

JOINT COMMITTEE ON THE
ADMINISTRATION OF THE AGREEMENT
(JCOAA)

MINUTES OF MEETING HELD

January 16, 2018

280A York Lanes

2:00 p.m. – 4:00 p.m.

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

Employer: Leanne De Filippis (Co-Chair), Alice Pitt, Norma Sue Fisher-Stitt, Ananya Mukherjee-Reed, Noura Shaw

Chair: Rob Tordoff

Minutes

The minutes of the October 2, October 24 and November 21, 2017 meetings are approved. The Employer will send the revised draft minutes of the June meeting to the Association prior to the next Co-Chairs' meeting. The Employer will also send the December 12, 2017 minutes to the Association as soon as possible.

Article 18.15 RRP – Retractions, 2018-19 Approvals

The Employer will produce for the Association a list of the Article 18.15 approvals for 2018-2019 separated by Faculty and Unit prior to the next Co-Chairs' meeting.

The parties discussed the operation of YUFA releases. The Association stated that YUFA releases are recognized under the Collective Agreement (CA). The Association also noted that deferring a YUFA release was acceptable in the past and should remain this way moving forward. The Employer queried the timing of such deferrals and the Association indicated that some flexibility would be needed depending on individual circumstances (for instance, in the cases of CA leaves, sabbaticals, etc.). The Association requested that the Employer provide a statement indicating that YUFA releases are exclusively governed by the Association since the Association is reimbursing the Employer for said releases.

The Employer asked when payment for a deferred YUFA release would be made. The Association stated that it could not provide a clear statement on this, as it would be dealt with on a case by case basis. The Association stated that it does encourage

faculty members to take their releases at the time they are earned but suggested that YUFA releases can be carried forward under Article 27.04.

The Employer was only aware of one example where a YUFA release was deferred in the last three years and this one case does not necessarily create a practice. The Employer asked the Association whether there were other cases where this may have occurred. The Association provided examples where the deferral of YUFA releases may have occurred and indicated that it would not be difficult to demonstrate a past practice.

The Association stated that there are three (3) concerns regarding releases:

1. Article 18.15 and its administration;
2. YUFA releases; and
3. Obtaining a copy of Dean Singer's policy referencing how much banking is allowable without a special memo from the Dean.

The Employer acknowledged that M. Singer, the former dean of the Faculty of Liberal Arts & Professional Studies, issued at least one memo that addressed the practice of banking releases, but YUFA releases were not mentioned. The Association requested a copy of that memo. The Association indicated that as its own entity, YUFA is able to purchase and bank its own releases. The parties agreed that it would be helpful for the parties to discuss this at the next Co-Chairs' meeting.

The parties discussed concerns arising from the administration of research releases in cases of leaves and for members on IRL. The Employer indicated that in the specific case of the member on maternity leave, that the individual was receiving the full release and that it would provide documentation to the Association. In the case of eligibility on IRL, the Association indicated that the issue had been a matter of discussion during one of the dispute resolution panels and the panelists had agreed at that time that members on IRL would remain eligible.

The parties also agreed to discuss the concerns regarding research release eligibility for faculty members on maternity leave and IRL at the next Co-Chairs' meeting.

Grant Applications and Academic Freedom

The parties discussed whether a Dean can change a grant application without the consent of a faculty member. The Association requested that the Employer make it clear to Deans they cannot do this under any circumstances, even if a mistake is made by a faculty member in a grant application.

The parties noted that some of the lack of clarity stems from a reference in the Minutes of the meeting of October 24, 2017 which they have agreed to amend by striking the last sentence under this heading (please see attached). To be clear, the Parties agree that there is no practice of Deans' offices unilaterally altering individual grant applications and that the Dean / Principal or designate will communicate directly with

faculty members if there are errors in their grant applications. The Employer indicated it would discuss this item with the Deans.

Access Copyright

The Association queried the scope of the survey of materials with regards to the Access Copyright litigation. The Association indicated that it has received the communication, but that it does not explain how many faculty members' materials were collected or provided to the court. The Association queried whether any faculty members were informed that their material had been collected and submitted. The Association's concern is that faculty materials were reviewed, sampled and may have been shared with third parties without the knowledge or consent of the faculty members.

The Employer clarified that production was made pursuant to the order of a federal court judge. The University Secretary and General Counsel indicated there had been discussions with YUFA and that information produced was anonymized.

The Association did not believe this had been raised specifically with YUFA. The Employer indicated that it will follow up with further specifics.

Outlook 365 – Privacy Training, Email Migration and Training

The Association stated that there have been a number of cases where faculty members have been negatively affected by the move from Lotus Notes to Outlook 365. Faculty members do not feel that they are being properly supported throughout the migration process. For example, there are issues of archives not being transferred to the new system, there are different issues with MAC systems vs. Windows based systems, etc. The Association stated that it appears as though there is only a team focused on the mechanics of the migration and not one to help deal with the problems afterwards.

The Employer noted that there is a mechanism to report concerns. The Association stated that reports have been made, but that there is inadequate follow up.

The parties also discussed the training regarding privacy for faculty members and the Employer noted that it will provide a date for this training as soon as possible.

Equity and AA Program

The Employer stated that it will send the information regarding the gender gap analysis and the sample AA report template to the Association following the meeting.

The parties discussed the establishment of a side-table to determine a framework/terms of reference for JCAA. Members will include the JCOAA co-chairs, C. James, C. McPherson as well as one (1) additional representative from the JCOAA caucus on each side and one (1) JCAA representative from each side.

The Employer reported a ninety percent (90%) response rate to the self-identification survey by faculty members. The Employer cannot determine or report when the self-identification survey was completed. The Association pointed out that for self-ID characteristics that may change over time, a static single-point survey of each faculty member will not capture the current status.

The parties agreed there was merit in a joint communication to encourage faculty members to complete or update their Self-ID survey. The parties will request that this item be added to the agenda of the next JCAA committee meeting.

Renovations and Office Relocations

The Employer will provide a list of faculty members who are being temporarily or permanently relocated from Atkinson.

The Employer stated that it has been communicating particulars around the move directly with individual faculty members, separate and apart from JHSC protocols. The Employer also noted that the decision to relocate members was to avoid health and safety risks.

The Association stated that it does not agree with how the Employer has handled the relocations thus far and that if protocols have been followed, new protocols must be developed. The parties agreed to move this discussion to a side-table to discuss the difference in perspectives and to document and/or develop applicable protocols to address the process of office relocations.

Alternate Stream Tenure & Promotion Document

The Association stated that the Co-Chairs of the Senate T&P committee sent a communication approximately seventeen (17) months ago addressed to the Provost (at the time) and to the YUFA President. According to the Association, the Senate T&P committee stated that the Alternate Stream T&P procedures are too inflexible. The Association has put forward a revised document for consideration and is requesting a meeting with the Employer to discuss the suggested changes. The Association stated that it would be beneficial to have this meeting soon, as there has been an increase in Alternate Stream appointments in the previous three (3) years. The Employer indicated that it would have to follow up to confirm its position regarding how this item should be addressed.

Health – Learning and Teaching Fellows

The parties agreed to invite P. Safai to a future meeting once there are any updates to the Program.

Length of Terms for College Heads

The Employer noted that the advertisements went out prior to the announcement of change in title. Last year, the term for the advertised positions was specified as three years to align with the current Dean's term. Further, the role of the College Head must be considered pan University.

The Association stated that this issue was raised last year and that the change of term from five years to three years is seen as a change in practice. Last year the Association was told it was a one-off and not a change, but now that it is two years in a row, the Association sees it as a change in practice.

The Employer noted that one of the currently posted positions is a carry forward from the last exercise. The Employer noted that it does not consider the change in term in one specific faculty as constituting a change in practice and while that the job description normally states a five term, the Employer will not seek to rely on these instances as evidence of change in practice.

Urban Studies Program

The Association brought forward a concern from colleagues in the Urban Studies program who are apparently being informed that they will be moving into the new Faculty which will result from a merger of FES and LA&PS – Geography pursuant to the Motion approved in principle by Senate. The Employer stated that no final decision has been made and noted that there is an LRP update schedule for February 2018.

The Association stated that it was under the impression that on January 10, 2018, the Provost stated that she will move Urban Studies to the new FES and Geography Faculty. The Employer reiterated that no final decisions have been made. Furthermore, the Employer stated that faculty members in the Urban Studies program who do not want to move will not be forced to move. For faculty members who do want to move, the receiving Dean will have to agree to accept them.

CLA Renewals and Teaching Evaluations

The Association expressed concern around the length of term for the CLAs in AMPD, as there appears to be a three (3) or four (4) month gap between the end of one contract and the beginning of the next. The Employer stated that this has been the practice in that member's case for the last three years and noted the unit does not normally offer courses in the summer term. The Association expressed the view that such renewals were not permitted under the Collective Agreement.

Another concern raised by the Association is that there appears to be a CLA position to replace the Interim Dean in FGS, but that the CLA's extension is for one academic year beyond his term as Interim Dean. The Employer noted that the need for a CLA will remain beyond the expiry of the Interim Dean's term. The Association suggested then

that LA&PS provide additional information regarding the exceptional circumstances.

The Employer stated that the CLAs in Economics are needed as there are searches for three tenure-stream positions currently occurring and that Economics is a high-need area. The Association pointed out that the CLA extensions are in fact for the period after the new tenure-stream hires would have arrived, and that therefore the rationale is actually the high need in Economics, which should lead to more tenure-stream hires.