be costed against mandate relative to Bill 124 except where the parties agree to utilize (i.e. transfer) other funds that are within mandate.*