

TO: All MUNFA Bargaining Unit Members
FROM: The MUNFA Executive Committee
DATE: January 12, 2010
RE: New MUN/MUNFA Collective Agreement (2009 -2013)

Please find enclosed contract language on the thirteen Articles agreed upon by both MUNFA and the MUN administration in collective bargaining that ended with an announced tentative agreement on December 18, 2009. The MUNFA Executive endorsed the tentative agreement on January 11, 2010 and encourages MUNFA members to vote in favor. Following a MUNFA Information Meeting and a successful ratification vote (see below), these Articles will be combined with the other 19 Articles that were not negotiated in this round to form the new MUNFA/MUN Collective Agreement to August 31, 2013.

INFORMATION MEETING

An information meeting to discuss the tentative version of the new MUNFA/MUN Collective Agreement has been scheduled. Copies of all signed Articles and various appendices have been sent to all bargaining unit members.

INFORMATION MEETING

DATE: WEDNESDAY, JANUARY 27, 2010

TIME: 7:30 PM

PLACE: INCO AUDITORIUM, IIC 2001

**THE SWGC MEETING WILL BE HELD IN
ROOM AS383**

ASMs at Sir Wilfred Grenfell College (SWGC) will be participating in the meeting through videoconferencing arrangements. **The SWGC meeting will be held in Room AS383.**

The meeting is open only to MUNFA Bargaining Unit Members, and all Bargaining Unit Members are encouraged to attend. No vote will take place at this meeting.

The MUNFA Nominating and Balloting Committee will hold a formal ballot box ratification vote as soon as possible following the information meeting. The Nominating and Balloting Committee will be circulating further information prior to the vote.

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

ARTICLE 1 (Framework and Implementation)	Please note in “Definitions”, Clause 1.03 (e) and (ee) that govern changes to collegial governance in the Faculty of Medicine related to alterations in P & T procedures (see Article 8), as well as an addition to Clause 1.03 (k) capturing changes in Article 30. The only additional change in this Article is in Clause 1.39 given the new Collective Agreement.
ARTICLE 3 (Duties and Responsibilities of Faculty Members)	The most significant alterations were as a result of the formal incorporation of two Memoranda of Understanding (MOUs) that had been previously agreed upon with the administration. The first is Clause 3.22#1u and allows Faculty Members hired under Clause 11.04 to choose when to take advantage of a one course teaching remission. The second is in Clause 3.24 (g) which governs transparency in awarding teaching remissions for scholarship in each Academic Unit. In addition, Faculty Members will note modest improvements in the mechanism of teaching assignments on the St. John’s Campus as outlined in Clause 3.11.
ARTICLE 7 (Appointment of Faculty Members)	Agreed changes in Clause 7.15 (a) now allow for only electronic advertisements for appointments of 1 year or more at Memorial University.
ARTICLE 8 (Procedures for the Formation of Promotion and Tenure Committees for Faculty Members)	The inclusion of a previously agreed upon MOU that governs a process for the constitution of P & T Committees in Academic Units that cannot otherwise, where for instance ASM numbers are too small, conflicts of interest exist, etc., represents the new Clause 8.03#1u. Clause 8.08x outlines a clarification to the P & T process in the Faculty of Medicine.
ARTICLE 10 (Procedures for Promotion and Tenure Committees for Faculty Members)	ASMs may recall that since the last Collective Agreement was signed, MUN has routinely requested a MOU be signed each year altering the date at which P & T Committees must report to the candidate from November 1 to December 1. The parties have now formally agreed to the December 1 date in Clause 10.08

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ARTICLE 14 (Procedures for the Formation of Promotion and Tenure Committees for Librarians)	MUNFA and MUN agreed previously to an MOU that prevented non-tenured Librarians from serving on P & T Committees in the Library. This principle has now been formally incorporated into Clause 14.02 (c).
ARTICLE 19 (Disciplinary Measures and Non-Disciplinary Relief from Duties)	In Clause 19.04 (b), the administration now has up to 20 days to notify an ASM as to whether an investigation is required that may or may not lead to discipline. In addition, the inclusion of MOU language previously obtained through settlement of grievances has clarified “Non-Disciplinary Relief from Duties” in Clauses 19.22 – 19.24.
Article 20 (Complaints, Grievances and Arbitration)	Both MUNFA and MUN provided each other with a list of new arbitrators, and through a process of mutual agreement, the parties replaced two names on the rota of arbitrators in Clause 20.10.
ARTICLE 23 (Term, Subsidized, Adjunct, Joint and Cross, Special Visiting and Spousal Appointments)	The MUN administration has agreed to limit future teaching term appointments to a maximum of 12 months duration (Clause 23.05). It was agreed that a MOU exempting one current 3-year teaching term appointee from Clause 23.05 will be signed, and a copy of the signed MOU will be provided to the ASM. Clearer and more explicit language governing “Joint and Cross Appointments” in Clauses 23.28 – 23.34 was negotiated. In addition, language governing “Spousal Appointments” has been made applicable to ASMs appointed under Clause 11.04 in Clause 23.36.
ARTICLE 26 (Miscellaneous Working Conditions)	MUNFA has successfully improved the language governing “Health, Safety and Security”, including references to potable water and ergonomic assessments (Clause 26.01), occupational health and safety procedures in relation to asbestos (now in Clause 26.01#1u, previously a MOU settling a grievance), and support for the Joint Occupational Health and Safety Committee (Clause 26.04#1u). In addition, MUNFA has obtained a commitment from the MUN administration to set up a Joint committee to study the provision of childcare at Grenfell College in Corner Brook (Clause 26.26#1u), and a Letter of Intent (which will be included as an Appendix in the new Collective Agreement) to study the feasibility of improving childcare on the St. John’s campus.

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ARTICLE 30 (Coordinators)	<p>At the end of last summer, MUNFA and the MUN administration signed a MOU that significantly altered Article 30 (Cooperative Education Coordinators) in the last Collective Agreement. The new Article 30 now includes “Field Education Coordinators” as well as “Cooperative Education Coordinators”. In this round of negotiations, the administration attempted to increase the CEC:student ratio contained in Clause 30.14 from 1:42 to 1:48. The ratio remains at 1:42 in this new Collective Agreement for all Coordinators.</p>
ARTICLE 31 (Salaries and Benefits)	<p>During the term of the new Collective Agreement, ASMs will receive salary increases consistent with the current “provincial template”, i.e., 8 % across-the-board, retroactive to Sept. 1, 2009, followed by 4 % across-the-board increases each Sept. 1st of 2010, 2011, and 2012. This represents an approximate 22 % increase in average salary over the course of the contract, and is exclusive of April 1 step increments which remain as in past Collective Agreements. The same template (8, 4, 4, 4 %) has also been applied to remuneration for teaching extra courses as outlined in Clause 31.49. The per-course rate will increase to \$4896 by Sept. 1, 2012. Another change to “Salaries and Benefits” includes a 20 % increase in “Stipends for Administrative Duties” contained in Clause 31.56. In addition, there are modest improvements in the “Professional Development and Travel Expense Reimbursement (PDTER) Fund” including now having the opportunity to make 2 non-travel related PDTER requests each fiscal year (Clause 31.62), explicit language governing PDTER entitlement for regular term appointees (Clause 31.64#1u), and a new “Professional Development and Travel Fund – [for] Teaching Term Appointments (12 months or longer)” (Clause 31.66x).</p> <p style="text-align: right;"><i>Continued</i></p>

**ARTICLE 32
(Distance Education)**

Lastly, this tentatively agreed Collective Agreement contains a new Article governing distance education. While there will remain a distance education contract that each ASM must negotiate with the administration, we have obtained significant protections for ASMs choosing to become involved in learning at a distance. These include a minimum developmental remuneration rate (Clause 32.05#1u), the awarding of copyright to the content created by each ASM (Clause 32.06u), and the first opportunity to teach a course that an ASM develops (Clause 32.07u). While each ASM will retain copyright, and the right to use his or her materials for teaching or research, the University will have a royalty-free license to use the course materials for up to 5 years, and the right to use all or part of the course materials in a “digital objects repository” (Clause 32.06#1u). Remuneration for teaching distance education as extra to assigned teaching is no longer \$106 per student, but is now set at the rate for extra teaching for any course as is described in Clause 31.49 (see also Clause 32.07#1u). Given that individual ASMs will continue to be required to negotiate and sign a distance education contract, and that the provisions of this new Article are limited, it is important to remember that all aspects of distance education are subject to the intellectual property language in Article 27 (Patents and Copyrights). We also strongly recommend that ASMs seek advice from MUNFA before embarking upon distance education negotiations.