

Subject: [msvufa-univ-list] Bargaining Update
Date: Saturday, August 10, 2024 at 4:41:50 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,

I ask for your patience with this lengthy report. To ensure our new members are fully informed, I will be reiterating some information previously shared.

At 4:30 a.m. on 5 March, after four intensive days of negotiations, we reached a tentative agreement aimed at ending the strike and resuming work.

On 26 March, the VPAP informed members of the Joint Committee that the Employer's Lead lawyer was drafting the Collective Agreement (CA).

On 3 April, I met with the Employer's Lead after reaching out. The only topic she wished to discuss at that time was the formatting of the Agreement—items such as font, indenting, and renumbering. I pointed out that due to the nature of the final days of negotiations, which were completed in a rush, there were likely to be many errors. She agreed that we would need to review them.

On 22 April, the Employer's Lead emailed me a link to a 417-page document titled "MSVU-MSVUFA – Renewal Agreement – Agreed Language with Track Changes," along with the invitation to review and advise her of any errors or omissions. This package included scanned email exchanges and proposals. It's important to recall that the Employer's team refused to meet with our team after our last meeting on 7 December, 2023, at which point we had only agreed on one article, Article 37 – Arbitration. From that point on, all proposals were exchanged via email, with occasional face-to-face discussions in the presence of conciliators. Due to the inefficacy of this method, we suggested using a shared folder that would keep a record and track the proposals and counterproposals, but the Employer's Lead refused. This explains why the package sent by the Employer's Lead, dated April 18, is 417 pages long. Given the nature of the package, I requested a hard copy to facilitate our team's review, which was made available to us on 7 May. The team immediately began a meticulous review of the package, identifying errors and omissions.

On 13 May, we began sending emails to the Employer's Lead, requesting missing documents (articles, salary schedules, and appendices) and submitting corrections.

On 19 May, the Employer's Lead instructed us to stop sending "new improvements" and to confirm our agreement that their 417-page package accurately reflected the language agreed upon on 5 March. I immediately clarified that the revisions we were sending were not "new improvements" but corrections and notifications of omissions in their package. Given the volume and the nature of the material to review, we felt it was important to send revisions as we progressed, to expedite the completion of the final draft of the CA.

By 23 May, we had sent a complete set of the necessary revisions.

On 27 May, after receiving no response from the Employer's Lead, the Executive instructed our Team to draft the CA ourselves. This involved creating individual documents for each article proposal, with revisions clearly tracked. These revisions were all supported by written agreements and exchanges, including those missing from the Employer's package.

On 5 June, we finalized a complete draft of the CA and shared a link to a folder containing all the documents, organized according to their actual appearance in the Agreement. We indicated that this would facilitate their review and requested they advise us of any errors or omissions. I also invited the Employer's Lead to meet and discuss the draft if she needed further information or clarifications.

From 10 to 13 June, there were several email exchanges between us two Leads, with the Employer's Leads refusing to review our document and insisting that we confirm their 417-page package was complete. I reiterated that it was not and explained why.

On 13 June, the Employer's Lead sent me a "clean" version of the draft CA based on their 417-page package, claiming it was complete and accurate. She invited me to call if discussion was needed. I responded that a discussion was indeed necessary, as email communication had proven to be ineffective.

On 14 June, the Employer's Lead agreed to an online meeting. I reiterated that our revisions were corrections and omissions, as she had requested in early April. I asked her to review them. She complained that she couldn't run the Compare Tool in Word because our documents were provided as individually. Although this can be done, in another effort to get this done, I offered to compile all documents into a single Word document with which she could use the Compare Tool.

On 22 June, I sent a link to a single Word document of the complete draft of the CA.

On 3 July, having received no response, I sent an email asking for confirmation of receipt of the link. The Employer's Lead replied that she was unable to access the document and that she had asked for a

single Word document. I clarified that the link was to a single Word document but attached the file nonetheless.

On 23 July, the Employer's Lead sent a short list of corrections they agreed to, stating that they were doing so out of kindness and a desire to finalize the Agreement. She also asked us to propose dates for signing. However, their list only consisted of minor corrections. Their "clean" version of the 417-page package still had missing articles, sub-articles, and incorrect agreed-upon language. In other words, we were not making progress.

On 24 July, I emailed the Employer's Lead to request an in-person meeting to review the FA's draft, as it was the only complete version available. She and I could each be accompanied by another person. I noted that this request comes after months of back-and-forth that was not achieving the goal of completing and signing the Agreement.

On 25 July, the Employer's Lead refused to meet until we provided detailed information on what we believed were errors and omissions in their "clean" version.

In the week of 29 July, reached out to CAUT and our union lawyer for advice. After discussing the situation at length, it was decided that our union lawyer call the Employer's labour relation lawyer to obtain clarity as to what the problem was at their end. The Employer's labour relation lawyer got back to our union lawyer reiterating what the Employer's Lead was claiming: that the FA was attempting to negotiate new improvements to the CA and refusing to sign off on their "accurate" clean version. We therefore asked our union lawyer to call the Employer's Lead directly.

On 2 August, our union lawyer finally spoke with the Employer's Lead, who requested that the FA provide them with a list of outstanding issues, maintaining that their "clean" version was complete and error-free.

From 3 to 8 August, I drafted a table of outstanding issues, including the necessary corrections and the references to written confirmations (proof) of our agreed-upon language. To avoid further confusion and delays, I simultaneously edited the Employer's "clean" version in track changes so that she could follow the list and see what the corrections looked like in the actual document. Once completed, I sent along the list and the revised "clean" version to our lawyer with all of the supporting documentation.

On 9 August, our union lawyer and I discussed the list and the supporting documentation. He then forwarded it to the Employer's Lead. She immediately emailed him back challenging the 182 proposed changes and reiterated that negotiations were over. She requested a call to discuss the matter. Our union lawyer explained to her that the FA had provided many documents over the past few months to address her concerns, and that the latest submission, including the revisions to their "clean"

document, was based on verified agreements. He assured her that all corrections were confirmed by supporting documents, clearly referenced in the FA's list, and that the FA was not seeking to negotiate "new" proposals.

Indeed, the list we provided contains numerous changes, including editorial errors, missing article numbers, misnumbering of other articles, formatting issues, and more. Crucially, entire articles and sections are missing, as well as the salary schedules, appendices, and even the term of the Agreement (July 1, 2023, to June 30, 2026). Agreed changes, such as mirrored language for faculty members, librarians, and lab instructors, as well as gender-neutral language, are missing. Additionally, a solution we proposed months ago for an issue related to the deletion of Appendix C has yet to receive a response from the Employer's Lead.

The Employer's Lead has compiled a 417-page package consisting of scanned email exchanges and proposals, then had her assistant draft a "clean" version, which introduced new errors and omissions. In contrast, your Bargaining Team has meticulously reviewed their package, sent corrections, redrafted all the articles with revisions in track changes, compiled a complete draft of the Agreement, created a comprehensive list of outstanding issues, and edited the Employer's "clean" version. Frankly, the FA should be compensated instead of their lawyer for drafting the CA.

Moreover, some of our administrators have resorted to unprofessional behaviour, spreading misinformation and criticizing me as the Lead, the Bargaining Team, and the Executive, to whoever wants to hear it, rather than meeting to work on moving forward productively as professional adults in a workplace that claims to champion social justice.

Have a great weekend and I will keep you posted!

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

