

JOINT COMMITTEE ON THE
ADMINISTRATION OF THE AGREEMENT
(JCOAA)

MINUTES OF MEETING HELD

March 20, 2018

Canlan Ice Sports Complex

989 Murray Ross Pkwy

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-Sitt, Loredana Infusini

Regrets: Ananya Mukherjee-Reed, Noura Shaw

Chair: Rob Tordoff

Minutes

The minutes of the December meeting are approved. The Employer has minor modifications to the minutes of the January meeting which it will circulate along with the draft minutes for the February meeting.

Bargaining

The Employer indicated that it still had not finalized its team but anticipated that L. DeFilippis, B. Miller and A. Pitt would remain on the team with the addition of one or two Deans.

CUPE 3903 Strike- Meetings between the Parties

In terms of meeting locations during the labour disruption, the Association noted the importance of access to facilities such as printing. The Employer will inquire into available facilities.

Appendix A

The Association inquired about the status of the Deputy Provost Markham, and VP Equity positions vis a vis Appendix A and indicated that the Employer would need to bring forward a proposal for their inclusion in Appendix A. In terms of the VP Equity position, the status of the position must be clarified. The Employer will follow up.

Outlook 365- Privacy Training, Email Migration and Training

The Employer noted a prior discussion with the Director, Information & Privacy Office (IPO) who had indicated that training modules would be posted on the Outlook site. The Employer further noted that the IPO is open to other training formats, e.g. lunch and learn, webinar, etc. The Association expressed the view that delivery in a range of formats, including in person sessions, is needed and asked that the Employer open 'lunchtime' sessions as soon as possible.

The Association again noted that the email migration has not been smooth and there continues to be a lack of information about how to access archived content, which remains unavailable, and a lack of a smooth mechanism for how to report concerns.

CUPE 3903 Strike-Related Matters

- (A) Location of Meetings.** The Association requested the Employer meet at their current off campus location. The Employer is trying to accommodate all stakeholders and is attempting to strike an appropriate balance between the interests of the various meeting participants.

- B) Course Evaluations.** The Employer indicated that course evaluations would be conducted on an opt-in basis rather than opt-out and reported that a communication would be forthcoming to explain the process for faculty members who wish to opt in to course evaluations for Winter 2018 and Fall/Winter 2017/2018 courses. The Employer confirmed that faculty members would be able to choose not to use the course evaluations in the tenure and promotion process, or for any other purpose, at their discretion.

- C) Exams & Course Suspension.** The Association is concerned about the exam schedule as it relates to the accuracy of information about courses which have been suspended but are not listed as such. The Employer noted that there is no reason to cancel exams for the courses that have continued but the Association raised a concern about invigilation of exams in large courses that have continued, since exams in large courses require, under Senate policy, numerous invigilators who are usually drawn from CUPE Units 1 and 2. The Association asked how the Employer proposed to resolve this issue. The Employer noted that a range of options are available for exam supervision.

- D) Remediation.** The Association requested clarification regarding the memo from the Provost about the process for course suspension. The Association expressed its view that professors should make the decision to cancel their courses and that such a rationale shouldn't require the "concurrence" of the Dean.

The Employer explained that the process was developed in order to provide clear and timely information to students about the status of courses which are

expected to continue unless the faculty member provides a course status form outlining an academic integrity rationale for why the course cannot continue. The Association suggested that the current system was doing just the opposite and creating more confusion. The Association further objected to the messaging from York that the majority of courses are running when the university's figures list the majority of courses as suspended, which is causing confusion for students and poses a problem for courses that are suspended.

The Association would like to know how Faculty should handle research trips, conferences, etc. that are held in the summer if they are supposed to continue teaching after the strike. The Employer explained that it would be prepared to handle all types of remediation scenarios, including faculty member research and other commitments, and it is expected that this will happen within each Faculty.

CLA Renewals

The Association raised the CLA for Development Studies. The Employer had previously confirmed in email correspondence to the Association that the renewal will proceed based on the prior discussion between the parties. The Employer noted that one further memo in respect of the exceptional circumstances surrounding a CLA renewal will be forthcoming from Schulich.

Teaching Load Documents

The Employer confirmed it is not aware of any teaching load documents having been approved. The Association noted there is a teaching load document in ESSE (Lassonde) and that the Dean is suggesting that the teaching load in respect of Alternate Stream faculty will be stated only in the letter of appointment. The Association indicated that the teaching load document should identify teaching load for the unit, rather than having it set individually. The Employer will follow up with the Dean.

Sabbatical Request Template/ Form

The Association inquired about the forms used by LA&PS and AMPD. Specifically, the Association identified that faculty members indicate intention to take a sabbatical and that such an indication should not be framed as a request or application. The Association raised further concerns about the requirement of a "letter of support" from the Chair in AMPD and asked why the AMPD form referenced a requirement of a detailed plan, when Article 20.05 in the YUFA Collective agreement states only a general statement is required. The Employer explained that the forms are intended to streamline the process. The Association noted that some elements of the AMPD form could be helpful but requested that the language be reviewed based on the concerns it had expressed. The Employer agreed to engage in further discussion of the form.

Sexual Violence Response Office- Training and Wait Times

The Association reported on a concern from a professor in respect of a student referral to the SVRO; the next available appointment provided was apparently not for 3 weeks. The Employer indicated that it would follow up and queried whether it was an initial intake appointment or counselling noting the arrangement for counselling services through the Barbra Schlifer clinic. The Association noted that the experience of the Professor in question highlights the need for training for faculty members, which is still not available more than a year after the SVRO opened.

Alt- Stream Tenure and Promotional Documents

The Association noted its desire to amend the T&P criteria applicable to alternate stream faculty to achieve harmony with the T&P criteria applicable to Professorial Stream. The Association proposes to solve the issue outside collective bargaining with minor changes to the language. The Employer had previously indicated its view that this can be addressed in, or as an outcome of, bargaining.

Other

The Association raised one further concern about faculty members who are unable to spend Tri- Council Funding because of the strike, for example if the PI had budgeted for a graduate assistant and those funds weren't being paid. The Employer queried whether this might be an allocation issue but indicated clarification would be sought from Finance.

The Association expressed its concern that the meeting was not well attended by representatives of the Employer's side; that the partial absence from the meeting of the Vice Provost seriously impeded important discussion; and that low attendance from the Employer's side was in danger of threatening quorum.