KNOW YOUR RIGHTS
With over 125 pages, 33 articles, and seven appendices, the MUN/MUNFA Collective Agreement confers certain rights and obligations to Academic Staff Members (ASMs). However, as language changes over the iterations of many agreements, it can be a complicated document to work through. The purpose of this guide is to provide you with more details regarding your rights as an ASM at Memorial University.

ACADEMIC FREEDOM

Academic freedom is a defining value of universities and generally entails the right for faculty to teach, research, and pursue scholarly endeavours without threat of reprisal or censorship. Academic freedom is not universally defined. Its invocation often requires a complex understanding of an isolated situation, the individuals involved, and the unique role of academics in an academic institution.

Academic Freedom in the Collective Agreement

Article 2 of the MUN/MUNFA Collective Agreement states, in part, the following:

All ASMs enjoy equal rights to academic freedom. Academic freedom is necessary for the pursuit of the University’s purposes. The defence of academic freedom is an obligation on all members of the University community. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment. Rather it makes commitment possible.

MUNFA’s Academic Freedom and Grievance Committee meets on a bi-weekly basis to discuss matter arising from members concerns and overarching issues. If you have a question or concern for the Academic Freedom and Grievance Committee, contact MUNFA’s Labour Relations Officer at lro.munfa@mun.ca or 864-4197.

Academic Freedom and CAUT

The Canadian Association of University Teachers (CAUT) has a policy on Academic Freedom. CAUT is heavily involved in ensuring academic freedom throughout its membership and advocates at the national level for the academic rights of all its members.
INTELLECTUAL PROPERTY

As members of the University community who engage in research, your intellectual abilities advance knowledge in a wide variety of fields. Article 28 the Collective Agreement outlines the intellectual property rights and responsibilities of ASMs.

As a starting point and subject to the rights of co-creators, ASMs own their intellectual property and are the beneficiaries of its commercialization. This is recognized as an integral part of academic freedom.

However, an ASM may choose to participate in work that is subject to agreements that grant intellectual property rights to others and/or place constraints on how their intellectual property may be disseminated or subsequently used. Generally speaking, these agreements are achieved through a research contract between the University and a third-party partner, and a corresponding agreement between the ASM and the University.

Research Contracts As per Clause 28.06, if you are a party to a research or development contract which has explicit provisions for Intellectual Property (IP) Rights or revenue sharing from such IP rights, or you have given consent by way of a Researcher Participation Agreement (RPA) for the University to be a party to such a research or development contract, the provisions of that contract take precedence over your Collective Agreement rights (with respect to any IP created as part of that contract).
Suggestions for ASMs asked to sign an RPA:

ASMs who choose to sign an RPA need to be aware that the RPA addresses matters related to intellectual property ownership, access, licensing, as well as publication rights, confidentiality and liability. As the terms of an RPA or any other external research agreement are outside of our bargaining authority, MUNFA will be unable to provide legal assistance or representation for any dispute arising out of the terms of such an agreement.

ASMs are further advised to be aware of the following when asked to sign a RPA:

- The RPA shall only be used in respect of Research Contracts that contain any Third Party License or Third Party Assignment. It will not be used in respect of Tri-Council funding, including collaborations with other ASMs, except where such funding is leveraged and/or is to be used for a project that is the subject of such a Research Contract.

- You should receive and thoroughly review any Research Contract between the University and the industry partner prior to signing an RPA.

- By signing the RPA, you waive certain rights a set out in the MUN-MUNFA Collective Agreement including Article 20 (Complaints, Grievance and Arbitration) and Article 28 (Intellectual Property).

- Should a dispute arise between the ASM and Memorial University under a term of the RPA, and the ASM and the University do not resolve the dispute through negotiation within 15 working days, then either the ASM or the University may refer the dispute to a single arbiter for binding arbitration pursuant to the terms of the Arbitration Act, R.S.N.L. 1990, c. A-14, as amended.

If you have questions related to the RPA, contact Research Grants and Contracts Services: rgcc@mun.ca or 864-8251

For more information on Memorial University’s research policies please visit the Research at Memorial website here
PROMOTION & TENURE

The specific guidelines and dates that govern the tenure process can be found in Articles 8-12 for Faculty Members and Articles 14-18 for Librarians. An in-depth timeline with all relevant deadlines can be found on our website in the Promotion and Tenure Calendar.

MUNFA can assist ASMs with any questions or concerns related to the Promotion and Tenure process. In addition to general questions related to the process, MUNFA can assist ASMs who:

- Are experiencing extenuating circumstances (ex: family or medical issues) and require altered or extended promotion and tenure timelines
- Are presented with initial negative tenure or promotion recommendations (Clause 10.08 – Faculty Members; Clause 16.11—Librarians). With MUNFA’s advice and support, many ASMs presented with an initial negative recommendation have been successful in the tenure or promotion process.
- Are members of Promotion and Tenure Committees who require clarification on processes.
- Are seeking advice on their assessment file or have concerns over any aspect of the Promotion and Tenure process.

More Helpful Links

- CAUT Teaching Dossier
- Office of Faculty Relations

What is the assessment file?

Your assessment file contains documentation relevant to the evaluation process including writing samples, published works, evidence of effective teaching, and may include a statement from the candidate referring to their fulfillment of the relevant criteria stated in Articles 11 & 12 (Faculty Members) and Articles 17 and 18 (Librarians). The completed file must be submitted to the Administrative head by September 15th (Faculty Members) or within 20 days following the request from the University Librarian (Librarians).

If you are unsure of what to include in your assessment file contact munfa@mun.ca for advice.
PERSONAL FILES

Who has it?

Your official personal file is located and maintained in the Department of Human Resources. For ASMs at Grenfell Campus the files are held in the St. John’s campus but must be made available within two days of an ASMs request to view the file.

What is in it?

**Article 1.49** outlines the following inclusions:

(a) Pre-appointment materials including correspondences associated with the application, curriculum vitae, transcripts and letters of reference.

(b) Copies of letters relating to Board actions respecting the ASM including initial appointment, renewal of appointment, leaves of absence, administrative appointments and salaries.

(c) Employment related correspondence.

(d) Documentation relating to recommendations on tenure and promotion

(e) Correspondence and other documentation respecting professional development and achievement

The contents of the file are not limited to this list

Can I get access?

Yes, with a written request. An ASM and their authorized representative have the right to examine the ASM’s personal file during normal working hours in the presence of the Director of Human resources (or one of their designated representatives).

Any person who has authorization, but is not in the Office of Faculty Relations or the Department of Human Resources, must sign a form which indicates the date they saw the file.
The duty to accommodate is a legal principle that requires an employer to provide an environment that is barrier-free and one in which all people have equal access to opportunity, to the point of undue hardship.

Accommodation in employment most often involves the protected grounds of physical or mental disability (short-term or chronic), and it may also involve the other protected grounds in the Canadian Charter of Rights and Freedoms, such as gender (including pregnancy), family status, marital status, and religious beliefs.

Some things an employer must consider when accommodating employees include, but are not limited to, the following:

- Purchasing or modifying tools, equipment or aids, as necessary;
- Altering the premises to make them accessible;
- Altering aspects of the job, such as job duties;
- Offering flexible work schedules;
- Allowing time off for recuperation;
- Hiring an assistant.

The Human Rights Commission of Newfoundland and Labrador defines the “duty to accommodate” as:

Employers are required to accommodate (i.e. support) employees who have special requirements based on any of the grounds listed in the Act. This means eliminating or changing rules, policies, practices and behaviors that have a discriminatory effect on persons as a result of their differences or needs that are related to protected areas under the Act. Employers have a duty to accommodate employees to the point of undue hardship.

Other related links:

Human Rights Commission of Newfoundland and Labrador

Employers Guide to the Human Rights Act
PROFESSIONAL DEVELOPMENT FUNDS

Professional Development and Travel Expense Reimbursement Fund (PDTER):

Available for a regular term, tenure track, or tenured ASM, and probationary, term, or permanent ASM-CFE who is employed as of April 1 at the University

What qualifies as a PDTER expenditure?

- Books, subscriptions, computer software, instruments, materials or supplies which will remain property of the University
- Travel, accommodation, or cost of supplies directly related to meetings or research activities including field trips
- Registration fees for scholarly conferences
- Page and reprint charges or costs incurred in the preparation and completion of scholarly manuscripts
- Academic association memberships
- Travel and accommodation of students supervised by the ASM to attend scholarly conferences and conduct research

How much funding can I get?

Each fiscal year (April 1–March 31) expenses of up to $1600 incurred during that fiscal year may be claimed and the qualifying expenditures will be reimbursed upon written request to the Administrative Head. Only two (2) non-travel related PDTER requests can be made in a fiscal year. You can carry forward your PDTER entitlement up to two years to a maximum entitlement of three years at any one time.

Please see Article 32 for more detailed information

For ASM’s appointed to a teaching term of a minimum of 12 months:

The University will provide an annual Professional Development and Travel Fund of $800. Expenditures will be approved by the Administrative Head. Qualifying expenditures:

A) books, subscriptions, equipment, computer software, instruments, materials or supplies
B) Travel, accommodation, or cost of supplies directly related to teaching activities (not covered by other University funds)
C) Registration fees for scholarly conferences
GRIEVANCES

When is a grievance filed?

Broadly speaking, an individual grievance may arise from one or more of the following:

1. Challenge of the reasons given for adverse decisions on tenure, promotion, non-renewal of contract, or the like.

2. Violation of rights such as those subsumed under the headings of academic freedom, working conditions or workload, denial of leaves such as sabbatical or for sickness, or failure to accommodate changes in an ASMs situation.

3. Discrimination on prohibited grounds, such as race, religion, sex, nationality, marital status, political, etc.

4. Violation of defined procedures or failure to establish and apply acceptable procedures such as those governing promotion and tenure, appointment, or discipline and dismissal.

If I want to file a grievance, who can help?

The MUNFA Academic Freedom and Grievance Committee (AF&G) has the responsibility to provide advice and assistance to individual MUNFA members who feel aggrieved in any of the matters outlined above. AF&G’s role is that of an advocate, assisting ASMs in learning and defending their substantive and procedural rights. In many cases, an individual ASM may wish to simply obtain advice on rights and procedures in order to decide whether to file a grievance. Upon request, the Committee will assist a person with a dispute through the procedures outlines in Article 20 of the Collective Agreement. The Committee will handle consultations and casework in a confidential manner.

For more information please see the MUNFA website or contact our Labour Relations Officer (lro.munfa@mun.ca).
Given the unique skill-sets, knowledge, and experience of ASMs at the University, opportunities often arise for outside engagement at both the professional and scholarly level. For the enhancement of the reputation of the University and the competence of the ASMs, ASMs are encouraged to become involved with the community outside the University. See Article 21 of the Collective Agreement.

Activities are subject to the following conditions:

- Activities cannot hinder the fulfillment of your obligations to the University including scholarly work and academic administration.
- Activities cannot interfere with your normal timetable of teaching activities.

Do I need to tell my Administrative Head?

If you receive a written request from your Administrative Head, you must provide information on the nature and scope of your paid professional activities.

If your outside professional activities involve the use of University supplies, employees, or services, you will need written approval from your Administrative Head. In your request be sure to include as much information as possible such as the nature and scope of the activities. If your activities are approved, you may be charged for the use of the services unless you receive a written agreement from the Provost & Vice-President (Academic).

How do I represent myself?

Do not represent yourself as acting on behalf of the University, as the University will not assume any liability for any action brought against you as a result of your outside professional activities. The name of the University will not be used in any outside professional activities unless agreed, in writing, by the Provost & Vice President (Academic).

Only speak for yourself not the University, unless you have approval in writing.
COURSE EVALUATIONS

The University adopted the policies and procedures for the Course Evaluation questionnaire (CEQ) in June 2000. The CEQ’s are administered online through the MUN self-service portal. It is not a mandatory requirement that students complete them.

CEQ’s and Promotion and Tenure Files

If you wish to include your CEQ evaluations in your P&T file for consideration in your non-decision and decision year reviews, all CEQ’s must be included from the preceding three years of your appointment at the University (see Article 9.01).

If you do not wish to include your CEQs in your file for consideration you must provide alternative evaluation documents that demonstrate your “effectiveness and scholarly competence as a teacher” (Article 11.29). Recommendations for this documentation can be found in the CAUT Teaching Dossier located in Appendix B of the current Collective Agreement.

Instructor Provided Questions

The online CEQ form has an Instructor Provided Questions (IPQ) section which instructors may utilize if they wish to ask up to ten additional questions and have students answer these on the CEQ form. At the present time, any additional questions must be provided to the students by the instructor in advance of the administration period (e.g., through email, an in-class handout, etc.). Currently, the items in this question bank can be viewed here. More information on your role as an instructor in the CEQ process can be found on the University website here.

Withholding Consent for the Publication of CEQ’s

You will receive a form from the Centre for Institutional Analysis and Planning (CIAP) on which you can indicate your desire to withhold consent for publication of CEQ results for any or all of the courses you teach. Please realize that this form must be returned to the Centre for Institutional Analysis and Planning no later than one week after the last day of classes.
Vacation entitlement

An ASM is entitled to twenty-five (25) vacation days in each Academic Year and after ten (10) years of service as an ASM the entitlement increases to thirty (30) days in each academic year. If you have less than one (1) year of service, your vacation is calculated on a prorata basis.

- Vacation days do not include University Holidays. Please see Article 22 or the MUN website for the updated list of the University Holidays.

Carrying forward unused vacation days

In the event that you do not use all of your vacation entitlement you can carry forward a maximum of one year’s vacation entitlement to the following Academic Year. However, no more that two year’s entitlement of vacation days can be taken in one Academic Year. If you do plan on carrying forward your vacation days you must provide written notice to your Administrative Head by September 30th as outlined in Clause 22.03(c).

If you plan on taking your vacation between the end of one semester and the beginning of the next semester, these days will be debited against your vacation entitlement.

If you need help calculating your unused days or any other vacation leave advice please contact munfa@mun.ca.