

JOINT COMMITTEE ON THE  
ADMINISTRATION OF THE AGREEMENT  
(JCOAA)

MINUTES OF MEETING HELD

May 16, 2019

280 C York Lanes

2:30 p.m. – 5:00 p.m.

**Association:** Miriam Smith (Co-Chair), Sheila Embleton, Ellie Perkins, Sharon Wang, Ricardo Grinspun, Art Redding, Richard Wellen, Sonja Killoran-McKibbin

**Employer:** Leanne De Filippis (Co-Chair), Norma Sue Fisher-Stitt, John-Justin McMurtry, Loredana Infusini, Alice Pitt, Lisa Philipps, Maureen Armstrong

**Special Item**

**1. YUFA Membership for Faculty on the Board of Governors**

This discussion regarding the recognition clause that faculty members on the Board of Governors are excluded from the bargaining unit arises from the MOS for the renewal of the collective agreement. The Association questioned why YUFA members are the only representatives who are excluded from the bargaining unit. The Employer noted that OHFA has similar provisions in its collective agreement. With respect to YUSA, the Employer noted that members in the YUSA bargaining unit, unlike YUFA, would lose seniority if excluded.

The Employer noted that it is not aware of any issues with respect to participation of the Senate-elected Board of Governors representatives or their voicing dissent. The Governors owe a fiduciary duty or duty of loyalty to the University, they must act in the best interest of the University. To effectively discharge this duty there must be measures to address conflicts of interest.

The Association suggested this could be achieved with recusal instead of YUFA exclusion. The Employer noted that the Senate-elected Board of Governors representatives will continue to have academic freedom in teaching and research. The Association cautioned that this limits the pool of candidates to those willing to lose their YUFA membership.

The Association is aware of examples of faculty members who felt constraints to speak their minds, they feel they should have the freedom to criticize the University, without question or prejudice. The Association explained that moving forward they hope this will change. The Association noted other broader concerns, as discussed in the communications YUFA has issued, about representativeness of the Board of Governors. In the Association's view, the Board is in

violation of its by-law that requires external members “who broadly represent the public community.” This makes even more acute the need for stronger faculty representation.

The Employer explained that it was not speaking as or for the Board. The Board’s fundamental governance is the corporation which is the University, York is unique in that it has a completely autonomous board.

The Association asked why faculty representatives are excluded while those with active business relationships are not, since the latter present, from the Association’s perspective, a much bigger risk for the academic mission. The Employer explained that Senate appointees still have entitlements as employees of York. The Association noted such representatives would be denied the right to a grievance. They believe faculty members have the value of institutional expertise, and powerful arguments, and they should be represented on the Board.

The Employer explained that from its vantage point, the current Senate-elected faculty members on the Board are very vocal, there is nothing lacking in what they express. The Employer noted that there is a recommendation that Senate change its rules to clarify that the Senate-elected representative to the Board be from among full-time faculty. The Employer noted that if a faculty member serving on the Board felt their status of being excluded from the bargaining unit compromised them, they could request to discuss their concern with the University Secretary or resign.

## **JCOAA**

### **1. Unconstitutional Government Legislation**

The Association noted its objection to the legislation to limit compensation payable to YUFA members and consider it a violation of the collective agreement. The Association asked the Employer to waive the 9 month retirement notice for faculty caught by the legislation. The Employer agreed to look into it. The Employer explained that the legislation is speculative at this point. The Association has asked the Employer to consider the applicability of voluntary severance payments (for those currently at age 71). The Association suggested the Employer send out a memo to address the concerns of members who will be affected. The Employer will entertain discussion about a communication, will closely monitor developments with the new legislation and any subsequent regulation and anticipates further discussion at the appropriate time.

## **LRP**

### **1. SMA 3**

In co-chairs the Employer provided a hard copy of the technical briefing document, marked confidential. The Association confirmed it would be shared with the JCOAA caucus via drop box, not posted. The Employer will review the information from the April 11, 2019

announcement. The Association noted that it expected to be consulted about SMA 3 and that LRP would be the appropriate venue for those discussions.

## **2. FES/GEOG Merger**

The Association indicated that as per previous mergers, its expectation was that faculty members could opt to continue to operate under previous workload documents. The Employer explained that in its view, when new workload documents are developed there would not be grandparenting arrangements. The Association can speak to a few earlier mergers that involved grandparenting arrangements; such as: when Fine Arts in Atkinson moved to Faculty of Fine Arts there were grandparenting arrangements for people to opt into. Science is another example in which Math from FSE, Math from ARTS and Math from AK all had to merge as well as the merger of NATS from AK and FSE. A new teaching load document will be created for the new unit but the Association's view is that faculty members must retain the right to operate under the pre-existing teaching arrangement.

## **JCOAA**

### **3. Equity & AA Issue**

This relates to a recent file where the Association asserts that an Employer side representative engaged inappropriately. The Association reiterated its request to have the Employer representative removed from JCAA. The Association directed that co-chairs write to JCAA and tell them how to handle conflict of interest procedures. The Employer expressed its preference to first find out how JCAA handles conflicts of interest; the Association pointed out there were no conflict of interest guidelines. The Association indicated that it would write to JCAA and the parties agreed to discuss a joint communication.

### **4. York Research Chairs**

The Association requested that faculty and university selection committees be required to identify their members. They also believe they should all have unconscious bias training. The Employer explains they are not able to disclose self-identification status but there are grounds to consider making unconscious bias training mandatory and identifying the names of the individuals on the selection committee once the adjudication process has concluded. The Association requested additional detail behind this report on YRCs. They also note the discussion among members online and the absence of racialized women. They ask about the institutional plans for communication for the outcome of the YRC Adjudication process. The Employer will follow-up.

### **5. Canada Research Chair MOA**

The Association would like to renew the MOA on CRC selection for three years. The Employer agrees and will prepare an updated MOA.

## **6. Health Restructuring**

The Association raised the issue of the restructuring of Global Health. The Employer explained that faculty council for the Faculty of Health approved a motion to develop a proposal to create a new School of Global Health and this will become an LRP agenda item. With respect to offer letters for hires in Global Health effective July 1, 2019 there is a notation to indicate the ongoing collegial review and state. The Association objected that the letter of appointment indicated that the candidate's "initial appointment" would be to the School of Health Policy and Management. The Association noted that appointments are to units and that one cannot have an "initial appointment".

The Employer explained they are committed to moving people to new units on a voluntary basis, however these are persons being hired to teach in a program with notice that it might become a new School.

The Association notes they are not receiving offer letters for new hires except from AMPD. The Employer noted that it had recently refreshed a communication about the requirement to provide YUFA with copies of letters of offer that result in formal appointment and YUFA should expect to receive them.

## **5. Notice of changes in Parking Administration**

The Employer explained the notice of change in parking enforcement effective July 15, 2019, i.e., that parking violations will be enforced under the *Provincial Offences Act*. Tickets that are not paid will be subject to the City of Toronto enforcement process (e.g., fines, towing, etc.). Existing York citations remain outstanding and payable to York University. The relief program will be announced soon.

## **6. Workplace Harassment Prevention Program**

The Employer explained they are currently considering how best to develop resources for faculty to address online harassing behavior. The Association noted resources are needed to handle the bullying behaviour occurring online.

The Association reiterated that Deans and Associate Deans must be trained on Workplace Harassment and that such training must be specific to Deans to address the specific role they carry out. The Association noted that the current training is inadequate. The Employer indicated that its statutory obligation is to train employees on the workplace harassment program.

## **7. Online Evaluations for T&P**

The Association raised the issue of the lack of consultation for the online course evaluation form construing it as a breach of the Collective Agreement. The Association referred to the Senate T&P report in which the Employer agreed to permit the use of online evaluations for T&P without speaking to YUFA. The Employer does not agree with the Association's characterization; it believes it makes the online evaluation equivalent to the paper format and does not change the practice. Faculty members who are assembling T&P files are welcome to continue to use the paper format evaluations. The Employer indicated its interest in a discussion about equity and bias in evaluations. The parties agreed to discuss further in the fall.

#### **8. PER Research Accounting**

The Employer confirmed that the changes and relaxing of the PER guidelines with revisions will be sent out. The Association considers the Accountability Document to breach the collective agreement and it must be revised. The Employer will review.

#### **9. DLLL Teaching Load**

The Employer explained that offer letters will be revised to reflect that the Teaching Stream teaching load in DLLL is 3.0. The Association noted that letters of offer should not be the venue for sorting out what teaching load is and also indicated that as a general practice they should include a clear statement of the current load in the unit of appointment.

The parties noted that the previous LA&PS Dean had initiated a process of reviewing teaching load documents and that the Interim Dean will review the revised teaching load and work load documents. The Association noted that new teaching load documents must come to JCOAA for information as per the Collective Agreement and that from its perspective, any increase to load must come to JCOAA for approval. The Employer clarified that the issue of increases to load is an interpretive issue around Article 18 that is being arbitrated.