

YUFA Members and Remediation – Summer Terms

YUFA members have been asking many questions about the implications of remediation and the upcoming summer term(s) for their work. The Association has been taking these up with the Employer but has yet to receive much in the way of concrete answers. Here is what we know:

1. Academic Integrity of Summer Courses

Beyond the requirements of the remediation policy, your Dean/Principal cannot expect you to relinquish responsibility to exercise judgment on how to preserve the academic integrity of the course. Some faculty members have reported Deans rejecting concerns of academic integrity for courses over the summer. YUFA maintains that the instructor of a course is best positioned to determine the academic integrity of their courses. The Association will vigorously defend members' right to do so.

Should you cancel your course due to concerns arising from academic integrity, YUFA is of the view that faculty members must not owe a course in a subsequent semester. Article 18.38 of the **Collective Agreement** requires the Employer to provide adequate facilities and services for faculty to carry out their professional responsibilities.

Should a Dean or Principal tell you to alter your course and grading requirements as a result of a labour disruption, you are likely within your rights to refuse such a request on grounds of Academic Freedom (Article 10 of the YUFA **Collective Agreement**) and previous Senate guidance about the primacy of the instructor's role in deciding how to safeguard the academic integrity of their courses. The Senate policy states that academic integrity will be protected and academic standards shall not be diluted. YUFA will defend members subjected to discipline for exercising their collective agreement rights.

The Senate Policy regarding labour disruptions remains in force so students retain the right to elect not to cross picket lines for the duration of the strike. However, some deans are insisting that suspensions of courses based on lack of student attendance do not apply to the initial class. Regardless, some remediation of summer courses may also be required.

2. Marking and Grading of Winter Courses

The Employer has developed different avenues for students to pursue grades based on partial completion of coursework. While these options have been determined by Senate Executive, faculty members retain oversight over their courses. If you have concerns about the manner in which grades are being assigned in your courses, please contact YUFA.

Faculty members are also not responsible for carrying out the work previously assigned to Teaching Assistants or Marker/Graders in their courses and cannot be required to carry out the work previously assigned to any CUPE 3903 member. YUFA has received reports that some faculty members are facing pressure from their deans to complete outstanding marking. Members cannot be expected to take up work performed by any CUPE 3903 member. We encourage you to contact YUFA at yufa@yorku.ca if you are asked to do so.

3. Scheduling conflicts due to other commitments

Many faculty members have contacted YUFA to indicate that rescheduling of summer term or the anticipated remediation of winter term will pose scheduling conflicts due to research commitments, vacation, sabbatical, or other reasons. While the Employer has encouraged faculty members to be flexible, the Collective Agreement must also be upheld. Faculty in the professorial stream are required to carry out research; consequently, if you have established research plans that conflict with the newly scheduled term, you cannot be required to cancel those plans. Similarly, faculty members have a right to vacation, sabbatical, and other forms of leave, all of which must be preserved regardless of the rescheduling caused by remediation or a shift in dates for the beginning and end of term. Further, you should not be penalized for taking up the rights and entitlements of the Collective Agreement. It is YUFA's position that you should not be required to make up teaching that you cannot carry out due to such a conflict. You may seek to make arrangements with your Dean/Principal but we also encourage you to reach out to YUFA if you have any such concerns.

4. Can I be asked to teach a course that I was previously not scheduled to teach?

You may be asked to teach but you cannot be required to do so. The workload provisions of the Collective Agreement continue to be in force, so faculty members should not experience an increase in workload due to a strike. Faculty members are responsible for their own courses, not for those of their colleagues; and therefore taking on a course that had been assigned to a member of a bargaining unit on strike is not something our members can be required to do.

5. Overwork

YUFA and the Employer have an agreement that faculty members will be compensated for overwork due to the strike at the hourly marker grader rate. The Employer will provide a form for faculty to submit to claim overwork but we have not yet heard when that will be made available. In the meantime, keep track of your hours.