

# NEGOTIATING NEWS #4

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January 11, 2018

Our MUNFA Negotiating Committee reported on our first meeting with the MUN administration in Negotiating News #3 ([http://munfa.ca/agreements\\_type/negotiating-news-3-5/](http://munfa.ca/agreements_type/negotiating-news-3-5/)) before the Christmas and New Year's holiday. In this communique, we'd like to provide a few specific details on the meeting.

The employer presented demands to MUNFA in thirteen (13) separate Articles. Many were "housekeeping" alterations, and often consisted of the deletion or addition of words or a sentence. There are, however, some proposed changes that are likely to impact ASMs significantly if they were to be implemented. A description of some of those more important demands follows. MUNFA Negotiating Committee comments are included in italics below the descriptions.

## **Article 3: Duties and Responsibilities of Faculty Members**

In **Clause 3.17**, the administration proposes to allow a Dean to alter course equivalencies unilaterally, without formal approval by a majority vote of ASMs, and to set equivalencies on only a Faculty- or School-wide basis, regardless of whether previous equivalencies were established by individual Departments.

- *While this appears to be directed primarily at the Faculty of Science, an Academic Unit that has previously established course equivalencies on a Departmental basis, the potential impact is not clear.*
- *ASMs in the Faculty of Science are encouraged to provide the MUNFA Negotiating Committee with their insights on probable effects.*

In **Clause 3.29**, MUN proposes to eliminate the option of banked time as compensation for extra teaching; the only option would be remuneration.

- *An equivalent change was proposed by the employer in **Clause 31.49: Stipends for Overload Teaching** that describes remuneration rates.*

## **Article 12: Procedures and Criteria for Promotion of Faculty Members**

Administration added a new clause **Clause 12.17#1m** mandating post-tenure and post-promotion reviews every five (5) years for all Faculty who hold the rank of Professor. If any review is judged to be "unsatisfactory", similar reviews will follow every two (2) years. If "deficiencies" are not corrected, the Faculty Member could be disciplined, which can include dismissal in accordance with Article 19.

- *Post tenure review for any ASM in Canada is rare and we are extremely skeptical of the need for this new language. MUNFA asserts retirement incentives using a carrot would prove more effective than those using a stick.*

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## Article 19: Disciplinary Measures and Non-Disciplinary Relief from Duties

A new **Clause 19.42#1m** demands the Tri-Agency Framework: Responsible Conduct of Research – either in its current version, or in any future revised form - override our Collective Agreement with regards to **Gross Misconduct in Academic Research**.

- *Our Collective Agreement is already in compliance with the Tri-Agency Framework, and while we are willing to negotiate changes to ensure continued compliance, MUNFA will never give “carte blanche” to the employer.*

## Art. 26: Miscellaneous Working Conditions

The university proposes deleting **Clause 26.24** which limits annual increases in parking fees to 5% per year, thereby removing any and all limits on the cost of parking at MUN.

- *Parking fees at Grenfell Campus went from \$2.60/year to as much as \$250/year last Spring. This would be a disturbing precedent to fee setting and is an issue currently under grievance. While parking remains relatively inexpensive here compared to other Canadian universities, the charge is nothing more than a tax on an ASM's income.*

And in **Clause 26.31**, MUN has proposed deleting the requirement that the University will use its best efforts to establish a childcare facility for Grenfell Campus.

- *This effectively eliminates the administration's commitment to childcare at Grenfell, a fundamental issue won by MUNFA in the last round of collective bargaining.*

## Article 31: Salaries and Benefits

In addition to the proposed change in **Clause 31.49**, eliminating future teaching remission as an option for extra teaching compensation, as noted above, changes to **Clause 31.68** limit an ASM's entitlement to enroll in or audit for-credit courses based upon management criteria such as “regulations” and “sufficient space”. It also limits the current entitlement by restricting access to courses that are within “programs” in which an ASM teaches or supervises students.

- *Continuing the administration's fetishization of alleged Conflict of Interest (COI), let's prevent all such opportunities.*

In addition to these initial demands presented on Dec. 12<sup>th</sup>, we expect the university to make proposals with respect to **Article 22: Maternity and Parental Leave** at a later date.

- *Current language that makes birth mothers ineligible for Parental Leave is discriminatory based upon a recent Supreme Court of Canada decision.*

We will keep you advised as to MUN's response to the five Articles (11, 12, 23 & 23a, 24 and 27) we presented on December 12, 2017. We believe that the provisions in these five Articles represent the most important advances for our members in terms of both workplace equity for all, and job security for our

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most precarious colleagues. We wish to focus attention in these areas and have asked the MUN negotiating team to consider these Articles before we table the proposals for other Articles. We will continue to update you on our progress during these negotiations, including future demands with respect to **Article 31: Salaries and Benefits**.

We continue to value and encourage your feedback ([munfa@mun.ca](mailto:munfa@mun.ca)).

## **MUNFA's Negotiating Committee:**

- Jon Church (Chief Negotiator), Medicine
- Alison Coffin, MUNFA Executive Officer (non-voting)
- Dan Duda, Library
- George Jenner, Earth Sciences
- Kurt Korneski, History
- Leroy Murphy, Business
- Dave Peddle, Grenfell Campus
- Nathalie Pender, Grenfell Campus
- Nicole Power, Sociology
- Richard Rivkin, Ocean Science