

JOINT COMMITTEE ON THE
ADMINISTRATION OF THE AGREEMENT
(JCOAA)

MINUTES OF JCOAA and LRP MEETINGS HELD

March 19, 2019

280 C York Lanes

2:00 p.m. - 4:00 p.m.

Association: Miriam Smith (Co-Chair), Sheila Embleton, Ellie Perkins, Sharon Wang, Sonja Killoran-McKibbin

Employer: Leanne De Filippis (Co-Chair), Alice Pitt, Norma Sue Fisher-Stitt, John-Justin McMurtry, Mihaela Stancescu, Loredana Infusini

LRP

Budget Presentation & SHARP

The Provost provided an update about the budget presentation and SHARP. The Association expressed interest in the impact of the tuition cuts to the University budget. The Employer explained that the cut applies only to domestic students, and that there would be a differential impact on the faculties based on the proportion of their budget derived from undergraduate tuition revenues. Arising from bargaining, the Employer is committed to including an accounting of expenditures from the University fund in its annual budget presentation to Senate and APPRC. With respect to the contingency line item in the budget noted by YUFA, the Employer explained the year after a strike is an anticipated low intake year, and typically there is a reputational hit over a 4 year period. The Association observed that the impact appeared to be high in 2018-19 and then decrease in 2019-20 before increasing again in 2020-21 and requested an explanation of the calculation and a projection for 2021-22 to gauge the impact. The 2021-2022 rolling budget was not ready but the Employer agreed to look into the questions raised and review the budget assumptions.

Complement

The Association is keenly interested in ensuring that the Employer respects the CA provision capping the total salary mass for teaching stream at 15%. The Employer's data modelling projects we will not bump up against the salary cap until 2035. The Association indicated that it has been asking for months to see the data used and the assumptions made in the Employer's modelling. In particular, the Association noted that the five year period the Employer seemed to be using included a very low year at the start and did not include the current dramatic spike in teaching stream hiring. The Association proposed a meeting of the JCOAA Co-chairs to review the data with the relevant staffers who could outline the assumptions.

The Association takes the overall cap on teaching stream seriously and expressed concern that the Employer was not taking this provision seriously. The Provost takes the provision very seriously as well and indicated that the Employer would agree to report on the modelling annually. The Employer is seeking to clarify the data and modelling involved in coming to its projection and will get back further on this item. The Association noted the sense of hierarchy between professorial and teaching stream and observed that the equity considerations in hiring had to take into account the distribution of members of equity-seeking groups across both streams. The Provost noted a goal to eliminate the hierarchy between teaching and professorial stream.

The Association noted that it was ready to discuss retiree benefits at bargaining, but it did not receive a very fulsome response from the Employer. The Association suspects that active members may defer retirement in order to maintain active member benefits. The Association stated that from its perspective, the Employer's statements in the Provostial Complement Paper indicate an employer preference to reduce the number of older faculty and that such statements are discriminatory. The Employer indicated this is not the case; it is just a striking trend in the system. The Association proposed that the Employer consider a joint survey conducted by the parties to survey faculty who are within ten years of normal retirement or who are active beyond their normal retirement date to obtain hard data on the factors affecting the decision to retire.

Markham

The Association requested an update about plans for Markham. The Employer explained that it is in the best interests of the University to remain and expand our presence in Markham. York Region has a large and growing population of 18-24 year olds so it will be important for new enrollments. The Employer noted that York is pursuing opportunities for funding, including donors and by way of recovery of cancellation costs from government.

FES Geography Merger

The Association requested a status update. The Employer noted that the facilitating group came together Feb. 27 to discuss the vision and mission statements. There are still some questions about governance. There is interest in moving ahead and an update will be available shortly.

Project Benchmark

The Association requested information about the results from the Project Benchmark exercise. The Employer indicated that it would provide a PowerPoint to summarize the results from the last benchmarking exercise. There will be a service transformation exercise, including facilities management, Health & Safety, HR and Finance. The Association asks how the strike was accounted for; the Employer will follow up.

Libraries Restructuring

The Association is concerned with the Director positions and expectation that the Directors will be assigning responsibilities. The Employer explains there were changes to the descriptions to clarify collaborative workload assignment. The Employer noted the Library is continuing through the transition period from last July when 5 new Directors began in their new roles. The Association noted language in the job description, referencing the CPPCAPLA document, which it believes should not be in the job description; rather, the description should refer to professional responsibilities. The Employer indicated it would follow up.

JCOAA

Minutes

The Employer anticipates the draft Minutes of the January and February meetings will be available by the next co-chairs meeting.

CUPE 3903 Strike Overwork Compensation Process

With respect to claims by persons holding Appendix P appointments, the Association expressed the view that this is covered by the MOS and that members need to be assured that they will be compensated if they undertake additional work due to a labour disruption. The Employer explained that from its perspective, Appendix P positions have ebbs and flows in work and accordingly the agreed upon remediation overwork framework does not lend itself well to Appendix P positions and that each position must be dealt with on a case by case basis. The Association disagreed with the Employer position and stated that from its perspective, Appendix P positions are eligible for overwork compensation, as per the MoS.

Renovations and Office Relocations

The Association noted a concern about faculty members who may not have an office for some period of time. The Employer will consult and work through possible suggestions to make shared office space available such as the ones discussed: hoteling or meeting rooms used for colleagues and students on a short-term emergency basis.

The Association noted reference to accommodation was removed and suggests that there should be such a contact when seeking clarity around moves. The Employer is also working to make sure they are able to identify a point of contact within the faculty for accommodation/accessibility needs related to moves.

Workplace Harassment Prevention Program

The Association believes Deans and Associate Deans require more detailed training on workplace harassment than the general Moodle training offered. The Employer noted that it was moving forward to have a training session for Deans, led by the Director of the Health, Safety and Employee Well-being Office. The Employer reviewed the requirements of the OHSA as such:

- a. The Employer must have trained supervisors
- b. The Employer must have a policy on Workplace Harassment and a program for dealing with the complaints

The training offered to all employees is sufficient in the Employer's view for meeting the requirements of the Act as it orients supervisors to the policy, the definition of harassment, complaint procedures and offices that provide support in the event of an issue.

The Association noted its view that Deans (and where applicable associate deans also), as the primary individuals tasked with implementing York's policy and responding to complaints, needed special training to address their roles.

CV Task Force

The Employer provided an update that APPRC endorsed the RFI requirements. The University is mindful of preferences with respect to a domestic server and ownership of information. The Employer is also mindful of the request for resources that will be built into the plan. Please refer to the APPRC presentation to Senate of February 28, 2019 for additional details (<https://secretariat.info.yorku.ca/files/senate-agenda-20190228.pdf> (at page 15 of 205)). The Association reminded the Employer of its position that its members cannot be required to enter the data from their CVs into the system.

Items from MOS

Joint Subcommittee on Employment Equity & Inclusivity

The Association expressed its concern in the length of time it had taken to get Employer representatives and to schedule a meeting. The Employer indicated that it thought there was a tentative meeting date for April 18. The Association had not been informed of this date; the Employer agreed to follow-up.

Pension Adjustments for Retirees

The Association noted that recent retirees need to have their pension adjusted based on the retroactive payments received as a result of the renewal of the collective agreement. The Employer indicated that it needed to investigate past practice on this issue and legislative provisions.

Administration of Art. 20.17 – Increase to Sabbatical Salary Following Renewal MOS

The Employer wrote by email to the Association to address this issue. The email is appended to these minutes.

Sabbatical Reports & Notice of Intent to Proceed to Sabbatical

The Employer confirmed that the language in the 'Intent to Proceed' Mach form used in LA&PS was updated based on discussions between the parties. The Employer indicated that a new announcement would be sent to faculty members in LA&PS. The Employer will produce a Mach form that addresses the process issues identified in the coming year. With respect to the sabbatical report, the Association confirmed that it had no further concerns with the new sabbatical reporting form template

Fitness for work

The Association indicates that it has concerns about this program. The Employer confirms they have received the concerns via email, and the Employer will follow up. The Association's concerns are as follows:

1. How will YUFA members be made aware of this policy and program if they are expected to abide by it? What training will be provided to faculty members, Deans, and administrators?
2. The program requires Employees to report "disclosed or suspected substance misuse or dependency." YUFA is concerned about the requirement of faculty members to report suspicions, particularly when members have been offered no training and when some disabilities or side effects of medications could have similar presentations to substance abuse.

YUFA is concerned about possible discrimination against employees, breaches of confidentiality, or improper removal from work. What training will be provided? How will these risks be mitigated?

3. What does an investigation into fitness to work involve? On what criteria will faculty members be deemed fit or unfit to return to work and by whom? How will the Employer mitigate the risk of an improper assessment given the serious implications for an individual's professional reputation if they are removed the workplace?

4. Program references "contact Faculty Relations" where an employee has been deemed unfit for work and removed from the workplace. What steps will Faculty Relations then take?

5. YUFA is concerned about section 8.0 "Non-compliance." The language suggests that any individual who violates the program could be subject to discipline. Given the responsibility of employees under the program to report suspected substance use, is the Employer suggesting that employees could be disciplined for failing to report a colleague? Does the Employer consider that members holding Appendix P positions have additional responsibilities? YUFA considers that these responsibilities are beyond the professional responsibilities of our members and they cannot be disciplined for not taking them on.

Continuing Education

The Association inquired how its members are being recruited to teach, how they are hired and how they are paid. Further, the Association asked how the Employer maintains the line between degree and non-degree in Continuing Education offerings. The Association expressed concern that Continuing Education students are treated differently from other students at York as the Employer's website describes these students as receiving concierge service with regard to degree programs. The Employer explained continuing education is not part of any full-time faculty member's assigned workload and does not form part the YUFA Collective Agreement. From the Employer's perspective, this would be akin to outside professional activities.

Anomalies Exercise

The Association inquired about the amount available to be spent on anomalies and what happens with unspent funds. The Employer explains it is headroom as opposed to a fund and anticipates with the change in process such that faculty members need not submit an application the total headroom may well be spent in future. The Association asked how the size of anomaly adjustments are determined and why there are such large discrepancies across faculties with respect to the amount awarded to faculty members with anomalously low salaries.

PER Research accounting

The Association provided feedback about the communication about relaxing of expense reimbursement in certain areas, for example, for 407 tolls and supplies. The PER is used for teaching and administration expenses, as well as research expenses. The Employer will follow-up.

IT Strategic Plan

The Association will provide its feedback on the IT Strategic Plan. Some initial observations include: the state of the classroom computers, time for UIT response. The Association requested a copy of the KPMG report. The Association inquired about control of faculty website content. The Association further indicated that the document neglected the administrative work carried out by faculty members. Finally, the Association noted there have been issues with online storage. The Employer noted Outlook One Drive will address the storage issues and will follow-up on the rest.

STS Suspending Admissions

The Association expressed its view that this is a breach of the Collective Agreement. The Employer does not consider the redeployment/restructuring provisions to be engaged; this is an exercise to revise curriculum flowing from a CPR. Thus far, all that has happened is a pausing of enrollments pending the colleagues constructing a strategic plan and strategies for viable programs. The Association believes this is an LRP issue as it might affect the future of faculty.

Appendix "A" – Administration of Article 20.17

I am writing by way of follow up to our discussions concerning administration of the increase to sabbatical salary support (from 82.5% to 85%) for employees commencing a second or subsequent sabbatical effective as of July 1, 2019 agreed upon in the most recent round of bargaining.

Our discussions had initially been focused on those employees who have elected a two-year reduction in salary under 20.17(ii)(B) – meaning employees who are scheduled to commence sabbatical on July 1, 2019 and who have elected to receive 91.25% of their salary since July 1, 2018.

Initially, we had discussed one option whereby the change in salary from 91.25% to 92.5% would be made in February 2019. YUFA had proposed that rather than applying the change to salary in the current pre-sabbatical year that the Employer consider providing this group of employees 93.75% of academic base salary during their sabbatical year (i.e. July 1, 2019 to June 30, 2020).

As I indicated at JCOAA on February 26, 2019, the Employer considers there to be some appeal to YUFA's proposal and on a one-time only without prejudice basis the Employer is agreeable to providing 93.75% of academic base salary during the twelve month period of sabbatical (i.e. July 1, 2019 to June 30, 2020) to the group of employees who elected under Article 20.17(ii)(B) to receive a reduction of salary over a two year period commencing on July 1, 2018 for sabbaticals commencing July 1, 2019.

The other issue we discussed relates to employees who commenced a twelve-month sabbatical on January 1, 2019. As I indicated at JCOAA on February 26, 2019 – on a one time only without prejudice basis, the Employer is prepared to provide these employees with 85% of academic base salary for the period of sabbatical from July 1, 2019 to December 31, 2019. For clarity, these employees will receive 82.5% of academic base salary for the period from January 1, 2019 until June 30, 2019.

I hope this assists in closing our discussion of this item. Please confirm whether we are comfortable proceeding on the basis of what is outlined above or whether a Memorandum of Agreement is required.

(reference email communication from Leanne De Filippis to Professor Miriam Smith and Sonja Killoran-McKibbin on Wed, Feb 27, 2019 at 3:34 PM)