

JOINT COMMITTEE ON THE
ADMINISTRATION OF THE AGREEMENT
(JCOAA)

MINUTES OF MEETING HELD

February 26, 2019

280 C York Lanes

10:00 a.m. – 12:00 p.m.

Association: Sheila Embleton, Ellie Perkins, Sharon Wang, Sonja Killoran-McKibbin
Employer: Leanne De Filippis (Co-Chair), Norma Sue Fisher-Stitt, John-Justin McMurtry,
Loredana Infusini
Regrets: Miriam Smith (Co-Chair)

1. Minutes

The Association will provide its comments on the Minutes from December 12, 2018 early next week. The draft Minutes of the January meeting are expected for Co-Chairs.

2. CUPE 3903 Strike Remediation

- Deferred and Provisional Grades

The Employer explained that Senate Executive had suggested there be one further attempt to confirm provisional grades. In late January, the Provost sent out a communication to all deans regarding a final call for provisional grades. As of June 18, 2018, there were 7,149 provisional grades requiring follow up which allowed 3,281 students to receive their degrees and convocate at the regular time.

The Employer reported that at the end of the exercise in January, data from the Registrar's office showed there were 339 provisional grades for which no reply was received and therefore assumed that no change was required.

Otherwise, 87% of provisional grades had been finalized by October. Once the originally approved dates were passed for approved standing, 95% of the provisional grades were finalized by completing the remediation period or submitting final assignments by deferral. The Employer noted that the 5% may not necessarily be strike related. The Employer indicated that it had started to rescind some degrees but that the process was strictly through Dean's Offices and should have no workload implications for faculty members.

- **Overwork Compensation**

The Employer confirmed that written responses to Requests for Overwork Compensation will be provided in LA&PS.

The Association raised the issue of requests for overwork compensation in relation to faculty members holding Appendix P positions. The Employer indicated that such requests are being dealt with on a case by case basis and noted its view that the overwork compensation model for course instructors does not easily apply to requests for overwork associated with Appendix P positions since from its perspective, there is no consistent work load associated with Appendix P positions. The Association expressed its view that the 2015 MOS between the parties covers all instances of overwork due to a labour disruption, not simply work carried out by course instructors.

The Association concurs that each person seeking overwork compensation needs to provide sufficient details of the overwork but expressed the view that the strike clearly caused additional work. The Employer indicated that it would review the issue and suggested further discussion about how to assess the scope of overwork in co-chairs.

The Association further sought clarification that overwork could apply to any period during the strike and remediation period and was not restricted to the period of remediation once CUPE 3903 had returned to work. The Employer confirmed that overwork compensation was not restricted to work carried out during the formal remediation period.

3. Renovations and Office Relocation

- SHPM March 20 move meeting

The Employer noted that a meeting with the Dean and colleagues is being scheduled for March. The Association explained that colleagues are concerned about timing and interested in contingency plans if the related moves are delayed. Further, the Association noted that the colleagues will want to know how the plans consider the concerns they had previously identified around health and safety and accessibility. The Employer noted that these will be addressed at the meeting.

- Protocol

The parties continue to work on the office move protocol. The Employer noted that it is not averse to preparing a separate lab move protocol but expressed its view that it needs to be taken up separately in view of the different consideration such moves engage. The Association indicated that it was not opposed to separating the two but that protocols need to be established for both types of moves.

4. Items from MOS

- Joint Subcommittee on Employment Equity and Inclusivity

The parties are seeking to schedule two to three meetings before the end of June. The Employer confirmed that Maz Fallah, Associate Dean, Research & Innovation, in the Faculty of Health will serve as its third representative, joining Rebecca Pillai-Riddell, AVP Research and Sarah Barrett, Associate Dean, Academic Programs in the Faculty of Education as the Employer

Representatives on the committee. The Association expressed concern about the delay in getting the committee started.

The Association asked about the status of the search for the Vice-President, Equity, People & Culture position and the request from the YUFA equity committee for the hiring committee to provide a public list of applicants and accept input and support from the York community through the hiring process. The Employer was not aware of the request to the hiring committee but will make inquiries and endeavour to provide an update about the status of the search.

- Implementation of Increased Payments for Sabbaticants

The Employer noted the two situations that have emerged: 1. those faculty who have elected to have a salary reduction over the course of two years as of July 1, 2018. The Employer confirmed that on a one-time only exceptional basis it agrees with the Association's proposal to provide persons in this category with 93.75% salary support during the sabbatical period. 2. The second situation involves persons who commenced sabbatical on January 1, 2019. There are only a few persons in this category, the Employer proposed that they receive the 2.5% increase to sabbatical salary commencing as of July 1, 2019. The Association confirmed its agreement with this arrangement.

5. Anomalies Exercise

The Employer confirmed that where the headroom had not been spent and there were applicants who did not receive an adjustment it is because the applicant's salary was not anomalous. The parties discussed the need for more information about what happens in the event that the funds are not fully utilized by a given faculty, or in a given year. The Association asked how the amount of awards were determined and requested the rationale for not giving higher increments to bring faculty member up to the line if the headroom exists.

The Employer noted that we can anticipate things will be different in the next exercise when faculty members are not required to submit an application. The Association requested the anomalies chart for the 2018 exercise which the Employer noted it will be able to provide shortly.

6. Notice of Intent to Proceed to Sabbatical

The Employer noted that the Mach Form is intended to streamline the process and act as a repository for all records as a convenience to everyone. LA&PS is amending the title of its form from 'request' to 'intent' to proceed.

The Association expressed concern that faculty members were being asked to provide a letter of support from their Chair and indicated that there was no such requirement in the collective agreement. The Association indicated that the issue had been taken up the previous spring at JCOAA and there was an understanding between the parties that the Dean could contact the Chair of a unit to determine whether there were any concerns with scheduling.

The Employer explained it was seeking Chairs' written support because it is important to departmental and course planning and impacts CUPE hiring. The Employer indicated that the LA&PS form will be amended to request that the faculty member attach confirmation that arrangements have been discussed with their Chair pertaining to curriculum planning.

The Association suggested that the most simple solution would be for the form to be automatically submitted to both the Chair and the Dean's Office at the same time. The Employer agreed that a faculty member need not submit a letter of support but instead could be offered an opportunity to comment if there were any curricular concerns. The Employer indicated it would follow up on the technical aspects of such a process.

7. Central Mail Migration

The Employer noted the improved user experience associated with the move to Outlook, including: a shared/ synced calendar, increase in email size to 100GB, full integration with O365, enhanced security, anti-spam and anti-malware technology. There is also capability to send emergency communications to O365 users. The Employer plans to discuss the sustainability of the existing centrally supported email systems but suggested such discussions be deferred until after the migration exercise.

8. Student Accommodation- Audio recording

The Employer explained that the letter had been amended – it notes that where audio recordings are an accommodation, the students must treat the recordings with appropriate confidentiality, agree to delete the recording once they receive their final grade; failure to abide by the conditions could give rise to academic honesty proceedings. The Association indicated that this letter had been the subject of agreement at a past JCOAA and noted the template misspells 'signature'.

9. STS- Suspending Enrollments

The Association explained that colleagues are expressing concern about the decision to suspend enrolments in STS. The Association expressed concern about this constituting restructuring and the perception of the absence of consultation with the unit, or response to the document the Unit submitted to the Provost's Office.

The Employer noted the suspension of enrolment is in response to an external review and indicated that from its perspective, it is not a restructuring but rather a request that colleagues engage in a strategic revisioning of the program. The Employer agreed to look further into the status of the November 2018 report.

The Association noted that the decision to suspend enrolments creates heightened concerns for the pre-tenure faculty members.

10. GA Assignment Protocol

The Employer noted they have a draft protocol they are working on with CUPE that is separate from the letter of intent. Once approved, the application process will be in the CUPE collective agreement and applications would be through the office of the VPRI. The Employer explained that under the draft protocol faculty could submit applications three times annually for incentive funding (June 1, Oct. 1, and Feb. 1).

The Association reiterated its request for information about rates charged for GAs. The Employer indicated that the Faculty of LA&PS had introduced \$2000 incentive funding and had distributed

an email outlining the Faculty and researcher costs of hiring a GA. The Employer indicated it would provide the email from LA&PS and would follow up for information from Finance regarding GA costs.

11. Request for a Renewal of a CLA at Glendon

The Association expressed its view that the CLA renewal at Glendon must be for an uninterrupted term. The Employer indicated that the teaching load for the faculty member had been pro-rated. The Employer noted that the contract was issued at the time the memo outlining the exceptional circumstances was provided.