

**JOINT COMMITTEE ON THE  
ADMINISTRATION OF THE AGREEMENT  
(JCOAA)  
MINUTES OF MEETING HELD  
May 17, 2018  
Canlan Ice Sports Complex  
989 Murray Ross Pkwy  
4:00 p.m. – 5:30 p.m.**

Association: Robert Tordoff (Co-Chair), Richard Wellen, Sheila Embleton, Nick Mulé, Miriam Smith, Sonja Killoran-McKibbin, Kristin Skinner

Employer: Leanne De Filippis (Co-Chair), Alice Pitt, Noura Gharibo Shaw

Regrets: Norma Sue Fisher-Sitt, Ananya Mukherjee-Reed, Paula Wilson, Alidad Amirfazli

Chair: Rob Tordoff

The Association expressed its view that the parties should have met one day prior and no precedent is being set from its perspective for future urgent meetings to take place outside the time specified in the Collective Agreement. The Employer indicated that good faith, best efforts were made to meet on such short notice and was proceeding despite the absence of two (2) of its committee members.

### **Meetings and Communications**

The Association stated that faculty members find it hard to keep up with the changes to Senate policies. The Association stated that JCOAA should not be the conduit of information and that the Employer is responsible for notifying faculty members of changes. The Association stated that it would like the University to make faculty members aware of communications from the Provost's office. The Employer indicated that all general labour updates are sent via email to all individuals who have signed up. Notwithstanding this, the Employer noted that it will explore how general communications might be disseminated more broadly. The Association noted that general labour updates did not include key information about restructuring of terms or other items that are essential for faculty members and suggested that the Senate Executive Committee or perhaps a designate from the Provost's office could potentially develop a practice of sharing information with faculty members where necessary. The Association provided the examples of remediation and provisional grades as topics which, from their perspective, could have been better communicated to faculty members, noting that changes to Senate communications are not communicated

beyond Senate. The Employer indicated that Faculty Relations will inquire about receiving updates on developments from Senate Executive in an effort to improve the flow of information to faculty members.

## **CUPE 3903 Strike:**

### Winter Term Remediation

The Association stated that faculty members need more information on what remediation will look like and how it will impact faculty members. The Association noted that faculty members are unclear on what their responsibilities are and how to carry out their work in this context. The Association also indicated that, in its view, a response of “each situation will be assessed on a case by case basis” is inadequate because it will imply significant workload and delays in addressing issues. The Association further observed that there are certain scenarios (e.g. sabbaticals commencing July 1) which will clearly impact numerous faculty members and which the Employer should be able to develop a plan for. The Employer stated that each scenario will be unique and that it is willing to work with faculty members and be as flexible and creative as possible in identifying options for remediation.

### Marking, Provisional Grades and Final Grades

The Association queried what the University’s expectation is regarding the completion of grading that is usually done by CUPE members. The Employer stated that the continuation of the strike does not preclude anyone who wishes to grade student assignments from doing so. The Association reported that some members are receiving pressure to do things they are not required to do and asked for reassurance that individuals in this scenario will not be disciplined. The Employer confirmed that it will not require anyone to do the work of any unit that is on strike and therefore would not discipline a faculty member for refusing to do such work. The Employer indicated that an FAQ would be posted on the labour site.

The Association queried what information is available for the faculty members whose students are seeking provisional grades. Specifically, it queried the process followed for this, notification to faculty and adjustment to grades after the strike. The Employer noted that the statements published by Senate Executive need to be adjusted, as there were two things not representative of the discussion and decision: first, the statement made it sound as though the provisional grade is available to students when, in fact, it is a last resort and students need to engage the Associate Deans in this process; second, there is a sentence indicating that *final* grades are subject to review. The statement will be adjusted to change the language from “final grades” to “provisional grades”. Provisional grades are intended to get students to a place where they can graduate. The Employer noted that it will be important that all attested, assessed and provisional grades are

finalized by instructors and also that it will look at what communication is occurring at the Faculty level and will devise a plan about the messaging around grades.

The Association stated that there needs to be better communication to faculty members. The Employer noted that faculty members who are not in contact with Chairs and Deans would not be communicated with and indicated that those in contact would have provided grades. Provisional grades are for students who have applied to graduate; it is a remedy applied administratively and only as a last resort when other options have been exhausted. The Association queried whether the Employer's FAQs deal with students who are given provisional grades as a last resort. The concern is that the students will be out "in the real world" and cannot come back. The Employer stated that Senate has made it very clear that the University will need to have very flexible options around remediation. The Association asked how students will complete the course following the strike. The Employer indicated that some issues were still being determined but that grades will be reviewed after the strike and those whose transcripts are not a true reflection of their grades might face having their degrees revoked. The Employer also noted that it would not be a faculty member's responsibility to communicate this to the students.

The Association queried how faculty members might be compensated for overload work. The Employer stated that it is modifying the form previously used and that, once updated, the form will be distributed through JCOAA Co-Chairs prior to broader circulation. The Employer distinguished between suspended classes for which faculty members might not have overwork to be compensated and courses that have continued, in which remediation will be required for students who request it. The Association queried whether the process will only apply to remediation or to summer overwork as well. The Employer stated it is difficult to anticipate overwork in the context of the summer term but indicated that it will follow up.

#### Timelines for Remediation: Classes, Scheduling Conflicts, Summer Terms

The Association asked whether classes will be offered in S2. The Employer stated that it has not cancelled terms; rather, decisions have been made based on what courses can be mounted. The Employer also noted that courses will be mounted as long as there are sufficient weeks available per term. The Employer mentioned that there are approximately thirteen summer term options that will be mobilized to meet the flexibility needs of the instructors. The Association indicated that there had been a communication that the S2 term was being cancelled, which has caused confusion for faculty members.

The Association asked about possible scheduling-conflicts during remediation. The Employer noted the scheduling of remediation is not expected to conflict with summer and options will provide flexibility. The Employer replied that there will be a much reduced SU in terms of the number of courses offered. The Association stated that there are faculty members who have suspended courses and will be teaching in the summer. The Association also brought up concerns regarding situations where people

are going on sabbatical, pursuing research commitments, or entering retirement and stated that there may be cases where remediation would be taken up under a separate contract by someone other than the original faculty member assigned to the course.

### Academic Integrity

The Association raised concerns reported by faculty members that Deans are refusing to approve the suspension of summer courses for reasons of academic integrity. The Association mentioned that it is aware that some students will not cross picket lines and reminded the Employer that Senate policy stipulates that faculty members are best positioned to decide whether or not a course may proceed with academic integrity. The Employer replied that when faculty members seek to suspend a course for academic integrity reasons part of the set procedures is to seek the Dean's agreement. The Association stated that in circumstances where the Dean and faculty members cannot agree, Senate should decide when or how academic integrity issues would be dealt with. The Association stated that it has concerns that the Employer is taking the decision making out of the individual instructor's hands and putting it into the hands of the Dean. The Employer reminded the Association that the Dean assigns the workload and that workload is not an academic integrity matter. The parties agreed that the University is in a unique set of circumstances, as it has not previously had a labour disruption when a new term is starting.

### Teaching Assistance and Marker/Grader Support

The Association stated that TAs largely are not available until after the disruption and indicated that colleagues have been asked to redesign their courses as a result. The reported rationale is that there are fewer students enrolled in courses. Nevertheless, the Association noted, redesigning a course is an extra burden of work and responsibility. The Association stated that it would expect that its members would not be required to revamp a course. The Employer stated that faculty members may wish to forego caps or work without teaching assistance but the Association indicated that the Employer could not negotiate individually with members and members could not voluntarily waive collective agreement provisions. The Employer stated that no faculty members have foregone collective agreement entitlements in the context of the summer terms.

### Course and Term Cancellations – Implications for Faculty Members

The Association stated that it wishes to understand the implications for faculty members whose courses are being cancelled. Specifically, it is the Association's position that the faculty member would not owe any teaching. The Association stated that when classes are cancelled due to low enrollments teaching is owed because it is out of the hands of the faculty member and the University but that in this situation courses were being cancelled because they could not be offered in the context of the labour disruption, for which faculty members should not be penalized. The Association stated that if the Employer takes this position, it would grieve and contest this decision in each individual case. The Association queried when it will be announced to faculty members that their

courses will be owed if cancelled this summer. The Employer stated that it is difficult to make categorical statements like this, as each individual circumstance will have its unique circumstances and that the Employer is prepared to be flexible. The Association stated that the Employer then expected each individual faculty member to make a case to their Dean to ensure that they do not owe summer courses.

The Employer indicated that sabbatical start dates have been honoured and will continue to be honoured. If faculty members have questions around their specific circumstances regarding sabbaticals, course remediation and summer teaching, they should speak to their Dean. The Employer also noted that retirement dates are irrevocable and that if faculty members who are scheduled to retire as of July 1<sup>st</sup> are interested in taking part in remediation for their courses then a discussion with the Dean should take place.

The Association queried whether candidates for tenure and promotion will be offered course evaluations this summer, as well as the option of stop outs. The Association stated that it has received reports from faculty members that Deans' offices have not informed faculty members that course evaluations can be excluded and indicated that this is especially the case in LA&PS. The Employer indicated that it will look into this and follow up.

#### Case by Case Decision-making

The Association stated that it is concerned because there have been reports that a lot of issues will be addressed on case by case basis and indicated that it is seeking general statements from the Employer on matters to ensure equitable treatment of members. The Employer noted that communication between faculty members and their Deans can occur via email correspondence and in person and reiterated that each circumstance will be different. The Employer also noted that it is trying to be creative and provide as much flexibility to faculty members as possible.

#### Late Withdrawal

The Association conveyed its concern regarding the December 31<sup>st</sup>, 2018 date as the last point of withdrawal from a course and indicated that this will result in a lot of overwork reaching into the end of the next fall term and that workload issues could continue into the winter term. The Employer replied by stating that it is the case that the protracted length of the strike will mean that there are a lot of unique situations that will come up.

The Association brought up concerns around vacation and indicated that this is a contract right and the uncertainty is creating anxiety for some faculty members. The Employer indicated to the Association that faculty members should speak to their Deans about their concerns.

The Employer noted that there have been faculty members who have already completed remediation in an informal way. The University has made a decision that students can leave their dorm rooms and plans for the summer can go on as scheduled in most instances. The Association queried whether there has been any decision to push back the start of the fall term and the Employer stated that this might be a possibility. The Employer reminded the Association that the FAQs are frequently being updated and indicated that it will take back the point on better communication of broader issues.