

Subject: Re: [msvufa-univ-list] In preparation for the meeting tomorrow
Date: Friday, October 18, 2024 at 12:28:38 PM Atlantic Daylight Saving Time
From: msvufa-univ-list on behalf of Genevieve Boulet
To: [REDACTED], msvufa-univ-list@msvufa.ca
Attachments: ATT00001.txt

Bonjour tout le monde,

We just received confirmation that the Employer has agreed to our proposed resolution on Appendix B: given that the FA has included its proposal for Appendix B in all of its packages since the very start of the round, and since the Employer never opened that appendix and failed to respond to the FA's proposal until much later after reaching and ratifying the tentative agreement, we are legally permitted to hold our position that Appendix B continues to apply in the very unlikely event of layoff and that this position will not be changing. A formal letter will be provided to the Employer. Contrary to what has been said on the listserv, the FA did not "forget" about Appendix B. The Employer tried to negotiate that appendix out after the fact. What this entails, legally, is that should a layoff be initiated, the FA reserves its right to grieve in accordance with this Appendix. Consequently, the first step in treating the grievance would be for the arbitrator to decide whether or not Appendix B continues to apply, thus obligating the Employer to put the question to an arbitrator after all.

There is no "Geneviève" interpretation of Appendix B and of Articles 17 and 16 (in the case mentioned in [REDACTED] email). The interpretation we are using is that which is given by our legal counsel as well as by the Chair of the Labour Board. I am not sure when the events [REDACTED] says happened, but they happened under a different collective agreement, and besides, no one was laid off anyway.

While I understand the world has changed since the university had only one President and one Dean, the size of the student body has remained relatively stable and so has the academic staff complement. The world changes have affected everyone, not just the administrators, and probably more so our academic staff and our students who are the ones in the classrooms in addition to the tremendous work our support staff does for us.

À très bientôt,
Geneviève

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

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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

From: [REDACTED]

Sent: October 18, 2024 11:23 AM

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

Subject: Re: In preparation for the meeting tomorrow

Thank you for your email Genevieve. We would like to respond to a few of your points, prior to this afternoon's meeting, as it seems from your message that discussion of collective agreement articles will not be welcome. What else could be more important to our members?

Clarification of Appendix B and Article 17.2.

You have provided your interpretation of these articles which we continue to argue are incorrect. You state in your email this morning that the conditions for declaring financial exigency and initiating layoffs are the same and Appendix B does not offer additional protection beyond what is already in place under Article 17.2. That is not correct.

The reason Appendix B was put into the CA in the first place was to remove the Employer's ability to lay off faculty if they reduced or eliminated programs when financial exigency was *not the reason for the program reduction or elimination*. There are historical examples at MSVU of programs being reduced or eliminated without financial exigency (e.g. IT). In the example above, when the IT program was eliminated, IT faculty were not allowed to be laid off and they moved to other departments. You cannot extrapolate from Article 17.2 that it also includes normal operational program redundancies reviews - it only deals with situations of financial exigency and then what happens regarding lay-offs.

Article 17.B is *only* about instances of financial exigency which is completely different from Appendix B.

You also state that our university functioned under one President and one Dean with a student body of nearly the same size. This has zero relevance in today's world and completely ignores the fact that globalization and technology have completely changed the way administrations must operate. It would be completely impossible to administer the Mount today without all of the expertise that has had to be added to properly manage the changed environment all businesses now operate within.

As our group noted in our email this week, the *BT assumed* Appendix B rolled over but legally it was very clearly stated that it expired at the end of the term and had to be brought up for renegotiation. That was not done by our BT. Therefore, we noted that there is not an employer in the nation who would entertain putting that Appendix B back in once bargaining was completed and we note from your email this morning that you stated Appendix B is one of the two outstanding items. We urge you to give up Appendix B because a mistake was made on your part and it is not coming back into the document no matter how long you hold out. We realize because you still list it as outstanding you have been trying hard to get it back into the CA, and we applaud your efforts, but it is also evident the Employer is not going to concede on that issue. Mistakes happen, we all make them, but the time has come to own the mistake and simply accept an error was made in the negotiations on our end and let's move to the signing of the CA.

Solidarity and Purpose of the Union

The lack of transparency and communication throughout this bargaining process has been questionable at best. We cannot control the Employer's behavior but we expect that when members bring issues and questions to the BT and FA Executive our questions will be answered with respect and concern. Some who raised questions have been literally chrewed up and spit out, called sexist, laughed or snorted at, or ignored. The intimidation is beyond any level of acceptability and the solidarity you speak of seems to be only for those who agree with whatever is told to them by the BT and FA Executive. As a group of concerned faculty we want solidarity in our ranks but it has to be for everybody, not a select few.

We used to have wonderful solidarity and of interest very good relations with our administration when our union was solid. The iron fist rule we seem to have now is causing highly intelligent faculty who really like the jobs they have and the flexibility and autonomy that is second to none to question what in the world is going on with our union.

At the end of the day you stated in your first paragraph that the union serves at the members' pleasure to ensure their rights are maintained. The solidarity has been seriously eroded due to the behavior displayed towards members who dare question the BT or the FA Executive this past year and it is something that has got to change going forward. The statements that are very common - and you have to understand it is not just our group of concerned faculty who are not intimidated to speak out in emails but many others who feel they simply cannot speak up because they 1) find the union meetings too stressful, 2) are worried about career progression, or 3) who just don't give a damn and only want the CA signed, all have a common theme - our BT have lost touch with reality.

We would like to see the CA signed today, and the RTPP process moving forward on Monday.

We are very sorry for having to be so direct in this eemail and we have tried to be diplomatic but it is time to stop the misinformation, including what you have stated in your email this morning.

And contrary to the tone in your email we encourage all members to speak up and ask questions at the meeting today on any matter they feel is important to them.

A concerned group of faculty from across all disciplines

[Redacted signature]

Mount Saint Vincent University
Halifax, Nova Scotia

[Redacted contact information]

I acknowledge that MSVU is in K'jipuktuk, part of Mi'Kma'Ki, the unceded and ancestral territory of the Mi'Kmaq. We are all treaty people.

From: msvufa-univ-list <msvufa-univ-list-bounces@msvufa.ca> on behalf of Genevieve Boulet <Genevieve.Boulet@msvu.ca>

Sent: October 17, 2024 10:08 PM

To: msvufa-univ-list@msvufa.ca <msvufa-univ-list@msvufa.ca>

Subject: [msvufa-univ-list] In preparation for the meeting tomorrow

Bonsoir tout le monde,

What does our union do?

Our union exists to protect its members, their working conditions, and their rights. This is our mandate, as outlined in the certification order and governed by the Trade Union Act. We have no ulterior motives, hidden agendas, or “personality” conflicts in our operations. The same cannot be said for the Employer and its administrative representatives, whose precarious positions and volunteer-based leadership, such as the Chair of the Board of Governors, leave them vulnerable to other motives and personal agendas that often shape their actions.

What is the unique power of a union?

Solidarity. This is the most powerful tool we possess. Employers, in contrast, employ various tactics to undermine this solidarity and maintain their perceived control. These tactics are well-documented and have been especially evident at our institution since we unionized in 1988, most recently exemplified by the propagandistic email we received from the VPAP on the eve of an important union general meeting and just hours before tomorrow’s scheduled JC meeting at 8:30 a.m. This email underscores the employer’s deep sense of insecurity in the face of our collective unity.

While we have made it clear that email exchanges are not an effective means of communication, I will still share the contents of this message. However, I strongly urge you to attend the general meeting tomorrow and participate in the union’s core purpose. As scholars, I want to take this opportunity to dispel some misunderstandings regarding Appendix B that have surfaced on the listserv.

Let me clarify the language at the heart of these misunderstandings so that we can focus our time tomorrow on meaningful discussion, rather than on reading collective agreement articles. Specifically, I want to address the difference between **Appendix B** and **Article 17.2**.

Article 17.2: *“In the light of the parties’ recognition of the primacy of the University’s academic mission and in their desire to preserve the academic integrity of the University, the Board of Governors shall not declare a state of financial exigency and/or initiate lay-off of members of the bargaining unit except after rigorous economies have been introduced in all sectors of the University, including reductions of non-bargaining unit staff, and after all means of obtaining revenue have been explored and exhausted. No lay-offs of members shall occur except on necessary and reasonable financial grounds.”*

The first part of Article 17.2 emphasizes the primacy of the University's academic mission and the need for faculty, librarians, and lab instructors to fulfil that mission. We are the core workforce of this institution. Historically, the University functioned with one President and one Dean while supporting a student body of nearly the same size as today. It is evident that the University can operate without the 11 additional senior administrators and two additional deans—among the highest-paid employees—added to the staff since then.

This article addresses two distinct situations: the declaration of financial exigency and the initiation of member layoffs. The phrase "and/or" clearly indicates that these are separate circumstances.

In either case, the Employer can only declare financial exigency or initiate layoffs *after* significant cost-cutting measures have been implemented across the institution, including reductions in non-bargaining unit staff, and *after* all means of increasing revenue have been exhausted. Both actions hinge on financial grounds, as the article clearly states that layoffs can only occur for necessary and reasonable financial reasons.

Appendix B: *"the parties agree that there shall be no layoffs for reasons other than financial exigency during the term of this Agreement."*

Appendix B clarifies that no layoffs shall occur for any reason other than financial exigency during the term of the Agreement. This means that layoffs are contingent upon the declaration of financial exigency and cannot occur as a stand-alone action. However, since the conditions for declaring financial exigency and initiating layoffs are the same, Appendix B does not offer additional protection beyond what is already in place under Article 17.2. In essence, we are protected from layoffs, whether they are tied to financial exigency or other financial reasons.

Although we cannot disclose the confidential contents of the discussions between the parties due to the agreement signed at the Labour Board on September 25 until we sign a facilitated Agreement, we have consistently shared updates on what remains unresolved. Since Tianyuan's last report, we have reduced the outstanding issues from five to two: Appendix B and the salary scales. Discussions are ongoing, and solutions are on the table for those two issues. We are also addressing how to proceed with the RTPP process in the near future, as finalizing and signing the clean copy of the Collective Agreement will take time.

I look forward to seeing you all at the meeting tomorrow.

En toute solidarité/In solidarity,

Geneviève

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

Geneviève Boulet, PhD (Pronouns: she/her)
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