

**Article 26****MISCELLANEOUS WORKING CONDITIONS**

\*26.01 The Parties recognize that the University is required to accommodate employees who have requirements based on any of the grounds listed in the Newfoundland and Labrador *Human Rights Act, 2010*.

**HEALTH, SAFETY AND SECURITY**

\*26.02 The University shall maintain health and safety conditions on all University premises in accordance with all relevant legislation, regulations and codes. The University shall take reasonable measures to maintain the security of the buildings and grounds. The health and safety conditions shall include:

- (a) access to potable water at suitable points conveniently accessible to all ASMs;
- (b) indoor air quality (IAQ). In consideration of IAQ the University shall investigate and use its best efforts to resolve IAQ problems arising from the indoor environment, indoor air contaminants [that include but are not limited to moisture, dust, amount of outdoor air intake, mold, bacteria, radon, sewer gases, carbon monoxide, carbon dioxide, and volatile organic compounds (VOC)] and insufficient outdoor air intake; and,
- (c) ergonomic assessments, and timely ordering of furnishings and equipment recommended by the assessment. Following the ergonomic assessment, ASMs so assessed shall be advised as to expected delivery time of furnishings and equipment recommended by the assessment.

\*26.03 (a) The University shall maintain an on-line database of all known occurrences of asbestos.

(b) The University shall perform on an annual basis air quality tests in representative areas of all buildings known to contain asbestos, or known to have contained asbestos. These tests shall be conducted during times that represent typical workplace activities. The resulting Reports shall be provided to MUNFA and shall be made available on the Environmental Health and Safety website.

(c) Whenever renovations are occurring in buildings known to contain asbestos, or known to have contained asbestos or other hazardous materials, the University shall conduct a risk assessment to determine if any of those hazardous materials will be disturbed. In such instances where it is deemed that asbestos or any other hazardous materials might be disturbed, appropriate signage will be placed at the renovation location as well as e-mail notification through Newsline and, at Grenfell Campus, Messenger.

26.04 The University shall ensure that the University Health and Safety Committee is maintained, in accordance with its established terms of reference, to provide advice on the development and maintenance of a university-wide health and safety management system. The Association shall be entitled to at least one (1) seat on the University Health and Safety Committee in accordance with the established terms of reference, as amended from time to time.

26.05 The Association shall be entitled to at least one (1) seat on each Workplace Health and Safety Committee where ASMs work.

26.06 Workplace Health and Safety Committees may request from the University any information necessary to carry out its duties and such requests shall not be unreasonably denied. Committee members and representatives are responsible for maintaining rules of confidentiality except where disclosure of information is specifically required by the Act or another law.

\*26.07 The University shall notify ASMs at least two (2) days in advance of any scheduled interior or exterior building renovations, remediation actions or alterations, including those that are likely to involve hazardous materials or noxious fumes, by email notifications through Newsline and, at Grenfell Campus, Messenger, and by posting notices in the vicinity of the scheduled renovations, remediation actions or alterations. In emergency situations, the University shall use best efforts to contact affected ASMs on an urgent basis.

26.08 Individual ASMs shall report any health or safety concerns concerning air and/or water quality in their offices, laboratories, teaching spaces and adjacent hallways for investigation. Such investigations shall not be

unreasonably denied. The ASM shall be notified of the results of the investigation. When air quality and potable water tests have been performed, in the areas of concern to the ASMs, the resulting Reports shall be immediately provided to the ASM, their Administrative Head, and the Association.

- 26.09 In circumstances where there is evidence that an ASM's work space or immediate surroundings might reasonably pose a danger to their health, the University shall mitigate any danger or provide alternative work space. If the ASM is required to occupy an alternate workspace for more than five (5) days, the ASM may make a request to have office contents moved expeditiously to the new location. Such a request shall not be unreasonably denied.
- \*26.10 Following a threat to an ASM's health and safety by an individual, the ASM shall report the situation to the President. The President shall immediately investigate such threat and where evidence from such an investigation warrants, shall mitigate such threat. The process of such investigation and, if warranted, mitigation shall be fully disclosed to the ASM and the Association.

### **INSURANCE**

- 26.11 The University agrees to maintain the current level of general liability coverage for ASMs as provided for under its General Liability Policy. The University shall provide the Association with a copy of the General Liability Policy upon request.

### **OFFICE, TEACHING AND RESEARCH SPACE, AND SUPPORT SERVICES**

- 26.12 The University shall use its best efforts to provide each ASM with suitable office, research, teaching and studio facilities. Normally, Faculty Members and ASM-CFEs shall be provided with fully enclosed, private and individual offices. Offices shall be equipped with furnishings (chair and desk), telephone, bookcases, a computer with software available to the ASM through the active licenses of the University, and Internet access. All these spaces shall be cleaned on a regular basis.
- \*26.13 When constructing new office facilities, the University shall construct offices for ASMs consisting of approximately eleven (11) square meters of floor space. Universal design principles shall be considered in the design and construction of new buildings, and the renovation of existing office, teaching and research space.
- 26.14 The number of offices currently provided for Librarians shall not be reduced and the University will use its best efforts to increase the number of fully enclosed private individual offices for Librarians. Partitions may be used to enclose a minimum working space of eleven (11) square meters.
- 26.15 ASMs shall have access to the offices and research facilities assigned by the University at all times, except:
- (a) in emergency situations such as toxic chemical leakage, fire or bomb threats;
  - (b) a MUNFA strike or lockout of MUNFA, unless explicit permission is given as per the letter from the Director of Faculty Relations dated September 13, 2007;
  - (c) as a result of disciplinary action or non-disciplinary relief from duties as specified in Article 18.
- 26.16 The University shall provide ASMs with facilities and space for the secure storage of research data and metadata for at least five (5) years following publication of findings based on the data. ASMs shall have timely access to their data and research materials in storage. Such access shall be restricted to the ASM or their authorized delegate.
- 26.17 The University recognizes the importance of support services to the work of ASMs. The University agrees to use its best efforts to provide appropriate support services, duplicating services, printing services, mail services, secure e-mail services, telephone services, computing and electronic communication facilities and computer software, office material, postage, and supplies for their University work.
- \*26.18 An ASM assigned to teach a Distance Education course section, as defined in Clause 1.03(n), shall be offered Telecommunications Technology training and support at the University's expense at the request of the ASM.

**LIBRARY**

26.19 The University recognizes the importance of the Library to the teaching and scholarship of ASMs. The University shall use its best efforts to provide ASMs the opportunity to access, through the Library and computing facilities, all expressions of knowledge, intellectual activity, information and ideas, subject only to their accessibility/availability, financial constraints and to any restrictions imposed by law or University regulations in effect as of January 1, 2006 or any policies negotiated between the Parties.

**PRIVACY AND ACCESS TO INFORMATION**

26.20 ASMs have a right to privacy in their personal and professional communications and files, whether in paper or electronic form including but not limited to e-mail, subject to the *Access to Information and Protection of Privacy Act* (ATIPPA) and any other legal requirement. The University shall only have access to ASMs' electronic communications and files to ensure the security of the computer facilities or information stored therein, and to ensure against degradation of computer system performance.

26.21 When the University receives a request (hereinafter "a request") pursuant to the ATIPPA and a preliminary search for records indicates that one or more ASMs will be asked to search for and provide records, the ASM(s) shall be advised that they may seek assistance from the Association. The ASM shall be provided with no fewer than five (5) days to search for and retrieve the records and shall provide the records to the University on or before the response date specified by the University.

26.22 If a request, in which records of an ASM have been sought and/or provided, goes under review by the Information and Privacy Commissioner, the University shall advise the ASM and shall advise they may seek assistance from the Association.

26.23 Nothing in this Article shall limit the right of the Association to file a grievance under the Collective Agreement in connection with a request.

**PARKING**

26.24 (a) Upon application, each ASM shall be provided with one (1) outdoor parking space. Normally, the space shall be within reasonable distance of their office. If, because of major construction, the University is unable to meet these requirements, the Parties shall meet to agree upon a fair allocation of parking spaces for ASMs. If agreement on alternate parking spaces is not reached before the construction begins, the University shall provide each ASM who has an acute or chronic mobility problem that requires an accommodation with a parking space near the entrance to the building where their office is located.

(b) The University shall use best efforts to increase the monitoring of un-gated parking lots during daily periods of peak usage.

(c) Should an ASM with a valid parking permit not be able to find a parking space in their designated lot, the ASM may park in one of the designated overflow parking lots.

\*26.25 During the life of this Collective Agreement, parking fees shall increase by no more than 5% from those in place on September 1, 2021. Fees for new parking areas shall be equal to those charged in comparable parking lots on campus.

26.26 The University shall provide sufficient racks in convenient locations for the secure on-campus daily storage of bicycles by ASMs. The University shall use best efforts to encourage the use of bicycles to/from and across campus and increase the availability of secure and weather-proof racks in convenient locations for the daily storage of bicycles.

26.27 The University shall use its best efforts to promote the use of ride sharing and public transit to and from the University.

26.28 The University shall maintain scheduled shuttle services in place as of September 2018 at no cost to ASMs when necessary to carry out their required duties and responsibilities.

**RECORDING OF LECTURES**

26.29 No lectures or classes shall be recorded without the written permission of the ASM in charge of the class.

### **ACCOMMODATION OF STUDENTS WITH DISABILITIES**

- 26.30 The Parties recognize that both the University and the ASMs have a legal obligation to accommodate students with disabilities. Students with disabilities who request accommodation shall be identified to the ASM and the Administrative Head in writing by the appropriate campus co-ordinating centres [(Glenn Roy Blundon Centre (St. John's Campus), Student Affairs Office (Marine Institute), and Learning Centre (Grenfell Campus)]. The provision of the necessary accommodation, if such accommodation includes additional personnel or assistive technology, shall be the responsibility of the University through the appropriate campus co-ordinating centre. ASMs shall allow such accommodation in the classroom.
- 26.31 Notwithstanding Clause 26.29, a lecture or class may be recorded by a student who has been deemed by the appropriate campus co-ordinating centre [(Glenn Roy Blundon Centre (St. John's Campus), Student Affairs Office (Marine Institute), and Learning Centre (Grenfell Campus)] to require such recording to accommodate a disability. When the accommodation includes recording, the recording shall be subject to Clause 27.07.
- 26.32 If the accommodation of students with disabilities requires additional effort on the part of the ASM, the ASM shall specify to the Administrative Head in writing what additional tasks have been undertaken. Such tasks shall be considered in determining the ASM's future workload, or compensated by remuneration or course remission, as determined by mutual agreement of the ASM and the Administrative Head.

### **CHILDCARE**

- 26.33 The University shall use its best efforts to provide personnel and facilities for St. John's Campus for the day care of at least thirty (30) children of ASMs aged from two (2) to five (5) years and after school care of thirty (30) children of ASMs aged from five (5) to twelve (12) years at rates that shall not exceed 1.35 times the rates for full-time undergraduate students prevailing at the existing Campus Childcare Inc. The University shall use its best efforts to ensure that such facilities are available from 8:00 a.m. to 6:00 p.m. on weekdays when the University is normally open.
- \*26.34 The University shall use best efforts to provide Grenfell Campus with priority access to childcare services in the newly built facility on Grenfell Campus by December 31, 2025.

### **PAYMENT OF PORTION OF SALARY AS RESEARCH GRANT**

- 26.35 Subject to the provisions of the Income Tax Act and rulings of Canada Revenue Agency, the University shall assist ASMs in designating a portion of salary as a research grant whether or not the ASM is on sabbatical leave.

### **STORMS**

- 26.36 In the event of a serious storm, an ASM and the Administrative Head, in consultation, shall decide whether to cancel classes or laboratories. The ASM and the Administrative Head, in consultation, shall make suitable arrangements for making up class, workshops or laboratory sessions, should such a make-up be deemed necessary.
- 26.37 Provided that the provisions of Clause 26.36 are adhered to, an ASM shall not be subject to discipline for failure to perform duties during such a storm.

### **STRIKES AND LOCKOUTS**

- 26.38 In the event of a strike or lockout of employees not in the MUNFA bargaining unit, ASMs shall not be required to perform the duties of those employees.