

Subject: [msvufa-univ-list] In preparation for the meeting tomorrow
Date: Thursday, October 17, 2024 at 10:09:28 PM Atlantic Daylight Saving Time
From: msvufa-univ-list on behalf of Genevieve Boulet
To: msvufa-univ-list@msvufa.ca
Attachments: ATT00001.txt

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)
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