MUN Faculty Association
Room ER4047
Alexander Murray Building
St. John's, NL A1B 3X5
Tel: (709)864-8642
e-mail:munfa@mun.ca

TO: **All MUNFA Members**

FROM: **MUNFA Negotiating Committee**

DATE: **January 24, 2023**

SUBJECT: **Copy of Finalized Strike Protocol**

Strike Protocol

The parties agree as follows:

1. As per clause 27.14 (b) Academic Staff Members (ASMs) will not have access to their offices and research facilities except in cases where access to their research project is required in accordance with the Appendix I of Collective agreement which outlines:

   During strikes or lockouts involving the University, the University will allow controlled access by Academic Staff Members to those of their research projects which would be irreparably harmed should such access be denied. The University will consult with the Association regarding criteria and conditions for designating individuals to be permitted access, and will notify the Association of the approved persons and conditions.

2. Access for parents/guardians/caregivers of children entering and leaving the Memorial University Childcare Centre will be maintained**.**

3. The employer will work with MUNFA to establish convenient portable toilet locations on Memorial property near picket lines.

4. The payment of salaries, including allowances and premiums, will be discontinued for all striking employees effective the day the strike commences. Effective the date of the strike, all employees will be deemed to be on strike with the following exceptions:

   a) Employees on Long Term Disability, Maternity/Parental Leave, or Supplemented Maternity/Parental leave will remain on such leave until its conclusion; and

   b) In exceptional circumstances, employees may submit a request to the Office of Faculty Relations outlining why their leave status should not be changed to reflect being on strike. MUNFA will be notified of the approved persons.

5. The employer agrees to collect dues, as would normally be applicable to the persons noted above in article four (4) and remit them to MUNFA. The parties acknowledge this shall be done retroactively.

6. The employer agrees to process all approved claims for reimbursement and advances that were submitted in advance of any strike/lockout.

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7. The University agrees to continue the group insurance participation of ASMs who are on strike without disruption in coverage, on the following basis:
   1) To maintain the non-taxable status of the Long Term Disability plan, applicable premiums shall be deducted from the ASM's pay in a single lump sum following their return to work;
   2) With respect to other group insurance benefits:
      i) In the event that the period of strike or lock-out coincides with the beginning and end of a pay cycle, both the ASM's and the University's share of group insurance premiums shall be paid by MUNFA;
      ii) In the event that the period of strike or lock-out begins or ends part way through a pay cycle, then for that pay cycle, ASMs shall pay their usual share of group insurance premiums normally deducted from pay. MUNFA shall pay the pro-rata employer's share of group insurance premiums attributable to the period of strike or lockout in addition to any employee basic life premium necessary to top up to the otherwise annual rate of pay for the period. (Life insurance premiums are salary dependent so if a person gets just partial pay for the period, then additional basic life premiums are needed to top up to 100%)
   3) Premiums payable by MUNFA shall be remitted to the University within 30 days notice of amounts owing;
   4) The benefits and retirement plans continued in the event of a strike shall be as set out in the following Schedule:
      i) Basic Life Insurance
      ii) Optional Employee Life Insurance
      iii) Dependent Life Insurance
      iv) Optional Spousal and Dependent Child Life Insurance
      v) Long Term Disability Insurance
      vi) Basic, Optional and Voluntary AD&D Insurance
      vii) Supplementary Heath and Dental Insurance
      viii) Travel Health Insurance
      ix) Employee Assistance Plan

8. The Parties agree to discuss payment of pension premiums and RRSP contributions in a back-to-work protocol.

9. The employer agrees to continue access to email accounts provided by MUN under the same terms and conditions as before the strike/lockout.

10. The employer agrees to extend deadlines for internal grant applications occurring during the period of a strike/lockout to a publicized date beyond the end of any strike/lockout action. The employer agrees to extend the deadline for internal review of external grant applications. The employer also agrees to work with faculty seeking extensions to deadlines for external grant applications from granting agencies should the deadline fall within a period of strike/lockout.

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11. The parties agree that this Agreement shall remain in existences for the period of any strike arising from the negotiation of the renewal of the current faculty collective agreement, subject to either party providing five (5) days' notice in writing of its termination.

12. The employer agrees that if the winter term is extended, term appointment contracts will be extended to the end of the term. All other term appointment contracts will be considered on a case by case basis after the conclusion of the strike.

13. The employer agrees to continue to administer the payment of MUNFA staff salaries and benefits for the duration of any strike/lockout.