

**Subject:** [msvufa-univ-list] Bargaining Update  
**Date:** Monday, June 17, 2024 at 3:03:45 PM Atlantic Daylight Saving Time  
**From:** msvufa-univ-list on behalf of Genevieve Boulet  
**To:** msvufa-univ-list@msvufa.ca  
**Attachments:** ATT00001.txt

Bonjour tout le monde,

As you are well aware, we ratified the tentative agreement on 5 March after a marathon of negotiations during the last days of the strike. The Board of Governors (BoG) then ratified the tentative agreement on 14 March. On 25 March, at our first Join Committee (JC) Meeting, we asked and were informed that it could be the lawyer the BoG hired to lead their team in the bargaining who would be drafting the CA, and that they would confirm once they knew. This task has always been completed in house in collaboration with the Office of Vice-President Academic and Provost, which resulted in a signed Collective Agreement (CA) approximately 1 month after the BoG's ratification. Here we are in mid-June and we still do not have a draft of the CA completed.

As I reported earlier, I reached out to the BoG's Lead on 25 March after that JC meeting to confirm that she was indeed drafting the CA and to set a meeting to discuss the process for the drafting. We met online on 3 April, at which time we agreed on renumbering and formatting the draft. Given the real negotiations began on those fast few days of the strike in early March and that these were conducted in a hurry to end the strike and that agreement was reached verbally and by email, I let thier Lead know that there would likely be changes and corrections to make. For example, we had agreed on a specific style for moving to gender neutral language and that this would have to be mirrored in all articles. We had also agreed on clearer language in the communication processes in certain articles that would need to be applied to other articles. And so on. In fact, I warned her that we may have to go over some of these in the drafting of the CA. All seemed to be in order. The Lead had sent me the first portion of the Package to show how she was putting the proposals together along with the corresponding emails. I informed her that I would be away from 18 April until 6 May and that having the complete document ahead of my absence would help move this along.

On 15 and 16 April, I point out that there are proposals missing in the first portion and remind her that I will be away 18 April to 6 May. She alerts me that she will be away 29-30 April and on 1-3 May and that she will complete the remainder of the package for our review upon my return to work.

On 22 April, the BoG's leads emails me the link to their package for our review and on 3 May I request a hard copy of the 401-page PDF to facilitate our review.

On 7 May, I pick the hard copy of the BoG's Package at her office and our Bargaining Team begin its review.

On 13 May, I email the BoG's Lead to signal that articles are missing from the package and to send those along ASAP and on 15 May, she responds that she will send those along.

On 16 May, after an extensive line-by-line review of their package, I begin to send her emails confirming the proposals that are indeed the agreed-upon proposals and providing her with the revisions needed to the other proposals. She responds that she will review with her team. I offer to

meet to discuss given that email is not the best way to put together the package. She does not take me up on the offer to meet.

On 19 May, the BoG's Lead emails me to ask if our revisions are new improvements to the CA or simply corrections. I respond that they are not new improvements; they are only corrections. I explain again what those corrections are. I point out that we are still missing proposals for us to review and that meeting would be a good idea.

By 23 May, I had sent along all of the revisions to make and alert her that I will be away from 15 to 25 June, requesting that we get this completed before I go.

On 27 May, at the FA Executive meeting, I report that I had not heard back from the BoG's Lead. The Executive directs the Bargaining Team to stop waiting for the Employer to make the corrections and to go ahead with drafting the CA ourselves.

On 5 June, the FA Bargaining Team finalises a complete draft of the CA and sends the link to the folder to the BoG's Lead. She responds asking us to confirm that her package is what we agreed to and demands that we do not make any changes. I clarify that their package is incomplete and reiterate the corrections that are needed in accordance with our tentative agreement of 5 March. I add that to move things along more quickly, we took it upon ourselves to draft the actual agreement instead of working with the package of proposals and emails. This draft shows all tracked changes to help them review. I ask to meet to discuss again since email is not helpful in getting us to complete the task. There is no response to this invitation to meet.

On 10 June, the BoG's Lead emails me to say they do not agree to the Letter of Understanding in Appendix B. This is the first time they mention this. This appendix has been in our CA since its first iteration and has been rolled over as a matter of course since then, only updating the date of the letter. She emails me half of one of the missing proposals and asks that we confirm this is what we agreed to. I respond that we cannot confirm agreement when the document is incomplete.

On 11 June, regarding Appendix B, on our union lawyer's advice, I respond to the Employer's Lead indicating this past practice and ask for a rationale in support of their sudden disagreement. Regarding the incompleteness of one of the missing articles, I inform her that she is not using the most recent proposal and ask that she refer to the most recent version in our draft CA to confirm it is indeed in accordance with our tentative agreement. I also recall that we pointed out other missing proposals, which are all now included in the FA's complete draft of the CA for their review as well.

On 12-13 June, we exchange regarding the draft of the CA. They insist we agree to their package of emails and proposals without revisions. I again explain why we cannot agree. Finally, we schedule a meeting for the 14th in the late afternoon, the eve of my absence from work.

On 14 June, we meet on Zoom. There is clear misunderstanding of how to treat language that was agreed to. For example, she disagrees that agreed-upon language is to be mirrored in other articles with the same language. I ask why we need renegotiate the same language multiple times? She responds that is what is written down in the proposals. Among other disagreements, she now disagrees with the term of the CA, claiming that the CA begins on 14 March rather than 1 July 2023, since that is the date the Board of Governors ratified the CA. As a result of the meeting, she requests that I combine our draft into one Word document that she will then run a comparison. I explain that

the track changes do just that, but that if this time-consuming typesetting task is what it takes to move this along, then I will do it. I also learn at this meeting that she was away on vacation end of May and into June. That is why she was not responding to us.

Trust me that this is all incredibly frustrating for us and that we cannot wait to end these updates. We Also greatly appreciate your patience as we continue our efforts to finalize this CA!

En toute solidarité/In Solidarity,  
Geneviève

*Please communicate with me at [Genevieve.Boulet@msvufa.ca](mailto:Genevieve.Boulet@msvufa.ca) regarding union matters.*

Geneviève Boulet, PhD (Pronouns: she/her)  
Associate Professor of Educational Mathematics, Faculty of Education  
Lead Negotiator, MSVUFA  
Grievance Officer, MSVUFA  
Mount Saint Vincent University  
Halifax, NS, B3M 2J6  
[Genevieve.Boulet@msvu.ca](mailto:Genevieve.Boulet@msvu.ca)

**Where there is a will, there is a way - Vouloir c'est pouvoir**

MSVU is located in Mi'kma'ki, the ancestral and unceded lands of the Mi'kmaq