



COLLECTIVE AGREEMENT

Between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

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

On behalf of

Postdoctoral Fellows

of

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

September 1, 2016 – August 31, 2020

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ARTICLE 1 – Preamble

- 1.01 The University and LUMUN recognize the important contribution of Postdoctoral Fellows to the University in the achievement of its stated mission. As members of the University’s research community, Postdoctoral Fellows make a significant contribution to research and enhance the stature of the University.

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 Postdoctoral Fellows, 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. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Postdoctoral Fellows.

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 academic Department, School, non-departmentalized Faculty, Faculty of Medicine Division, or Fisheries and Marine Institute to which one (1) or more Postdoctoral Fellows have their appointment. For Postdoctoral Fellows in the Faculty of Medicine who are not members of a Division, the Academic Unit shall be the Faculty.
 - (c) “Administrative Head” shall mean the head of an academic Department, or the Dean or Director of an Academic Unit or any University employee authorized to act on their behalf. In the Faculty of Medicine, the Administrative Head shall mean the Associate Dean of the Division of Community Health and Humanities or the Associate Dean of the Division of Bio-Medical Science. For Postdoctoral Fellows who are neither members of the Division of Community Health and Humanities nor the Division of Bio-Medical Science, the Administrative Head shall be the Vice-Dean of the

Faculty of Medicine. For Postdoctoral Fellows at the Fisheries and Marine Institute, the Administrative Head shall be the Associate Vice-President (MI) Academic and Student Affairs.

- (d) "Agreement" when printed with an upper case initial letter refers to the Collective Agreement entered into between the University and the Union.
- (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 Associate Vice-President (Academic) and Dean of Graduate Studies or any University employee authorized to act on her or his behalf.
- (g) "Postdoctoral Fellow" shall mean an employee included in the bargaining unit as defined by the Labour Relations Board of the Province of Newfoundland and Labrador, dated April 26, 2012.
- (h) "President" shall mean the President of the University or any University employee authorized to act on his or her behalf.
- (i) "Shall" means that the action is mandatory.
- (j) "Supervisor" shall mean the person to whom the Postdoctoral Fellow reports directly in the performance of their employment related duties.
- (k) "Union" shall be the Lecturers' Union of Memorial University of Newfoundland (LUMUN).
- (l) "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 April 26, 2012, the University recognizes the Union as the exclusive bargaining agent for all employees of Memorial University of Newfoundland employed as Postdoctoral Fellows save and except persons who secure their own transferrable funding from external grant-funding agencies and

for whom this is the sole source of funding; and persons for whom any other trade union holds bargaining rights under the *Labour Relations Act*.

ARTICLE 5 – Union Security and Check-Off

- *5.01 No member of the bargaining unit is required to join the Union as a condition of employment. However, every Employee shall become a member of the Union on date of appointment, unless that Employee opts out by written notice to the Union within thirty (30) days of that date. Every member of the bargaining unit shall pay equivalent dues to the Union. The University shall advise new Postdoctoral Fellows in their Appointment Letter that they are included in the Bargaining Unit represented by the Union, and that their employment is based 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.
- 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 Postdoctoral Fellows.
- 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 request of the Postdoctoral Fellow, he or she shall be entitled to have a Union representative present at any meeting with the University concerning a matter arising out of the Collective Agreement.

Dues Check-Off

- 5.05 The University agrees to deduct on a bi-weekly basis the dues or assessments of the Union from the salary of each Postdoctoral Fellow.
- 5.06 The Union shall advise the Director of Faculty Relations in writing of the amount or rate of its bi-weekly dues 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 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

- *5.07 The University shall provide the Union with a list of Postdoctoral Fellows in the bargaining unit at the beginning of the Fall, Winter and Spring semesters each academic year. Such list shall include name, gender, academic unit, date of

appointment and end date, annual salary, name of Supervisor, and whether the Postdoctoral Fellow is a temporary foreign worker. Subject to availability, the University shall provide the Memorial University email address, personal mailing address and telephone number of each Postdoctoral Fellow. 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.

- 5.08 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 Postdoctoral Fellow on request. A copy of the Collective Agreement shall be made available in the administrative office(s) of each academic unit. When a new Collective Agreement is signed, the University will notify current Postdoctoral Fellows by e-mail that a new Agreement is available, with a link to the Agreement. The Union shall be copied on such email. In addition, the University shall provide the Union with fifty (50) printed copies of the Collective Agreement.
- 5.09 On request, the University shall host the Union's website.

Office Space and Facilities

- 5.10 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.
- 5.11 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.
- 5.12 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, harassment, interference, restriction, intimidation or coercion with respect to any Postdoctoral Fellow 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 Postdoctoral Fellow 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 Postdoctoral Fellow 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 Postdoctoral Fellow's employment, the University, Union and Postdoctoral Fellow 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 Postdoctoral Fellow 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 18 - Grievance Procedure.
- 7.07 A Postdoctoral Fellow 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 Postdoctoral Fellow from filing a grievance in accordance with Article 18 - Grievance Procedure.

- 7.08 A Postdoctoral Fellow who is disciplined under the University-Wide Procedures for Sexual Harassment Complaints and Concerns shall have the right to grieve such discipline under Article 18 - 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, Postdoctoral Fellows 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 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 four (4) 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.

*11.02 The University agrees to the principle of Postdoctoral Fellow participation at departmental meetings and on committees in academic units when deemed appropriate by the Administrative Head and subject to constitutions and by-laws of academic units, the terms of reference of the body, the University Conflict of Interest policy, and relevance of the committee to the duties and responsibilities of the Postdoctoral Fellow. Participation shall also be subject to the following:

- a) It shall be voluntary, without remuneration, and at the request of a Postdoctoral Fellow;
- b) It shall not constitute part of the Postdoctoral Fellow's assigned duties and responsibilities; and
- c) It shall not be unreasonably denied.

ARTICLE 12 – Appointments

12.01 The parties acknowledge that postdoctoral candidates come to the attention of and are selected by Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.

12.02 Except in the above such circumstances, the University agrees that Postdoctoral Fellow positions shall be posted for a period of not less than ten (10) days, and no offer of appointment shall be made until after the posting has closed. This requirement to post shall not limit the Supervisor's ability to hire under Clause 12.01.

12.03 Postings shall include, but are not limited to, nature of the position, description of the area or topic of research, minimum compensation, the name of the Supervisor and Academic Unit, start date and duration of the appointment, required qualifications, the application process, required documentation, and application deadline.

12.04 The University shall post the positions electronically on the School of Graduate Studies website and shall concurrently e-mail the Union copies of all postings.

*12.05 All Postdoctoral Fellows shall receive a letter of appointment issued by the appropriate Dean; or at the Marine Institute, the Associate Vice-President (MI)

Academic and Student Affairs. It shall include the following information: nature of the research to be undertaken, start and end dates of the contract, annual compensation, any special conditions involved, name of Supervisor and Academic Unit, a link to the Collective Agreement, and a link to the University policy on Postdoctoral Fellows. A copy of the Postdoctoral Fellow Form shall be appended to the letter of appointment. The Union shall be copied on all letters of appointment.

12.06 Initial appointments shall normally be for periods of twelve (12) months or greater.

*12.07 When it is practicable, the University shall notify the Postdoctoral Fellow twenty (20) working days before the end of an appointment of the renewal or non-renewal of their appointment. In the event the Postdoctoral Fellow's appointment is not renewed, the University shall provide the reason.

ARTICLE 13 – Probationary Period

13.01 A Postdoctoral Fellow shall be considered to be on probation for the first four (4) full months of active employment.

13.02 The probationary period shall be a period of time for the Supervisor to evaluate and provide feedback on the Postdoctoral Fellow's performance and research skills and abilities.

13.03 A Postdoctoral Fellow shall serve probation only once with the same Supervisor.

13.04 The University may dismiss a probationary Postdoctoral Fellow without using the progressive discipline process outlined in Article 16. The dismissal of a probationary Postdoctoral Fellow shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.

13.05 A Postdoctoral Fellow 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.

13.06 Reasons for the dismissal of a probationary Postdoctoral Fellow 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

14.01 The Parties recognize that Postdoctoral Fellows are primarily involved in research and scholarship. As such, there must be flexibility with respect to the hours of work

to allow for the specific needs of that research and scholarship. The Parties recognize that this arrangement is mutually beneficial for both Postdoctoral Fellows and the University.

- 14.02 The normal hours of work shall be forty (40) hours per week, recognizing that the needs of the Postdoctoral Fellow's research and the needs of the Supervisor's research program may require flexibility in the scheduling of the work.
- 14.03 Without advance written approval from the Supervisor, a Postdoctoral Fellow shall not work more than 160 hours in a period of four (4) consecutive weeks, starting with the first week worked. A Postdoctoral Fellow shall not be required to work more than 180 hours in a period of four (4) consecutive weeks without his or her written agreement.
- 14.04 A Postdoctoral Fellow shall be granted time off for time worked in excess of 160 hours in a period of four (4) consecutive weeks at the rate of 1.5 hours for each hour worked. The scheduling of such time off shall be mutually agreed to by the Postdoctoral Fellow and the Supervisor.
- 14.05 Time off in accordance with Clause 14.04 shall be taken within three (3) months of the date it is earned unless the Postdoctoral Fellow and the Supervisor agree to extend the time period. In all cases the time off must be taken within twelve (12) months of the date it is earned. If the employment ends before the time off is taken, the Postdoctoral Fellow shall be paid for all such hours worked.
- 14.06 If a Supervisor and a Postdoctoral Fellow agree that a Postdoctoral Fellow will attend a conference, seminar or workshop, the Postdoctoral Fellow shall be credited with a work day for each day of the event that the Postdoctoral Fellow attends, up to a maximum of eight (8) hours in a day.
- 14.07 Postdoctoral Fellows shall be credited for time spent travelling, to a conference, seminar, workshop, or field location, up to a maximum of eight (8) hours in a day.

***ARTICLE 15 – Evaluation**

- 15.01 The Parties agree that the purposes of evaluation are to document the work and the research performed by the Postdoctoral Fellows, to assess the performance of the Postdoctoral Fellows and to provide feedback on their research skills and abilities.
- 15.02 An evaluation may be proposed by the Postdoctoral Fellow or by the Supervisor. There shall be at least one (1) evaluation during the term of the appointment or on an annual basis if the term of the appointment exceeds twelve (12) months.

- *15.03 The results of an evaluation shall be shared with the Postdoctoral Fellow, treated in a confidential manner, and placed in the Postdoctoral Fellow's official employee file. In documenting the evaluation, supervisors shall use the form provided in Appendix C. Supervisors may add any additional information that may be relevant.
- 15.04 A Postdoctoral Fellow shall be entitled to append his or her comments to any written evaluation.
- 15.05 At the request of a Postdoctoral Fellow nearing the conclusion of a postdoctoral appointment, a meeting shall be held between the Postdoctoral Fellow and his or her Supervisor.
- 15.06 An exit interview or online consultation reviewing the period of employment shall be conducted by the School of Graduate Studies.

ARTICLE 16 – Discipline and Dismissal

- 16.01 No Postdoctoral Fellow 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 Postdoctoral Fellow for the purpose of communicating disciplinary action(s), the University will provide the Postdoctoral Fellow 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 Postdoctoral Fellow to secure such representation. The Postdoctoral Fellow 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 this Article. If the allegations are dismissed, there shall be no record of the investigation in the Postdoctoral Fellow's official employee file.
- 16.05 The Postdoctoral Fellow shall be notified in writing of the nature of any action(s) taken in accordance with Clause 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 Postdoctoral Fellow in regard to an allegation of sexual harassment shall be in accordance with the University Wide Procedures on Sexual Harassment Complaints and Concerns, as amended from time to time in accordance with its terms.

ARTICLE 17 – Gross Misconduct in Academic Research

17.01 The University shall advise Postdoctoral Fellows of their responsibilities to maintain the highest levels of integrity in scholarly research.

17.02 Gross misconduct in academic research means:

- (a) fabrication, falsification, or plagiarism but not factors intrinsic to the process of academic research, such as honest error, conflicting data or differences in interpretation or assessment of data or of experimental design; or
- (b) willful or deliberate destruction, or destruction resulting from the failure to take reasonable measures to ensure the safety, of one's own research data within a period of five (5) years after publication of the research results, or the deliberate tampering with or destruction of the research of another; or
- (c) once the results of the research have been published, refusal without good and sufficient reason, to provide access to the data that resulted in the published document, for the purpose of verification by bona fide academic researchers for a period of five (5) years from the date of publication; or
- (d) failure to respect agreements concerning privileged access to information or ideas obtained from confidential manuscripts or applications; or
- (e) the use of unpublished scholarly work of others without their permission when that permission is explicitly required; or
- (f) significant failure to comply with relevant federal or provincial statutes or regulations or national or international standards for the protection of researchers, human subjects, or the health and safety of the public, or for the welfare of laboratory animals, or significant failure to meet other legal requirements that relate to the conduct of research; or
- (g) failure to reveal any relevant and substantial conflict of interest to the agencies funding the Postdoctoral Fellow's University research, to those who

commission such research, to an editor or to an agency requesting the Postdoctoral Fellow to undertake reviews of research grant applications or manuscripts for publication, or to an agency requesting the Postdoctoral Fellow to test products, processes or services for sale or distribution to the public; or

- (h) failure to reveal to the University any material financial interest, either by the Postdoctoral Fellow or a close relative, in a company that contracts with the University to undertake research, or to supply goods or services directly pertaining to the Postdoctoral Fellow's University research. Material financial interest includes ownership, substantial stock holding, a directorship, substantial honoraria or consulting fees, but does not include routine stock holding in a large publicly traded company.

17.03 Any allegations of misconduct covered by the University policy on Integrity in Scholarly Research shall be dealt with in accordance with such policy, as amended from time to time.

17.04 The Union shall be notified of any investigation of a Postdoctoral Fellow under the University's policy and procedures on Integrity in Scholarly Research. When an investigation sustains a finding of gross misconduct in academic research, such determination shall constitute discipline and may be the subject of a grievance.

17.05 The University shall take such steps as may be necessary and reasonable to protect the reputation and credibility of Postdoctoral Fellows wrongfully accused of gross misconduct in academic research including written notification of the decision to all agencies, publishers, or individuals who were informed by the University of the investigation.

17.06 Any discipline imposed on a Postdoctoral Fellow for gross misconduct in research shall be in accordance with Article 16 – Discipline and Dismissal.

17.07 Any grievance filed as a result of discipline under this Article shall proceed directly to Step 3 of Article 18 – Grievance Procedure.

ARTICLE 18 – Grievance Procedure

18.01 Should a dispute arise between the Union or a Postdoctoral Fellow and the University, a good faith effort shall be made to settle the dispute in accordance with the provisions of this Article.

18.02 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.

18.03 The following types of grievances are recognized:

- (i) **Individual Grievance:** The complaint of an individual Postdoctoral Fellow which has the support of the Union.
- (ii) **Group Grievance:** The complaint of two (2) or more Postdoctoral Fellows.
- (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.

18.04 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 Academic Units, or a grievance involving suspension or termination of employment shall be submitted at Step 2.

18.05 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.

18.06 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.

18.07 No Postdoctoral Fellow shall be subject to reprisal for exercising his or her grievance rights under this Collective Agreement.

18.08 The grievor shall be permitted the required time off to attend grievance meetings with the University without loss of pay or benefits. However, 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.

18.09 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.

18.10 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 Postdoctoral Fellow is encouraged to discuss any difference(s) with his or

her Supervisor as soon as possible after the Postdoctoral Fellow becomes aware of the incident giving rise to the difference(s).

18.11 Any dispute between the University and the Union or any differences not resolved in accordance with Clause 18.10, may be the subject of a grievance provided the dispute or difference(s) falls within the definition of grievance in Clause 18.02.

18.12 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 Postdoctoral Fellow 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 Postdoctoral Fellow is conducting field work and is not readily accessible, the Step 1 timelines above shall only commence upon the Postdoctoral Fellow'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 Associate Vice-President (Academic) and Dean of Graduate Studies within twenty (20) 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 Associate Vice-President (Academic) and Dean of Graduate Studies 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 Associate Vice-President (Academic) and 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

18.13 The Associate Vice-President (Academic) and 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 Associate Vice-President

(Academic) and 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 19 - Arbitration Procedure

- 19.01 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.
- 19.02 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.
- 19.03 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.
- 19.04 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.
- 19.05 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.
- 19.06 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.
- 19.07 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.

- 19.08 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.
- 19.09 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.
- 19.10 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.
- 19.11 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 20 - Official Employee File

- 20.01 There shall be one (1) official employee file which shall be maintained by and located in the Department of Human Resources.
- 20.02 Upon request, a Postdoctoral Fellow 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 Postdoctoral Fellow's official file shall be made available to the Postdoctoral Fellow, on request.
- 20.03 A Postdoctoral Fellow 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 Postdoctoral Fellow to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.
- 20.04 A copy of any disciplinary or evaluation document shall be supplied concurrently to the Postdoctoral Fellow and the Union. A Postdoctoral Fellow 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. Postdoctoral Fellows 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.

20.05 The University shall remove any record of discipline from the Postdoctoral Fellow's official employee file eighteen (18) months from the date of such discipline, provided no other disciplinary offence was committed during that period that resulted in a record of discipline.

ARTICLE 21 – Academic Freedom and Responsibilities

21.01 All Postdoctoral Fellows enjoy equal rights to academic freedom.

21.02 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.

21.03 The Parties agree to uphold the right of Postdoctoral Fellows to learn, to carry out research, 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. The work of the Postdoctoral Fellow shall be conducted in accordance with the scope of work as identified in the letter of appointment and as otherwise agreed to by the Supervisor and the Postdoctoral Fellow.

21.04 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.

21.05 Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base one's research and scholarly activities on an honest search for knowledge. In exercising the freedom to comment and criticize, Postdoctoral Fellows 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.

21.06 Academic freedom does not confer legal immunity, nor does it diminish the obligations of Postdoctoral Fellows to fulfill the duties and responsibilities of their appointments. Postdoctoral Fellows 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.

21.07 Postdoctoral Fellows 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, Postdoctoral Fellows shall not claim to speak on behalf of the University unless specifically authorized to do so. Should confusion arise concerning whether a Postdoctoral Fellow was speaking on behalf of the University, the Postdoctoral Fellow shall issue a disclaimer.

ARTICLE 22 – Intellectual Property

22.01 Postdoctoral Fellows shall share ownership in all inventions, discoveries or creations conceived or developed by them in the course of their employment in accordance with the University policy on Intellectual Property as amended from time to time.

22.02 The Parties are committed to the position that authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people. Standards for the academic or professional discipline should be applied when determining authorship relative to proportion of contribution to a scholarly or creative work.

22.03 Any disputes arising from the application of this Article shall first be referred to the Administrative Head for informal resolution. A Postdoctoral Fellow may be accompanied by a Union representative at any meeting called by the Administrative Head to discuss the matter. If the dispute cannot be resolved informally, it may be submitted at Step 2 of the Grievance Procedure.

ARTICLE 23 – Outside Professional Activities

23.01 The Parties recognize that outside professional activities may enhance the reputation of the University and the professional, scholarly and scientific competence of the Postdoctoral Fellow.

23.02 The Parties recognize the freedom of Postdoctoral Fellows to engage in outside professional, scholarly or scientific activities.

23.03 A Postdoctoral Fellow shall, upon written request, make available to his or her Supervisor information on the nature and scope of outside professional, scholarly or scientific activities.

23.04 Accepting a Postdoctoral appointment from the University shall not restrict the Postdoctoral Fellow from engaging in outside professional, scholarly or scientific activities, provided such activities do not conflict with the performance of the duties and responsibilities of the Postdoctoral Fellow and further provided that the

Postdoctoral Fellow shall not represent himself or herself as acting on behalf of the University, unless specifically authorized to do so. However, nothing shall prevent the Postdoctoral Fellow from stating the nature of his or her appointment with the University.

- 23.05 Should outside professional, scholarly, or scientific 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), at Grenfell Campus, the Vice-President (Grenfell), or at the Marine Institute, the Vice-President (Marine Institute), agrees in writing, to waive all or part of the charges

ARTICLE 24 – Orientation and Professional Development

Orientation

- 24.01 The School of Graduate Studies shall invite Postdoctoral Fellows to participate in an orientation session for new employees that shall be held at least once each academic year. Time spent at such sessions shall be considered time worked.
- 24.02 The Union shall be invited to send a representative to such orientation session sessions.

Professional Development

- 24.03 The School of Graduate Studies shall invite Postdoctoral Fellows to participate in professional development training specific to the needs of Postdoctoral Fellows at least once each academic year. Time spent in such training shall be considered time worked.

ARTICLE 25 – Research, Professional Expenses, Access to Facilities

- 25.01 Postdoctoral Fellows are required to seek approval for all research related expenses before they are incurred. The University recognizes that unanticipated expenses may arise in the course of field research. Such expenses may be submitted and the University shall give consideration for reimbursement in accordance with University policies and regulations, and shall not be unreasonably denied.

Travel and Mileage

- 25.02 Postdoctoral Fellows who use their personal vehicles for University business are required to seek approval in advance from the Administrative Head. Reimbursement shall be in accordance with the University's policy Travel-General.
- 25.03 Postdoctoral Fellows shall be reimbursed for travel expenses in accordance with the University's policy Travel-General.
- 25.04 A link to the University's policy Travel-General shall be provided to each Postdoctoral Fellow in the appointment letter.

Reimbursement for Research Related Certification and Expenses

- 25.05 Provided prior approval has been given by the Supervisor and the Department of Financial and Administrative Services, the Postdoctoral Fellow will be reimbursed for personal certification, licensing or registration fees that are required to complete the research.
- 25.06 Postdoctoral Fellows shall be reimbursed for fees and/or permits for access to particular research environments required and approved by the Supervisor.
- 25.07 When working in a laboratory or research environment, the University shall provide personal protective equipment that is required in accordance with the Occupational Health and Safety Regulations. Postdoctoral Fellows shall be provided with specialized clothing required when working in a particular laboratory or research environment.

University Facilities

- 25.08 The University shall use best efforts to provide Postdoctoral Fellows with reasonable access to work space and computing resources.
- 25.09 The University shall provide Postdoctoral Fellows with access to library facilities.
- 25.10 The University shall provide Postdoctoral Fellows with a University email address.
- 25.11 Postdoctoral Fellows shall have reasonable access to University mail services, printing, photocopying, and computer lab access necessary for the performance of their duties.
- 25.12 Reimbursement of any other employment-related expenses incurred and not specified in this Article shall be in accordance with University policies and regulations and subject to the approval of the Supervisor.

ARTICLE 26 – Health and Safety

- 26.01 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.
- 26.02 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 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 academic year, the Union shall provide the University with written notification of the name of the Postdoctoral Fellow appointed as the representative on the University Health and Safety Committee.
- 26.03 At the St. John's campus, the Union shall be entitled to a seat on each Health and Safety Building Committee in those buildings where Postdoctoral Fellows work.
- 26.04 At 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.
- 26.05 At the Marine Institute, the Union shall be entitled to one (1) seat on the Joint Health and Safety Committee in accordance with the established practices, procedures and applicable legislation.
- 26.06 The University shall advise Postdoctoral Fellows and the Union of hazards known to the University and associated with the Postdoctoral Fellow's work and workplace. Similarly, Postdoctoral Fellows 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. Postdoctoral Fellows shall take reasonable care to protect their own health and safety and that of workers and other persons at or near the workplace.
- 26.07(a) A Postdoctoral Fellow 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 Postdoctoral Fellow's satisfaction; the appropriate Health and Safety Committee has investigated the matter and advised the Postdoctoral Fellow to return to work; or a government-appointed occupational health and safety officer has investigated the matter and advised the Postdoctoral Fellow to return to work.

- (b) A Postdoctoral Fellow 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.

26.08 The University shall not take disciplinary action against a Postdoctoral Fellow and a Postdoctoral Fellow shall not suffer any loss of wages or benefits because he or she has reasonably refused to perform work under Clause 26.07

26.09 When the University requires Postdoctoral Fellows to travel abroad, the necessary inoculations/vaccinations will be reimbursed at the discretion of the Administrative Head. Requests for such reimbursement shall not be unreasonably denied.

ARTICLE 27 – Technological Change

27.01 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 Postdoctoral Fellows.

27.02 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.

27.03 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.

27.04 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. The University shall make reasonable efforts to avoid or minimize adverse effects on the Postdoctoral Fellow(s). Where training arising from the implementation of technological change is required, such training shall be

provided at the University's expense. All hours spent in training shall be considered time worked.

ARTICLE 28 – Designated University Holidays

28.01 Postdoctoral Fellows 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

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

28.03 A Postdoctoral Fellow who is required to work on any of the above University holidays shall receive time-and-one-half off in lieu for all hours worked at a time mutually agreeable to the Postdoctoral Fellow and the Supervisor.

***ARTICLE 29 - Vacation**

*29.01 A Postdoctoral Fellow's minimum annual vacation entitlement will be in accordance with the following schedule and will be pro-rated for any portion of an appointment that is less than twelve (12) months, and for any partial appointments:

<u>Complete Years of Appointment</u>	<u>Vacation Entitlement</u>
Less than 3 years	15 working days
3 or more	17 working days

For purposes of calculating "Complete Years of Appointment", an employee's service in all appointments as a Postdoctoral Fellow at the University will be added together, so long as the period of time between any two (2) appointments does not exceed twelve (12) months.

29.02 Postdoctoral Fellows shall schedule vacation at times mutually agreeable to the Postdoctoral Fellow and his or her Supervisor.

29.03 The Postdoctoral Fellow and the Supervisor shall ensure that full vacation entitlement is taken during the term of the appointment. Unused vacation time cannot be carried forward into subsequent years without the express written consent of the Supervisor.

***ARTICLE 30 – Leaves**

Sick Leave and Family Responsibility Leave

*30.01 A Postdoctoral Fellow shall be entitled to eight (8) days per year without loss of pay or benefits. Such days may be used to attend medical appointments, to be absent from work due to illness or to attend to family responsibilities. The Postdoctoral Fellow shall notify his or her Supervisor of any absence in advance with as much notice as possible.

*30.02 Where a Postdoctoral Fellow is unable to perform his or her duties because of illness or injury beyond the period of paid sick leave, the Postdoctoral Fellow shall be granted sick leave without pay for the period of illness or injury. Such leave shall not extend beyond the ending date of the Postdoctoral Fellow's appointment.

Bereavement Leave

30.03 A Postdoctoral Fellow shall be entitled to bereavement leave of five (5) working days without loss of pay or benefits in the event of the death of the employee'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. The Postdoctoral Fellow shall notify her or his Supervisor of any absence in advance with as much notice as possible.

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

Compassionate Care Leave

30.05 A Postdoctoral Fellow is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to a family member 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.

30.06 A Postdoctoral Fellow 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

such notice cannot be given. The Postdoctoral Fellow shall include in that written notice the length of 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.

30.07 For the purposes of compassionate care leave, the term “family member” in relation to the Postdoctoral Fellow, means:

- (i) a spouse or cohabitating partner of the employee;
- (ii) a child of the employee or the employee’s spouse or cohabiting partner;
- (iii) a parent of the employee or a spouse or common-law partner of the parent; and
- (iv) 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

*30.08 Following twenty (20) weeks of continuous service, a Postdoctoral Fellow is entitled to Pregnancy, Parental and Adoption Leave without pay in accordance with the *Labour Standards Act*, RSNL 1990, cL-2, as amended from time to time. In situations when the granting agency provides for paid maternal or parental leave benefits, the University will provide the necessary administrative support to facilitate the payment of such benefits.

Reservists Leave

30.09 A Postdoctoral Fellow is entitled to Reservists Leave without pay in accordance with the *Labour Standards Act*, RSNL 1990, cL-2 as amended from time to time. Such leaves will be granted without regard to the statutory 6-month service requirement.

Court Leave

30.10 In cases where a Postdoctoral Fellow 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 Postdoctoral Fellow shall, on 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 her or his presence is required.

Union Leave

*30.11 The University and the Union shall make every reasonable effort to schedule negotiating sessions at times that do not interfere with the Postdoctoral Fellow’s employment duties. When this is not possible, members of the Union’s Negotiating Committee shall be permitted time off to attend preparatory and negotiating sessions with the University without loss of pay or benefits.

30.12 Postdoctoral Fellows serving on the Union executive committee or serving as a Union officer may request leave without pay in order to serve the Union. At no time shall there be more than two (2) Postdoctoral Fellows on Union Leave. Such leave shall be up to a maximum of ten (10) working days per person per year.

*30.13 The Employer shall grant leave with pay for one (1) Employee participating as a party, a witness, or a representative of the Local in respect to:

- a) any proceeding before the Newfoundland and Labrador Labour Relations Board;
- b) any proceedings under Article 18 – Grievance Procedure and Article 19, - Arbitration Procedure; and,
- c) scheduled meetings with the Employer on behalf of the Union.

Leave With or Without Pay for Other Reasons

*30.14 The University may grant leave with or without pay for purposes other than those specified in this agreement.

ARTICLE 31 – Wages and Pay Administration

31.01 While Supervisors retain the flexibility to determine the appropriate salary for each Postdoctoral Fellow, having regard to available funding, a candidate's specific qualifications, experience, references, academic record and market trends, in no case shall a Postdoctoral Fellow's total annual salary from all combined funding sources, including internal and external sources, be less than the amount stipulated in Appendix A. A Postdoctoral Fellow who is working less than full-time hours or whose appointment is for less than twelve (12) months shall be paid a prorated equivalent of the total annual salary.

31.02 No Postdoctoral Fellow who holds an appointment on the date that this Agreement is ratified by both Parties shall have his or her salary paid by the Supervisor reduced as a result of the implementation of this Collective Agreement.

31.03 Postdoctoral Fellows shall be paid in bi-weekly installments by direct deposit in the account of the Postdoctoral Fellow 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 Postdoctoral Fellow's pay.

31.04 No deductions, except those required by law, shall be made from a Postdoctoral Fellow'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 Postdoctoral Fellow, the University will contact the individual in writing to discuss a reasonable repayment schedule, subject to Canada Revenue Agency and University budgetary guidelines. The Postdoctoral Fellow shall have the right to consult a LUMUN representative before a decision is made.

ARTICLE 32 – Benefits

32.01 Effective April 1, 2014, all Postdoctoral Fellows shall be required to participate in the University group insurance plans, subject to the following:

- (a) A Postdoctoral Fellow maintains provincial health care coverage in Canada (e.g. Medical Care Plan (MCP) in Newfoundland), the responsibility for which resides with the Postdoctoral Fellow; and either
- (b) A Postdoctoral Fellow is appointed for a period of employment of at least six (6) months duration to work a minimum of twenty (20) hours per week; or
- (c) A Postdoctoral Fellow who, at the outset of employment, is appointed for a period of less than six (6) months duration and subsequently receives an appointment extension, shall participate in the University group insurance plans effective the date of reaching six (6) months continuous employment (of at least twenty (20) hours per week).

Postdoctoral Fellows who do not meet the above eligibility criteria shall not be entitled to participate in the University's group insurance plans.

32.02 Postdoctoral Fellows who meet the eligibility criteria in Clause 32.01 shall be enrolled in the following University group insurance plans. The Postdoctoral Fellow shall pay 50% of the cost of premiums for the following group insurance plans:

- Health Insurance (Single or Family)
- Dental Insurance (Single or Family)
- Basic Life Insurance
- Basic Accidental Death and Dismemberment Insurance
- Dependent Life Insurance

Payment shall be made through payroll deduction.

32.03 Postdoctoral Fellows shall have the option of joining the following group insurance plans as per Clause 32.01. The cost of such plans shall be 100% funded by the Postdoctoral Fellow through payroll deduction:

Optional Life Insurance
Optional Spousal and Dependent Child Life Insurance
Optional and Voluntary Accidental Death and Dismemberment Insurance

32.04 When a Postdoctoral Fellow begins a period of unpaid leave in accordance with Article 30, the Postdoctoral Fellow has the option to continue group insurance on the condition that the Postdoctoral Fellow continues to pay his/her premiums during the period of leave.

ARTICLE 33 – Protected Disclosure

33.01 There shall be no retaliation against Postdoctoral Fellows, 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 34 – Local Support

34.01 The University shall provide to the Union, no later than September 30 of each year, \$5,000 to assist the Union in the administration of the Collective Agreement.

***ARTICLE 35 – Duration and Renewal**

*35.01 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, 2020 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.

35.02 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**

The stated minimum applicable annual salary from all combined sources to each Postdoctoral Fellow shall be as follows:

Effective September 1, 2018 Minimum Floor	Effective September 1 st , 2019 Minimum Floor
\$33,000	\$35,000

***APPENDIX B**
Memorial University of Newfoundland
Professional Development Fund for Postdoctoral Fellows

The University shall budget \$5,600 for an annual Professional Development Fund. The purpose of the fund shall be to support the presentation of work related to the Postdoctoral Fellow's appointment at an academic conference.

Each year, four (4) awards will be available in April and three (3) awards will be available in October of \$800 each to support travel to present at an academic conference. Eligible expenses for conference travel include registration fees, transportation, accommodation and per diem in accordance with the University's policy Travel-General. Successful applicants shall submit the requisite travel claim and supporting documentation (i.e. receipts required by the Department of Financial and Administrative Services).

Unallocated funds shall be available in accordance with the following:

- Provide additional funding to successful applicants where expenses may exceed \$800 and /or additional award(s);
- Unused portions up to \$1,000 may be carried into the next release.

Eligibility criteria

- The Postdoctoral Fellow shall have completed the probationary period referenced in Clause 13.01;
- Travel will be completed before the end date of the Postdoctoral Fellow's appointment and should be spent in the fiscal year awarded;
- The Postdoctoral Fellow shall be presenting work related to the Postdoctoral Fellow Appointment at the academic conference.

Application Procedure:

A Postdoctoral Fellow may apply for funding to the Associate Vice-President (Academic) and Dean of Graduate Studies by submitting a travel request form signed by the Postdoctoral Fellow's supervisor and confirmation of conference presentation by April 1 or October 1. The Associate Vice-President (Academic) and Dean of Graduate Studies shall award funding, with priority given to Postdoctoral Fellows who have not previously received financial assistance under this fund.

Appendix C Postdoctoral Fellow Performance Review

As per the Collective Agreement for Postdoctoral Fellows, this form is to be completed before the end of the probationary period and at least once each year following the probationary period. Once completed, this form should be forwarded to the Department Human Resources for inclusion in the Postdoctoral Fellow's employee file.

Postdoctoral Fellow Name:				
Supervisor Name:				
Date of Review				
Type of Review:	Probationary <input type="checkbox"/>	Annual <input type="checkbox"/>		
Supervisor's Assessment of the Postdoctoral Fellow's Performance				
Progress towards scholarly goals	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Progress toward becoming an independent researcher	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Leadership/management skills	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Technical skills	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Collegiality/collaborative skills	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Communication skills	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Knowledge of/adherence to ethical standards and prescribed policies and procedures	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Overall performance:	Excellent <input type="checkbox"/>	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>	N/A <input type="checkbox"/>
Additional comments and guidance for the remainder of the appointment:				
Postdoctoral Fellow's Response				
Comments:				
Postdoctoral Fellow Signature:				
Supervisor Signature:				

ADDENDUM

LABOUR RELATIONS BOARD ORDER

5349

IN THE MATTER OF

Labour Relations Act

- and -

Lecturer's 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 Lecturer's Union of Memorial University of Newfoundland by the Labour Relations Board;

AND WHEREAS following investigation, consideration of the representations and consent 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 Lecturer's 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 comprising all Postdoctoral Fellows employed by Memorial University of Newfoundland save and except persons who secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding; and, persons for whom any other trade union holds bargaining rights under the *Labour Relations Act*.

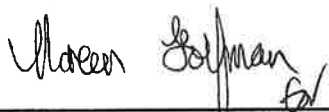
THE official seal of the Board was hereunto affixed and attested to by the Chief Executive Officer of the Board at the City of St. John's in the Province of Newfoundland and Labrador this 26th day of April, 2012


Chief Executive Officer

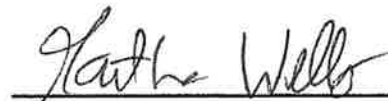
This final edited Collective Agreement signed at St. John's, Newfoundland and Labrador this 27th day of June, 2019.

On behalf of Memorial University of Newfoundland

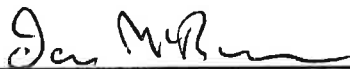
On Behalf of Lecturers' Union of Memorial University of Newfoundland, PDF Unit



Dr. Gary Kachanoski
President and Vice-Chancellor



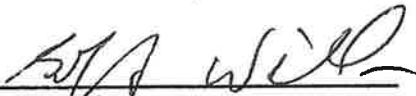
Martha Wells, President, LUMUN



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



Hassan Husseini, Chief Negotiator



Witnessed by
Geoff Williams
Director, Office of Faculty Relations



Sadegh Papari, LUMUN (PDF)
Bargaining Team Member



Witnessed by