

**COLLECTIVE AGREEMENT**

**Between**

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

**And**

**TEACHING ASSISTANTS' UNION of  
MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

**September 1, 2017 – August 31, 2020**

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## **ARTICLE 1 – Preamble**

1.01 The University and TAUMUN recognize the important contribution of Graduate Assistants to the University in the achievement of its stated mission.

## **ARTICLE 2 – Purpose**

2.01 The general purpose of this Agreement is to establish orderly collective bargaining between Memorial University of Newfoundland (hereinafter referred to as the “University”) and its Graduate Assistants, represented by the Teaching Assistants’ Union of Memorial University of Newfoundland (hereinafter referred to as the “Union”); to establish and maintain a harmonious working relationship between the Parties; to ensure the prompt resolution of disputes and grievances; and to set forth the terms and conditions of employment.

2.02 The Parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union, and its members, consistent with the principles of mutual respect, cooperation, and academic freedom. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Graduate Assistants.

## **\*ARTICLE 3 – Definitions and Interpretations**

3.01 For the purposes of this Collective Agreement:

- a) “Academic Year” runs from September 1 to August 31 inclusive of both dates.
- \*b) “Administrative Head” shall mean the Head of an Academic Department, or the Dean or Director of an Academic Unit, or the Chair or Director of an Interdisciplinary Program, or the Head of an Administrative Unit.
- c) “Agreement” when printed with an upper case initial letter refers to the Collective Agreement entered into between the University and the Union.
- d) “Course” shall be a unit of academic instruction for credit or designated “foundation” taught for three (3) or more hours a week over a thirteen-week semester, or an equivalent period for a session, preceded by registration and advising of students and followed by an examination period. Courses may be taught by various methods including, but not limited to, lectures, laboratories and distance delivery.
- e) “Day” shall mean a weekday when the University is open for administrative business unless otherwise stated in this Collective Agreement.
- f) “Dean of Graduate Studies” shall mean the Dean of Graduate Studies or any University employee authorized to act on his or her behalf.

- g) "Graduate Assistant" shall mean an employee included in the bargaining unit as defined by the Order issued by the Labour Relations Board of the Province of Newfoundland and Labrador, dated August 6, 2009 or an employee included in the bargaining unit by mutual consent of the parties.
- h) "Graduate Assistantship" shall be a contractual agreement between the University and a full-time graduate student for a specified number of hours of teaching support and/or research support delivered over the course of a semester.
- i) "President" shall mean the President of the University or any University employee authorized to act on his or her behalf.
- j) "Provost & Vice-President (Academic)" shall mean the Provost & Vice-President Academic of the University or any University employee authorized to act on his or her behalf.
- k) "Research Assistant" shall mean a Graduate Assistant who provides research support under the direction of a supervisor.
- l) "Shall" means that the action is mandatory.
- m) "Supervisor" shall mean the person to whom the Graduate Assistant reports directly to in the performance of their employment-related duties.
- n) "Teaching Assistant" shall mean a Graduate Assistant who provides teaching support in one or more of the following capacities, including but not limited to: marker, laboratory preparation and/or demonstration and/or supervision, tutorial leader, or other assistance and support in the delivery or preparation of degree-credit courses.
- o) "Union" shall be the Teaching Assistants' Union of Memorial University of Newfoundland (TAUMUN).
- \*p) "Unit" shall mean an Academic Department, School, non-departmentalized Faculty, or Interdisciplinary Program or Administrative Unit to which one (1) or more Graduate Assistants have their appointment.
- q) "University" shall mean the Memorial University of Newfoundland as defined in the Memorial University Act.

3.02 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to be non-gender specific unless any provision of this Collective Agreement specifies otherwise.

#### **\*ARTICLE 4 – Union Recognition**

4.01 Further to the Order issued by the Labour Relations Board of the Province of Newfoundland and Labrador, dated August 6, 2009, the University recognizes the Union as the exclusive bargaining agent for all employees of Memorial University of Newfoundland employed as graduate teaching assistants, graduate assistants and graduate research assistants at Memorial University of Newfoundland.

#### **\*ARTICLE 5 – Union Security and Check-Off**

5.01 All Graduate Assistants shall become members of the Union on their date of hire, unless that Graduate Assistant opts out of membership by written notice to the Union within thirty (30) days of the date his or her initial appointment begins. The University shall advise Graduate Assistants in their letters of appointment that they are included in the bargaining unit represented by the Union, and that their employment is on the terms and conditions set out in the Agreement. The notice shall also include contact information for the Union and website address where the Collective Agreement may be accessed, or a copy of the Collective Agreement.

5.02 The University agrees to provide the Union copies of all letters of appointment at the same time that they are provided to Graduate Assistants.

5.03 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.

5.04 At the Graduate Assistant's request, the Graduate Assistant shall be entitled to have a Union representative present at any meeting with the University concerning a matter arising out of the Collective Agreement.

5.05 The University shall invite representatives of the Union to set up an information booth at the annual orientation session for graduate students.

#### **Dues Check-Off**

5.06 The University agrees to deduct on a bi-weekly basis the dues and/or assessments of the Union from the salary of each Graduate Assistant.

5.07 The Union shall advise the Director of Faculty Relations in writing of the amount or rate of its dues and/or assessments. The University shall remit to the Union the amounts deducted within one (1) week following each bi-weekly pay day. Such remittance shall be accompanied by a list that includes the name, employee identification number, salary and Unit of each bargaining unit member from whose salary the deduction has been made.

## **Information for the Union**

- \*5.08 The University shall provide the Union with a list of employees in the bargaining unit by October 15, February 15 and May 31. Such list shall include name, employee identification number, gender, Unit, Memorial University e-mail address, job title, number of hours assigned weekly and total hours assigned, date of hire and ending date, hourly and total salary and shall identify whether the Graduate Assistant is an international student. Subject to availability, the University shall provide the mailing address and telephone number of each Graduate Assistant. The University shall also provide the Union, by the dates noted above, with a report listing the current funding category for all Graduate Assistants appointed under Clause 12.03. The confidentiality of personal information shall be protected by the Union and the information shall only be used for communication with bargaining members necessary for their representation and shall not be shared with any third party.
- \*5.09 The University shall post the text of the Collective Agreement on its website. When the Collective Agreement is renewed, the University will notify current employees by e-mail that a new Agreement is available, with a link to the Agreement. The Office of Faculty Relations shall provide a printed copy to any Graduate Assistant on request and shall provide the Union with 250 printed copies. A copy of the Collective Agreement shall be made available in the administrative office(s) of each Unit.

## **ARTICLE 6 – Management Rights**

- 6.01 The Union recognizes that all rights, powers and authority which are not specifically abridged, delegated, or modified by this Collective Agreement are vested in the University.
- 6.02 The University shall exercise these rights in good faith and in a reasonable non-arbitrary and non-discriminatory manner.

## **\*ARTICLE 7 – No Discrimination and No Harassment**

- \*7.01 The University and the Union agree that there will be no discrimination, harassment, interference, restriction, intimidation or coercion with respect to any Graduate Assistant regarding the terms or conditions of her or his employment by reason of race; religion; religious creed; political opinion; political activity; colour or ethnic, national or social origin; sex; pregnancy; sexual orientation; gender identity; gender expression; marital status; family status; physical disability or mental disability; disfigurement; source of income; age; except as may be permitted by the Human Rights Act, 2010 c. H-13.1, as amended, nor by reason of membership or non-membership in the Union, nor by reason of language (except where the lack of language competence would clearly prevent the carrying out of required duties). While the parties agree not to discriminate on the basis of place of residence, a Graduate Assistant who chooses to reside in a location which

predictably interferes with the discharge of his or her responsibilities may not cite this clause as a defense against disciplinary action resulting from that failure to discharge his or her responsibilities.

- 7.02 The University and the Union acknowledge the legal duty to accommodate any Graduate Assistant regarding the terms and conditions of his or her employment up to the point of undue hardship in accordance with the Human Rights Act, 2010 c. H-13.1, as amended.
- 7.03 In situations where an accommodation is required pursuant to Clause 7.02 regarding the terms or conditions of any Graduate Assistant's employment, the University, Union and Graduate Assistant shall meet to explore reasonable accommodation.
- 7.04 The University has a responsibility to provide a workplace and learning environment that is free of sexual and personal harassment.
- 7.05 The parties agree that the Union shall be entitled to representation on the Sexual Harassment Board.
- 7.06 A Graduate Assistant alleging that he or she has been personally harassed may file a complaint in accordance with the University's Respectful Workplace Policy and/or may file a grievance in accordance with the Grievance Procedure.
- 7.07 A Graduate Assistant alleging that he or she has been sexually harassed shall pursue the matter in accordance with the University-Wide Procedures for Sexual Harassment Concerns and Complaints. This shall not preclude a Graduate Assistant from filing a grievance in accordance with the Grievance Procedure.
- 7.08 A Graduate Assistant who is disciplined under the University-Wide Procedures for Sexual Harassment Concerns and Complaints shall have the right to grieve such discipline under the Grievance Procedure.

#### **ARTICLE 8 – No Strike or Lockout**

- 8.01 The parties agree that there will be no strike or lockout as defined by the *Labour Relations Act*, R.S.N.L. 1990, c. L-1, as amended, during the life of the Collective Agreement.
- 8.02 During a strike or lockout of another University bargaining unit, Graduate Assistants shall not be required to perform the duties of those employees.

#### **ARTICLE 9 – Union-Management Committee**

- 9.01 There shall be a Union-Management Committee consisting of three (3) bargaining unit representatives appointed by the Union and three (3) representatives from within the University appointed by the University.



- 9.02 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 9.03 The Committee shall meet whenever the need arises, but in any event, at least every three (3) months. A member or members of the Committee shall participate by teleconference or other telecommunications technology where it is not feasible to meet in person.
- 9.04 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the non-chairing Co-Chairperson and distributed to all Committee members, where reasonably practicable, within fourteen (14) days of the meeting.

#### **ARTICLE 10 – Reports and Resolutions of the University**

- 10.01 The University agrees to provide the President of the Union, upon request, with a copy of the Memorial University budget approved by the Board of Regents, and a copy of the University's audited consolidated financial statements.

#### **ARTICLE 11 – Representation on University Bodies**

- 11.01 Subject to Senate by-laws and procedures, the Union shall be entitled to send a delegate to act as an observer at meetings of the Senate.

#### **\*ARTICLE 12 – Appointments**

- 12.01 The University shall determine the number of graduate assistantships to be assigned each semester.
- 12.02 Graduate assistantships shall first be assigned by Unit based on positions that have been committed to the graduate student as part of the recruitment process. Graduate assistantships assigned under this clause shall normally be renewed for the duration of their program subject to Clause 12.06.
- 12.03 For graduate students not assigned a graduate assistantship as per Clause 12.02, each Unit shall prior to the assignment of positions, invite students from within that Unit to express their interest for assignments. Units shall make a reasonable effort to accommodate such expressions of interest subject to the requirements for the position including academic qualifications and experience. Graduate assistantships shall then be assigned by Unit according to the following criteria and in the following order of preference:

- a) Doctoral students receiving \$20,000 or less per annum in total funding and who meet the qualifications for the position(s);
- b) Master's students receiving \$16,500 or less per annum in total funding and who meet the qualifications for the position(s);
- c) Doctoral students receiving more than \$20,000 per annum in total funding and who meet the qualifications for the position(s);
- d) Master's students receiving more than \$16,500 per annum in total funding and who meet the qualifications for the position(s).

\*12.04 In the calculation of funding commitments in Clause 12.03 above, the University shall not take into consideration scholarships totaling less than \$16,500 on an annual basis.

12.05 For the purpose of the assignment of graduate assistantships to graduate students in interdisciplinary programs under Clauses 12.02 - 12.03, the Program Chair shall consult with the units involved in the Program and with the graduate student in the event he or she has started their academic program in order to determine the appropriate unit for consideration for a graduate assistantship.

\*12.06 In order to be eligible to be assigned a graduate assistantship under Clauses 12.02 – 12.03:

- a) Master's students must normally be within the first 12 program months of a one year program, excluding any leaves.
- b) Master's students must normally be within the first 24 program-months of a two year program, excluding any leaves.
- \*c) Doctoral students must normally be within the first 48 program months of the program, excluding any leaves, with the exception of Doctoral students who transfer directly from a master's program. Such students must normally be within the first 60 months of the program, excluding any leaves.

12.07 The assignment of a graduate assistantship is subject to acceptable performance as a Graduate Assistant.

12.08 In the event that the University intends for reasons of unacceptable performance as a Graduate Assistant not to assign a graduate assistantship to a graduate student who has successfully completed the probationary period and who is otherwise eligible, the graduate student shall be so notified in writing. The Union shall be provided a copy of such notification. The decision shall be subject to the grievance procedure.

\*12.09 For positions in administrative units or when there are still positions available in Academic Units after the assignment process outlined in Clauses 12.02 – 12.03 has been completed, the University shall post the positions electronically on a University-wide basis and shall concurrently email the Union copies of all postings. The posting(s) shall be for a minimum of ten (10) days except where this is not possible due to emergency situations.

12.10 Postings shall include, but are not limited to, the unit, the duties and responsibilities, the duration of the position, the number of hours required, the application deadline, the name of the person to whom the application must be submitted and the requirements for the position including academic qualifications and experience.

12.11 Postings shall include the following statement: *“This position is covered by a Collective Agreement between TAUMUN and Memorial University of Newfoundland.”*

\*12.12 Appointment of Graduate Assistants through the posting procedure shall be based on the requirements for the position including academic qualifications and experience. In cases where applicants are considered relatively equal by the University, the position(s) shall be awarded in the following order:

- a) A graduate student who has not previously held a graduate assistantship.
- b) Demonstrated financial need.
- \*c) Graduate Students in an interdisciplinary program who did not receive a position in accordance with Clause 12.03.

\*12.13 The University may fill graduate assistantships as it deems appropriate in the following circumstances:

- a) In the event a posted position is not filled through the posting procedure.
- b) In the event of an emergency situation such as, but not limited to resignation, death, or serious illness.
- c) In situations where the appointment is revoked due to non-performance of duties.
- \*d) In the case of positions of four (4) hours or less per semester per individual.
- e) In the case of Research Assistant positions funded under a Faculty Member’s research grant or contract.

12.14 Graduate students who decline an offer of appointment under Clause 12.02 shall not lose their priority status for appointments in subsequent semesters.

- 12.15 All offers of employment to Graduate Teaching Assistants are conditional upon sufficient student enrolment in the course.
- 12.16 The current practice concerning the use of undergraduate teaching or research assistants shall be maintained. However undergraduate teaching or research assistants shall not be used to undermine the integrity of the bargaining unit.
- \*12.17 For appointments with a duration of more than one (1) week, or more than four (4) hours in total, Units shall notify Graduate Assistants of their appointments in writing which shall be copied to the Union. Letters of appointment shall include the unit, duties and responsibilities of the position, the start and end dates, total number of hours of the appointment, supervisor's name, and a link to Appendix B (Description of Duties and Allocation of Hours Form and Appendix B1 (Employment Contract Amendment Request). A Graduate Assistant shall only be required to perform duties and responsibilities as outlined in their letter of appointment.

**\*ARTICLE 13 – Probationary Period**

- \*13.01 The probationary period shall be a period of time for the Supervisor to evaluate and provide feedback on the Graduate Assistant's performance. Graduate Assistants shall be considered on probation until they have completed one (1) semester of employment at the University.
- 13.02 Should a Supervisor have concerns about performance during the probationary period, the Supervisor shall communicate those concerns in writing to the Graduate Assistant. The parties shall follow up with a discussion so that the Graduate Assistant has an opportunity to rectify those concerns.
- 13.03 The University may dismiss a probationary Graduate Assistant without using the progressive discipline process outlined in Article 16. The dismissal of a probationary Graduate Assistant shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 13.04 A Graduate Assistant shall be provided with at least twenty-four (24) hours' notice of a dismissal meeting and shall be informed of his or her right to Union representation at the meeting.
- 13.05 Reasons for the dismissal of a probationary Graduate Assistant shall be in writing and shall be provided within five (5) days of the dismissal meeting, and a copy of the letter shall be forwarded to the Union at that time.

**\*ARTICLE 14 – Hours of Work and Work Assignment**

- \*14.01 A standard graduate assistantship shall consist of 60 hours of work within a 14 week period in a semester the University may assign graduate assistantships of fewer than or greater than 60 hours per semester. The Parties agree that non-

standard graduate assistantships involving invigilation duties may be offered and shall be for a minimum of two (2) hours at the rate of pay set out in Clause 29.01.

14.02 A Graduate Assistant may hold more than one graduate assistantship, however hours of work shall not exceed the maximum number of hours permitted to maintain full-time status as a graduate student unless otherwise approved by the Dean of Graduate Studies.

14.03 The duties of a Graduate Assistant may include but are not limited to: preparation for classes and/or labs, preparation of teaching materials, teaching under the direction of the course instructor, conducting research under the direction of faculty, leading tutorials, supervising laboratories, setting up experiments, preparing and grading exams and assignments, invigilating exams, conducting field trips, attending employer training, meeting with students and conferring with the supervisor as required. All duties assigned to a Graduate Assistant shall be included in the calculation of time involved in a graduate assistantship.

\*14.04 The Supervisor and the Graduate Assistant shall meet no later than fifteen (15) days after the beginning of the appointment to review duties and expectations and ensure that the hours allocated in the letter of appointment are adequate for the assignment. At the request of either the Supervisor or the Graduate Assistant, the Parties shall complete Description of Duties and Allocation of Hours Form (Appendix B) and it shall be signed by both Parties, and copied to the union.

\*14.05 If at any time subsequent to that meeting a Graduate Assistant has reason to believe that he or she may be unable to perform the duties specified in the job description within the hours specified, the Graduate Assistant shall notify their Supervisor in writing. The Supervisor shall meet with the Graduate Assistant within five (5) days of receiving such request, to determine how the work remaining will be handled.

\*14.06 All contracts will be for a fixed duration and fixed number of hours with no entitlements or expectations beyond the contract. If the Supervisor requests that additional hours be worked, and the Graduate Assistant agrees to work those additional hours, and such request is approved by the Administrative Head, the Graduate Assistant shall be paid for the additional hours worked at the applicable hourly rate.

#### **\*ARTICLE 15 – Evaluation**

15.01 The Parties agree that the primary purpose of evaluation is to assist the Graduate Assistant to develop his or her teaching and/or research skills by providing guidance and feedback.

15.02 Evaluations shall relate to the duties and responsibilities referenced in the work assignment and may include consideration to the regulations, resolutions guidelines and policies of the University including those of the Unit.

- \*15.03 An evaluation may be proposed by the Graduate Assistant or by the Supervisor; however, there shall be no more than one evaluation per semester except by mutual consent. The Graduate Assistant shall be informed of the result of the evaluation within ten (10) working days of the end of the semester.
- 15.04 Graduate Assistants shall be given no less than five (5) days' written notice that an evaluation is to take place.
- 15.05 The results of an evaluation will be shared with the Graduate Assistant, treated in a confidential manner, and placed in the Graduate Assistant's official employee file. Evaluations shall not be shared with third parties outside the University without the written consent of the Graduate Assistant.

**\*ARTICLE 16 – Discipline and Dismissal**

- 16.01 No Graduate Assistant shall be disciplined or dismissed except for just cause.
- 16.02 The disciplinary actions that may be taken by the University include, but are not limited to, letter(s) of warning or reprimand, suspension(s) with or without pay, and dismissal. Such disciplinary action shall be in accordance with the principles of progressive discipline, and be reasonable and commensurate with the seriousness of the violation.
- 16.03 Where the University convenes a meeting with the Graduate Assistant for the purpose of communicating disciplinary action(s), the University will provide the Graduate Assistant with reasonable advance notice of the nature of the meeting and his or her right to Union representation and shall provide a reasonable period of time for the Graduate Assistant to secure such representation. The Graduate Assistant shall be provided with an opportunity to be heard at such meeting.
- 16.04 The University has the right to impose a non-disciplinary suspension with pay during the period of an investigation. If, on conclusion of the investigation, the University decides to take disciplinary action, such action shall be taken in accordance with the provisions of the Collective Agreement. If the allegations are dismissed, there shall be no record of the investigation in the Graduate Assistant's official employee file.
- 16.05 The Graduate Assistant shall be notified in writing of the nature of any action(s) taken in accordance with Clauses 16.03 or 16.04 and the reasons for such action(s) within five (5) days, and a copy of the letter shall be forwarded to the Union at that time.
- \*16.06 Any disciplinary action against a Graduate Assistant in regard to an allegation of sexual harassment shall be in accordance with the University-Wide Procedures for Sexual Harassment and Sexual Assault Concerns and Complaints, as amended from time to time in accordance with its terms.

## ARTICLE 17 – Grievance Procedure

- 17.01 Should a dispute arise between the Union or a Graduate Assistant and the University, a good faith effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 17.02 For the purpose of this Agreement, a grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- 17.03 The following types of grievances are recognized:
- (i) **Individual Grievance:** The complaint of an individual Graduate Assistant which has the support of the Union.
  - (ii) **Group Grievance:** The complaint of two (2) or more Graduate Assistants.
  - (iii) **Policy Grievance:** The complaint of the Union or the University which may involve a question of general application or interpretation of the Collective Agreement.
- 17.04 The Union shall have the right to originate an individual, group or policy grievance. A Union policy grievance, a group grievance involving grievors from two (2) or more Units, or a grievance involving suspension or termination of employment shall be submitted at Step 2.
- 17.05 The grievor shall be entitled to Union representation and shall be entitled to be present at every step of the grievance procedure. In the case of group grievances, as many grievors may be present as is reasonably practicable.
- 17.06 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error or by inadvertent omission of a step in the grievance procedure.
- 17.07 No Graduate Assistant shall be subject to reprisal for exercising his or her grievance rights under this Collective Agreement.
- 17.08 The University and the Union shall make every reasonable effort to schedule grievance meetings at times that do not interfere with the grievor's employment duties or academic responsibilities. When it is not possible to schedule the grievance meeting at a time that does not interfere with the grievor's employment duties, the grievor shall be permitted the required time off to attend grievance meetings with the University without loss of pay or benefits. In such cases, the grievor shall make every reasonable effort to arrange an exchange or substitution

for his or her scheduled duties acceptable to his or her Supervisor. When this is not possible, the Supervisor shall make such arrangements.

- 17.09 The time limits in this Article are mandatory and may be varied only by written mutual consent of the Parties to the Collective Agreement, and such consent when requested prior to the expiration of the time limits, shall not be unreasonably withheld. Should the University default on the time lines for responding to a grievance at any of the steps of the grievance procedure, the Union shall have the right to immediately advance the grievance to the next level.
- 17.10 The Parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance. To this effect, a Graduate Assistant is encouraged to discuss any difference(s) with his or her Supervisor as soon as possible after the Graduate Assistant becomes aware of the incident giving rise to the difference(s).
- 17.11 Any dispute between the University and the Union or any differences not resolved in accordance with Clause 17.10, may be the subject of a grievance provided the dispute or difference(s) falls within the definition of grievance in Clause 17.02.
- 17.12 The grievance procedure shall be as follows:

**Step 1**

A grievance shall be submitted to the Administrative Head within thirty (30) days of the date on which the Graduate Assistant knew or ought reasonably to have known of the occurrence of the matter giving rise to the grievance. The Parties shall make an earnest effort to resolve the grievance at Step 1. The Administrative Head shall provide a written response within twenty (20) days of receipt of the grievance.

In the case of a grievance arising during the period of time when a Graduate Assistant is conducting field work and is not readily accessible, the Step 1 timelines above shall only commence upon the Graduate Assistant's return to campus.

**Step 2**

Failing a satisfactory settlement being reached at Step 1, the Union may submit the grievance in writing to the Dean of Graduate Studies within fifteen (15) days of the Union receiving the reply at Step 1. The Dean shall convene a grievance resolution meeting of the two (2) Parties who shall make a good faith effort to resolve the grievance. The Dean shall provide a written decision within twenty (20) days of receipt of the grievance.

**Step 3**

Failing a satisfactory settlement being reached, the Union may decide to take the grievance to arbitration and shall notify the Dean of Graduate Studies in writing of



its intent to submit the grievance to arbitration within twenty (20) days of the Union receiving the response at Step 2.

### **University Grievances**

17.13 The Dean of Graduate Studies shall have the right to originate a policy grievance on behalf of the University and to submit such grievance in writing to the President of the Union. Where the Parties are unable to resolve such grievance to their mutual satisfaction within twenty (20) days of receipt of the grievance by the Union, the Dean of Graduate Studies may within a further twenty (20) days notify the Union in writing of his or her intent to submit the grievance to arbitration.

### **ARTICLE 18 - Arbitration Procedure**

18.01 Within fifteen (15) days of the receipt of the written notice of intent to submit the grievance to arbitration, the Parties shall appoint a sole arbitrator to hear the grievance. Where the Parties fail to agree upon a sole arbitrator within the preceding time frame, the Minister Responsible for the Labour Relations Agency shall, on the request of either Party, appoint a sole arbitrator to hear the grievance.

18.02 Where a grievance is referred to arbitration, the Parties may, by mutual written consent, agree to have the grievance heard by a board of arbitration.

18.03 Within fifteen (15) days from the date of such mutual written consent, each Party shall notify the other Party in writing indicating the name, address and telephone number of its nominee to the arbitration board. If either of the Parties fail to appoint a nominee within the specified time frame, the Minister Responsible for the Labour Relations Agency shall, on the request of either Party, appoint a nominee on behalf of the Party who fails to appoint a nominee.

18.04 Within ten (10) days of the appointment of the second nominee, the nominees shall select a person to chair the board of arbitration. If the nominees fail to select a chairperson within the specified time frame, the Minister Responsible for the Labour Relations Agency shall, on the request of either Party, appoint the chairperson on behalf of the nominees.

18.05 The sole arbitrator or board of arbitration constituted under this Article shall hear relevant evidence relating to the grievance and argument thereon and make a decision on the grievance. The decision is final and binding upon the Parties and upon any person on whose behalf this Collective Agreement was made.

18.06 The decision of the majority of the members of an arbitration board named shall be the decision of that board and if there is no majority decision the decision of the chairperson shall be the decision of the board.

18.07 The sole arbitrator or board of arbitration shall have all the powers vested in arbitrators under the *Labour Relations Act*, R.S.N.L. 1990, c. L-1, as amended,

including in the case of discipline or discharge, the power to substitute another penalty that to it seems just and reasonable in the circumstances. The sole arbitrator or board of arbitration shall not have the power to alter, amend, modify, change or make any decision inconsistent with the Collective Agreement.

18.08 The Parties shall equally share the fees and expenses of the sole arbitrator. If the Parties mutually agree to a board of arbitration, each Party shall pay the fees and expenses of its own nominee to the board of arbitration and the Parties shall share equally the fees and expenses of the chairperson.

18.09 The time limits in this Article are mandatory and may be varied only by mutual written consent of the Parties to the Collective Agreement and such consent when requested prior to the expiry of the time limits shall not be unreasonably withheld.

18.10 The Parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties or academic responsibilities of the grievor and other witnesses whose attendance is required at the arbitration. When it is not possible to schedule the arbitration at a time that does not interfere with the grievor's and other witnesses' employment duties, the grievor and other witnesses shall be permitted the required time off to attend at the arbitration without loss of pay or benefits. In such cases, the grievor and any witnesses shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to the Supervisor. Where this is not possible, the Supervisor shall make such arrangements.

18.11 Arbitrations shall be held at a location outside the University's premises, unless the Parties mutually agree to hold the hearings on the University's premises in which case the University shall provide appropriate space for the hearing and each of the Parties.

#### **ARTICLE 19 – Official Employee File**

19.01 There shall be one (1) official employee file which shall be maintained by and located in the Department of Human Resources.

19.02 Upon request, a Graduate Assistant shall have the right, on the next day where reasonably practicable, to consult his or her official employee file in the presence of a representative of the University, and, if he or she so wishes, a representative of the Union. Copies of the documents in a Graduate Assistant official file shall be made available to the Graduate Assistant on request.

19.03 A Graduate Assistant shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the Graduate Assistant to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.

- 19.04 A copy of any disciplinary or evaluation document shall be supplied concurrently to the Graduate Assistant. A Graduate Assistant shall be given an opportunity to sign the file copy of an evaluation or disciplinary report as an acknowledgement that he or she has received such a report. Graduate Assistants shall have the right to respond in writing to any documents placed in their official employee file and their response shall also form part of their official employee file.
- 19.05 Disciplinary letters of reprimand or warning shall be removed from a Graduate Assistant's official employee file after twelve (12) months from the date of issue, provided that no further disciplinary action is taken during that twelve (12) month period. Such letters shall be automatically removed from the file at the completion of the Graduate Assistant's degree program.
- 19.06 Employee files shall be separate from an employee's academic records and shall contain only those documents which are related to his/her employment.

## **ARTICLE 20 – Academic Freedom**

- 20.01 All Graduate Assistants enjoy equal rights to academic freedom.
- 20.02 Academic freedom is necessary for the pursuit of the University's purposes. The defense of academic freedom is an obligation on all members of the University community. Academic Freedom does not require neutrality on the part of the individual, nor it does it preclude commitment. Rather, it makes commitment possible.
- 20.03 Academic freedom includes the right to discuss and criticize policies and actions of the University and the Union and protects against the imposition of any penalty for exercising that right. In exercising the freedom to comment and criticize, Graduate Assistants have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the University community, and by affirming the rights of others to hold differing points of view.
- 20.04 When the objectives, content and method of delivery are prescribed by the Supervisor in the work assignment, the Graduate Assistants shall fulfill such assignment responsibly and fully. When work assignments permit Graduate Assistants to have a wider degree of latitude than is possible in more fully prescribed assignments, the Graduate Assistant has the freedom to develop and deliver such assignment provided the content and structure have been approved by the Supervisor. Graduate Assistants have the right to indicate in writing to their Supervisor, without prejudice, their concerns regarding the content and structure of the assignment.
- 20.05 Academic freedom does not confer legal immunity, nor does it diminish the obligations of Graduate Assistants to fulfill the duties and responsibilities of their appointments. Graduate Assistants shall not be hindered or impeded in any way

by the University or by the Union from exercising their legal rights, nor shall they suffer any penalty imposed by either party for exercising those rights.

20.06 Graduate Assistants retain all their legal rights to express themselves. The University accepts no responsibility for such expressions and shall exercise no censorship. In statements outside the University, Graduate Assistants shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether a Graduate Assistant was speaking on behalf of the University, the Graduate Assistant shall issue a disclaimer.

## **ARTICLE 21 – Intellectual Property**

21.01 Graduate Assistants shall retain copyright of any lecture notes or course materials created exclusively by them.

21.02 Copies of lecture notes or course materials shall be provided when requested by the University.

21.03 Graduate Assistants who participate in research projects shall share ownership in all inventions, discoveries or creations conceived or developed by them in the course of their employment in accordance with their contribution as per the University's policy on Intellectual Property as amended from time to time.

21.04 Graduate Assistants shall grant the University a non-exclusive, unrestricted, royalty-free license to use such Intellectual Property.

21.05 Graduate Assistants shall receive name recognition consistent with their contribution to Intellectual Property.

## **\*ARTICLE 22 – Expenses and Access to Facilities**

22.01 Where the University approves travel required for the performance of the Graduate Assistant's duties and responsibilities, the University shall reimburse the Graduate Assistant for all reasonable travel related expenses in accordance with the Travel-General policy.

\*22.02 The University shall use its best effort to provide Graduate Students with access to appropriate space that is conducive to the fulfillment of their duties and responsibilities. This shall include access to secure storage space.

22.03 The University agrees to provide Graduate Assistants with reasonable access to and use of University libraries and laboratories, books, duplicating services, office supplies, computing facilities, audio-visual equipment and other University facilities, when the University determines they are required in the performance of the Graduate Assistant's duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the prior written approval of the Administrative Head.

## **ARTICLE 23 – Health and Safety**

- 23.01 The University recognizes its responsibility to provide a workplace that is safe and healthy and shall maintain proper standards on University premises in conformity with all applicable acts, regulations and codes. The Parties acknowledge that health and safety committees play an instrumental role in the promotion of a safe and healthy workplace; the identification of unsafe or unhealthy conditions; and the prevention of accidents.
- 23.02 There shall be a University Health and Safety Committee established to provide advice on the development and maintenance of a university-wide health and safety management system.
- (a) The Union shall be entitled to a seat on the University Health and Safety Committee in accordance with the established terms of reference, as amended from time to time.
  - (b) At the commencement of each semester, the Union shall provide the University with written notification of the name of the Graduate Assistant appointed as the representative on the University Health and Safety Committee. The Graduate Assistant shall receive a payment of \$75 for each University Health and Safety Committee meeting attended.
- 23.03 At the St. John's Campus, the Union shall be entitled to one (1) seat on each Health and Safety Building Committee established in those buildings where Graduate Assistants work and those representatives shall receive a payment of \$25 for each such meeting attended.
- 23.04 At the Grenfell Campus, the Union shall be entitled to one (1) seat on the campus-wide Joint Health and Safety Committee in accordance with the established practices, procedures and applicable legislation.
- 23.05 At the commencement of each semester, the Union shall provide the University with written notification of the name of the Graduate Assistant appointed as the representative on the Grenfell Campus Joint Health and Safety Committee. The Graduate Assistant shall receive a payment of \$75 for each Grenfell Campus Health and Safety Committee meeting attended.
- 23.06 The Committees may request from the University any information necessary to carry out their duties and such requests shall not be unreasonably denied. Committee members and representatives are responsible for maintaining rules of confidentiality except where disclosure of information is specifically required by the Act or another law.
- 23.07 Where a Graduate Assistant requires personal protective equipment for his/her graduate assistantship in accordance with Occupational Health and Safety

Regulations, and it is not required for his/her program of study, the University shall provide such equipment to the Graduate Assistant.

23.08 The University shall advise Graduate Assistants and the Union of hazards known to the University and associated with the Graduate Assistant's work and workplace. Similarly, Graduate Assistants have a duty to make reasonable efforts to be informed of hazards associated with their work and workplace and to report any such hazards of which they become aware to the Supervisor. Graduate Assistants shall take reasonable care to protect their own health and safety and that of workers and other persons at or near the workplace.

23.09 (a) A Graduate Assistant may refuse to perform work that he or she has reasonable grounds to believe is dangerous to his or her health or safety, or the health and safety of another person at the workplace until remedial action has been taken by the University to the Graduate Assistant's satisfaction; the Health and Safety Committee has investigated the matter and advised the Graduate Assistant to return to work; or a government-appointed occupational health and safety officer has investigated the matter and advised the Graduate Assistant to return to work.

(b) A Graduate Assistant who becomes pregnant, or who is nursing, may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be implemented for the duration of the pregnancy and/or period of nursing, with no loss of pay or benefits during the period of modified work.

23.10 The University shall not take disciplinary action against a Graduate Assistant and a Graduate Assistant shall not suffer any loss of wages or benefits because he or she has reasonably refused to perform work under Clause 23.09.

#### **ARTICLE 24 – Technological Change**

24.01 The parties define technological change as being a change in the method of operation directly related to the introduction of equipment or material that will result in significant changes to the terms and conditions of employment of Graduate Assistants.

24.02 The University shall provide the Union with sixty (60) days notice prior to implementation of technological changes, except where this is not reasonably practicable due to unforeseen or emergency circumstances, in which case the Union shall be given as much notice as is reasonably practicable.

24.03 The notice will provide information regarding the nature of the technological change, the employees who will be affected, and the expected date of implementation of the change.

24.04 During the notice period, at the request of either party, the University and the Union shall meet to discuss the implications arising from the implementation of technological change.

24.05 There shall be no reduction in the earnings of a Graduate Assistant due to technological change introduced during the term of a graduate assistantship.

## **ARTICLE 25 – Designated University Holidays**

25.01 Graduate Assistants shall not be required to work on any of the following University holidays:

- (a) Labour Day
- (b) Thanksgiving Day
- (c) Remembrance Day
- (d) Christmas Eve
- (e) Christmas Day
- (f) Boxing Day
- (g) New Year's Eve
- (h) New Year's Day
- (i) Second January Holiday
- (j) Good Friday
- (k) Memorial Day

25.02 Should any of these holidays fall on a Saturday or Sunday, the University shall declare a contiguous workday as the holiday.

## **ARTICLE 26 – Leaves**

### **Sick Leave and Family Responsibility Leave**

26.01 A Graduate Assistant may be absent without loss of pay or benefits for up to two (2) days per semester, because of illness or family responsibilities. In such cases the Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to the Supervisor. Where this is not possible, the Supervisor shall make such arrangements. The Graduate Assistant will notify the Supervisor in advance with as much notice as possible of any absence.

### **Bereavement Leave**

26.02 A Graduate Assistant is entitled to bereavement leave of three (3) consecutive days without loss of pay or benefits in the event of the death of a Graduate Assistant's spouse (including common law), child (including step-child or ward of the employee), grandchild, mother, father, brother or sister, grandparent or a mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a relative permanently residing in the same household. In such cases the

Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to the Supervisor. Where this is not possible, the Supervisor shall make such arrangements. The Graduate Assistant will notify the Supervisor in advance with as much notice as possible of any absence.

In exceptional circumstances, additional bereavement leave without pay may be granted at the discretion of the Administrative Head.

### **Compassionate Care Leave**

26.03 A Graduate Assistant is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to a family member of the Graduate Assistant where a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

26.04 The Graduate Assistant shall provide the University with at least two (2) weeks written notice of the date the leave is to begin, unless there is a valid reason why that notice cannot be given. The Graduate Assistant shall include in that written notice the length of the leave that he or she intends to take and shall give at least two (2) weeks written notice to the University of any change in the length of the leave to be taken.

26.05 For the purposes of compassionate care leave, the term "family member", in relation to the Graduate Assistant, means: (i) a spouse or cohabitating partner to the Graduate Assistant, (ii) a child to the Graduate Assistant or of the Graduate Assistant's spouse or cohabitating partner, (iii) a parent of the Graduate Assistant or a spouse or common law partner of the parent; and any other persons identified as a "family member" for the purpose of compassionate care leave in the Labour Standards Regulations under the *Labour Standards Act*, R.S.N.L 1990, cL-2, as amended from time to time.

### **Pregnancy, Adoption and Parental Leave**

26.06 A Graduate Assistant is entitled to Pregnancy, Parental and, Adoption Leave without pay in accordance with the *Labour Standards Act*, R.S.N.L 1990, cL-2, as amended from time to time. Such leaves will be granted without regard to the statutory 20-week service requirement.

### **Reservists Leave**

26.07 A Graduate Assistant is entitled to Reservists Leave without pay in accordance with the *Labour Standards Act*, R.S.N.L 1990, cL-2, as amended from time to time. Such leaves will be granted without regard to the statutory 6-month service requirement. Graduate Assistants are entitled to a leave until the end of the appointment.



## **Court Leave**

26.08 In cases where a Graduate Assistant is summoned for jury service or serves as a juror; or is subpoenaed as a witness in court or in other legal or quasi-legal judicial proceedings, the Graduate Assistant shall, upon written request to the Supervisor, supported by a copy of the summons or subpoena, be granted leave without loss of pay or benefits for the time his or her presence is required.

## **Union Leave**

26.09 The University agrees to provide the Union by September 15 of each year an amount equivalent to seven (7) 56-hour graduate assistantships for the purpose of administering the Collective Agreement.

26.10 The purpose of the provision in Clause 26.09 above is to allow the President of the Union, and/or designates, to decline an offer or offers of graduate assistantships in order to administer the affairs of TAUMUN.

26.11 The University and the Union shall make every reasonable effort to schedule negotiating sessions at times that do not interfere with the Graduate Assistant's employment duties. When this is not possible, members of the Union's Negotiating Committee shall be permitted the required time off to attend actual negotiating sessions with the University without loss of pay or benefits. In such cases the Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for her or his scheduled duties acceptable to the Supervisor. When this is not possible, the Supervisor shall make such arrangements.

26.12 Upon written request to the person designated by the Unit where the Graduate Assistant works, the University shall grant a leave of absence for up to three (3) Graduate Assistants per semester who may be elected or selected by the Union to attend labour conferences or conventions. The University shall grant a leave of absence, not to exceed one (1) week per semester, to a Union representative who is attending a union training session. At least two (2) weeks' notice must be provided to the person designated within the Unit where the employee works. The Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties or make alternative work arrangements acceptable to the Supervisor. If such arrangements can be made, the leave shall be with pay. If no such arrangements can be made, the leave shall be without pay.

## **Academic Conferences**

26.13 Subject to the approval of the Supervisor and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the Graduate Assistant's academic program, a Graduate Assistant shall be granted leave up to two (2) times per academic year not to exceed five (5) days each. If the Graduate Assistant is able to arrange an exchange or substitution for his or her scheduled

duties or make alternative work arrangements acceptable to the Supervisor, the leave shall be with pay. If no such arrangement can be made, the leave shall be without pay.

### **Special Leave**

26.14 In addition to the leaves outlined in this Article, a Graduate Assistant may request, and the University may grant leaves of absence without pay to Graduate Assistants for extenuating personal circumstances. Requests for such leaves shall be made in writing to the Administrative Head who shall consult with the Supervisor and such requests shall not be unreasonably denied.

### **Exchange of Duties**

26.15 Subject to the approval of the Supervisor, a Graduate Assistant may arrange an exchange or substitution for his or her scheduled duties for a period not to exceed two (2) weeks per semester. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably denied.

### **ARTICLE 27 – Protected Disclosure**

27.01 There shall be no retaliation against Graduate Assistants who, in good faith, report wrongdoing by other University employees or students in accordance with the University policy on Protected Disclosure, as amended from time to time.

### **\*Article 28 – ORIENTATION AND TRAINING**

\*28.01 The Union shall be invited to the Graduate Orientation sessions provided by the School of Graduate Studies and given an opportunity to provide an overview of the role of the Union.

\*28.02 The Employer shall provide training to bargaining unit Employees related to their duties and responsibilities, as required. Such training may be provided either by program, department, faculty or university-wide. In cases where job specific training is required, employees shall be paid for all hours spent in training.

### **\*ARTICLE 29 – Wages and Pay Administration**

\*29.01 Graduate Assistants hourly wages shall be as follows (4% vacation pay included):

- September 1, 2017 – 0% increase \$22.22
- September 1, 2018 – 0% increase \$22.22
- September 1, 2019 – 0% increase \$22.22

29.02 The rate of pay for Graduate Assistants shall be paid in bi-weekly installments for the term of the position. Initial payment will be made within thirty (30) days of the Graduate Assistant's appointment.

29.03 Any payment that is inadvertently missed shall be made up in full in the next pay period.

29.04 In the event an error is made by the University that results in an overpayment to a Graduate Assistant, the University will contact the individual in writing to discuss a reasonable repayment schedule, subject to Canada Revenue Agency and University budgetary guidelines. The Graduate Assistant shall have the right to consult a TAUMUN representative before a decision is made.

### **\*Article 30 – Employee Assistance Fund**

30.01 Effective September 1, 2018 the University agrees to pay \$10,000 into an Employee Assistance Fund. Effective September 1, 2019, the University agrees to pay \$20,000 on an annual basis into an Employee Assistance Fund, with eligibility guidelines to be determined by a Joint Union Management Committee. Any unused funds will be carried over and added to the next year's fund.

The Union shall administer the Fund and shall report to the Employer at the conclusion of each year as to how the funds were distributed.

The following items shall be covered by the Fund:

- (a) Child and family care costs in order to perform their duties; and/or
- (b) Eye-care costs where the Employee does not have access to vision care under a health insurance plan, or where the costs exceed the coverage; and/or
- (c) Dental costs where the Employee does not have access to coverage under an existing dental plan, or where the costs exceed the coverage; and/or
- (d) Physiotherapy costs where the Employee does not have access to coverage under an existing health plan, or where the costs exceed the coverage; and/or
- (e) Chiropractic costs where the Employee does not have access to coverage under an existing plan, or where the costs exceed the coverage
- (f) Prescription drug costs

### **\*Article 31 – Travel Assistance Fund**

31.01 Effective September 1, 2018, the University agrees to pay \$10,000 into a Travel Assistance Fund. Effective September 1, 2019, the University agrees to pay \$20,000 on an annual basis into the Travel Assistance Fund in order to provide travel support to members of the bargaining unit participating in academic conferences. The eligibility guidelines will be determined by a Joint Union

Management Committee. Any unused funds will be carried over and added to next year's fund.

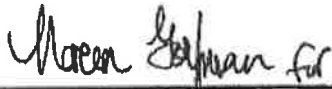
The Union shall administer the fund and shall report to the Employer at the conclusion of each academic year as to how the funds were distributed.

**\*ARTICLE 32 – Duration**

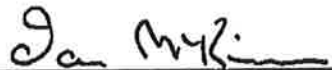
32.01 This Collective Agreement shall remain in effect from the date of ratification until such time as a new Collective Agreement is ratified or until there is a strike or lockout, whichever comes first. Either party may give notice in writing, not more than ninety (90) days and not less than thirty (30) days before August 31, 2020 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.

This final edited Collective Agreement signed at St. John's, Newfoundland and Labrador this 26<sup>th</sup> day of June, 2019.

On behalf of Memorial University of Newfoundland



Dr. Gary Kachanoski  
President and Vice-Chancellor



Ian McKinnon, Chief Negotiator and Associate Director (Acting) of Faculty Relations



Witnessed by  
Geoff Williams  
Director, Office of Faculty Relations

On Behalf of Teaching Assistants' Union of Memorial University of Newfoundland



Ripon Karmaker, President, TAUMUN

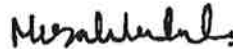


Hassan Husseini, Chief Negotiator



Ridwan Hossein, TAUMUN  
Bargaining Team Member

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Arindam Sikdar, TAUMUN  
Bargaining Team Member

