

MUNFA/MUN Back-to-Work Protocol February 2023

Whereas the negotiating committees of the University and MUNFA have reached a tentative agreement to end their current labour dispute;

And Whereas the Parties believe it is useful and necessary that this protocol agreement (“the Agreement”) be entered into to facilitate the return to work of the members in the bargaining unit (“ASMs”) and for an orderly and effective resumption of normal operations at Memorial University of Newfoundland.

Therefore, the Parties agree that;

1. ASMs shall be placed on payroll as of February 13, 2023. ASMs shall return to the classroom on February 15, 2023. The Parties recognize that it may be necessary to show flexibility to ASMs and students unable to return to the classroom by this date. Courses shall continue with the original mode of delivery as set out at the commencement of the winter term.
2. Neither the University nor its officers, members, directors, employees, or representatives will pursue any legal action or proceedings for any action or statement made by MUNFA, its officers, members or employees up to the time of signing the Agreement.
3. Neither MUNFA, nor its officers, members, or employees will pursue any legal action or proceedings for any action or statement made during the strike by any member of the University, any member of the University administration or any other employee or representative of the University up to the time of signing the Agreement.
4. There shall be no disciplinary measures taken against ASMs who were on strike for their actions during the strike.
5. ASMs shall follow University Calendar Regulations regarding the alteration of class schedules, exams, or tests, etc. Administrative Heads shall be encouraged to be flexible with proposed changes.
6. The academic term shall not be extended. The end date of classes will be Monday April 10 for courses that were paused. Wednesday April 12 will be the second study day for students; this was normally the start of exams. April 13 will be the revised start date for exams and there will be an additional day for exams held on April 15. Therefore the last day of semester is April 21.
7. An ASM who is assigned extra teaching, including for the purposes of meeting accreditation or experiential learning requirements, shall be remunerated as per the collective agreement.
8. Sick leave in progress at the commencement of the strike shall be counted as eligibility towards Long Term Disability.

9. ASMs on sabbatical leave and on strike January 30, 2023 – February 12, 2023 shall be given the option of receiving the salary they would have been entitled to had no strike taken place, or one semester of service towards their next sabbatical.
10. All leaves which had been approved prior to the strike shall be honoured by the University and shall begin on the previously agreed commencement date or February 13, 2023 whichever is later.
11. All applications for leave which had been submitted prior to the commencement of the strike shall be processed according to normal procedures set out in the applicable Collective Agreement.
12. Travel funds and expenses approved before or incurred during the strike by ASMs which would have qualified for reimbursement but for the strike shall be reimbursed to members. ASMs are entitled to all PDTER and PDTF accruals in existence as of the commencement of the strike.
13. ASMs shall be reimbursed for any university travel expenses approved before or incurred during the strike for which they would have been reimbursed but for the strike.
14. ASMs shall be reimbursed for any grant, research, or travel expenses approved before or incurred during the strike, for which they would have been reimbursed but for the strike.
15. Probationary periods shall, at the election of the ASM, be extended by one calendar month.
16. All other deadlines such as promotions and tenure applications, which have been directly affected by the work stoppage, shall be extended by one (1) calendar month.
17. All grievances in existence as of January 29, 2023, shall be continued, with the applicable deadline dates extended by one (1) calendar month.
18. The period of the strike shall be considered continuous full time service at the University for all purposes (excluding salary); for example, in the calculation of vacation, sabbatical, educational leave, maternity leave, adoption leave.
19. For the Memorial University Pension Plan, the University agrees to authorize past service purchases so that ASMs will be eligible to purchase the strike period by paying the employee share of pension premiums matched by the University paying the employer share of pension premiums.

For ASMs who are participants in the Memorial University Pension Plan, the University agrees to continue pension plan participation for the ASM who was on strike without loss of pensionable service accrual. For ASMs participating in the Sun Life group RRSP, the University agrees that contributions may be continued for the period of the strike. Pension participation and RRSP contribution shall be continued on the following basis:

- 1) The ASM's share of applicable pension premiums shall be deducted from the ASM's pay in a single lump sum following their return to work;
- 2) The University shall pay the employer's share of pension premiums in accordance with the terms of the pension plan;

- 3) For ASMs participating in the Sun Life group RRSP, the ASM's share of applicable RRSP contributions shall be deducted from the ASM's pay in a single lump sum following their return to work. This will be matched by the University;
- 4) If recovery of an ASMs applicable premiums through a lump sum payment creates financial hardship, recovery can be implemented over multiple pay periods;
- 5) Pension continuation and RRSP contribution shall be subject to and in accordance with applicable governing pension legislation.

20. All retroactive pay and stipends in respect of the revision of the compensation scheduled in the new Collective Agreement shall be paid as soon as possible after ratification by both Parties. Association Dues accrued through the provision of retroactive pay shall be remitted to the Association as soon as possible after pay has been provided to ASMs.

21. Association dues shall be deducted from any salary earned by ASMs of the bargaining unit during the period of the strike and shall be remitted to the Association, along with a list of those from whom such deductions were made and the amount of the deduction.

22. The University shall ensure that accumulated mail is distributed in an expeditious manner.

23. The April 30, 2019 – August 31, 2020, Collective Agreement shall be in effect until the new Collective Agreement comes into force and effect.

24. The Parties agree that any issue arising out of the enforcement of this Protocol may be resolved under the grievance and arbitration provisions of the Collective Agreement.

25. MUNFA agrees to remove all structures, portable toilets and debris from the picket lines within 48 hours of signing the Agreement.

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