

Understanding and Unpacking the MOU on Financial Emergencies. Panel Discussion hosted by the MRFA PSE Committee: Feb 12, 2020.

Facilitator: Jessie Loyer

Panel members: Melanie Peacock, MRFA President; Heather McLellan, MRFA VP Policy and Senior Grievance Officer; Calvin Howley, Cape Breton Faculty Association President.

Melanie Peacock: *opening remarks*

MRFA negotiations team has been addressing, and advocating for, a financial exigency clause for some time, and Management finally agreed to an MOU using the term “financial emergency”.

We need to know that emergency isn’t as strong a term as exigency.

Therefore, the MOU has room for improvements. This said, it is of strategic benefit that we have this at our disposal. The Association recently communicated to management that based upon recent correspondence from management (i.e. anticipated program changes or restructuring) the MOU should be invoked. Management replied that they have no intention (in the short-term) to dismiss faculty and therefore the MOU should not be enacted. As such, the Association benefited from having this in writing.

Heather McLellan- Article 4.14 and 4.15: *redundancy clauses*

- The Collective Agreement provides that written notice must be given if a faculty position is being terminated. *If you receive notice that you are going to be laid off, come and speak with the MRFA’ Labour Relations Officer and/or VP Policy and Senior Grievance Officer and they will help you through the process.*
- Years of service accrued includes all forms of paid leave.
- This article requires that attempts be made to place full-time faculty somewhere else in the University (depending on qualifications and job requirements) before terminating the member. *Be familiar with your own competencies and skills; keep your CV up to date, think of areas you may be able to teach that may or may not be in your home department- think about your flexibility/ movement between departments and faculties.*
- Redundancy is a grievable item in the Collective Agreement.

Calvin Howley: *recommendations and advice*

The Cape Breton University Faculty Association is one of the few in Canada which has invoked its financial exigency language. Having gone through this process the following are some key points for others to improve the efficacy of this process.

- Develop a clear process.
- Use an external chair for the Committee charged with implementing the financial exigency process.
- Define terms; for example, if the Employer won’t agree to use “Financial exigency” be sure to define what it is replaced with. If the replacement is something such as financial emergency - *define what emergency clearly means.* Also look at language regarding seniority and make sure it is

strong so that junior members do not feel they will be “sacrificed” and that it is clear what criteria determines seniority.

- What is the employer using as a justification? Administrations tend to use future trends to justify cuts. For example, at CBU the administration continuously held that ‘the sky is falling’ however, the enrollment rates then went up. Using past data can provide **actual** trends in deficits not ‘possibilities’ of future deficits. Using percentages as opposed to dollar amounts may be more beneficial as well.
- If the Administration invokes the ‘emergency’ clause have financial records sent to an external accountant to review the finances.
- Have an ‘emergency’ clause as an article in the Collective Agreement and off of an MOU.
- When it comes to communication be open with members and the wider community about budget cuts and their effects. *Work on sending the message that cuts to the university are cuts to the community. Work on building a better relationship with the employer when it comes to lobbying the government.*
- Also ensure to maintain an open dialogue with students. The message being that cuts to the budget mean cuts to programs and decreases to the quality of education they will receive. Students need to be kept in the loop.