

Negotiating News #11

Administration won't make a fair deal without a push

Dec. 2, 2022

After meeting for conciliation on Nov. 30 and Dec. 1, it has become clear that the administration is unwilling to reach a fair deal with MUNFA members unless and until you demonstrate your determination to be treated fairly. This must be done by returning a strong strike mandate to your Negotiating Committee.

In other words, despite your bargaining team's efforts, the administration and your bargaining team have reached an impasse.

Preparations underway

In preparation for potential job action, MUNFA applied to the CAUT Defence Fund for their daily strike benefit (i.e., strike pay for MUNFA members), as well as strike support actions (flying pickets) and loans, should they be necessary. The Defence Fund approved all of these requests at their Nov. 30 meeting. This means that **should MUNFA need these resources**, they are already approved and can be made available immediately. **Should MUNFA members go on strike or be locked out, members who fulfill their strike duties will be paid \$150/day, seven days per week; strike pay is not taxable.** (More detailed information about strike pay and duties, as well as answers to other strike-related questions, will be answered in an FAQ that will be posted on the MUNFA website in the coming days.)

On Dec. 1, seeing that negotiations had reached an impasse, your Negotiating Committee submitted a draft strike protocol to the administration's bargaining team. The draft that MUNFA sent to the administration's bargaining team is included below this message. This protocol would ensure that members do not face uncertainty regarding leaves, accessing campus for "essential duties" or childcare, and benefits. It is now up to the administration to respond to this protocol. It is our position that having agreement on these issues will benefit both parties by providing clarity to MUNFA members, students, and other MUNL employees.

What happens next?

The conciliator will file a "no board" report to the Minister of Labour. The 15 calendar days after that report is received are a "cooling off period" in which no steps toward job action can be taken. After that 15-day period, the administration and MUNFA will be in a legal strike/lockout position.

Your Executive Committee is meeting on Tuesday, Dec. 6 to discuss the timing of a strike vote, along with other preparations for possible job action. **Before a strike vote is held, there will be a Special General Membership meeting.**

Further details on this SGM and a strike vote will be announced soon.

After receiving a strike mandate, the Executive Committee would be empowered to call a strike. **It remains MUNFA's goal to reach a deal at the negotiating table if this is at all possible, and your bargaining team is willing to return to the table at any time the administration is ready to negotiate a fair deal.** Indeed, many employers have been encouraged to return to the table after the union receives a strong strike vote.

What do you need to do now?

The most important thing that every MUNFA member can do, starting today, is talk to your colleagues about the importance of voting “yes” in the strike vote. It is crucial to vote “yes” because a strong strike mandate **gives the Negotiating Committee more strength** at the table. In essence, a “yes” strike vote is a vote of confidence in your bargaining team. The higher the turnout *and* the higher the “yes” vote, the stronger the message is to the administration: MUNFA members deserve a fair deal, and they are ready to fight for one.

In solidarity,

MUNFA's Negotiating Committee:

- Jon Church, Medicine (Co-Lead Negotiator)
- Nicole Power, Sociology (Co-Lead Negotiator)
- Dan Duda, QE II Library
- John Hoben, Education
- Nathalie Pender, Grenfell Campus
- Janna Rosales, Engineering & Applied Science
- Ken Snelgrove, Engineering & Applied Science
- Travis Perry, MUNFA Labour Relations Officer (non-voting member)
- Dale Humphries, MUNFA Labour Relations Coordinator (non-voting member)

MUNFA – MUN Strike/Lockout Protocol Agreement

In consideration of the undertakings contained below, the parties agree:

1. MUNFA may place pickets at any lawful location on MUN campuses, including the St. John's main campus, Ocean Sciences Centre, Grenfell Campus, Signal Hill Campus, Marine Institute, Botanical Gardens, Bonne Bay Research Station and the Labrador Institute.
2. Picketers will not stop any car for more than 10 seconds and will agree, in the case of multiple cars in a lineup, to process at least three (3) cars within the 10 seconds.
3. In any case, the picketers will not impede for any period the following:
 - a. emergency services vehicles; or
 - b. accessible transit vehicles; or
 - c. St. John's city buses.
4. MUNFA will provide up to 10 picket passes per day for MUNFA members with "essential duties" such as attending to animal care, specimens, sensitive equipment, mental health support and/or have obligations pursuant to health and safety requirements.
5. MUNFA will provide picket passes for MUNFA members whose children are enrolled in the Memorial University Childcare Centre to allow for the dropoff and pickup of children.
6. The employer will work with MUNFA to establish convenient portable toilet locations on Memorial property near picket sites.
7. The employer will continue to pay salary and provide benefits for the following MUNFA faculty members, notwithstanding the occurrence of a strike/lockout:
 - a. persons on all forms of approved leave;
 - b. persons on pre-approved paid leave of absence (including compassionate leave), court leave, education leave, and exchange leave; and
 - c. persons on sabbatical leave and modified alternative workload who are unable to participate in the strike/lockout and who have applied to and been pre-approved by the Association and the employer as an exception.
8. The employer agrees to collect dues, as would normally be applicable to the persons noted above in article six (6) and to any other faculty member receiving a salary during a period of strike/lockout, and remit them to MUNFA. The parties acknowledge this may have to be done retroactively.
9. The employer agrees to process all approved claims for reimbursement and advances that were claimed in advance of any strike/lockout.

10. The employer agrees to pay the employer and employee share of premiums for the following benefits:
 - a. basic life insurance;
 - b. dependent life insurance;
 - c. optional life insurance;
 - d. long-term disability;
 - e. health and dental benefits;
 - f. travel insurance; and
 - g. pension
11. The parties agree that any timelines under the faculty Collective Agreement with respect to the articles regarding Promotion and Tenure, Grievance and Arbitration, and Discipline shall be suspended during the period of a strike/lockout.
12. The parties agree to retain dates for hearings currently scheduled for arbitration which occur during the period of a strike/lockout.
13. The employer agrees to continue access to email accounts provided by MUN under the same terms and conditions as before the strike/lockout.
14. 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 seek extensions to deadlines for external grant applications from granting agencies should the deadline fall within a period of strike/lockout.
15. The parties agree that this Agreement shall remain in existence for the period of any strike/lockout arising from the negotiation of the renewal of the current faculty collective agreement.
16. The employer agrees to continue processing salaries of graduate students, post-doctoral fellows and staff funded from external grants.
17. The employer agrees that the accrual of vacation, sabbatical, pension and other leaves will continue uninterrupted in the event of a strike/lockout.
18. The employer agrees that for members in the probationary phase of employment, the probation period will be extended by the length of the strike or lockout.
19. The employer agrees there will be extensions to term appointment contracts and for any other MUNFA member who is working at Memorial University on a contractual basis by the length of the strike/lockout.

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

Agreed to this _____ day of _____ 20XX at St. John's, Newfoundland

(President of MUNFA)

(Employer's representative)