

JOINT COMMITTEE ON THE  
ADMINISTRATION OF THE AGREEMENT (JCOAA)

MINUTES OF MEETING HELD

October 18, 2019

280C – York Lanes

2:00pm – 4:00pm

**Association:** Miriam Smith (Co-Chair), Sheila Embleton, Sharon Wang, Art Redding, Teresa Macias, Sonja Killoran-McKibbin

**Employer:** Dan Bradshaw (Co-Chair), Alice Pitt, John-Justin McMurtry, Diane Pestrin, Carly Schnurr

**JCOAA**

**1. Minutes**

The parties have approved the minutes of the June 2019 meeting. The minutes of the September 2019 meeting are currently with the Employer with YUFA's proposed revisions.

**2. Letters of Offer**

**a) Global Health**

The Association noted the issue regarding Global Health letters: 'initial appointment' and 'appointment to a unit'.

The Employer provided examples from Lassonde; however, the Association noted that the Lassonde letters referred to a unit that had already been established. The language in the Lassonde letters did not include "initial appointment".

The Association noted that the letters state "appointment *in* Global Health" which is problematic because there is no Global Health unit.

The Employer noted for clarity and understanding that the Association has raised three issues: the first issue being reference to the word "initial," the second issue being "appointment to a unit," and the third issue being individuals hired to X when the landing spot is Y.

**b) Nursing**

The Employer noted it has requested a meeting with the Association and the Dean to address the various issues relating to clinical responsibilities.

The Association stated that the agreement in a previous JCOAA meeting was that they would receive re-issued letters, which they have not yet received. The Employer indicated that re-issued letters would be part of the conversation at the proposed meeting. The Association noted that the letters need to be reissued with accurate streams and titles regardless of the ongoing discussions.

#### **c) Kinesiology**

The Association requested copies of the revised letters with the correct teaching load. The Employer stated that a few issues have come up and noted that they will get back to the Association.

#### **d) Sabbatical**

The Association stated they have received letters with the revised sabbatical credit and will get back to the Employer once they have been reviewed.

### **3. JCAA Report**

The Association agreed to the JCAA draft memo. The Association noted that the equity subcommittee will be meeting to review the report from JCAA.

The Employer and the Association agreed to send out a shared memo.

The Association noted that they have considered issues that have been raised and will possibly have further comments about the report. The Association provided an example of all YUFA members receiving unconscious bias training and AA training. All units handle AA training in different ways; the unit decides on who receives AA training (AA Reps). The AA Reps are then distributed among hiring committees.

The Employer (LA&PS) shared their practice of offering training to Chairs and Directors at the department level, especially when the full membership votes.

### **4. YRC**

Members of the University-level YRC selection committee will receive mandatory unconscious bias training and the names of selection committee members will be published after the adjudication has been completed. The Association noted that this was previously agreed upon and requested a follow-up on the implementation of these items by the Employer.

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

The Association rejects the use of online student evaluations for T&P and noted that they will dispute the use of such evaluations in T&P files.

The Employer does not agree with the Association's position.

## **6. Reporting Schedule and Information**

The Employer noted that they are looking into the items raised by the Association.

The Association noted that teaching load reports need to show the teaching load as a whole and each member's teaching load. As well as: overload teaching data, PDV salary data, CLA appointments and spousal, accommodation information (18.42a), and CLA and teaching stream salaries as percentages of salary mass.

The Association noted they normally get something that states number of cases, , tenure and teaching stream salary percentage and CLA percentage of salary mass. The Association noted they have not received many reports, including reports due in May.

## **7. Sabbatical Notice of Intent to Proceed**

The Association is still waiting for the Employer to provide the form for notice of intent to proceed to sabbatical that was previously agreed upon.

The Employer noted that the sabbatical report MACH form was communicated to the Faculties with the recommendation to use the MACH form this year. The Employer noted reluctance to make the form mandatory this year; however, in the future, the intent would be that the form is required to be used.

The Association noted that the sabbatical intent to proceed form should not require a letter from the Chair.

The Employer noted a distinction between the Chair's endorsement versus the Chair providing input on scheduling.

The Association stated that the form continues to come back with inaccuracies. The Association noted that currently reflected on the form is that faculty members have to get a letter from their Chair that endorses their sabbatical. In the past two sabbatical cycles, the Association and the Employer came to the agreement that this did not have to happen. But still it continues to happen.

The Employer agrees that no endorsement letter is required from the Chair, noting that the Chair is informed, should advise on the scheduling and planning, and the form may be routed to the Chair.

The Association stated that they are working on the assumption that the parties have an agreement and the sabbatical intent to proceed form must be updated to reflect that agreement.

## **8. Anomalies**

The Employer stated that this report is not ready but will provide it to the Association as required.

The Association asked the Employer's approach to informing people of their result.

The Employer stated that personalized letters are drafted to everyone covering the criteria. The Association noted that the parties had previously agreed upon templates for these letters.

### **9. Renovations and Office Relocations**

The Employer asked the Association if there are areas of concern.

The Association stated they do not have consent to bring faculty concerns to the Employer. They suggested that the Employer take a proactive approach and ask each Dean what's going on.

The Association noted that people should have office space as of July 1<sup>st</sup> (to coincide with the start of their appointment). They noted that the Collective Agreement states that everyone has an office but this is not the case.

The Employer agreed to remind the Deans of the article in the Collective Agreement.

The Association asked to receive a report back on who has an office or not. The Employer does not agree to provide such a report.

The Association asked the Employer to consider the rationale and reminded the Employer that it is a Collective Agreement obligation.

### **10. Archivist Titles**

The Employer reviewed the issue at hand: the 2016 MOS amended the word "Librarian" to "Librarian and Archivist" in the collective agreement. The Employer asked the Association if there is another issue, (12.03) the notion that the collective agreement is missing a set of titles.

The Association stated that Archivist titles should be included and read as "Assistant/Associate/Senior Archivists".

The Employer noted that it will need to confirm its view with respect to what was agreed to in the 2016 MOS.

### **11. Appendix P Recategorization at Glendon**

The Employer noted that some programs at Glendon have been informed that the next appointment would change from Category 6 to 9. The Association indicated there was no basis for such recategorization and that any recategorization must come through JCOAA.

The Employer stated they have not yet had the opportunity to speak to the Co-Interim Principals at Glendon.

### **12. Reduced-Load Denial at Glendon**

The Employer referred to the memo shared with the Association that the Co-Interim Principal intended to circulate.

The Association expressed concerns that this memo is a blanket denial.

The Employer stated that it is not a blanket denial. Those individuals who were in receipt of the memo are able to apply.

*The Association requested a Caucus*

*Meeting resumed*

The Association noted their disagreement with this approach as per article 18.26. Reasons for denial need to be made with respect to scheduling. The Association stated that each of the applications needs to be on an individual basis and a general memo in this case is not appropriate. The Employer stated that individual applications will be judged individually.

### **13. Job Ad –Stream of Appointments**

The Association objected to a recent posting in the Department of Economics at Glendon for a posting in either professorial stream or teaching stream and asked if the Employer has a response to the concerns previously raised. The Association indicated that the posting violated normal expectations around advertising and hiring, as ads must be for a specific position. The Association further indicated that the parties had signed an MOS earlier in the year that specifically stated that job ads shall indicate stream of appointment.

The Employer does not agree with the Association's reliance on the Memorandum of Settlement with respect to grievance dated September 9, 2018. The Employer noted that a read-through of that memorandum of settlement is clearly about distinguishing between the uses of the words "teaching focus", "teaching stream", "alternate stream".

The Association asked the Employer how they will ensure equity and whether these are running as two parallel competitions. The concern is that people will respond to the ad without specifying to which stream they are applying and that demonstrable superiority will be difficult to adjudicate.

The Employer stated that the posting has distinct criteria and the applicant would have to demonstrate that the criteria had been met.

The Association noted that the slides [provided to the Association by the Employer] indicate that women in particular tend to take the teaching stream positions, which they would like to flag. The Association also questioned how candidates would be assessed and distinguished if there is a top candidate in each stream.

The Association stated that this is an amateur way of running a search, to not have thought these things through in advance.

The Association noted that these concerns must be duly recorded in the minutes.

## **LRP Items**

### **1. Budget Presentation and SHARP**

The Employer indicated that it did not have any new information.

### **2. Enrollment**

The Employer stated the reports were provided to the Association that morning.

The Association questioned how the Employer is approaching the challenges presented as a result of concerns about strike. The Association noted that it is disconcerting for faculty to face students with questions regarding strike activity.

The Employer noted that LA&PS saw an increase in averages of incoming students for most programs. The Employer noted they have not lowered their standards of students being accepted because of the impact of the strike.

The Association noted that the strike has had a huge impact on students' education. Their education has been damaged and their assessed grades won't make up for time missed in the classroom.

The Association questioned the accuracy of the enrollment corridor diagram (p.15), where it appears that York falls below the corridor.

### **3. Complement**

#### **a) Salary Mass**

The Association noted that as they stated before, they need the percentage of teaching stream salary mass compared to salary mass of the full-time faculty (including hires) on July 1. The Association noted that the last projection by the Employer stated we would hit the 15% cap in 2035 but that would have been affected by these new hires, as by other increases not taken into account in the Employer's modelling.

The Association noted that when they received this projection, they queried it and requested the models. The Association noted that it is not just a question for what happens to teaching stream but what happens to professorial stream (those with high salaries retiring).

#### **b) Equity**

The Association referred to page 6 of the presentation and noted that something is wrong with the numbers. The statistics are based on self-identification (declaring equity status). It is not clear that the charts refer to those who self-identified only. The extent to which individuals could identify in more than one category does not seem to be reflected.

The Association noted that a concerning trend appears in that according to the graph, over 70% of hires for teaching stream are women.

#### **4. FES and Geography Merger**

The Association stated that workload in the new Faculty must conform to the Collective Agreement and to the previous workload documents including Appendix P (positions). The Association questioned whether faculty will be re-deployed from other units (beyond FES and Geography) voluntarily or involuntarily.

The Association requested to know if the Employer considers that people are being redeployed from the two units to a new unit and whether faculty members from any other units will be redeployed either voluntarily or involuntarily.

The Association referred to the Arts and Atkinson merger, where there was a mechanism for people to choose to keep the teaching load of the previous unit or adopt that of the new unit.

The Employer stated that the members of the new unit would develop the workload for that unit.

#### **5. Libraries Restructuring**

The Employer does not have anything new to report.

**6. Health Restructuring** - The Employer does not have anything new to report.

#### **7. Markham**

The Association expressed their concerns that the Employer is spending major resources on Markham, sacrificing expenditure needed at Keele and Glendon (infrastructures and facilities need to be improved at the current campuses, for example). The Association noted their satisfaction with some new computers but noted there has been no progress in upkeep of bathrooms and other facilities.

The Association expressed their concern with the future of the university and its fiscal health. The Association stated that it is their belief that it is a mistake on the part of the Employer to use funds for Markham and not for the Keele and Glendon campuses. The Association indicated that should any issues arise, it would point to the fact that the President and Board of Governors are sacrificing other needed areas of maintenance and development to this Markham project.

The Employer does not have anything new to report.

#### **8. SMA3**

The Employer noted that there was nothing new to report on SMA3 at the time.

#### **9. FGS Restructuring**

The Employer does have anything new to report.

**10. Glendon Restructuring**

The Employer does not have anything new to report.

**11. IIRP Implementation Plan**

The Employer does not have anything new to report.

**12. ER Item: City of Vaughan and Mackenzie Health and Venture Lab – School of Nursing**

The Employer does not have anything new to report.