



March 17, 2023

Dr. Greg Keefe  
Interim President  
University of Prince Edward Island

**RE: Urgent BU2 Concern**

Dear Interim President Keefe:

The Faculty Association has learned that the AVC Administration has been assigning clinical teaching duties on a regular basis to members of Bargaining Unit #2. Specifically, AVC Clinicians have been directed to supervise and instruct students while on clinical rotations in Emergency Services. The assignment of these clinical teaching duties is contrary to the certification orders and collective agreements for both bargaining units.

The members of Bargaining Unit #2 are clinicians hired to perform clinical services. They do not have primary responsibility for teaching. That is the distinction between the two bargaining units. The AVC clinicians may assist and participate with members of Bargaining Unit #1 in a clinical rotation, but supervising students throughout a rotation is outside the scope of their work.

We are particularly concerned about this situation, given that the AVC's assignment of teaching duties outside Bargaining Unit #1 was the subject of two grievances in 2006 and 2007 which were resolved by an arbitration award and a consent arbitration award, respectively – both of which affirmed the Faculty Association's position.

It is imperative that the Administration address this situation forthwith, as the AVC has proclaimed that this work will continue during the possible strike by Bargaining Unit #1. In an email circulated by the Assistant Dean on Friday, March 10<sup>th</sup>, she says:

**Primary care emergency services**

The good news is that the emergency service **will not** be affected by a possible strike. The Faculty Members that work within the emergency service are UPEIFA bargaining unit two (BU2) and, therefore, will not strike at this time. As a result, emergency service veterinarians will continue to provide regular primary care emergency services during potential labour disruptions. *The ER rotations will continue for students as those are taught by non-striking faculty.*

As you know, the Collective Agreement for Bargaining Unit #2 allows members to refuse to perform the work of striking employees. Such a refusal is not a strike and members cannot be subject to discipline for such a refusal:

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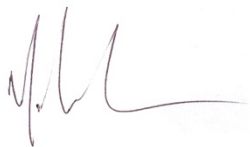
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H5.2 Refusals to perform the work of striking employees and to handle the work normally performed by other employees during any dispute with the Employer, shall not be considered as a strike as defined in the Labour Act. These refusals shall not be considered as grounds in themselves for disciplinary action.

I ask that you provide the Administration's response forthwith and confirm that members of Bargaining Unit #2 will not be asked to perform this work of Bargaining Unit #1 during any possible strike.

Sincerely,



Michael Arfken, PhD  
President  
UPEI Faculty Association

cc: Mr. Pat Sinnott, Chair, UPEI Board of Governors  
Dr. Greg Naterer, UPEI Vice President Academic and Research  
Ms. Jackie Podger, UPEI Vice President Administration and Finance  
Dr. John VanLeeuwen, Interim Dean, UPEI AVC