

Subject: Re: Response to the questions/comments on the listserv
Date: Friday, September 6, 2024 at 11:20:53 AM Atlantic Daylight Saving Time
From: Tianyuan Yu
To: [REDACTED], Lindsey MacCallum, msvufa-univ-list@msvufa.ca
Attachments: image.png

Hi [REDACTED]

Yesterday late afternoon I finally received a Notice to Parties Letter from the NS Labour Board. In the letter the Labour Board did not offer a timeline, not even a broad timeline. The letter only proposed a procedural Case Management Conference (CMC) with multiple timeslots for us to choose ranging from October 8 to October 16. It was noted in the letter that the CMC is normally for 30 minutes in duration, and the purpose of the CMC is to bring all parties together and identify any issues relative to this matter and to determine how the matter will proceed. At the CMC a hearing date would be scheduled – so we won't know when the hearing will be until after the CMC. I would only imagine it to be scheduled for at least a month after the CMC, and, according to the Union's lawyer, it would probably be scheduled for sometime in 2025! This would be a complete waste of time and absolutely unacceptable for the FA members.

I noticed that the Labour Board in their CMC procedural statement used the term "adjudication" rather than "arbitration". You are certainly correct in saying that the Labour Board's decision, whatever it is, is binding. However, I have been advised that, according to the Trade Union Act, the only decision the Labour Board can make with regards to a complaint on Section 35 of the Act is to order the parties to meet and finalize an agreement. The Board does not have the authority to force parties to sign agreements! In other words, complaint or no complaint, the Employer cannot continue to refuse meeting and resolving the remaining 36 outstanding items. And the quickest way is through a conciliation meeting, which is scheduled for this afternoon. Fingers crossed!

In solidarity,
Tianyuan

From: [REDACTED]
Date: Thursday, September 5, 2024 at 5:36 PM
To: Lindsey MacCallum <Lindsey.MacCallum@msvu.ca>, Tianyuan Yu <Tianyuan.Yu1@msvu.ca>, msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>
Subject: Re: Response to the questions/comments on the listserv

Hi,

Thanks for the clarification.

In the Wednesday 28 August 5.50pm email, the VPAP said:

"For this reason, the Board of Governors has today made a complaint of breach of the Trade Union Act to the Minister of Labour, requesting that this issue be referred to the Nova Scotia Labour Board for determination. The Board of Governors sees this approach as the most

reasonable and fair in seeking a final agreement to be signed by both groups. **Should the matter go to a hearing, the Labour Board will hear from both groups and make a binding decision”**

Question #1: When do we find out if the matter goes to a hearing? And if it does, what is the timeline for getting a date of the hearing (that was my first question in my email below)?

Question #2: if the matter goes to a hearing, then the Labour Board makes a binding decision... this sounds like arbitration and not the conciliation (conciliation, by definition, is not binding) that you note below. I'd benefit from any clarification you can offer.

[REDACTED]

[REDACTED]

From: Lindsey MacCallum <Lindsey.MacCallum@msvu.ca>

Date: Thursday, September 5, 2024 at 12:08 PM

To: [REDACTED], Tianyuan Yu <Tianyuan.Yu1@msvu.ca>, Genevieve Boulet <Genevieve.Boulet@msvu.ca>, msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>

Subject: Re: Response to the questions/comments on the listserv

Hi everyone,

I need to correct the record: **No one called on arbitration and no arbitrator is involved.** The Employer filed a complaint with the Labour Board, and the only result coming from this complaint—should the Labour Board accept the complaint—is to tell both parties to meet and finalize the agreement. This is precisely why complaints to the Labour Board can take time, and why we are working towards meetings via a conciliator and the Chair of the Board of Governors to expedite this process.

Lindsey

Lindsey MacCallum (she/her)
Scholarly Publishing Librarian
Mount Saint Vincent University Library
K'jipuktuk (Halifax)
Phone: (902) 457-6402
Website: <http://www.msvu.ca/library>
**Note that I generally observe email-free evenings and weekends.*

Vice President, MSVU Faculty Association: for FA queries, please email lindsey.maccallum@msvufa.ca

From: msvufa-univ-list <msvufa-univ-list-bounces@msvufa.ca> on behalf of [REDACTED]

Sent: September 4, 2024 6:04 PM

To: Tianyuan Yu <Tianyuan.Yu1@msvu.ca>; Genevieve Boulet <Genevieve.Boulet@msvu.ca>; msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>

Subject: Re: [msvufa-univ-list] Response to the questions/comments on the listserv

Hello Tianyuan,

Thanks for this information. And thanks for encouraging a plurality of voices.

What is the expected timeline for receiving the date of the arbitration hearing? I.e., when do we get the date of the hearing?

I am sure many know this, but for the few who may not, the arbitration of the labour contract is binding. Further, the adjudication from the arbitrator will be made public. This means that the details of what caused the delay in finalizing the CA will be shared publicly.

Arbitration processes are not known to be lengthy. In fact, when negotiations have gone on for a long time (as in our case) and both parties have reached an impasse (as in our case), it is common for one side or both to request arbitration. In short, it's a solution, when no other can be found.

[REDACTED]

[REDACTED]

From: msvufa-univ-list <msvufa-univ-list-bounces@msvufa.ca> on behalf of Tianyuan Yu <Tianyuan.Yu1@msvu.ca>

Date: Wednesday, September 4, 2024 at 5:46 PM

To: Genevieve Boulet <Genevieve.Boulet@msvu.ca>, msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>

Subject: Re: [msvufa-univ-list] Response to the questions/comments on the listserv

Hi all,

To add to Geneviève's update with respect to the remaining outstanding issues in the CA, I'm attaching a 2-page list of 36 items produced by Geneviève on 26 August. As far as I know, this is all that is holding up the signing of the CA at this stage. We are hoping, and will communicate to Chair of the BoG, that all these issues can get resolved through face-to-face meeting(s) between the lead negotiators as soon as possible instead of going through a lengthy Labour Board process.

With regard to the RTPP timeline, I have suggested that the Joint Committee (JC) considers granting an extension to some or all RTPP timelines this year as deemed necessary and plausible. Given the

complexity of RTPP processes, we have asked the Administration to share more information including a list of FA members up for RTPP this year before we can propose a new timeline.

Moreover, in consultation with Geneviève, I have sent to the the JC a document compiled by Geneviève that contains the Salary Schedules (corrected) and the Director & Chair Stipends (corrected) as well as a list of salary-based compensation. On behalf of FA Reps on the JC, I asked that retroactive salary be processed once the employer's version of salary schedules and the Director & Chair Stipends are corrected and that the employer agrees that the retroactive salary applies to all the salary-based compensation up to and including 30 June 2026 (i.e., the expiry date of our new CA). In addition, since the new professional funds were already agreed upon and were supposed to be in effect on 1 April 2024, I requested that FA members be permitted to make a claim for reimbursement from their Professional Expense Funds as soon as possible. Geneviève has also provided the JC a summary of the new articles on Professional Expense Reimbursement.

I understand that there has been a major concern among some FA members about transparency and timely sharing of key information by the FA leadership. Although the discussions on the listserv can become contentious and sensitive, I still believe in the value of open communication and the need for timely & sufficient information sharing, which in my view is the only possible way to nurture trust and solidarity. I just wanted to stress that it is everyone's responsibility to keep the conversation collegial and respectful on this open forum. We also need to be really compassionate for each other at this difficult time, especially for those who have suffered so much and put in so much effort advocating for us in the bargaining process.

In solidarity,
Tianyuan

From: msvufa-univ-list <msvufa-univ-list-bounces@msvufa.ca> on behalf of Genevieve Boulet <Genevieve.Boulet@msvu.ca>
Date: Wednesday, September 4, 2024 at 2:48 PM
To: msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>
Subject: [msvufa-univ-list] Response to the questions/comments on the listserv

Bonjour tout le monde,

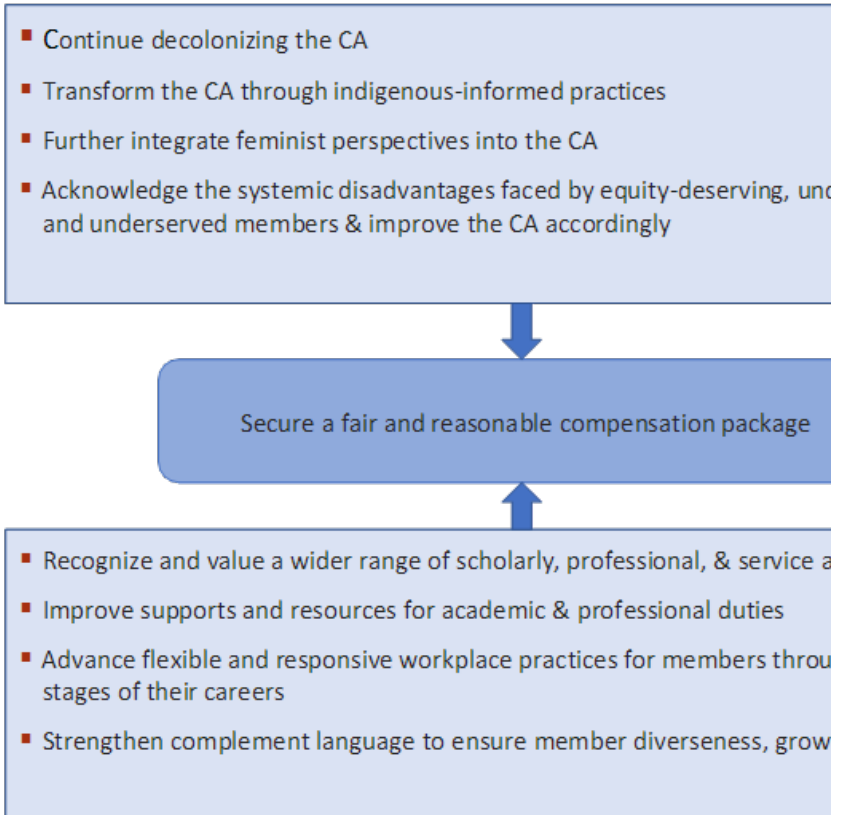
4 September 2024

I ask once more for your patience as this will be a rather lengthy response to questions and comments recently raised on the listserv. I would like to begin by recalling the substantial mandate your bargaining team received at the AGM in April 2023:



Bargaining Mandate 2023

With the overriding framework of equity, diversity, inclusion, and accessibility and a focus on quality education, the MSVUFA enters this round of negotiations for our Collective Agreement with these objectives, to:



To meet this significant challenge, your team relied on the recommendations provided by the Committees established under the Letters of Understanding A, B, and C, which were jointly signed by the Employer and our Union as part of the 2023 Rollover Memorandum of Agreement. Each committee comprised two (2) representatives appointed by the Faculty Association (FA) and two (2) representatives appointed by the Employer. The Employer chose to appoint a Dean to each committee, along with another appropriate representative. Similarly, the FA appointed members whose expertise on the relevant matters would support the success of the recommendations. Given the complexity of these issues, the purpose of these Letters of Understanding was to effectively inform the negotiations between the Employer's team and the Union's team. I now outline the mandates for those committees.

LOU A – Committee on Indigenizing and Decolonizing the Agreement

Mandate: to expand on measures to recruit, retain, and support Indigenous faculty, librarians, and lab instructors at Mount Saint Vincent University. In doing so, the committee will address the 8 February 2021 recommendations of the Committee on Recruitment and Retention of Indigenous Faculty, Librarians, and Lab Instructors, whose mandate was to identify:

- Clear, equitable, and appropriate practices for the hiring of Aboriginal faculty, librarian, and lab instructor members;
- Supports and career training opportunities to ensure fairness in the retention and promotion of Aboriginal faculty, librarian, and lab instructor members;
- Practices and criteria to be applied in all Aboriginal member hiring, training, and

evaluation to recognize special qualifications and contributions including: development and sharing of indigenous knowledge, contemporary issues, and languages; engagement with culturally appropriate research and publication venues; community service; and any other relevant activities.

LOU B – Committee on the Recruitment and Retention of Equity-Deserving Faculty, Librarians, and Lab Instructors

Mandate: to identify:

Clear, equitable, and appropriate practices for the hiring of faculty, librarian, and lab instructor members from equity-deserving groups;
Supports and career training opportunities to ensure fairness in the retention and promotion of faculty, librarian, and lab instructor members from equity-deserving groups;
Practices and criteria to be applied in all equity-deserving member hiring, training, and evaluation to recognize special qualifications and contributions, including: contemporary issues and engagement with culturally appropriate research and publication venues; community service; and other relevant activities.

LOU C – Committee on Distance Education

Mandate: to recommend revision of Article 25 Distance Education in the light of the changing modes of online learning, and recommend any consequent changes deemed appropriate to Article 27 Intellectual Property and Patents. (Online delivery modes at MSVU are summarized by the Teaching and Learning Centre at: <https://www.msvu.ca/academics/online-learning/course-delivery-modes/>)

The committees reported their recommendations to both the Employer and the Faculty Association via their Joint Committee for the Administration of the Collective Agreement in preparation for the negotiations to begin in the spring of 2023.

Regarding questions and comments on RTPP

Faculty members' workload consist of Scholarly and/or Professional Activity, Teaching, and Service, and our performance in each of these categories is assessed for Reappointment, Tenure/Permanence, Promotion (RTPP) as well as in our annual reports. In small institutions such as ours, bicameral governance requires significantly more service from members than in larger institutions. Furthermore, teaching at smaller institutions often entails a heavier workload than at larger ones. However, the expectations and assessment of our scholarly and/or professional activities remain on par with those at larger universities. It is therefore equitable to recognize all three categories of work in the RTPP process. Your bargaining team has been reporting on the

service route for promotion as early as October 2023, at the ratification meeting on 5 March, and as recently as 11 July, when we provided all members with the tentative agreements we've reached on Articles 3, 20, 21, 22, 45, and 49 to enable you to begin assembling your files. Given that the Employer has yet to draft a complete and accurate Agreement, and in light of the major changes in the RTPP process, including the new service route for promotion to professor, the bargaining team released those tentative agreements to help members prepare their applications. At some point, the Agreement will be signed and the RTPP process will commence; therefore, we wanted our members to be ready.

To clarify, this new route for promotion is not the reason for the ongoing difficulties in finalizing and signing the Agreement; this route was agreed upon quite some time ago. Moreover, it is important to be clear that the service route was not introduced for my personal benefit. In fact, the language outlining this route makes it evident that the extensive work I have done for our union over several years would not qualify me for promotion through this route. Instead, the motivation behind proposing and securing this route for promotion was to recognize the diverse contributions each of us makes to our community, especially in the context of our diversifying membership.

As clearly stated in the mandate, negotiating an Agreement is about looking forward in our support to all members.

Regarding member communication

In this round of negotiations, we have provided you with an unprecedented level of information, including reports, presentations, workshops, videos, summaries, and charts. We have offered more resources than in any previous round, despite being consumed by these ongoing, extensive, and highly challenging negotiations. I have explained on several occasions why the union appoints a bargaining team, why the membership entrusts them with a mandate, and why it is crucial to have confidence in the team to fulfil their appointed and mandated responsibilities.

The recent emails clearly illustrate how problematic—and even harmful—open negotiations can be. What is important to one member or group of members may not be of the same importance to another. Open and complete transparency in communication during negotiations can lead to divisiveness, as we are currently witnessing on the listserv.

Regarding equity

Equity is not meant for just a few; it is meant for everyone. In fulfilling its mandate, your bargaining team has carefully balanced individual needs, small group needs, and the collective needs of all members, current and future, in its negotiations with the Employer to promote equitable treatment within our membership. Given all that we have been through and continue to endure, it is

disheartening to read some of the recent emails on the listserv. We have worked—and continue to work—diligently and with integrity to ensure fair and reasonable treatment for all.

Current status

The Employer has revised their initial draft three times in response to our corrections. The number of remaining outstanding issues could be resolved in person within a few hours. Instead, the Employer is choosing to pay their Lead Negotiator to file an unfounded 1,034-page labour complaint, which will entangle us in months of legal battles without bringing us any closer to signing the Agreement. Moreover, the Employer will now have to hire another lawyer to present their case, as their current lawyer has become a witness in the proceedings. Ultimately, the only decision the Labour Board can make under the *Trade Union Act* regarding such a complaint is to instruct both parties to meet and reach an agreement!

What has happened to us since the start of negotiations, and what continues to happen, is unprecedented and unacceptable. This is not about the personalities of the Lead Negotiators as has been suggested on the listserv (and would this even be mentioned if the Leads were men?). For weeks now, our union's communication with the Employer's Lead Negotiator has been conducted through our union lawyer. Rather, it reflects a pervasive, deeply ingrained attitude from the senior administration and the Executive of the Board of Governors that says, "let's show them who is boss". This attitude is evident once again in the upcoming conciliation meeting scheduled for Friday, where they have chosen to limit the session to just two hours, from 2:30 to 4:30. They have also decided to send the Manager of Academic Relations, a staff member, as the university representative to accompany their Lead Negotiator, rather than someone with academic understanding and decisional authority—yet another clear demonstration of their unwillingness to resolve the remaining outstanding issues and get on with signing the Agreement.

The main remaining outstanding issues are:

Incorrect term for the Agreement: the Employer is now proposing a from 14 March 2024 to 20 June 2026, when it should be 1 July 2023 to 30 June 2026.

Errors in mirroring language: several inaccuracies exist in the language that should mirror articles pertaining to faculty members, as applied to librarian and lab instructor members.

Incomplete RTP article for librarians: most of the RTP article for Librarians is missing

Missing existing appendices: appendices currently part of the agreement have been omitted.

Incorrect amounts: errors in the amounts specified for chair/director stipends and in the salary schedules.

I understand and share your frustration and anger, but I urge you to direct those feelings towards the Employer, rather than against your colleagues. When you have questions, I encourage you to reach to your bargaining team or your Union's Executive directly. It is clear that emails on the listserv are not the most effective way to get your questions answered, can create confusion, and may unintentionally cause harm. This is not a matter of the union versus the Employer; it is all of us, as a collective, standing up for our rights and for the integrity of our professional and academic work.

En toute solidarité/In Solidarity,

Geneviève

Please note that I am on sabbatical leave until 1 January 2025.

Geneviève Boulet, PhD (Pronouns: she/her)

Associate Professor of Educational Mathematics, Faculty of Education

Lead Negotiator, MSVUFA

Mount Saint Vincent University

Halifax, NS, B3M 2J6

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