

Employer counter proposal – Unit 2 – Article 23

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 an 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 POOL

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 three 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 2 Type 1 positions in any three years and at least 7 type 1 or equivalent positions in any three years and who belong to at least one Equity Group 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 Provost and Vice-President Academic for approval of a position.

23.03.2 Units wishing to have a special search directed to the pool of eligible employees may apply through the Dean to the Provost and Vice-President Academic for approval of a probationary-tenure position.

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 (i) For appointments commencing on each of July 1, 2025~~8~~ and July 1, 2026~~9~~, in each of those years the Office of the Provost and Vice-President Academic shall, make

at least two (2) recommendations for full-time faculty positions to the tenure stream. A minimum of one recommendation in each of the two years will be prioritized for candidates who self-identify as Aboriginal (Indigenous) or as a member of a visible minority (racialized group). Where in either of the two years, the Office of the Provost and Vice-President Academic 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.

- (ii) 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.
 - (iii) If an applicant is not recommended by the School or Department, an explanation will be provided to the applicant on request.
 - (iv) For the purposes of Article 23.04 only, for appointments commencing on July 1, 2028 and July 1, 2029, candidates who meet the following criteria shall be deemed to be in the Affirmative Action Pool:
 - a. have at least four 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 three years and a total of at least 6 Type 1 or equivalent positions over those three years; or
 - b. have at least two 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 two years and at least 4 type 1 or equivalent positions in any two years and who belong to at least one Equity Group.
- 23.05 A dispute respecting the alleged violation of the provisions of Article 23 shall be submitted directly to the Office of the Provost and Vice-President Academic.
- 23.06 If a candidate grieves a decision to not appoint them for that position, or the Union grieves the appointment that is made, the Employer shall provide the Union with the name of the appointee, a copy of their curriculum vitae and application (provided the successful candidate agrees), and any other non-confidential information that was the basis of the appointment.
- 23.07 New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at the rate of one year of credit for each block of three Type 1 appointments (as defined by Article 12 of the CUPE 3903, Unit 2 collective agreement) to a maximum of one such block per year and to a maximum credit of six years.
- 23.08 Where an individual has accrued applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure-track or Contractually Limited Appointment position for which they

have applied and holds the prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one-half full course directorships or the equivalent. Upon application by the Union the Employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.

- 23.09 The Employer agrees to provide the Union with electronic copies of all notifications of full-time faculty positions submitted to external sources and to share such notifications within relevant hiring units, at time of posting. Further, the Employer agrees to publish notification of full-time faculty positions on the York University website.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.