

JOINT COMMITTEE ON THE  
ADMINISTRATION OF THE AGREEMENT  
(JCOAA)

MINUTES OF MEETING HELD

February 13, 2018

280C York Lanes

2:00 p.m. – 4:00 p.m.

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

Employer: Leanne De Filippis (Co-Chair), Norma Sue Fisher-Stitt, Noura Shaw

Chair: Leanne De Filippis

Regrets: Alice Pitt, Alidad Amirfazli, Ananya Mukherjee-Reed

**Minutes**

The minutes of the December 2017 and January 2018 meetings were approved in principle, as the Association noted that it had a few minor edits to make. The June 2017 minutes were approved as well.

**CLA Renewals and Teaching Evaluations**

The Association stated concern with the renewal of CLA contracts that run for less than one year. It is the Association's position that all CLAs should be employed without interruption. The Employer noted that it has been practice in AMPD for this CLA to be for periods of less than one year. The Association stated that it was not aware of such a practice and noted Glendon and AMPD as possible areas of concern. The Association expressed interest in receiving the data.

The Employer noted that the Collective Agreement contemplates CLAs being an academic session and indicates that for the Autumn/Winter year there is a minimum of nine (9) months. While the Association agreed that the CLAs can be hired for nine (9) months at a time, the concern is around having gaps in employment between the renewal terms. The Employer suggested that this has been the practice for many years and it has not been an issue in the past. The Association indicated that it had never been advised of such a practice and, as such, indicated its view that there was not an established past practice of any kind. The Association put forward that the provisions for

renewals under Article 12 require renewals to be continuous from the date of the expiry of the previous contract. The Employer disagreed.

The Employer will provide the 2017-18 report of CLA appointments and the specific needs they are responding to by the end of the week. Going forward, the Parties have agreed on a regular timeline for the reporting of CLA appointments as per Art. 12.06(d), normally September.

With respect to the CLA positions being renewed beyond three years and for which the Employer had provided memoranda outlining the exceptional circumstances, the Association noted that in its view, the Glendon French Centre is relying too heavily on CLA work and a tenure stream position should be considered. The Employer referenced its email to the co-chairs that confirms the intention to request a tenure stream appointment.

With respect to the CLA renewal in IDS, while the Association had queried the original rationale it noted that it is open to continuing the conversation of the circumstances surrounding this extension. The parties discussed the exceptional circumstances and agreed to follow up further in writing.

Regarding classroom visits in LA&PS for CLA renewals, the Employer reported on the outcome of its review, under the current dean the call has been issued in two of three years - the call was not issued last year. The Employer noted that previously the call required an evaluation for all CLAs, regardless of whether a renewal was being sought and the matter had been a topic of discussion at JCOAA.

The Association expressed its view that the Collective Agreement does not stipulate a classroom visit for CLAs and that this only happens in cases of Tenure & Promotion. The Association also stated that it sees this as an infringement on academic freedom and that classroom visits only seem to be an issue in LA&PS, which creates a lack of consistency in practice across the University.

The Employer suggested the parties revisit the minutes of past JCOAA meetings to ascertain what had previously been discussed.

### **Art. 18.15 RRP**

The Association queried whether research release was granted to people who have a reduction in load, for example, IRL and for those on parental leave. The parties agreed that individuals would be given research release in the cases of parental leave, provided that there is teaching to be released from. The Employer stated that the intent of Article 18.15 was to provide a reduction for someone who had a full course load, which

is normally 2.5 in a professorial stream position. The language also stated that a release cannot result in an annual teaching load of less than 1.0.

The Collective Agreement does not contain language regarding whether a faculty member who is on IRL would be excluded from the program. It is the Association's view that individuals who are on IRL should qualify for the research release program under 18.15, so long as the release would not bring their teaching load below 1.0 FCE. The Association noted that the parties had discussed the issue during at least one Dispute Resolution Panel and in that case had agreed that members on IRL would be eligible.

The Association raised the issue of one faculty member who is currently on IRL and who was on a full load last academic year. The Employer stated that it will follow up on the particular case that was brought up offline. The Association agreed that it would be beneficial to resolve the individual case expeditiously but also requested that the Employer confirm whether the parties have a shared understanding of the eligibility of members on IRL for the 18.15 Research Release Program.

## **Equity and AA Program**

### **a. Gender Gap Analysis**

The Association thanked the Employer for sharing the gender gap analysis. The Association inquired about who is excluded from the exercise and what the figures on the Y axis represent on the scatter plots, and what standard deviation lines are shown.

The Employer indicated that the Y axis indicates a log transformation of the base salary and identified that a 2.0 standard deviation was used. The Association asked why a 2.0 standard deviation had been used when the anomalies exercised used a 0.5 and also queried why it was necessary to transform salary figures at all.

The Employer noted that Schulich is the only Faculty to have been removed from the exercise. The parties noted that CLAs, Alternate Stream faculty members, and Librarians and Archivists were also not included in the exercise. The parties discussed that the gap analysis. The Association indicated that it would be interested in receiving the data for Schulich, despite the fact that it is run independently, and requested the results of the exercise for the Alternate Stream and for Librarians and Archivists.

### **b. JCAA Side-Table**

The parties agreed at the Co-chairs' meeting that a JCAA side-table meeting would take place. The Employer representatives will be: Dean Fisher-Stitt (JCOAA member), Associate Dean McPherson (JCAA), L. De Filippis (JCOAA co-chair). The Association's members will be: J. Krikorian (JCAA member), N. Mulé (JCOAA member), R. Tordoff (JCOAA Co-Chair) and S. Killoran-McKibbin (YUFA Staff Representative). The parties will also invite C. McPherson and A. Boodram.

### **c. JCAA Report Template**

The Association stated that it has reviewed the template and will send its suggestions to the Employer.

### **Teaching Load Documents**

The Employer noted that there are no updates at this time.

### **CV Call**

The parties have agreed on language that clarifies highlighting would be appreciated but is not a requirement. The CVs would be due in November and the call would go out six (6) – eight (8) weeks in advance. This would allow faculty members time to prepare their submissions to the Deans. The Association noted that in the past, this was not the case and that regularizing the timing and format of the call for CVs would be in the best interest of all parties involved in the process.

### **New Appendix P Positions in Libraries**

The Parties agreed that the new Director positions in the Library would be placed in Category seven subject to a review after a period of eighteen months.

### **Revised Decanal Search Procedures**

The Parties discussed the revised Decanal Search procedures.

The Association raised the following points for clarification:

- How are the procedures intended to apply in the Libraries which does not have a faculty council structure, see for example:
  - o section 1 – President initiates a search by communicating with faculty council,

- section 2 - Faculty Council electing members
- Could representation of faculty members with familiarity with the role of Deans (section 3(a)) include those who have been Associate Deans, AVPs, etc. in departmentalized faculties?
- Section 3(c) that search committees should reflect broadly the gender and demographic diversity of the Faculty – should this be diversity of the University
- Section 6 – Can the President chair a search committee?
- Section 9 – who gets to see the short list? Does it include the President?

With respect to the Pilot Provisions:

- 3rd paragraph – Will faculty council have access to the CVs/cover letters of top ranked candidates who are invited to present in closed session to faculty council?
- How is it anticipated that faculty council provide input (signed letters, ballot, ranking)?

The Association also questioned why the procedures limited the short-list to two when there are normally three candidates. The Employer noted that the Procedures do not preclude more than two candidates being short-listed. The Association further expressed its concern that one candidate could shut down an open process and suggested that an entirely process would be preferable and would only require informing candidates in advance that search would be open.

### **Office Relocations**

The parties discussed setting up a side table to develop agreed upon practices that would apply to office relocations in the normal course noting there could be exceptional circumstance involving incentive funds. The Employer offered to prepare a draft for discussion.

### **Alternate-Stream Tenure and Promotions Document**

The Employer indicated that it would prefer to address the proposal to amend the Alternate stream tenure document in bargaining.

The Association expressed its view that the matter would be best addressed at a side table and noted that in the past changes to T&P have been done separately from bargaining and characterized it as unusual notwithstanding that it becomes part of the

collective agreement that the parties ratify. The Association characterized the proposal to amend as driven by a request from the Senate Tenure & Promotions Committee, to which both parties have a duty to respond.

### **Collective Agreement Negotiations**

The Association noted that it has served notice to bargain and inquired about scheduling meetings and the Employer's team composition. The Employer noted that its remains to be determined at this stage and would follow up. The Association informed the Employer that the following individuals are on the bargaining team: J. Podur, A. Redding, F. Latchford, M. Hoffman, S. Trivedi, R. Wellen (ex-officio), S. Killoran-McKibbin and E. Black. The Association expressed its interest in meeting before the end of the month and the Employer committed to following up.