

The following is presented as a Package to resolve all outstanding Articles and Clauses. As such it must be accepted or rejected in its entirety.

Except for proposals contained in this package, all other outstanding proposals are deemed withdrawn and current collective agreement language prevails.

1.03(ju#1)“Collegial Governance” shall mean rights, privileges, and responsibilities of ASMs to fully participate in the University, including collegial processes as set out in Senate regulations, guidelines, policies and decisions, and in institutional systems of peer review and decision-making processes specified by this Collective Agreement, and in accordance with the Act.

No proposal

1.30(eu#4) No later than thirty (30) days following their submission, copies of formal, public, institutional or other public representations, and amendments to previous submissions submitted in response to requests from the Federal Government, or the Provincial Government, which directly address the terms and conditions of employment of ASMs. If such copies are privileged, the University shall at least communicate to the Association the date of such representations, and their general subject matter.

No Proposal

(eu#5) Thirty (30) days after the signing of this Collective Agreement, a copy of all present articulation agreements between the Employer and all public and private education institutions, exclusive of experiential placements and transfer credits for individual students.. If such copies are privileged, the University shall at least communicate to the Association the date of such representations, and their general subject matter.

Agree MUNFA #22

(eu#6) A copy of all new articulation agreements between the Employer and all public and private education institutions within thirty (30) days of the signing of the said agreements, exclusive of experiential placements and transfer credits for individual students. If such copies are privileged, the University shall at least communicate to the Association the date of such representations, and their general subject matter.

Agree MUNFA #22

1.39 This Collective Agreement shall remain in effect from the date of signing until such time as a new Collective Agreement is signed or until there is a strike or lockout, whichever comes first. Either Party may give notice in writing, not more than ninety (90) days and not less than thirty (30) days before August 31, 2026 or not more than ninety (90) days and not less than thirty (30) days before August 31 of each subsequent year, if notice was not given by either Party in the previous year, of its desire to commence collective bargaining with a view to the renewal or revision of this Collective Agreement or the conclusion of a new Collective Agreement.

ARTICLE 22

LEAVES

SUPPLEMENTED PARENTAL LEAVE

22.60 An ASM who is the birthing parent, partner of the birthing parent or who adopts a child is eligible to apply for Supplemented Parental Leave.

22.61 Supplemented Parental Leave is a leave from work of up to thirty-five (35) weeks with pay and benefits as specified in Clauses 22.63 to 22.64.

- 22.63 In order to qualify for Supplemented Parental Leave, an ASM shall apply to their Administrative Head as early as practicable indicating their intention to take leave under this provision, the date on which the leave is to commence and the duration. The leave shall commence in accordance with Employment Insurance Act and the Newfoundland and Labrador Labour Standards Act.
- 22.64 The University shall pay one hundred (100) percent of the ASM's weekly salary from the University for the first week of the Supplemented Parental Leave. During the following thirty-four (34) weeks of the Supplemented Parental Leave the ASM shall receive from the University a payment equal to the difference between one hundred (100) percent of the ASM's weekly salary and the amount of Employment Insurance Parental Benefit the ASM is expected to receive if the ASM qualifies for Employment Insurance Benefits.
- 22.65 During the period of the Supplemented Parental Leave both the ASM and the University shall continue to pay their respective shares of the costs of the benefit plans in which the ASM is enrolled. Vacation entitlement shall continue to accrue while the ASM is on Supplemented Parental Leave.

ARTICLE 23**TERM APPOINTMENTS**

23.01 Term appointments, both teaching term and regular term, are appointments of an ASM to a position with a defined term of no more than three (3) years which does not lead to a consideration for promotion or tenure, except for the conditions described in Clauses 11.05, 23.04 and 23.19. ~~No later than August 31, 2026, at least seventy-five (75) percent of term appointments at the University shall be regular term appointments.~~

Present Agreement

23.05 A teaching term appointment is a term appointment under which the assigned duties are limited to teaching as defined in Article 3, and shall not be less than five (5) months and shall not exceed a period of thirty-seven (37) months. Teaching term appointments shall normally begin August 1, December 1, or April 1. Notwithstanding the teaching norms for Academic Units as listed in Appendix E, the maximum teaching assignment shall be three (3) lecture courses, one (1) lecture course plus one (1) Laboratory Course or the equivalent (in accordance with Article 3), or two (2) Laboratory Courses or the equivalent (in accordance with Article 3) per semester. ~~Notwithstanding the maximum teaching assignment, teaching term appointments may engage in service in accordance with Clause 3.04 with a corresponding remission, in consultation with their Administrative Head and approved by the Dean.~~ At least fifty (50) percent of the teaching term appointments shall be for a minimum period of two (2) consecutive semesters.

23.12 In any one (1) semester, the total number of ASMs with term appointments shall not exceed twenty-five (25) percent of the total number of ASMs. ~~No later than August 31, 2026, in any one (1) semester, in any individual Academic Unit, no more than 25% of Courses shall be taught by non-MUNFA members.~~

Present Agreement

23.14(a) For all advertised term positions, the Search Committee shall first recommend for rehiring any applicants who have previously taught Courses at the University, and meet the criteria as specified in Clause 23.13. In cases where the applicants have equal experience, the term position shall be offered to the candidate who is most qualified for the position. In cases where two or more candidates are equally qualified, the promotion of equity and diversity shall take precedence. ~~The Parties agree that the provisions of this Clause shall apply to not only current, and former, ASMs, but to prospective bargaining unit members of the Association as well.~~

Present Agreement

23.19 A ~~regular term~~ appointment ~~may~~ shall be converted to a tenure-track appointment without advertising if ~~subject to the following conditions:~~

(a) ~~the Provost & Vice-President (Academic) or at Grenfell Campus, the Vice-President (Grenfell Campus), has assigned a tenure-track position, approved for the purpose, to the Academic Unit;~~

(b) ~~the process of conversion shall not begin until the a regular term appointee the incumbent has commenced at least their third (3rd) fourth (4th) year as of holding a regular term appointment at the University; or~~

~~(bu#1) the incumbent has taught at least the equivalent of thirty-six (36) non-Laboratory Courses or twenty-four (24) Laboratory Courses as a teaching term appointee in the six-year period immediately preceding conversion; and~~

(c) ~~the ASM has consented, in writing, to the conversion, and the Search Committee of the Academic Unit has recommended the conversion.~~

Present Agreement

~~23.19u#1~~ Except for documented issues of cause, or cases where the individual is no longer available or interested, if the University fails to renew the contract of, or reappoint, a term appointee before the appointee is eligible for conversion, the University shall be prohibited from advertising or hiring for any similar positions in that Academic Unit for a period of not less than three (3) years from the date of the last day of the previous term appointee contract.

No Proposal

~~23.20~~ Any position outlined in Clause 23.19 shall not replace positions already approved by the Provost & Vice President (Academic) or at Grenfell Campus, the Vice President (Grenfell Campus), in that Academic Unit.

Agree to delete

**ARTICLE 32
SALARIES AND BENEFITS****BENEFITS**

In Clauses 32.40, 32.44, and 32.47, the Parties have agreed that PDTER and PDTF in the new Collective Agreement shall be \$1,800.

PAYMENT FOR EXTRA DUTIES**Stipends for Overload Teaching****On-site Courses**

Clause 32.31 A Faculty Member who teaches an extra course or courses or equivalent in any standard or nonstandard teaching format, as provided for in Clause 3.30, and any Librarian, Counselling Faculty Member, or ASM-CFE teaching a course or courses or equivalent in any standard or non-standard teaching format, shall have the choice of being paid, effective September 1 2022, \$6360 for each course or equivalent taught or receiving a future remission in teaching equivalent to the extra teaching carried out. Effective September 1, 2023, the stipend shall be \$6487. Effective September 1 2024, the stipend shall be \$6617. Effective September 1 2025, the stipend shall be \$6749. An ASM who is being considered for assignment of an extra course or courses or equivalent shall advise the University of their compensation choice, at which time the University shall have the option of seeking an alternative teacher.

SALARIES AND BENEFITS

The following increases shall be applied to Appendices D.1, D.2, D.3, and D.4 as follows:

- September 1, 2022 – 6%;
- September 1, 2023 – 2%;
- September 1, 2024 – 2%;
- September 1, 2025 – 2%;

SIGNING BONUS

As of date of signing, all term appointees on contract or any part of a contract in the Academic Years 2021-2022 or 2022-23 shall receive a \$2000 signing bonus. Employees who left employment with the university between September 1, 2021 and the date of signing shall have forty-five (45) days to contact Human Resources to request payment of the signing bonus.

Proposed Group Insurance Changes –Appendix XXXX

1. Joint Trusteeship for Group Insurance

The parties agree to establish a committee to assess the potential viability of establishing a joint trust arrangement for managing group insurance programs.

The committee will be established by **(Insert date)** and will conclude its work by **(Insert date)**.

2. Changes to Group Insurance Program

The parties agree to amend the Collective Agreement to include Other Post-Employment Benefits (“OPEB”) as follows:

- (a) All current employees as of (date of signing of collective agreement) will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.
- (b) All employees hired after (date of signing of collective agreement) will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.
- (c) Former employees who are rehired subsequent to (date of signing of collective agreement) who become entitled to OPEB pursuant to clause 6 (see attached) shall be required to pay premiums in accordance with clause 10.

Notwithstanding the above, the University maintains its right to administer and/or modify the post-employment group insurance programs.

Points of Clarification Regarding OPEB:

Other Post-Employment Benefits (“OPEB”)

- 1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.
- 2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.
- 3. Current employees as of (date of signing of collective agreement) who retire with an immediate pension not later than (five years after date of signing of collective agreement), with a minimum of five (5) years' pensionable service shall qualify for OPEB.
- 4. Current employees as of (date of signing of collective agreement) who retire after (five years after date of signing of collective agreement) and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.
- 5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue and the University shall pay 50%.
- 6. Employees who are hired after (date of signing of collective agreement) ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.

7. Former employees who are rehired subsequent to (date of signing of collective agreement) shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.

8. Notwithstanding clause 7 above, employees with service prior to (date of signing of collective agreement) who are employed outside the bargaining unit and are re-employed in the MUNFA bargaining unit subsequent to (date of signing of collective agreement) without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.

8 (m#1) NEW: Notwithstanding clause 7 above, term appointees with service prior to (date of signing of collective agreement) who are re-employed in the MUNFA bargaining unit subsequent to (date of signing of collective agreement) without a break in service greater than twelve (12) months duration in the MUNFA bargaining unit shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.

9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.

10. Newly Hired Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan on the basis of their date of hire as follows:

All employees hired after (date of signing of collective agreement) will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

11. This Clause shall be limited to eligibility conditions for OPEB only and shall not replace or expand upon existing collective agreement provisions pertaining to group insurance plans offered by the University.

12. Nothing in this Clause shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc.

APPENDIX "E"

Academic Unit Teaching Norms (see Clause 3.09)

Academic Unit	Number of 3-hour Lecture Course Equivalents per Academic Year
Department of Archaeology	5
Department of Anthropology	5
Department of Biochemistry	4
Department of Biology	4
Department of Chemistry	4
Department of Classics	5
Department of Computer Science	4
Department of Earth Sciences	4
Department of Economics	5
Department of English	5
Department of Folklore	5
Department of Geography	5
Department of History	5
Department of Linguistics	5
Department of Mathematics & Statistics	4
Department of Modern Languages, Literatures and Cultures	5
Department of Ocean Sciences	4
Department of Philosophy	5
Department of Physics	4
Department of Political Science	5
Department of Psychology	4
Department of Religious Studies	5
Department of Sociology	5
Department of Gender Studies	5
Faculty of Business	5
Faculty of Education	5
Faculty of Engineering	4
Faculty of Medicine	4
Faculty of Nursing	5
Grenfell Campus (School of Arts and Social Sciences)	5
Grenfell Campus (School of Fine Arts)	5
Grenfell Campus (School of Science and the Environment)	54
School of Music	5
School of Pharmacy	4
School of Human Kinetics and Recreation	5
School of Social Work	5

In accordance with clause 3.15, the following Academic Units shall determine Teaching Norms by December 31, 2023

Marine Institute

School of Arctic and Subarctic Studies

Agreed MUNFA #23