

Faculty Association

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March 12, 2020

Lisa Halket
Director, Staff Relations
300 Administration Building
University of Manitoba

Dear Ms. Halket,

RE: The Collective Agreement, COVID-19, and Public Health and Safety

We are writing to address anticipated negotiations about the potential alteration of terms and conditions of employment relating to COVID-19 responses.

While there have been no reported cases in Manitoba at the time of writing this letter, the University must be vigilant in preparing a comprehensive plan to respond to the eventuality of public health concerns necessitating significant alteration to the University's operations.

We are encouraged by the public health announcements the administration has made to date. We also appreciate that the University has been making preparation for several weeks. To help ensure there is a comprehensive plan moving forward, we reach out to ensure that UMFA is integrated into the framework for any COVID-19-related decision making. This will improve the safety of the University community and avoid any *fait accompli* disputes akin to those reviewed by the Labour Board in the last several years, including the administration's past plans for a new athletic coaching employment model and the Vacation Purchase Plan (VPP)/Voluntary Days Off Program (VDOP).

We anticipate that the administration may be considering measures such as University closure, class cancellations and/or temporary transitioning to online learning, as seen elsewhere in North America. It is imperative that UMFA be at the table to engage in negotiations regarding the final form any plans may take, as each of these will impact various terms and conditions of employment protected by the Collective Agreement.

As one example, if the University is considering a temporary transition to online learning, UMFA members have negotiated rights in relation to the potential imposition of teaching dependent on information technologies. Sections 17.A.3, 19.A.2.4.1.2 and 34.3.1, require that the administration to obtain consent from individual members. A measure such as mandatory online learning would effectively nullify these individual consideration provisions, subjugating a policy of case by case consideration to a University wide policy.

Furthermore, any decision making by the administration toward the implementation of online learning may have significant unforeseen consequences on myriad workplace issues, including but not limited to disability accommodations (Art. 15), increased administrative burdens (S. 16.2), workplace health and safety (S. 16.3), off-campus duties (S. 16.4), intellectual property (Art. 14),

performance evaluations (Art. 35), mid-year workload changes (Articles 17 and 19), the right and duty to teach and supervise students, and privacy. This list is non-exhaustive.

Further, the existence of different forms of instruction – from labs to seminars – reinforces the need to negotiate a plan that is fair and fairly applied to all Members: leaving the final decision to individual Members or the unilateral action of the administration will inevitably lead to uneven application or plans that do not address all situations, thereby potentially breaching various articles of the Collective Agreement, jeopardizing public health, and risking the safety of UMFA Members and other workers at the University.

Should quarantine measures and University closures be necessary to ensure public health and safety, a similar host of issues will arise in regard to Members’ teaching, research, and service rights and obligations. These, too, need to be addressed in negotiations.

The administration’s potential response to issues regarding personal travel, travel for research purposes, travel for conferences/seminars, etc., also need to be addressed.

Should there be no need to take emergency measures University-wide, it will still be necessary to discuss University-wide accommodations policies for Members who face greater risks to their health.

We trust that the administration appreciates that the presence of an exigent circumstance does not obviate the legal obligation to negotiate with UMFA, as bargaining agent, where a decision might adversely impact, amend, or modify the terms or conditions of employment under the UMFA Collective Agreement. We anticipate that even in the event that it is not necessary to enact emergency measures, these discussions will also be of importance for similar situations in the future. An important topic for discussion will be the appropriate criteria by which situations are measured and declared emergencies. Any unilateral decision making by the administration risks interference with the Faculty Association’s administration and its representation of employees in the bargaining unit, rights protected in section 6 of the *Labour Relations Act*.

Following the guidance of the Labour Board in the VPP/VDOP decision in August 2017, negotiations over any changes to terms and conditions of employment are necessary in such circumstances and will “take better account of existing collective agreement provisions and related practices, respond to the collective interests of employees and result in more constructive labour relations”. In that regard, it is imperative that UMFA be promptly provided with any draft policies and/or memoranda detailing potential responses to COVID-19, such that we might begin fruitful negotiations to reconcile negotiated rights with potential public health responses.

We look forward to productive discussions on these matters.

Yours,



Greg Flemming
Executive Director

Cc J Morrill