



Dalhousie Faculty Association

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April 30, 2020

Dear Colleagues,

**Re. COVID Response Update: Open Letter to DFA Members**

We're writing to give you a comprehensive update on our work over the last few weeks to ensure your rights and academic interests are properly reflected in the administration's response to COVID-19. First, and most importantly, we need to be explicit about this: **the Collective Agreement is still in force, including all of your negotiated benefits and your rights on matters from academic freedom, accommodations, and "no discrimination," to sabbaticals, salary and workload. Some of these provisions are detailed below.**

Since March, we have been working on several fronts to identify problems that affect you in this crisis. Initially, we raised matters that were connected directly to academic issues such as the new grading policy and the processes adopted to conclude the winter term. Issues regarding online teaching in the Spring/Summer term followed. We also had some preliminary discussions about interrupted sabbaticals as well as timelines for matters such as tenure and reappointment.

As we move into May, we are consumed with the Fall term in the upcoming academic year. We have urged senior administration to work with the Senate, as the principal academic body, to consider academic programming. It is our position that the members of Senate need to develop policies that ensure we have a clear framework for delivering quality academic programming in the months ahead. The issues are many and complex, from whether there should be new course codes to how to manage normal unit- and Faculty-level approvals for substantial changes to existing courses when required for online delivery. For everyone teaching in the Fall, transitioning some/many classes to an online format is time-consuming and complicated work, and not what you had planned for when agreeing to your Fall teaching workload a few weeks ago.

In addition to the critical issues of academic programming, workplace issues such as sabbatical leaves, travel, grants, daycare, accommodation for health, and parking fees are all of concern. We have raised these, as well as the academic matters above, in meetings with administration, including with the Provost and in the regular meetings of the Association Board Committee (ABC), the joint committee of the Board and the DFA that administers the collective agreement. Indeed, we have added additional meetings of the ABC to consider workplace issues that arise due to the COVID pandemic. Despite these many meetings, we cannot report that we have been able to achieve much of substance, even on matters that should be straightforward, such as suspending parking fees during the lockdown.

We have been asking since March for a Letter of Understanding to clarify matters under COVID-19 and for the administration to consult with the DFA on emergency measures. A number of universities across

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Canada have created such Letters of Understanding to address issues that are related to the pandemic. It is our position that, given the cross-university effects of the pandemic, a cross-university solution is necessary to resolve matters from parking fees to workload changes across our membership. We will continue to press for Senate policies that will clarify a number of matters (such as online courses) and a LOU to clarify issues connected to changes in working conditions and other elements of the Collective Agreement.

The urgency and need for a university-wide Letter of Understanding becomes even more apparent in the recent Memorandum from the President's Office, COVID-19 Update #10 (27 April 2020). There are many issues of concern in the memo: for example, the administration proposes to restrict travel on financial grounds. While there may be health restrictions imposed on the general population, the administration cannot do so; faculty travel is usually paid as a negotiated benefit (e.g., the DFA Travel Grant or Sabbatical Grant) or by non-university means, such as an external research grant, so it is not subject to administration financial decision-making and, if implemented in relation to faculty as the Memo indicated, would constitute interference in academic freedom as well as may raise concern with funding agencies. We raised our concerns about this and other parts of the memo with the upper administration on April 29<sup>th</sup>.

One of the most troubling aspects of the memo is the reference to "layoffs." The implication is that the administration can only avoid layoffs if painful cuts are made to Faculty budgets (while, in other communications, we are being told that resources will be made available to support changes to the Fall term). At the April 30<sup>th</sup> Community Check-In, the President used the term "sacrifice" when responding to a question about "the e-mail on possible layoffs." There is an unstated but clear implication that academic staff will have to do more with less in order to avoid such serious measures. In contrast to this alarmist messaging, the DFA/Board collective agreement provides clear and unequivocal protections against the layoffs of DFA Members; financial exigency language in article 27 is a strong protection against any cuts to faculty complement. The LOU negotiated in the last round is still in force as well, including the provision that "the Board agrees to replace all tenure stream Members who retire or resign during the lifetime of this Agreement with bargaining unit tenure stream appointments within the overall complement of the University." We will be monitoring hiring via ABC to ensure that any "pause" in hiring, suggested in the memo, does not violate this LOU.

In summary, the DFA continues to assert that a COVID-19 Letter of Understanding is the best means by which to protect the rights of academic staff and clarify what that means in the unusual circumstances of a pandemic; the administration continues to refuse to do so, so we are all spending time trying to address problems after they arise. We do not think this is efficient or effective, especially since it often puts the burden on you to raise concerns with the DFA office or the administration—you have enough to deal with right now without this added complication and uncertainty. We will continue to press for a LOU, as well as work on a case-by-case basis as long as the administration makes it necessary.

There are a few issues we would highlight here. Since the Collective Agreement is still in force, any changes to agreed-upon workload after March 1st should be considered a negotiation between the Member and the Dean under Article 20.05. Moreover, for the professoriate, "Unless otherwise agreed by the Member, a Member's **teaching duties shall be contained within two of the three academic terms per year**. Where there is a trimester system in effect, the Member shall have the right to one complete term free of teaching duties in each academic year" (20.05c). All Members should also note that Article 33.07 allows them to refuse unsafe work and Article 30.10 allows "Release from scheduled

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teaching, professional service and departmental responsibilities, with regular salary and benefits shall not be unreasonably denied to Members who request it for **personal problems and emergencies**, including . . . **unscheduled daycare closure** . . . provided arrangements satisfactory to the Chairperson, Head, Director, Chief Librarian or Dean concerned are made to reschedule essential teaching, professional service or departmental responsibilities, **if possible.**"

If you have concerns or questions, please get in touch. We will work with you to find solutions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Julia Wright', with a long horizontal line extending to the right.

Dr. Julia Wright  
DFA President

c. Dr. Deep Saini, President, Dalhousie University

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