



**COLLECTIVE AGREEMENT**

**Between**

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

**And**

**LECTURERS' UNION of MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND**

**On behalf of**

**PER COURSE INSTRUCTORS  
MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

**March 27, 2014 – August 31, 2016**

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## **ARTICLE 1 – Preamble**

- 1.01 The University and LUMUN recognize the important contribution of Per Course Instructors to the University in the achievement of its 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 Per Course Instructors, represented by the Lecturers’ 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.

## **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) “Academic Unit” shall mean an Academic Department, School, non-departmentalized Faculty, Grenfell Campus Division, Faculty of Medicine Division, the Fisheries and Marine Institute, to which one (1) or more Per Course Instructors have their appointment. For Per Course Instructors at Grenfell Campus who are not members of a Division, the Academic Unit shall be Grenfell Campus. For Per Course Instructors in the Faculty of Medicine who are not members of a Division, the Academic Unit shall be the Faculty.
- (c) “Adjunct Professor” shall mean an individual who is normally external to the University and who normally holds educational qualifications and academic experience appropriate for appointment as an academic staff member in the academic unit to which the appointment is made.
- (d) “Administrative Head” shall mean the head of an Academic Department, Grenfell Campus Division, or the Dean or Director of an Academic Unit or any University employee authorized to act on his or her behalf. In the Faculty of Medicine, the Administrative Head shall mean the Associate Dean of the Division of Community Health and Humanities or Bio-Medical Science. For Per Course Instructors who are neither members of the Division of Community Health and Humanities nor Bio-Medical Science, the Administrative Head shall be the Vice-

Dean. For Per Course Instructors at the Fisheries and Marine Institute, the Administrative Head shall be the Associate Vice-President (MI) Academic and Student Affairs. For Per Course Instructors at Grenfell Campus who are not members of a Division, the Administrative Head shall be the Associate Vice-President (Grenfell Campus), Academic.

- (e) "Agreement" refers to the Collective Agreement entered into between the University and the Union.
- (f) "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.
- (g) "Day" shall mean a weekday when the University is open for administrative business unless otherwise stated in this Collective Agreement.
- (h) "Distance Education" shall mean the teaching of a course section where its mode of delivery is completely online or in traditional correspondence when the instructor is not in the physical presence of the students.
- (i) "Per Course Instructor," 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 December 21, 2006.
- (j) "President" shall mean the President of the University or any University employee authorized to act on his or her behalf.
- (k) "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.
- (l) "Shall" means that the action is mandatory.
- (m) "Union" shall be the Lecturers' Union of Memorial University of Newfoundland (LUMUN).
- (n) "University" shall mean the Memorial University of Newfoundland as defined in the *Memorial University Act*.
- (o) "Visiting Professor" shall mean an individual who is on leave from another institution and who is appointed to the University for a period of up to two (2) academic years to collaborate with faculty members at the University. These appointments are not subject to the MUN-MUNFA Collective Agreement.

- 3.02 When a word in the singular number or either gender is used in this Collective Agreement, it shall be construed as if the plural number of the other gender has been used and vice-versa where the context requires.

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

- 4.01 Further to the Order issued by the Labour Relations Board of the Province of Newfoundland and Labrador, dated December 21, 2006, the University recognizes the Union as the exclusive bargaining agent for all employees of Memorial University of Newfoundland employed as Per Course Instructors to teach two courses or less per semester on a limited term basis on the campuses of the employer in the Province of Newfoundland or by distance education to the students of Memorial University of Newfoundland, save and except employment subject to the terms of a Collective Agreement between Memorial University of Newfoundland and the Memorial University of Newfoundland Faculty Association.
- 4.02 The parties agree that Per Course Instructors employed by Memorial University of Newfoundland on the campus of Cape Breton University to teach two courses or less per semester on a limited term basis are included in the bargaining unit.

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

- 5.01 The University shall advise new Per Course Instructors in their letter 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 letter 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 to the Union copies of all letters of appointment at the same time that they are provided to Per Course Instructors.
- 5.03 The University shall invite recently appointed Per Course Instructors to participate in an orientation program.
- 5.04 At the Per Course Instructor's request, the instructor shall be permitted to have a Union representative present at any meeting with the University concerning a matter arising out of the Collective Agreement.
- 5.05 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.

## **Dues Check-Off**

- 5.06 The University agrees to deduct on a biweekly basis the dues or assessments of the Union from the salary of each Per Course Instructor.
- 5.07 The Union shall advise the Director of Faculty Relations in writing of the amount or rate of its biweekly dues or assessments. The University shall remit to the Union the amounts deducted within one (1) week following each biweekly pay day. Such remittance shall be accompanied by a list sent electronically that includes the name, employee identification number and academic 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 the fifth week of each academic term. Such list shall include name, academic unit, teaching assignment, seniority, and payment. Subject to availability, the University shall provide the mailing address, telephone number and Memorial University e-mail address of each Per Course Instructor. Notification of changes to appointments shall be made within 15 days of any such change. The University shall also provide the Union with a list of employees in the bargaining unit appointed under clause 13.08 of the Agreement. The confidentiality of personal information shall be protected by the Union and the information shall only be used for communication with bargaining unit members necessary for their representation and shall not be shared with any third party.
- 5.09 The University will post the text of the Collective Agreement on its website and the Office of Faculty Relations will provide a printed copy to any Per Course Instructor on request. A copy of the Collective Agreement shall be made available in the administrative office(s) of each academic unit.
- 5.10 The University shall host the Union's website.

## **Office Space and Facilities**

- 5.11 In order to facilitate the administration of the collective agreement, the University shall make available to the Union, without charge, office space that is accessible to persons with disabilities.
- 5.12 Postal and telephone service will be provided on a cost recovery basis. Printing, computing services, use of audio visual equipment and internal mail service shall be provided to the Union on the same basis and at the same rates as it is provided to Academic Units.

- 5.13 The University shall provide the Union with access to meeting rooms for the purpose of holding membership meetings, subject to availability of space.

#### **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, interference, restriction, intimidation or coercion with respect to any Per Course Instructor 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; 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 Per Course Instructor 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 defence 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 Per Course Instructor 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 Per Course Instructor's employment, the University, Union and Per Course Instructor shall meet to explore the required 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 Per Course Instructor 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 Article 17 – Grievance Procedure.
- 7.07 A Per Course Instructor alleging that he or she has been sexually harassed shall pursue the matter in accordance with the University-Wide Procedures for Sexual Harassment Complaints and Concerns. This shall not preclude a Per Course Instructor from filing a grievance in accordance with Article 17 – 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 this Collective Agreement.
- 8.02 During a strike or lockout of another University bargaining unit, Per Course Instructors 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. One representative of each of the Parties shall be from Grenfell Campus.
- 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 communication 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, at least seven (7) days prior to the next 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 non-voting delegate to meetings of the Senate.

### **St. John's Campus**

11.02 The University agrees to the principle of Per Course Instructor participation on committees in academic units, subject to constitutions and by-laws of academic units, the terms of reference of the committee, the University Conflict of Interest policy, and relevance of the committee to the duties and responsibilities of the Per Course Instructor.

- (a) To be eligible to serve on a committee, a Per Course Instructor shall be on the seniority list in an academic unit and normally will hold a per course teaching appointment at the time she or he wishes to participate.
- (b) Participation shall also be subject to the following:
  - i. It shall be voluntary, without remuneration, and at the request of a Per Course Instructor;
  - ii. It shall not constitute part of the Per Course Instructor's assigned duties and responsibilities as per Article 14; and
  - iii. It shall not be unreasonably denied.

### **Grenfell Campus**

11.03 The University agrees to the principle of Per Course Instructor participation on Academic Council and its committees, subject to its Constitution and By-laws, the University Conflict of Interest policy, and relevance of the committee to the duties and responsibilities of the Per Course Instructor.

- (a) To be eligible to serve on a committee, a Per Course Instructor shall be on the seniority list in an academic unit and normally will hold a per course teaching appointment at the time she or he wishes to participate.
- (b) Participation shall also be subject to the following:
  - i. It shall be voluntary, without remuneration, and at the request of a Per Course Instructor;
  - ii. It shall not constitute part of the Per Course Instructor's assigned duties and responsibilities as per Article 14; and

- iii. It shall not be unreasonably denied.

## **ARTICLE 12 – Seniority**

- 12.01 Seniority shall operate on an Academic Unit basis and shall be based on the number of courses or equivalents taught within the Academic Unit as a Per Course Instructor.
- 12.02 A Per Course Instructor shall be on probation in an Academic Unit until she or he has taught three (3) courses or equivalent within the Academic Unit as Per Course Instructor and has taught in at least three (3) semesters within a six (6) year period.
- 12.03 A Per Course Instructor who does not meet the criteria in clause 12.02 shall no longer have probationary status.
- 12.04 Following the successful completion of the probationary period, a Per Course Instructor will be notified that she/he has been placed on the seniority list for the Academic Unit with credit for courses taught during the probationary period.
- 12.05 Effective September 1, 2012, a Per Course Instructor on the seniority list appointed to a teaching term appointment at the University under the terms of the collective agreement with the Memorial University of Newfoundland Faculty Association shall receive credit for one course per semester as a teaching term appointee. Such credits will be recorded as they are earned.
- 12.06 At least once each semester, no later than the end of the fifth week of lectures, the University shall provide the Union with a list of Per Course Instructors in each academic unit who are on the seniority list and who are on probation. Such list shall be in electronic format. It shall include course names and numbers, and the number of sections or equivalents taught by each Per Course Instructor within the academic unit. This listing will be used for offers of appointment for the next semester.
- 12.07 A Per Course Instructor shall be removed from the seniority list if:
  - (a) she or he has been dismissed for just cause and not reinstated; or
  - (b) she or he has not taught a course at the University as a Per Course Instructor within the last three years.

At the Union's written request and with the agreement of the University, a one (1) year extension to the three (3) year period may be granted in exceptional circumstances. Such requests shall be submitted with supporting documentation to the Director of Faculty Relations and shall not be unreasonably denied.

## **ARTICLE 13 – Appointments**

- 13.01 When the Administrative Head determines that a course is available to be taught by a Per Course Instructor, the position shall be posted electronically and may be concurrently advertised elsewhere. The University shall concurrently email the Union copies of all postings. The postings(s) shall be for a minimum of ten (10) days except where this is not possible due to emergency circumstances.
- 13.02 Appointments available for Per Course Instructors shall normally be posted no later than October 30 for the Winter semester, no later than February 28 for the Spring/Intersession/Summer semester, and no later than June 30 of each year for the Fall semester.
- 13.03 Postings shall include, but are not limited to, the nature of the position, the application deadline and the requirements for the position including academic and professional qualifications and experience.
- 13.04 Applications in response to postings shall be submitted electronically or in writing to the Administrative Head.
- 13.05 In accordance with the provisions of the Collective Agreement in Article 12, persons applying for a posting shall have seniority for the appointment based on the number of courses or equivalents previously taught in that academic unit of Memorial University, provided they meet the requirements for the position as outlined in the job posting. In the event that more than one applicant has equal seniority, the final determination will be made by the Administrative Head.
- 13.06 In the event a posted position is not filled through the posting procedure, including circumstances where there is no qualified applicant or no qualified applicant who is immediately available, the University may fill the position as it deems appropriate.
- 13.07 In the event of an emergency situation such as, but not limited to, resignation, death, serious illness, withdrawal of the assigned instructor, higher than anticipated student enrolment, or when an unanticipated position occurs, the University shall, where it is practicable in the circumstances to do so, choose first from the applicant pool in the original posting following the procedure in 13.05 above, which may result in a Per Course Instructor being assigned a second course. If there is no such applicant available, the University may fill the position as it deems appropriate.
- 13.08 The University, without posting and without following seniority, may assign:
- (a) Adjunct Professors or Visiting Professors up to ten (10) courses in an academic year;
  - (b) Postdoctoral fellows, up to twenty (20) courses in an academic year;

- (c) Postdoctoral fellows, up to two (2) graduate courses in an academic year;
- (d) Graduate students, during their program at the University, up to the percentage of per course appointments filled by graduate students during the preceding academic year; and
- (e) notwithstanding (d), doctoral students, up to five (5) courses in an academic year.

13.09 When a new graduate program is approved by Senate or modifications to an existing graduate program are approved by Senate, the percentage of per course appointments filled by graduate students may increase in accordance with academic requirements of such programs. The University shall inform and consult with the Union on such developments in a timely manner.

13.10 All offers of employment to Per Course Instructors are conditional upon sufficient student enrolment in the course.

13.11 Per Course Instructors shall be notified of their appointments in writing.

13.12 Where the current practice of cross-listing a specified course between departments is discontinued, the University shall consult with the Union with respect to seniority rights and the parties shall deal with the seniority issues that arise on a case-by-case basis.

#### **ARTICLE 14 – Duties and Responsibilities**

14.01 All Per Course Instructors have certain duties and responsibilities that derive from their positions as teaching scholars and that includes a professional duty to develop and maintain their scholarly competence and effectiveness as teachers.

14.02 The duties and responsibilities of Per Course Instructors include course preparation and delivery and student evaluation and consultation, recognizing that there are approved non-standard teaching formats (including but not limited to Laboratory Courses, and intern, clinical, thesis and other academic supervision of undergraduate and graduate students in the Academic Unit). These duties and responsibilities shall be discharged in accordance with all regulations, resolutions, guidelines and policies of the University, including those of the Academic Unit as follows:

- (a) Per Course Instructors shall attend any orientation sessions or meetings relating to the delivery of their assigned courses and teach their courses in accordance with course descriptions in the University Calendar and the schedule shown in the approved timetable. When it is not reasonably practicable for the Per Course Instructor to attend such orientation sessions or meetings, alternative arrangements may be made in consultation with the Administrative Head.

- (b) Per Course Instructors shall inform their students of the methods and planned schedule of evaluation in their courses. Per Course Instructors shall, by the end of the second week of classes, provide the Administrative Head with information describing their current courses, including course outlines, methods of evaluation, bibliography (if appropriate), planned schedule of evaluation and student consultation arrangements, and upon request, instruments of evaluation and any material required for external accreditation purposes.
- (c) Per Course Instructors shall schedule and be available on campus for individual consultation with students at reasonable times outside of scheduled teaching hours for not less than two (2) hours per course per week (prorated for portions of courses) or shall make such other arrangements as may be agreed to in writing by the Administrative Head. Per Course Instructors shall make these arrangements known to their students in writing not later than six (6) days after the start of lectures in a semester or three (3) days after the start of lectures in Intersession or Summer Session. In the case of Per Course Instructors teaching distance education courses, such consultation may be conducted by distance technology.
- (d) Per Course Instructors shall examine or otherwise evaluate students in courses and programmes for which they are responsible. This includes the evaluation of student work within a reasonable period of time after its submission, its demonstration or its performance and acceptance of a fair and equitable share of grading or marking in team-taught or multi-section courses with a common final examination. When such examination or other evaluation must be undertaken following the end of the appointment, it shall be the responsibility of the Administrative Head to arrange for the evaluation at no expense to the Per Course Instructor.

## **ARTICLE 15 – Evaluation**

- 15.01 Evaluation of Per Course Instructors by the Administrative Head may be carried out from time to time, but there shall be no more than three (3) such evaluations per instructor per semester unless mutually agreed upon between the instructor and the Administrative Head.
- 15.02 The primary purposes of evaluation are to improve the quality of teaching, to provide feedback and guidance and to ensure that Per Course Instructors meet their professional duty to develop and maintain their scholarly competence and effectiveness as teachers.
- 15.03 Evaluations shall relate to the duties and responsibilities referenced in Article 14 and may include consideration of timelines in attendance to duties and adherence to the regulations, resolutions, guidelines and policies of the University including those of the Academic Unit.

- 15.04 Evaluations of instructional effectiveness may include consideration of results of Senate-approved student evaluations, review of course and program content, in-class reviews and substantiated student reports on teaching.
- 15.05 Per Course Instructors shall be given no less than five (5) days' notice that an in-class, face-to-face, or electronically monitored (e.g. via teleconference, videotaped) evaluation is to take place.
- 15.06 Every reasonable effort shall be made to conduct in-class, face-to-face, or electronically monitored evaluations at a mutually agreed on time.
- 15.07 During his or her first semester teaching at the University, a Per Course Instructor may make a written request for an in-class review for the purpose of obtaining feedback and guidance on teaching practices, which shall be scheduled for a class mutually agreed between the Instructor and the Administrative Head.
- 15.08 Course Evaluation Questionnaires shall be conducted in accordance with Senate policies and procedures.
- 15.09 The results of evaluations will be shared with the Per Course Instructor, treated in a confidential manner, and placed in the Per Course Instructor's official employee file in accordance with the provisions of Article 19.04 of this Collective Agreement.

## **ARTICLE 16 – Discipline and Dismissal**

- 16.01 No Per Course Instructor 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 Per Course Instructor for the purpose of communicating disciplinary action(s), the University will provide the Per Course Instructor 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 Per Course Instructor to secure such representation. The Per Course Instructor 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 Per Course Instructor's official employee file.

- 16.05 The Per Course Instructor 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 Per Course Instructor in regard to an allegation of sexual harassment shall be in accordance with the University-Wide Procedures for Sexual Harassment Complaints and Concerns, 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 Per Course Instructor 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 Per Course Instructor.
  - (ii) **Group Grievance:** The complaint of two or more Per Course Instructors.
  - (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 or more academic 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 Per Course Instructor 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. When this is not possible, 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 teaching duties acceptable to the Administrative Head. When this is not possible, the Administrative Head 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 At the St. John's campus, the grievance procedure shall be as follows:

**Step 1**

A Per Course Instructor, together with his or her Union Representative shall, within thirty (30) days of the date the instructor knew or ought reasonably to have known of the occurrence of the matter giving rise to the grievance, submit the grievance in writing to the Administrative Head.

The Administrative Head shall render a written reply within twenty (20) days of receipt of the grievance, following a meeting of the Parties if either Party considers a meeting to be necessary. In a departmentalized unit, the Administrative Head shall also consult with the Dean of the Faculty prior to rendering a written reply.

**Step 2**

If the decision rendered by the Administrative Head at Step 1 is unsatisfactory to the Union, and the Union decides to continue the grievance, the grievance shall be submitted in writing to the Provost & Vice-President (Academic) within fifteen (15) days. The Provost & Vice-President (Academic) shall convene a grievance resolution meeting of the two Parties who shall make a good faith effort to resolve the grievance. The Provost & Vice-President (Academic) shall render a reply within fifteen (15) 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 Provost & Vice-President (Academic) in writing of its intent to submit the grievance to arbitration within twenty (20) days of the Union receiving the reply at Step Two.

17.11 At Grenfell Campus, the grievance procedure shall be as follows:

### **Step 1**

A Per Course Instructor, together with his or her Union Representative shall, within thirty (30) days of the date the instructor knew or ought reasonably to have known of the occurrence of the matter giving rise to the grievance, submit the grievance in writing to the Administrative Head.

The Administrative Head shall render a written reply within twenty (20) days of receipt of the grievance, following a meeting of the Parties if either Party considers a meeting to be necessary. The Administrative Head shall also consult with the Associate Vice-President (Grenfell) Academic prior to rendering a written reply.

### **Step 2**

If the decision rendered by the Administrative Head at Step 1 is unsatisfactory to the Union, and the Union decides to continue the grievance, the grievance shall be submitted in writing to the Vice-President (Grenfell Campus) within fifteen (15) days. The Vice-President (Grenfell) shall convene a grievance resolution meeting of the two Parties who shall make a good faith effort to resolve the grievance. The Vice-President (Grenfell) shall render a reply within fifteen (15) 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 Vice-President (Grenfell) in writing of its intent to submit the grievance to arbitration within twenty (20) days of the Union receiving the reply at Step Two.

## **University Grievances**

17.12 The Provost & Vice-President (Academic) or Vice-President (Grenfell) 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 Provost & Vice-President (Academic) or Vice-President (Grenfell) 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 of the grievor and other witnesses whose attendance is required at the arbitration. When this is not possible, 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 teaching duties acceptable to the Administrative Head. Where this is not possible, the Administrative Head 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 official employee file which shall be maintained by and located in the Department of Human Resources.
- 19.02 Upon request, a Per Course Instructor 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 Per Course Instructor's official file may be made available to the Instructor, on request.
- 19.03 A Per Course Instructor 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 Per Course Instructor 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 Per Course Instructor. A Per Course Instructor 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. Per Course Instructors 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 Records of discipline shall be removed from a Per Course Instructor's official employee file after thirty-six (36) calendar months from the date of such discipline, provided no other disciplinary offense that resulted in a written record of discipline was committed during that period.
- 19.06 In the case of a graduate student who is also a Per Course Instructor, all documents relating to the student's employment as a Per Course Instructor shall be kept separate from the student's academic file.

## **ARTICLE 20 – Academic Freedoms and Responsibilities**

- 20.01 All Per Course Instructors 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 does it preclude commitment. Rather, it makes commitment possible.
- 20.03 The parties agree to uphold the right of Per Course Instructors to teach, to learn, to engage in scholarly activity, to publish, to comment, to criticize, to examine, to question, to acquire and disseminate knowledge, to create, and to perform; all of these without deference to prescribed doctrine.
- 20.04 Per Course Instructors with primary responsibility for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course, in accordance with the course description in the University calendar, and subject to the regulations, resolutions, guidelines and policies of the University, including those of the Academic Unit.
- 20.05 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.
- 20.06 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base one's teaching and scholarly activities on an honest search for knowledge. In exercising the freedom to comment and criticize, Per Course Instructors 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.
- 20.07 Academic freedom does not confer legal immunity, nor does it diminish the obligations of Per Course Instructors to fulfill the duties and responsibilities of their appointments. Per Course Instructors 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.

- 20.08 Per Course Instructors retain all their freedom as citizens to express themselves. The University accepts no responsibility for such expressions and shall exercise no censorship. In statements outside the University, Per Course Instructors shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether a Per Course Instructor was speaking on behalf of the University, the Per Course Instructor shall issue a disclaimer.

## **ARTICLE 21 – Intellectual Property Rights**

- 21.01 Per Course Instructors shall retain copyright to intellectual property created in the course of their employment. In cases where the University commissions a Per Course Instructor to produce or create intellectual property, copyright and royalties will be determined by agreement between the Per Course Instructor and the University and reflected in a written contract between the Per Course Instructor and the University and, if applicable, a third party.

## **ARTICLE 22 – Other Employment and Activities**

- 22.01 The parties recognize that other employment and professional activities may enhance the reputation of the University and the professional, scholarly and scientific competence of the Per Course Instructor.
- 22.02 The parties recognize the part-time nature of Per Course appointments and the freedom of Per Course Instructors to engage in other employment, professional, scholarly or scientific activities.
- 22.03 Accepting a Per Course appointment from the University shall not restrict the Per Course Instructor from engaging in other employment, professional, scholarly or scientific activities, provided such employment or activities do not conflict with the performance of the duties and responsibilities of the Per Course Instructor and further provided that the Per Course Instructor shall not represent himself or herself as acting on behalf of the University, unless specifically authorized to do so. However, nothing shall prevent the Per Course Instructor from stating the nature of his or her appointment with the University.
- 22.04 Should outside activities involve the use of University employees, facilities, equipment, supplies or services, such use shall be subject to the prior written approval of the Administrative Head. The request for approval shall include information on the nature and scope of outside activities for which support is requested. If approval is granted, the charges for such employees, facilities, equipment, supplies or services shall be at the prevailing rates unless the

Provost & Vice-President (Academic), or at Grenfell Campus, the Vice-President (Grenfell), agrees in writing, to waive all or part of the charges.

### **ARTICLE 23 – Credit Courses**

- 23.01 A Per Course Instructor may register for or audit one (1) credit course at the University during each semester that she or he is employed as a Per Course Instructor. Financial assistance is limited to the cost of tuition fees for one (1) three-credit hour University course as set by the Office of the Registrar, St. John's Campus. This provision shall not be used to reduce program fees for graduate students registered at the University. This provision shall not apply to Per Course Instructors hired in accordance with clause 13.08(c).
- 23.02 In the event a Per Course Instructor on the seniority list does not register for a course offered during the semester in which she or he is employed (as per clause 23.01), the Per Course Instructor may register for one (1) three-credit University course to be taken during the semester that immediately follows their most recent Per Course Instructor appointment, in accordance with the provisions of 23.01.
- 23.03 In order to qualify under clause 23.02, course registration shall occur in the semester in which the Per Course Instructor holds a per course appointment but no later than the last day of the exam period in that semester. All Per Course Instructors availing of this benefit are subject to the same procedures and regulations administered by the Department of Human Resources as other current employees.

### **ARTICLE 24 – Expenses and Access to Facilities**

- 24.01 Per Course Instructors who are required to use their personal vehicles for University business shall be reimbursed in accordance with University Travel Guidelines.
- 24.02 The University shall use its best efforts to provide Per Course Instructors with access to appropriate office space.
- 24.03 The University shall provide Per Course Instructors with access to library facilities while they are members of the bargaining unit.
- 24.04 Per Course Instructors shall be provided with a University email address and have reasonable access to University email, postal, printing, duplication, computer lab access, and classroom support services necessary for the performance of their duties.

- 24.05 The University shall use its best efforts to post to its website a list of Per Course Instructors' office locations, email addresses and telephone numbers by the end of the third week of a teaching semester.
- 24.06 Per Course Instructors assigned to teach a course by distance education shall be provided with a per course expense allowance of \$150.
- 24.07 Per Course Instructors shall use an official University email address in the course of their employment related duties.

## **ARTICLE 25 – Health and Safety**

- 25.01 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.
- 25.02 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 Per Course Instructors appointed as the representative on the University Health and Safety Committee. The Per Course Instructor shall receive a payment of \$75 for each University Health and Safety Committee meeting attended.
- 25.03 At the St. John's Campus, the Union shall be entitled to one seat on each Health and Safety Building Committee established in those buildings where Per Course Instructors teach and those representatives shall receive a payment of \$25 for each such meeting attended.
- 25.04 At the Grenfell Campus, the Union shall be entitled to one seat on the campus-wide Joint Health and Safety Committee in accordance with the established practices, procedures and applicable legislation.
- 25.05 At the commencement of each semester, the Union shall provide the University with written notification of the name of the Per Course Instructor appointed as the representative on the Grenfell Campus Joint Health and Safety Committee. The Per Course Instructor shall receive a payment of \$75 for each Grenfell Campus Health and Safety Committee meeting attended.

- 25.06 The University shall advise Per Course Instructors and the Union of hazards known to the University and associated with the Per Course Instructor's work and workplace. Similarly, Per Course Instructors 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 Administrative Head. Per Course Instructors shall take reasonable care to protect their own health and safety and that of workers and other persons at or near the workplace.
- 25.07 A Per Course Instructor 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 instructor's satisfaction; the Building Health and Safety Committee, or at Grenfell campus, the Joint Health and Safety Committee, has investigated the matter and advised the instructor to return to work; or a government-appointed occupational health and safety officer has investigated the matter and advised the instructor to return to work.
- 25.08 The University shall not take disciplinary action against a Per Course Instructor and a Per Course Instructor shall not suffer any loss of wages or benefits because he or she has reasonably refused to perform work under Clause 25.07.

#### **ARTICLE 26 – Designated University Holidays**

- 26.01 Per Course Instructors 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
- 26.02 Should any of these holidays fall on a Saturday or Sunday, the University shall declare a contiguous workday as the holiday.

## **ARTICLE 27 – Leaves**

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

27.01 A Per Course Instructor may be absent without loss of pay or benefits for up to three (3) teaching hours per course per semester, because of illness or family responsibilities of the instructor. In such cases, the Per Course Instructor shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled teaching duties acceptable to the Administrative Head. Where this is not possible, the Administrative Head shall make such arrangements. The Per Course Instructor will notify the Administrative Head in advance with as much notice as possible of any absence.

### **Bereavement Leave**

27.02 A Per Course Instructor is entitled to bereavement leave of three (3) consecutive days without loss of pay or benefits in the event of the death of the instructor's spouse, child (including stepchild 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 or son-in-law or a relative permanently residing in the same household. In such cases the Per Course Instructor shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled teaching duties acceptable to the Administrative Head. Where this is not possible, the Administrative Head shall make such arrangements. The Per Course Instructor will notify the Administrative Head 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**

27.03 A Per Course Instructor is entitled to a leave of absence without pay of up to eight (8) weeks or to the end of his or her appointment, whichever occurs first, to provide care or support to a family member of the instructor 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. The Per Course Instructor shall accrue seniority during any such period of leave.

27.04 The Per Course Instructor 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 instructor shall include in that written notice the length of the leave that the instructor 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.

27.05 For the purposes of compassionate care leave, the term “family member” in relation to the instructor, means: (i) a spouse or cohabiting partner of the instructor, (ii) a child of the instructor or of the instructor’s spouse or cohabiting partner, (iii) a parent of the instructor or a spouse or common law partner of the parent; and any other persons defined as a “family member” for the purposes of compassionate care leave in the Labour Standards Regulations under the *Labour Standards Act*, RSNL 1990, cL-2, as amended from time to time.

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

27.06 A Per Course Instructor is entitled to Pregnancy, Parental and, Adoption Leave without pay in accordance with the *Labour Standards Act*, R.S.N.L. 1990, c L-2, as amended from time to time. Such leaves will be granted without regard to the statutory 20-week service requirement. Per Course Instructors are entitled to a leave until the end of the appointment and shall accrue seniority during any such period of leave.

27.07 Where, prior to giving notice of intention to commence pregnancy, parental or adoption leave, a Per Course Instructor has accepted an offer of a per course appointment for the following semester, the Per Course Instructor shall be provided leave without pay for duration of the following semester and shall accrue seniority during any such period of leave.

### **Reservists Leave**

27.08 A Per Course Instructor 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. Per Course Instructors are entitled to a leave until the end of the appointment and shall accrue seniority during any such period of leave.

### **Court Leave**

27.09 In cases where a Per Course Instructor 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 instructor shall, upon written request to the Administrative Head, 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**

27.10 The University agrees to provide the Union by September 15 of each year an amount equivalent to the Per Course Instructor base salary payment for three (3) course sections for the purpose of administering the Collective Agreement.

- 27.11 The President of the Union (or designate) may, without loss of seniority, decline an offer by the University to teach a course section. No more than one section per semester, to a maximum of two (2) sections per year, may be declined under this clause.
- 27.12 The University and the Union shall make every reasonable effort to schedule negotiating sessions at times that do not interfere with the Per Course Instructor'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 Per Course Instructor shall make every reasonable effort to arrange an exchange or substitution for her or his scheduled teaching duties acceptable to the Administrative Head. When this is not possible, the Administrative Head shall make such arrangements.

## ARTICLE 28 – Salaries

28.01 Per Course Instructor salaries shall be as follows, based on a three (3) credit hour course (4% vacation pay included):

Effective Date	Per Course Instructor Base Salary	Following completion of nine courses or equivalent in an Academic Unit	Following completion of eighteen courses or equivalent in an Academic Unit
September 1, 2012	\$4755		
September 1, 2013	\$4755		
September 1, 2014	\$4850	\$5025	\$5200
September 1, 2015	\$5000	\$5175	\$5350

28.02 Effective September 1, 2014, Per Course Instructors teaching a course via distance education payment shall be paid in accordance with clause 28.01.

28.03 Course Cancellation Payment: If a course is cancelled or an appointment is revoked after a Per Course Instructor has received his or her letter of appointment, the following fee shall be paid to the Per Course Instructor:

- (a) \$300 to an Instructor who has previously taught the course; or
- (b) \$500 to an Instructor who has not previously taught the course.

Cancellation payments shall be prorated for portions of courses.

28.04 Normally, Per Course Instructors shall be paid no later than the first regular pay day following the start of each semester. Payments shall be made in bi-weekly installments during the period of the appointment and shall be by direct deposit in the account of the Per Course Instructor at the Canadian banking institution of his or her choice. An electronic pay statement shall be made available and include all deductions made from the Per Course Instructor's pay.

28.05 No deductions, except those required by law, shall be made from a Per Course Instructor's pay without his or her written authorization. In the event an error is made by the University that results in an overpayment to a Per Course Instructor, the University will contact the individual in writing to discuss a reasonable repayment schedule, subject to CRA and University budgetary guidelines. The Per Course Instructor shall have the right to consult a LUMUN representative before a decision is made.

#### **ARTICLE 29 – Duration**

29.01 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) calendar days and not less than thirty (30) calendar days before August 31, 2016 or not more than ninety (90) calendar days and not less than thirty (30) calendar 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.

29.02 Within twenty-one (21) calendar days of receipt of the notice to bargain, or a further time that the Parties may agree upon, the Parties shall notify each other in writing of the names of their Negotiating Committee members and shall begin negotiations for a new Collective Agreement.

## **APPENDIX A**

### **LABOUR RELATIONS BOARD ORDER**

5066

**IN THE MATTER OF**

**Labour Relations Act**

- and -

**Lecturers' Union of Memorial University  
of Newfoundland**

**Applicant**

- and -

**Memorial University of Newfoundland**

**Respondent**

**WHEREAS** pursuant to the Labour Relations Act, an application for certification as bargaining agent for a unit of employees of Memorial University of Newfoundland has been received from the Applicant by the Labour Relations Board;

**AND WHEREAS** following investigation, consideration of the representations of the interested parties and a vote, the Board has determined the unit described hereunder to be appropriate for collective bargaining and has satisfied itself that a majority of employees of the employer comprising such unit have selected the applicant trade union to be their bargaining agent;

**NOW THEREFORE** it is hereby ordered by the Labour Relations Board that Lecturers' Union of Memorial University of Newfoundland be and it is hereby certified to be the bargaining agent for a unit of employees of Memorial University of Newfoundland employed as per course instructors to teach two courses or less per semester on a limited term basis on the campuses of the employer in the Province of Newfoundland or by distance education to the students of Memorial University of Newfoundland, save and except employment subject to the terms of a Collective Agreement between Memorial University of Newfoundland and the Memorial University of Newfoundland Faculty Association.

**THE** official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 21<sup>st</sup> day of December, 2006

  
Chief Executive Officer

## **APPENDIX B**

### **University–Wide Procedures for Sexual Harassment Complaints (2001)**

The University-Wide Procedures for Sexual Harassment Concerns and Complaints are located on the University's web site:

<http://www.mun.ca/policy/site/procedure.php?id=348>

## **APPENDIX C**

### **LETTER OF UNDERSTANDING: GENERAL LIABILITY POLICY**

December 7, 2008

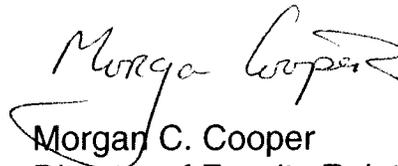
Ms. Lesley Thompson  
President, LUMUN

Dear Ms. Thompson,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

Per Course Instructors will be covered under the University's comprehensive general liability policy. The University will provide the Union with a copy of such policy on request.

Sincerely,

A handwritten signature in black ink that reads "Morgan C. Cooper". The signature is written in a cursive style with a large, sweeping initial "M".

Morgan C. Cooper  
Director of Faculty Relations & Chief Negotiator

## **APPENDIX D**

### **LETTER OF UNDERSTANDING: EMPLOYMENT EQUITY REPORT**

February 27, 2013

Dr. Robert Lewis  
President, LUMUN

Dear Dr. Lewis,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

Effective December 20, 2013, the University will provide employment equity reports to LUMUN no later than December 20 for Fall semester, April 30 for Winter semester, and August 31 for Spring, Intersession and Summer semesters. The reports shall include aggregate employment equity data on the percentage of Per Course Instructors who are women and the percentage of Per Course Instructors who have self-identified as visible minorities, aboriginal people and persons with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Wyse". The signature is fluid and cursive, with a large initial "A" and "W".

Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX E**

### **LETTER OF UNDERSTANDING: SALARY VARIANCE**

December 7, 2008

Ms. Lesley Thompson  
President, LUMUN

Dear Ms. Thompson,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

The University may, in special circumstances, pay Per Course Instructors more than the amounts specified in the collective agreement, but only with the prior written consent of LUMUN.

Sincerely,

A handwritten signature in black ink that reads "Morgan C. Cooper". The signature is written in a cursive style with a large, sweeping initial "M".

Morgan C. Cooper  
Director of Faculty Relations & Chief Negotiator

## **APPENDIX F**

### **LETTER OF UNDERSTANDING: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

December 11, 2013

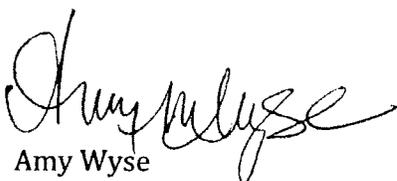
Ms. Martha Wells  
President, LUMUN

Dear Ms. Wells:

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

Per Course Instructors shall be provided access to the University's Employee Assistance Program (EAP), subject to the access being initiated in the semester in which they hold a per course appointment. Such access shall be granted for the period of this Collective Agreement and on the same basis as other qualifying employees of Memorial University of Newfoundland. The terms of the University's EAP may change, be altered, or discontinued at any time. In the event that modifications are made to the University's EAP, they shall be communicated in advance to the Union.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy Wyse".

Amy Wyse  
Acting Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX G**

### **LETTER OF UNDERSTANDING: SCHEDULING and INVIGILATION of DISTANCE EXAMS**

January 31, 2013

Dr. Robert Lewis  
President, LUMUN

Dear Dr. Lewis,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining regarding the scheduling and invigilation of term and final examinations for courses taught through distance education.

Per Course Instructors who are permanently based in the St. John's area are required to invigilate examinations being written by students at the St. John's campus for distance education courses that they are appointed to teach. The University shall provide reasonable advance notice to Per Course Instructors regarding the date, time and location of term examinations. Normally, term examinations shall be scheduled in a week determined by the Per Course Instructor, subject to the academic regulations in the University Calendar. The Office of the Registrar is responsible for scheduling final examinations during the period specified in the University Diary.

In extenuating circumstances, a Per Course Instructor may request that the University make alternate arrangements for the invigilation of distance education exams. Such requests shall not be unreasonably denied. In such circumstances, a Per Course Instructor shall provide as much notice as possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amy Wyse".

Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX H**

### **LETTER OF UNDERSTANDING: ACCESS TO LIBRARY COLLECTIONS**

February 27, 2013

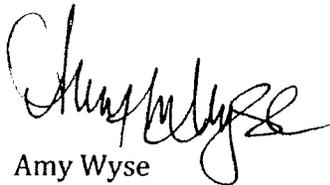
Dr. Robert Lewis  
President, LUMUN

Dear Dr. Lewis,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

The University shall provide Per Course Instructors with access to library collections, including e-journals (where permitted by the University's license), for a period of twelve months from the date of their most recent Per Course Instructor appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Wyse". The signature is fluid and cursive, with a large initial "A" and "W".

Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX I**

### **LETTER OF UNDERSTANDING: JOINT COMMITTEE on BENEFITS and COMPENSATION**

January 24, 2014

Ms. Martha Wells  
President, LUMUN

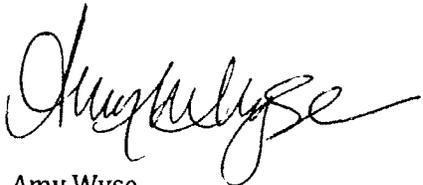
Dear Ms. Wells,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

The parties agree that within 90 days of ratification of this Collective Agreement by both parties, a joint committee composed of equal numbers of representatives of MUN and LUMUN will meet to begin a process of documenting the historical practices and internal comparators at the University regarding compensation and benefits for Per Course Instructors.

The Committee will also review and document benefits and compensation practices for part time university instructors at other Canadian universities.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Amy Wyse', with a stylized flourish at the end.

Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX J**

### **LETTER OF UNDERSTANDING: ONE-TIME PAYMENT**

January 24, 2014

Ms. Martha Wells  
President, LUMUN

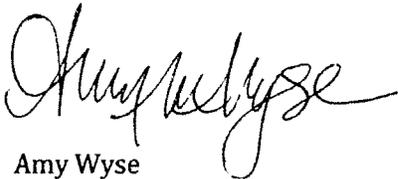
Dear Ms. Wells,

This is to confirm an agreement reached between the University and LUMUN during Collective Bargaining.

Effective the date of signing of this Agreement, each Per Course Instructor who taught a lecture course during the Spring 2013 semester, Fall 2013 semester or Winter 2014 semester shall receive a one-time payment of \$184 per three hour lecture course taught, prorated for portions of courses.

Effective the date of signing of this Agreement, each Per Course Instructor who taught a laboratory course during the Spring 2013 semester, Fall 2013 semester or Winter 2014 semester shall receive a one-time payment of \$212 per laboratory course taught, prorated for portions of courses.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Amy Wyse". The signature is fluid and cursive, with a large initial "A" and a long, sweeping tail.

Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

## **APPENDIX K**

### **LETTER OF UNDERSTANDING: DISTANCE EDUCATION COURSE RATES**

January 24, 2014

Ms. Martha Wells  
President, LUMUN

Dear Ms. Wells,

This is to confirm an agreement reached between the University and LUMUN during collective bargaining.

Notwithstanding clause 28.02, Per Course Instructors who, between the Winter 2010 and Fall 2013 (inclusive) semesters,

- i. have taught at least three (3) courses via distance education;
- ii. had a minimum of 47 students enrolled in each of these courses; and
- iii. were on the seniority list in the academic unit

shall be paid the greater of the amount in clause 28.01 or \$106 per student registered as of the last day to drop courses without financial penalty according to the University Calendar.

Per Course Instructors who are removed from the seniority list in accordance with clause 12.06, and who are subsequently reappointed, shall be paid in accordance with clause 28.01.

This agreement shall be in effect until August 31, 2020.

Yours sincerely,



Amy Wyse  
Associate Director & Chief Negotiator  
Office of Faculty Relations

**APPENDIX L**

**PROFESSIONAL DEVELOPMENT FUND FOR PER COURSE INSTRUCTORS  
AT ST. JOHN'S CAMPUS**

## **PROFESSIONAL DEVELOPMENT FUND FOR PER COURSE INSTRUCTORS AT ST. JOHN'S CAMPUS**

The Provost and Vice-President (Academic) shall establish an annual Professional Development Fund for Per Course Instructors of \$7,500 per year.

Normally, six awards to a maximum of \$500 each shall be approved in each of the Fall and Winter semesters and three awards to a maximum of \$500 each shall be approved in the Spring semester.

Unallocated funds shall be available in accordance with the following:

- Provide additional funding to successful applications where expenses may exceed \$500 and/or provide an additional award(s)
- Unused portions of up to \$1000 may be carried forward to the next release.

Once an application for funding is approved, the Per Course Instructor shall have up to 8 months from the date of approval to use the funds.

### Purpose of the Fund

Funds are used to support the presentation of papers (or creative works/performances) or participation in panels at academic conferences and/or attending relevant professional development opportunities.

Eligible expenses include registration fees, transportation, accommodation, and per diem, in accordance with the University's policy Travel – General.

### Eligibility Criteria

1. The Per Course Instructor shall be on the seniority list and shall hold a Per Course Instructor appointment at the time of application.
2. Per Course Instructors hired under clause 13.08 are not eligible.
3. The academic conference or relevant professional development opportunity must be related to the Per Course Instructor's employment history (as a Per Course Instructor at Memorial) and her or his usual teaching assignment.

### Approval Process

Applications shall be submitted to the Dean by September 15, January 15, or May 15. Eligible applications shall be forwarded to the Provost by September 30, January 30 or May 31.

Applications shall be approved by the Provost on the recommendation of the Dean.

In cases where demand for professional development funds exceeds the availability of funds, the Provost shall give priority to applications on the following basis:

1. Requests to present a paper at an academic conference or to present creative works or performances in an equivalent context
2. Requests to participate in a panel discussion at an academic conference
3. Applicants who have not previously received professional development funds
4. Applicants who have not previously received professional development funds in the past three years
5. If all of the above are equal, the applicant's seniority will be the deciding factor.

Successful applicants shall submit the requisite travel claim and supporting documentation (i.e. receipts) required by the Department of Financial and Administrative Services.

At no time shall the annual value of the Professional Development Fund exceed \$8,500.

**APPENDIX M**

**PROFESSIONAL DEVELOPMENT FUND FOR PER COURSE INSTRUCTORS  
AT GRENFELL CAMPUS**

## **PROFESSIONAL DEVELOPMENT FUND FOR PER COURSE INSTRUCTORS AT GRENFELL CAMPUS**

The Vice-President (Grenfell Campus) shall establish an annual Professional Development Fund for Per Course Instructors of \$500 per year.

Normally, one award to a maximum of \$500 shall be approved.

Unallocated funds shall be available in accordance with the following:

- Provide additional funding to a successful application where expenses may exceed \$500 and/or provide an additional award(s)
- Unused portions of up to \$1000 may be carried forward to the next release.

Once an application for funding is approved, the Per Course Instructor shall have up to 8 months from the date of approval to use the funds.

### Purpose of the Fund

Funds are used to support the presentation of papers (or creative works/performances) or participation in panels at academic conferences and/or attending relevant professional development opportunities.

Eligible expenses include registration fees, transportation, accommodation, and per diem, in accordance with the University's policy Travel – General.

### Eligibility Criteria

1. The Per Course Instructor shall be on the seniority list and shall hold a Per Course Instructor appointment at the time of application.
2. Per Course Instructors hired under clause 13.08 are not eligible.
3. The academic conference or relevant professional development opportunity must be related to the Per Course Instructor's employment history (as a Per Course Instructor at Memorial) and her or his usual teaching assignment.

### Approval Process

Normally applications shall be submitted to the Division Head by September 30; eligible applications shall be forwarded to the Vice-President (Grenfell Campus) by October 15. Subject to funding availability, applications may also be submitted to the Division Head by February 15; eligible applications shall be forwarded to the Vice-President (Grenfell Campus) by February 28.

Applications shall be approved by the Vice-President (Grenfell Campus) on the recommendation of the Division Head.

In cases where demand for professional development funds exceeds the availability of funds, the Vice-President (Grenfell Campus) shall give priority to applications on the following basis:

1. Requests to present a paper at an academic conference or to present creative works or performances in an equivalent context
2. Requests to participate in a panel discussion at an academic conference
3. Applicants who have not previously received professional development funds
4. Applicants who have not previously received professional development funds in the past three years
5. If all of the above are equal, the applicant's seniority will be the deciding factor.

Successful applicants shall submit the requisite travel claim and supporting documentation (i.e. receipts) required by the Department of Financial and Administrative Services.

At no time shall the annual value of the Professional Development Fund exceed \$1,500.

This final edited Collective Agreement signed at St. John's, Newfoundland and Labrador this 27th day of March, 2014 with effect from March 27, 2014.

On Behalf of Memorial University of  
Newfoundland

On Behalf of Lecturers' Union of  
Memorial University of Newfoundland

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Dr. Gary Kachanoski  
President and Vice-Chancellor

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Martha Wells, President, LUMUN

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Amy M. Wyse, Associate Director of  
Faculty Relations and Chief Negotiator

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Gail Lem, Chief Negotiator

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Witnessed by  
Mary J. McCarthy Mandville  
Director of Faculty Relations

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Dr. Robert Lewis, Secretary, LUMUN

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Witnessed by

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Witnessed by

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Witnessed by