

JOINT COMMITTEE ON THE  
ADMINISTRATION OF THE AGREEMENT  
(JCOAA)

MINUTES OF MEETING HELD

March 27, 2017

390 York Lanes

10:00 a.m. – 12:00 a.m.

Association: Robert Tordoff (Co-Chair), Richard Wellen, Alidad Amirfazli, Sheila Embleton, Sonja Killoran-McKibbin, Nick Mulé, David Cagianca

Employer: Barry Miller (Co-Chair), Alice Pitt, Ananya Mukherjee-Reed, Shawn Brixey, Noura Shaw

Chair: Barry Miller

**Minutes**

The Employer provided minutes for the November and December 2016 meetings for Association to review. The Employer will share with the Association the draft minutes for January and February 2017.

**Update on Sexual Violence Policy and Procedures**

The Association thanked the Employer for inviting M. Armstrong, R. Castle and E. Shugar to the February meeting. The Association indicated that while the discussion was helpful, it did not address its specific questions about the management of investigation files or the schedule for training. The Association expressed concern about faculty not having information on how to deal with the disclosure of complaints and indicated that this issue needs to be addressed soon.

The Association requested a flow chart illustrating how complaints would be handled, i.e. a student complaint; a staff complaint; a faculty complaint. The flow chart is to illustrate where information would be circulated and ultimately reside. The Employer agreed to provide said flow chart.

The Employer noted that the steering committee continues to meet, and as decisions are made, they will be shared with the Association. The Employer indicated that it would

follow up to clarify and delineate different types of complaints and different procedures involved for faculty members. The Employer reiterated that any harassment complaints involving faculty would be handled according to existing policies and procedures (.e.g., Appendix Q).

### **Third Party Provider for Faculty and Staff Email**

The Association thanked the Employer for arranging a meeting with M. Armstrong and P. Lynch to address concerns raised by the Association regarding the Privacy Impact Assessment. The Association noted that the concerns were addressed and that it had no further concerns or questions at that time. The Association also noted that P. Lynch made mention of training opportunities regarding email privacy, potential security hazards the nuances of different providers at York. The Association wanted to know if there were any plans for when such training might occur.

The Employer indicated that the implementation of Office 365 was scheduled to commence in June, starting with individuals who are currently using Lotus notes. It is anticipated that a more detailed roll out plan will be made available soon. The Employer will also inquire about training opportunities on how to use Office 365.

The Association inquired whether there were plans to move student email accounts from Google to Outlook and indicated that it was principally concerned with graduate student email. The Employer indicated that it was not aware of any plans to change the email service for graduate students but would inquire.

### **Article 18.15 Implementation**

The Association remains concerned with the length of time it is taking to implement article 18.15 of the collective agreement. The parties met on March 24, 2017 to address the Association's concerns.

### **Science, Health and Engineering Infrastructure Renewal Project**

The Association indicated that it wishes to have copies of letters from the Deans or Associate Deans to the pre-tenured candidates involved in the project advising them of the possibility of a stop-out in the tenure and promotion process in the event of a major disruption of their research as a result of the project.

The Association raised concerns about the impact of the project on the Bergeron Centre. An Association caucus member indicated that space in the building is tight for faculty members and that there is not adequate space for students, who can be seen sitting on floors. The Association raised concerns about the implications for research finances, resources, and planning. The Employer indicated that it would follow up.

## **Employment Equity Data**

The Association inquired about when a breakdown of *visible minority* according to the Census categories would be available. The Employer noted that the revised self-identification survey inviting respondents to self-identify according to one or more of the Census categories is still under way.

The Association queried the length of time the survey has been out, and the Employer responded that the survey was first sent out in January.

The Association requested that the Employer review data on any gender gap in the salary of faculty and librarians at the University. The Employer indicated that it would follow up.

## **Proposed FES Affirmative Action Plan**

The Employer identified that it had concerns with elements of the proposed FES AA plan. First, in its view, once 20% of faculty members in a unit identify as *visible minorities*, the category no longer is a trigger for AA hiring whereas the FES plan indicates a target of 50% for *visible minorities*. The Employer stated its view that this could negatively prejudice candidates from other AA groups and suggested that no unit could opt out of the collective agreement. The Association indicated that it agrees with the Employer that unit Affirmative Action Plans cannot contravene the collective agreement.

The Employer identified that the FES AA Plan had three components: 1) a decision-making tree with respect to hiring; 2) specific or targeted hires; 3) robust proposals for outreach. The Employer has no concerns with the second and third elements of the plan; it encourages strong recruitment initiatives and the collective agreement allows for units to seek approval for targeted hires. However, it considers that the specific decision-making priorities in the FES plan are not in alignment with the AA Plan in the collective agreement.

The Association indicated that the concern is with the category *visible minority*, indicating that particular visible minority groups could remain underrepresented while the visible minority threshold is satisfied. The Association noted that FES is attempting to address this concern in its proposed Affirmative Action Plan. The Association indicated that it has requested a legal opinion on the ability to target specific visible minorities within the broader visible minority category. The Association conveyed its understanding that in order for the targeting of a specific group in a search to be permissible under the Ontario Human Rights Code, evidence needs to be provided that the group is underrepresented. The parties will continue this discussion at the next JCOAA meeting.

## **Title of the University Librarian**

The Employer advised the Association that the title of University Librarian may be changed to Dean, noting that the change in title would be consistent with what is increasingly the trend in university libraries. The Association asked if the Associate University Librarian title would also be changed and the Employer indicated that that the title would be changed to Associate Dean for consistency.

## **CLA Renewals**

The Employer extended an apology in regard to the renewal of CLAs for terms extending beyond 3 years in the Faculty of Health prior to notification to the Association. The Employer acknowledged the error and stated that moving forward the relevant clause in the collective agreement will be adhered to. The Association indicated that it was disappointed by the circumstance, and expects that it will not recur in the future.

## **Course Outline and Syllabus Reporting Requirements**

The Dean of Arts, Media, Performance and Design noted that the course outline template distributed by the Associate Dean was intended to be part of a pilot project. As such, the Associate Dean will send a follow up email to clarify that the course outline template sent with the original email **referred only to the** pilot project and that its completion was optional. The Association indicated that it did not interpret the email to suggest that the template was intended as a pilot project and indicated that the clarification memo should be sent to faculty members as soon as possible.

## **Anomalies Calculations**

The Employer had previously shared with the Association revised template letters advising faculty of the outcome of their application for an anomaly adjustment based on feedback from discussion at JCOAA indicating that more detail explaining the outcome of the application would be helpful. As a follow up, the Association queried the discretion provided to the Dean to make salary adjustments in the case of faculty members who did not meet the strict “anomaly” threshold. The Association indicated that it did not believe that there was a discretionary component to the exercise and that that affects the information members may provide. The Employer noted that this discretion has been a feature of the anomalies exercise for well over a decade and made reference to the memorandum that is distributed annually to announce the anomalies exercise. The Association queried how often such discretion is exercised. The Employer indicated that its understanding is that such discretionary adjustments have not occurred often. The Employer indicated that it would follow up with information about the number of such cases.

The Association inquired whether it was possible to have circumstances in which individual Deans do not use the regression data provided for the exercise. The Employer noted that the anomalies exercise is well established and believes that the regression information is appropriately used. The Employer also noted that recommendations for anomaly adjustments are approved by the Provost. The Association expressed the view that it is not clear from the letter announcing the anomalies exercise that regressions will be used.

## **New Bus Locations and Accessibility**

The Employer mentioned that there are no new updates. The Association indicated that there are more and more concerns and questions about buses, particularly suburban buses, including whether users will have to pay additional fares and the additional time it will take them. The Association suggested that it may be worthwhile to include transportation issues on the agenda that would include transportation within a campus, between York campuses and transportation to York campuses.

## **SSHRC Carry-Over**

The Employer indicated that a communication was sent in January to researchers with remaining funds in an amount of 50% or more of the original award to advise them of the change in Tri-Agency policy by which funds remaining at the end of the grant that are 50% or more of the value of the original award will be returned to the Tri-Agency.

An Association caucus member indicated that he was advised by SSHRC that it sent out notification of this change in policy to Canadian universities in November of 2015.

The Employer indicated that relevant University offices have reported that they did not receive a communication about the change in policy until January of this year. The Association expressed concern at the apparent communication break down and asked whether the VPRI was following up with the Tri-Agency.

The Association indicated that there is a provision by which researchers can request a deferment of their project and queried whether the University could advise researchers of this provision in its regular communications. The question was raised whether this information was provided directly to researchers by SSHRC. The Association indicated that it would be helpful nonetheless for the University to communicate information about this provision to researchers.

### **Pension Calculation Issues**

The Association noted concerns it has with the review of pension calculation errors that was undertaken by AON. The concerns included the small sample size (data centering on the case of 6 individuals), the lack of an independent verification by Aon of calculations provided by the Pension and Benefits team and the limited timeframe covered by the data (no data were post-2009). The Association expressed the position that the Employer needs to undertake a comprehensive review of the pension calculation errors using an external provider other than the Plan Actuary. The Association also expressed the view that all negatively affected faculty members need to be made whole, regardless of the amount. The Employer acknowledged that it needs to undertake the appropriate analysis and corrections and indicated that it would be following up regarding a more comprehensive analysis of the pension calculation issues.

### **Drug Card**

The Employer indicated that the policy of dispensing generic medications and coverage of dispensing fees would not change with a prescription drug card but rather that there would be a more consistent administration of the existing plan. The Employer indicated that it would follow up with further information.

### **Home Internet**

The Association noted that it has researched the policy/practices at comparable Universities and indicated that numerous Universities allow some sort of reimbursement for home Internet charges. The Association noted that some of the Universities, including the University of Western Ontario, provide full reimbursement to their faculty members for home internet use charges. The Employer indicated that it would follow up

to see whether the University has made a final decision about whether to include costs for home internet use charges among eligible expenses for reimbursement through funds other than Tri-Agency funds.

### **College Masterships**

The Dean of Liberal Arts and Professional Studies noted that the search committees and the Faculty agreed to post for the Master positions for three-year terms instead of five-year terms. The Dean requested a three-year term for the Masters because her term will come to an end in three years' time and she believed that it would be best for the terms for the Masters not to extend beyond the end of her term. The Dean indicated that the search committees did not have concerns about a three-year term and agreed to the proposal. The Association indicated that it was advised that the postings were originally for a five-year term and were later amended to indicate a three-year term. The Dean was not aware of the information provided by the Association. The Association indicated that it considered 5 years to be the normal length of term for Masters. The Association expressed its view that there was great value in continuity of Masterships between one decanal administration and the next and that synchronizing appointments would likely lead to more difficulties rather than fewer.