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OFFICE OF THE
ASSISTANT
VICE-PRESIDENT,
LABOUR RELATIONS

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Toronto ON
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Memo

To: Maija Duncan, CUPE 3903 Chairperson
From: Dan Bradshaw, Assistant Vice-President, Labour Relations
Date: May 21, 2020
Subject: COVID-19 Related Discussions

Dear Maija,

You have asked that the University confirm certain actions that the University will take consistent with the terms of the collective agreement and in the context of the COVID 19 Emergency. I am pleased to reiterate the following:

Regarding IP, Copyright and Recordings, and Academic Freedom

Delivery of in-person courses through remote/online means during the COVID-19 pandemic does not alter any existing intellectual property rights enshrined in Article 10.06, nor does such delivery create any new rights in favour of the Employer. Further, the delivery of in-person courses through remote/online means during the COVID-19 pandemic does not diminish any existing academic freedom rights or responsibilities enshrined in Article 14 of the York University-CUPE 3903 Unit 2 Collective Agreement

Regarding Course Cancellations

All members of contract faculty who had signed back letters of offer in hand for Summer terms 2020 were given the option of delivering their course remotely. Any such members who opted not to deliver their course in a remote delivery format were given the opportunity to communicate that decision in which case the course would be cancelled and they would be paid the cancellation fee per Article 12.17 of the York University-CUPE 3903 Unit 2 Collective Agreement. (Academic units may post a remote delivery section of the cancelled course.) Further, any such members who have CSSP pool eligibility and who opted not to deliver the course remotely will not have that cancelled course count against their CSSP pool eligibility.
