

# NEGOTIATING NEWS #16

---

September 14, 2007

## NEW COLLECTIVE AGREEMENT

Please find enclosed contract language on the six Articles agreed upon by both MUNFA and the MUN administration in collective bargaining that ended with an announced tentative agreement on September 5, 2007. Following ratification, these articles will be combined with the other 25 articles that were not altered in this round of negotiations to form the new MUNFA - MUN Collective Agreement to September 1, 2009.

A description of significant changes to the Collective Agreement that ratification of these six Articles represent follows. ASMs are encouraged to make note of contract language changes that may impact their terms and conditions of employment.

**Article 11 (Tenure-track Appointment and Tenure for Faculty Members) and  
Article 12 (Procedures and Criteria for Promotion of Faculty Members):**

Most of the new provisions of these two Articles will not come into force until September 1, 2008 (Clauses 11.07#1u & 12.00#1u), but when they do, 3 to 5 letters of assessment from scholars external to MUN will be required for tenure and for all promotions of Faculty Members. At least two such letters must come from ranked academics at recognized universities (see Clauses 11.08#1x - 11.08#6x, Clauses 11.09#1u - 11.09#2u, Clauses 12.10-12.11). Successful review for tenure at the rank of Assistant Professor will result in an automatic promotion to Associate Professor [Clause 11.09 (a)].

The new provisions will provide for tenure review in only the 6th year of a tenure-track position (Clause 11.07), but a candidate can apply for early tenure in his or her 5th year. Early success in a review for tenure in the 5th year is with the proviso that the expectation of achievement shall be higher than that expected in the 6th year, but includes automatic promotion to Associate Professor (Clause 11.12 - 11.13). Application for early promotion to Associate Professor [Clause 12.19 (b)] or Full Professor [Clause 12.20 (d)] can be made at any time, and the application will be judged on its merits. Early applications for tenure, or for promotion to Associate or Full Professor, can only be attempted once during a Faculty Member's career.

**Article 23 (Term, Subsidized, Adjunct, Joint and Cross, Special Visiting and Spousal Appointments):**

The maximum teaching assignment for a teaching term appointee has been reduced to 3 lecture courses or the equivalent per semester (Clause 23.05). When a teaching term appointee is teaching more than one section of the same course, that maximum assignment can be 4 courses (Clause 23.05#1x), but in that case, he or she is entitled to receive pay in lieu of vacation leave (Clause 23.05#1u).

Search Committees will consider previous regular or teaching term appointees for rehiring before other applicants in searches for regular or teaching term positions (Clause 23.12#1u).

.../2

# NEGOTIATING NEWS #16

---

Improvements have been made in the language governing the conversion of a regular term appointment to a tenure-track appointment (Clause 23.17), and to the language for Spousal Appointments (Clause 23.32 - 23.33). In particular, the improvements relate to assurances from the VP (Academic) concerning the impact of these appointments on positions in the Academic Unit that have been already approved.

## **Article 26 (Miscellaneous Working Conditions)**

Travel is no longer part of this Article, as the parties have agreed to combine travel with PDER (see below Article 31).

We have successfully negotiated a personal safety clause (Clause 26.11#1u).

Increases (if any) in parking fees are limited to no more than 5 % over those in place April 1, 2006 (Clause 26.23).

Improvements and clarification on language pertaining to accommodating students with disabilities (Clause 26.25#1x - 26.25#1u).

The parties have agreed to a letter (to be an Appendix in the new Collective Agreement) that clarifies the relationship between professional accrediting organizations and the duties and responsibilities of ASMs.

## **Article 30 (Cooperative Education Coordinators):**

Significant improvements with respect to duties and responsibilities of CECs (Clause 30.01#1x)

New language bridges the new Academic Unit, the Division of Cooperative Education, and the more traditional assignment of CECs to an Academic Unit (Clauses 30.02-30.02#1u). Moreover, the Division of Cooperative Education will be governed by the "Policies and Procedures Governing the Appointment, Review, Promotion and Tenure of Academic Administrators".

When a CEC position is to be filled, a Search Committee consisting of at least 3 ASMs will be established, with 2 of the Search Committee members being CECs elected by CECs (Clause 30.04).

CECs are no longer required to own a car as a condition of employment. And it has been agreed that when CECs are required to travel as part of their assigned responsibilities, they will be reimbursed for such travel according to established MUN policies (Clause 30.14#1x).

Two new CEC positions - one in the Faculty of Science, the other in the School of Social Work - have been brought into the MUNFA bargaining unit via a separately agreed upon MOU that will form an Appendix in the new Collective Agreement.

Improved language on Employment Equity (Clause 30.15), Intellectual Property (Clause 30.17) and Layoff (Clause 30.17 - Clause 30.21) for CECs.

.../3

# NEGOTIATING NEWS #16

---

## Article 31 (Salaries and Benefits):

Depending upon whether an ASM is a Faculty Member, a Librarian, a Cooperative Education Coordinator, or a Lecturer, and whether an ASM is currently in receipt of discretionary market differential salary steps, all will impact negotiated salary increases to September 1, 2009.

**For Faculty Members** - On September 1, 2007, Faculty Members will receive a 3 % across the board increase and two (2) additional salary steps. Steps will raise both floors and caps for all ranks, and be applied against market differentials. In other words, up to two (2) steps of market differential will be converted to basic annual salary. On September 1, 2008, another 3% across the board increase and two (2) additional salary steps will be awarded. Steps again applied to both floors and caps of all ranks, and up to two (2) steps of market differential converted to basic annual salary. On August 31, 2009, one (1) additional salary step will be awarded. It will again raise the floors and caps for all ranks, and convert one more market differential step to basic annual salary (Clauses 31.15-31.25). This new agreement will see an Assistant Professor with no market differential receive a 20 % increase in his or her salary by September 1, 2009. See the attached new Appendix D.2 for Faculty Members for salary progressions for 3 ranks of Faculty Members. No faculty member at any rank will receive less than the equivalent of 4 new and additional steps of salary in the same period. By the end of the contract, and based upon Statistics Canada median salaries, Faculty Members will have salaries that will be on par with other similar comprehensive Canadian universities. In addition, by September 1, 2009, the floors of all ranks will have increased by the equivalent of seven (7) steps, a significant disincentive to future market differential use.

**For Librarians** - On September 1, 2007, Librarians will receive a 3% across the board increase in salary. On September 1, 2008, another 3 % across the board increase, and one (1) additional salary step will be awarded. The step will raise both floors and caps for all Librarian ranks, and be applied against market differentials. In other words, one (1) step of market differential will be converted to basic annual salary. On August 31, 2009, one (1) additional salary step will be awarded. It will again raise the floors and caps for all ranks, and convert one more market differential step to basic annual salary (Clauses 31.27-31.36). By the end of the contract, September 1, 2009, Librarian salaries at MUN will be at par with salaries paid in other Canadian university libraries. In addition, by September 1, 2009, the floors of all ranks will have increased by the equivalent of four (4) steps. In addition, beginning September 1, 2007 promotion to Librarian IV will result in a salary increase of three (3) steps, equivalent to that awarded for Full Professor [Clauses 31.49(b)(ii)].

**For Cooperative Education Coordinators** - On September 1, 2007, CECs will receive a 3% across the board increase in salary. On September 1, 2008, another 3 % across the board increase, and one (1) additional salary step will be awarded. The step will raise both floors and caps for CECs, and be applied against market differentials. In other words, one (1) step of market differential will be converted to basic annual salary (Clauses 31.38-31.46).

**For Lecturers** - On September 1, 2007, Lecturers will receive a 3% across the board increase in salary. On September 1, 2008, another 3 % across the board increase, and one (1) additional salary step will be awarded. The step will raise both floors and caps for Lecturers, and be applied against market differentials. In other words, one (1) step of market differential will be converted to basic annual salary (Clauses 31.15-31.25).

# NEGOTIATING NEWS #16

---

.../4

**For all tenure-track, tenured, permanent and regular term ASMs**, Travel and Professional Development Expense Reimbursement has now been combined. Now called, Professional Development and Travel Expense Reimbursement (PDTER), each ASM (including regular term appointees) will be entitled to \$1600.00 each fiscal year beginning April 1, 2008 (and pro-rated for ASMs who start after April 1st). Monies can be used for either travel or PDTER purchases, and up to two (2) years' allocation can be carried forward, making for a possible total entitlement of up to \$4800.00 (Clauses 31.61-31.70).

The stipend paid for extra teaching (Clause 31.50) will be increased from \$3800 by 3% September 1, 2007, and by another 3% on September 1, 2008. This amount is also one of the relevant amounts ASMs with teaching term appointments must consider according to Clause 23.15 (Clauses 31.53-31.56).

## **MUNFA Negotiating Committee:**

- Jon Church (Medicine) Chief Negotiator
- George Jenner (Earth Sciences)
- Dorothy Milne (Q.E. II Library)
- Lili Wang (Pharmacy)
- Paul Wilson (SWGCG)
- Marian Atkinson (MUNFA Executive Officer, non-voting member)

All issues of Negotiating News are accessible at <http://www.mun.ca/munfa/negnew06.htm>

**NEGOTIATING NEWS #16**

**Appendix D.2 (Faculty Members except Lecturers)**

Step	1583	1583	1583	1630	1679	1679	
	<b>31-Aug-05</b>	<b>1-Sep-05</b>	<b>1-Sep-06</b>	<b>1-Sep-07</b>	<b>1-Sep-08</b>	<b>31-Aug-09</b>	
0	40,563	40,563	40,563	45,040	49,749	51,428	
1	42,146	42,146	42,146	46,670	51,428	53,107	
2	43,729	43,729	43,729	48,300	53,107	54,786	
3	45,312	45,312	45,312	49,930	54,786	56,465	
4	46,895	46,895	46,895	51,560	56,465	58,144	
5	48,478	48,478	48,478	53,190	58,144	59,823	
6	50,061	50,061	50,061	54,820	59,823	61,502	
7	51,644	51,644	51,644	56,450	61,502	63,181	
8	<b>53,227</b>	<b>53,227</b>	<b>53,227</b>	<b>58,080</b>	<b>63,181</b>	<b>64,860</b>	<b>Assistant Floor</b>
9	54,810	54,810	54,810	59,710	64,860	66,539	
10	56,393	56,393	56,393	61,340	66,539	68,218	
11	57,976	57,976	57,976	62,970	68,218	69,897	
12	59,559	59,559	59,559	64,600	69,897	71,576	
13	61,142	61,142	61,142	66,230	71,576	73,255	
14	<b>62,725</b>	<b>62,725</b>	<b>62,725</b>	<b>67,860</b>	<b>73,255</b>	<b>74,934</b>	<b>Associate Floor</b>
15	64,308	64,308	64,308	69,490	74,934	76,613	
16	65,891	65,891	65,891	71,120	76,613	78,292	
17	67,474	67,474	67,474	72,750	78,292	79,971	<b>Assistant Cap</b>
18	69,057	69,057	69,057	74,380	79,971	81,650	
19	70,640	70,640	70,640	76,010	81,650	83,329	
20	72,223	72,223	72,223	77,640	83,329	85,008	
21	73,806	73,806	73,806	79,270	85,008	86,687	
22	<b>75,389</b>	<b>75,389</b>	<b>75,389</b>	<b>80,900</b>	<b>86,687</b>	<b>88,366</b>	<b>Professor Floor</b>
23	76,972	76,972	76,972	82,530	88,366	90,045	
24	78,555	78,555	78,555	84,160	90,045	91,724	
25	80,138	80,138	80,138	85,790	91,724	93,403	
26	81,721	81,721	81,721	87,420	93,403	95,082	
27	83,304	83,304	83,304	89,050	95,082	96,761	
28	84,887	84,887	84,887	90,680	96,761	98,440	
29	86,470	86,470	86,470	92,310	98,440	100,119	
30	88,053	88,053	88,053	93,940	100,119	101,798	
31	89,636	89,636	89,636	95,570	101,798	103,477	
32	91,219	91,219	91,219	97,200	103,477	105,156	
33	92,802	92,802	92,802	98,830	105,156	106,835	
34	94,385	94,385	94,385	100,460	106,835	108,514	
35	95,968	95,968	95,968	102,090	108,514	110,193	
36	97,551	97,551	97,551	103,720	110,193	111,872	<b>Associate Cap</b>
37	99,134	99,134	99,134	105,350	111,872	113,551	
38	100,717	100,717	100,717	106,980	113,551	115,230	
39	102,300	102,300	102,300	108,610	115,230	116,909	
40	103,883	103,883	103,883	110,240	116,909	118,588	
41	105,466	105,466	105,466	111,870	118,588	120,267	
42	107,049	107,049	107,049	113,500	120,267	121,946	
43	108,632	108,632	108,632	115,130	121,946	123,625	
44	110,215	110,215	110,215	116,760	123,625	125,304	
45	111,798	111,798	111,798	118,390	125,304	126,983	
46	113,381	113,381	113,381	120,020	126,983	128,662	
47	114,964	114,964	114,964	121,650	128,662	130,341	
48	116,547	116,547	116,547	123,280	130,341	132,020	
49	118,130	118,130	118,130	124,910	132,020	133,699	
50	119,713	119,713	119,713	126,540	133,699	135,378	
51	121,296	121,296	121,296	128,170	135,378	137,057	<b>Professor Cap</b>