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COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

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

July 8, 2010 – August 31, 2013

13955 (01)

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ARTICLE 1 - Preamble

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

ARTICLE 2 – Purpose

- 2.01 The general purpose of this Agreement is to establish orderly collective bargaining between Memorial University of Newfoundland (hereinafter referred to as the “University”) and its Graduate Assistants, represented by the Teaching Assistants’ Union of Memorial University of Newfoundland (hereinafter referred to as the “Union”); to establish and maintain a harmonious working relationship between the parties; to ensure the prompt resolution of disputes and grievances; and to set forth the terms and conditions of employment.
- 2.02 The parties recognize that it is in their common interest to promote and enhance the working relations between the University, the Union, and its members, consistent with the principles of mutual respect, cooperation, and academic freedom. It is the intent of the parties to create a workplace environment that fosters dignity and respect for all Graduate Assistants.

ARTICLE 3 – Definitions and Interpretations

- 3.01 For the purposes of this Collective Agreement:

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

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

ARTICLE 4 – Union Recognition

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

ARTICLE 5 – Union Security and Check-Off

- 5.01 All Graduate Assistants shall become members of the Union on their date of hire, unless that Graduate Assistant opts out of membership by written notice to the Union within thirty (30) days of the date his or her initial appointment begins. The University shall advise Graduate Assistants in their letters of appointment that they are included in the bargaining unit represented by the Union, and that their employment is on the terms and conditions set out in the Agreement. The notice shall also include contact information for the Union and website address where the collective agreement may be accessed, or a copy of the collective agreement.
- 5.02 The University agrees to provide to the Union copies of all letters of appointment at the same time that they are provided to Graduate Assistants.
- 5.03 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.
- 5.04 At the Graduate Assistant's request, the Graduate Assistant shall be entitled to have a Union representative present at any meeting with the University concerning a matter arising out of the Collective Agreement.
- 5.05 The University shall invite representatives of the Union to set up an information booth at the annual orientation session for graduate students.

Dues Check-Off

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

Information for the Union

- 5.08 The University shall provide the Union with a list of employees in the bargaining unit by November 1, March 1 and June 1. Such list shall include name, employee identification number, gender, Unit, Memorial University e-mail address, number of hours assigned weekly and total hours assigned, date of hire and ending date, hourly and total salary and shall identify whether the Graduate Assistant is an international student. Subject to availability, the University shall provide the mailing address and telephone number of each Graduate Assistant. The 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 shall post the text of the Collective Agreement on its website. The Office of Faculty Relations shall provide a printed copy to any Graduate Assistant on request and shall provide the Union with 500 printed copies for distribution to its members. A copy of the Collective Agreement shall be made available in the administrative office(s) of each Unit.
- 5.10 Upon request, 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, harassment, interference, restriction, intimidation or coercion with respect to any Graduate Assistant regarding the terms or conditions of her or his employment by reason of race; religion; religious creed; political opinion; political activity; colour or ethnic, national or social origin; sex; pregnancy; sexual orientation; gender identity; marital status; family status; physical disability or mental disability; age; except as may be permitted by the *Human Rights Code* R.S.N.L. 1990, c. H-14, as amended, nor by reason of membership or non-membership in the Union, nor by reason of language (except where the lack of language competence would clearly prevent the carrying out of required duties). While the parties agree not to discriminate on the basis of place of residence, a Graduate Assistant who chooses to reside in a location which predictably interferes with the discharge of his or her responsibilities may not cite this clause as a 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 Graduate Assistant regarding the terms and conditions of his or her employment up to the point of undue hardship in accordance with the *Human Rights Code* R.S.N.L. 1990, c. H-14, as amended.
- 7.03 In situations where an accommodation is required pursuant to clause 7.02 regarding the terms or conditions of any Graduate Assistant's employment, the University, Union and Graduate Assistant shall meet to explore reasonable accommodation.
- 7.04 The University has a responsibility to provide a workplace and learning environment that is free of sexual and personal harassment.
- 7.05 The parties agree that the Union shall be entitled to representation on the Respectful Workplace Advisory Committee and the Sexual Harassment Board on the same basis as other bargaining agents.
- 7.06 A Graduate Assistant alleging that he or she has been personally harassed may file a complaint in accordance with the University's Respectful Workplace Policy and/or may file a grievance in accordance with the Grievance Procedure.
- 7.07 **A** Graduate Assistant alleging that he or she has been sexually harassed shall pursue the matter in accordance with the University-Wide Procedures for Sexual Harassment Complaints. This shall not preclude a Graduate Assistant from filing a grievance in accordance with the Grievance Procedure.

- 7.08 A Graduate Assistant who is disciplined under the University-Wide Procedures for Sexual Harassment Complaints shall have the right to grieve such discipline under the Grievance Procedure.

ARTICLE 8 – No Strike or Lockout

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

ARTICLE 9 – Union-Management Committee

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

ARTICLE 10 – Reports and Resolutions of the University

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

ARTICLE 11 – Representation on University Bodies

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

ARTICLE 12 – Appointments

12.01 The University shall determine the number ,of graduate assistantships to be assigned each semester.

12.02 Graduate assistantships shall first be assigned by Unit based on positions that have been committed to the graduate student as part of the recruitment process. Graduate assistantships assigned under this clause shall normally be renewed for the duration of their program subject to Clause 12.06.

12.03 For graduate students not assigned a graduate assistantship as per Clause 12.02, each Unit shall prior to the assignment of positions, invite students from within that Unit to express their interest for assignments. Units shall make a reasonable effort to accommodate such expressions of interest subject to the requirements for the position including academic qualifications and experience. Graduate assistantships shall then be assigned by Unit according to the following criteria and in the following order of preference:

a) Doctoral students receiving \$20,000 or less per annum in total funding and who meet the qualifications for the position(s);

b) Master's students receiving \$16,500 or less per annum in total funding and who meet the qualifications for the position(s);

c) Doctoral students receiving more than \$20,000 per annum in total funding and who meet the qualifications for the position(s);

d) Master's students receiving more than \$16,500 per annum in total funding and who meet the qualifications for the position(s).

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

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

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

a) Master's students must normally be within the first 12 program months of a one year program, excluding any leaves.

b) Master's students must normally be within the first 24 program-months of a two year program, excluding any leaves.

c) Doctoral students must normally be within the first 48 program months of the program, excluding any leaves.

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

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

12.09 When there are still positions available after the assignment process outlined in Clauses 12.02 – 12.03 has been completed, the University shall post the remaining positions electronically on a University-wide basis and shall concurrently email the Union copies of all postings. The posting(s) shall be for five (5) days.

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

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

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

a) demonstrated financial need.

b) a graduate student who has not previously held a graduate assistantship.

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

- a) In the event a posted position is not filled through the posting procedure.
 - b) In the event of an emergency situation such as, but not limited to resignation, death, or serious illness.
 - c) In situations where the appointment is revoked due to non-performance of duties.
 - d) In the case of positions of less than ten (10) hours per semester.
 - e) In the case of Research Assistant positions funded under a Faculty Member's research grant or contract.
- 12.14 Graduate students who decline an offer of appointment under Clause 12.02 shall not lose their priority status for appointments in subsequent semesters.
- 12.15 All offers of employment to Graduate Teaching Assistants are conditional upon sufficient student enrolment in the course.
- 12.16 The current practice concerning the use of undergraduate teaching or research assistants shall be maintained. However undergraduate teaching or research assistants shall not be used to undermine the integrity of the bargaining unit.
- 12.17 Units shall notify Graduate Assistants of their appointments in writing which shall be copied to the Union. Letters of appointment shall include the unit, duties and responsibilities of the position, the start and end dates, total number of hours of the appointment and supervisor's name. A Graduate Assistant shall only be required to perform duties and responsibilities as outlined in their letter of appointment.

ARTICLE 13 – Hours of Work and Work Assignment

- 13.01 A standard graduate assistantship shall consist of 56 hours of work within a 14 week period in a semester. The University may assign graduate assistantships of fewer than or greater than 56 hours per semester. The parties agree that non-standard graduate assistantships involving invigilation duties may be offered and shall be for a minimum of ~~two~~ (2) hours.
- 13.02 A Graduate Assistant may hold more than one graduate assistantship, however hours of work shall not exceed the maximum number of hours permitted to maintain full-time status as a graduate student unless otherwise approved by the Dean of Graduate Studies.
- 13.03 The duties of a Graduate Assistant may include but are not limited to: preparation for classes and/or labs, preparation of teaching materials, teaching under the

direction of course instructor, conducting research under the direction of faculty, leading tutorials, supervising laboratories, setting up experiments, preparing and grading exams and assignments, invigilating exams, facilitating workshops, conducting field trips, attending employer training, meeting with students and conferring with the supervisor as required.

- 13.04 The Supervisor and the Graduate Assistant shall meet no later than fifteen (15) days after the beginning of the appointment to review duties and expectations and ensure that the hours allocated in the letter of appointment are adequate for the assignment.
- 13.05 If at any time subsequent to that meeting a Graduate Assistant has reason to believe that he or she may be unable to perform the duties specified in the job description within the hours specified, the Graduate Assistant shall submit an Employment Contract Amendment Request (Appendix B) to his or her Supervisor. The supervisor shall meet with the Graduate Assistant within five (5) days of receiving such request to determine how the work remaining will be handled.
- 13.06 If the Supervisor requests that additional hours be worked, and the Graduate Assistant agrees to work those additional hours, and such request is approved by the Administrative Head, the Graduate Assistant shall be paid for the additional hours worked at the applicable hourly rate.

ARTICLE 14 – Evaluation

- 14.01 The parties agree that the primary purpose of evaluation is to assist the Graduate Assistant to develop his or her teaching and/or research skills by providing guidance and feedback.
- 14.02 Evaluations shall relate to the duties and responsibilities referenced in the work assignment and may include consideration to the regulations, resolutions, guidelines and policies of the University including those of the Unit.
- 14.03 There shall be no more than one evaluation per semester except by mutual consent.
- 14.04 Graduate Assistants shall be given no less than five (5) days' written notice that an evaluation is to take place.
- 14.05 The results of an evaluation will be shared with the Graduate Assistant, treated in a confidential manner, and placed in the Graduate Assistant's official employee file. Evaluations shall not be shared with third parties outside the University without the written consent of the Graduate Assistant.

ARTICLE 15 – Discipline and Dismissal

- 15.01 No Graduate Assistant shall be disciplined or dismissed except for just cause.
- 15.02 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.
- 15.03 Where the University convenes a meeting with the Graduate Assistant for the purpose of communicating disciplinary action(s), the University will provide the Graduate Assistant with reasonable advance notice of the nature of the meeting and his or her right to Union representation and shall provide a reasonable period of time for the Graduate Assistant to secure such representation. The Graduate Assistant shall be provided with an opportunity to be heard at such meeting.
- 15.04 The Graduate Assistant shall be notified in writing of the nature of the disciplinary action(s) taken and the reasons for such action(s) within five (5) days of the discipline, and a copy of the letter shall be forwarded to the Union at that time.
- 15.05 Any disciplinary action against a Graduate Assistant in regard to an allegation of sexual harassment shall be in accordance with the University-Wide Procedures on Sexual Harassment Complaints, as amended from time to time in accordance with its terms.

ARTICLE 16 – Grievance Procedure

- 16.01 Should a dispute arise between the Union or a Graduate Assistant and the University, a good faith effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 16.02 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.
- 16.03 The following types of grievances are recognized:
- (i) **Individual Grievance:** The complaint of an individual Graduate Assistant which has the support of the Union.
 - (ii) **Group Grievance:** The complaint of two or more Graduate Assistants.
 - (iii) **Policy Grievance:** The complaint of the Union or the University which may involve a question of general application or interpretation of the Collective Agreement.

- 16.04 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 Units, or a grievance involving suspension or termination of employment shall be submitted at Step 2.
- 16.05 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.
- 16.06 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.
- 16.07 No Graduate Assistant shall be subject to reprisal for exercising his or her grievance rights under this Collective Agreement.
- 16.08 The University and the Union shall make every reasonable effort to schedule grievance meetings at times that do not interfere with the grievor's employment duties or academic responsibilities. When it is not possible to schedule the grievance meeting at a time that does not interfere with the grievor's employment duties, the grievor shall be permitted the required time off to attend grievance meetings with the University without loss of pay or benefits. In such cases, the grievor shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to his or her Supervisor. When this is not possible, the Supervisor shall make such arrangements.
- 16.09 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.
- 16.10 The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance. To this effect, a Graduate Assistant is encouraged to discuss any difference(s) with his or her Supervisor as soon as possible after the Graduate Assistant becomes aware of the incident giving rise to the difference(s).
- 16.11 Any dispute between the University and the Union or any differences not resolved in accordance with Clause 16.10, may be the subject of a grievance provided the dispute or difference(s) falls within the definition of grievance in 16.02.

16.12 The grievance procedure shall be as follows:

Step 1

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

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

Step 2

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

Step 3

Failing a satisfactory settlement being reached, the Union may decide to take the grievance to arbitration and shall notify the Dean of Graduate Studies in writing of its intent to submit the grievance to arbitration within twenty (20) days of the Union receiving the response at Step 2.

University Grievances

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

ARTICLE 17 - Arbitration Procedure

17.01 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 of Human Resources Labour and Employment shall, on the request of either Party, appoint a sole arbitrator to hear the grievance.

- 17.02 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.
- 17.03 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 of Human Resources Labour and Employment shall, on the request of either Party, appoint a nominee on behalf of the Party who fails to appoint a nominee.
- 17.04 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 of Human Resources Labour and Employment shall, on the request of either Party, appoint the chairperson on behalf of the nominees.
- 17.05 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.
- 17.06 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.
- 17.07 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.
- 17.08 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.
- 17.09 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.

- 17.10 The parties shall make every reasonable effort to schedule arbitrations at times that do not interfere with the employment duties or academic responsibilities of the grievor and other witnesses whose attendance is required at the arbitration. When it is not possible to schedule the arbitration at a time that does not interfere with the grievor's and other witnesses' employment duties, the grievor and other witnesses shall be permitted the required time off to attend at the arbitration without loss of pay or benefits. In such cases, the grievor and any witnesses shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to the Supervisor. Where this is not possible, the Supervisor shall make such arrangements.
- 17.11 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 18 – Official Employee File

- 18.01 There shall be one official employee file which shall be maintained by and located in the Department of Human Resources.
- 18.02 Upon request, a Graduate Assistant shall have the right, on the next day where reasonably practicable, to consult his or her official employee file in the presence of a representative of the University, and, if he or she **so** wishes, a representative of the Union. Copies of the documents in a Graduate Assistant official file shall be made available to the Graduate Assistant, on request.
- 18.03 A Graduate Assistant shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the Graduate Assistant to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.
- 18.04 A copy of any disciplinary or evaluation document shall be supplied concurrently to the Graduate Assistant. A Graduate Assistant shall be given an opportunity to sign the file copy of an evaluation or disciplinary report as an acknowledgement that he or she has received such a report. Graduate Assistants shall have the right to respond in writing to any documents placed in their official employee file and their response shall also form part of their official employee file.
- 18.05 Disciplinary letters of reprimand or warning shall be removed from a Graduate Assistant's official employee file after twelve (12) months from the date of issue, provided that no further disciplinary action is taken during that twelve (12) month period. Such letters shall be automatically removed from the file at the completion of the Graduate Assistant's degree program.

18.06 Employee files shall be separate from an employee's academic records and shall contain only those documents which are related to his/her employment.

ARTICLE 19 – Academic Freedom

19.01 All Graduate Assistants enjoy equal rights to academic freedom.

19.02 Academic freedom is necessary for the pursuit of the University's purposes. The defense of academic freedom is an obligation on all members of the University community. Academic Freedom does not require neutrality on the part of the individual, nor it does it preclude commitment. Rather, it makes commitment possible.

19.03 Academic freedom includes the right to discuss and criticize policies and actions of the University and the Union and protects against the imposition of any penalty for exercising that right. In exercising the freedom to comment and criticize, Graduate Assistants have a corresponding obligation to use academic freedom in a responsible manner by recognizing the rights of other members of the University community, and by affirming the rights of others to hold differing points of view.

19.04 When the objectives, content and method of delivery are prescribed by the Supervisor in the work assignment, the Graduate Assistants shall fulfill such assignment responsibly and fully. When work assignments permit Graduate Assistants to have a wider degree of latitude than is possible in more fully prescribed assignments, the Graduate Assistant has the freedom to develop and deliver such assignment provided the content and structure have been approved by the Supervisor. Graduate Assistants have the right to indicate in writing to their Supervisor, without prejudice, their concerns regarding the content and structure of the assignment.

19.05 Academic freedom does not confer legal immunity, nor does it diminish the obligations of Graduate Assistants to fulfill the duties and responsibilities of their appointments. Graduate Assistants shall not be hindered or impeded in any way by the University or by the Union from exercising their legal rights, nor shall they suffer any penalty imposed by either party for exercising those rights.

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

ARTICLE 20 – Intellectual Property

- 20.01 Graduate Assistants shall retain copyright of any lecture notes or course materials created exclusively by them.
- 20.02 Copies of lecture notes or course materials shall be provided when requested by the University.
- 20.03 Graduate Assistants who participate in research projects shall share ownership in all inventions, discoveries or creations conceived or developed by them in the course of their employment in accordance with their contribution as per the University's policy on Intellectual Property as amended from time to time.
- 20.04 Graduate Assistants shall grant the University a non-exclusive, unrestricted, royalty-free license to use such Intellectual Property.
- 20.05 Graduate Assistants shall receive name recognition consistent with their contribution to Intellectual Property.

ARTICLE 21 – Expenses and Access to Facilities

- 21.01 Where the University approves travel required for the performance of the Graduate Assistant's duties and responsibilities, the University shall reimburse the Graduate Assistant for all reasonable travel related expenses in accordance with the Travel – General policy.
- 21.02 The University agrees to provide Graduate Assistants with reasonable access to and use of, University libraries and laboratories, books, duplicating services, office supplies, computing facilities, audio-visual equipment and other University facilities, when the University determines they are required in the performance of the Graduate Assistant's duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the prior written approval of the Administrative Head.

ARTICLE 22 – Health and Safety

- 22.01 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.
- 22.02 A Joint Health and Safety Committee shall be established, the purpose of which shall be to assist in the promotion of a safe and healthy workplace; the identification of unsafe or unhealthy conditions; and the prevention of accidents. The Committee shall be established within ~~two~~ (2) months of the signing of the Collective Agreement.

- 22.03 The Committee shall consist of three (3) bargaining unit representatives appointed by the Union and three (3) representatives from within the University appointed by the University.
- 22.04 The Committee shall meet whenever the need arises, but in any event, at least every three (3) months.
- 22.05 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.
- 22.06 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, no more than fourteen (14) days following the meeting.
- 22.07 The University shall provide the Committee with secretarial support, a quarterly report listing of all accidents/incidents about health and safety made by Graduate Assistants and a quarterly report listing all complaints made by Graduate Assistants and the resolution of such complaints. The Committee may request from the University any information necessary to carry out its duties and such requests shall not be unreasonably denied. Committee members and representatives are responsible for maintaining rules of confidentiality except where disclosure of information is specifically required by the Act or another law.
- 22.08 Where a Graduate Assistant requires personal protective equipment for his/her graduate assistantship in accordance with Occupational Health and Safety Regulations, and it is not required for his/her program of study, the University shall provide such equipment to the Graduate Assistant.
- 22.09 The University shall advise Graduate Assistants and the Union of hazards known to the University and associated with the Graduate Assistant's work and workplace. Similarly, Graduate Assistants have a duty to make reasonable efforts to be informed of hazards associated with their work and workplace and to report any such hazards of which they become aware to the Supervisor.
- 22.10 A Graduate Assistant may refuse to perform work that he or she has reasonable grounds to believe is dangerous to his or her health or safety, or the health and safety of another person at the workplace until remedial action has been taken by the University to the Graduate Assistant's satisfaction; the Health and Safety Committee has investigated the matter and advised the Graduate Assistant to return to work; or a government-appointed occupational health and safety officer has investigated the matter and advised the Graduate Assistant to return to work. A Graduate Assistant who becomes pregnant, or who is nursing, may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be

implemented for the duration of the pregnancy and/or period of nursing, with no loss of pay or benefits during the period of modified work.

- 22.11 The University shall not take disciplinary action against a Graduate Assistant and a Graduate Assistant shall not suffer any **loss** of wages or benefits because he or she has reasonably refused to perform work under Clause 22.10.
- 22.12 At the commencement of each semester, the Union shall provide the University with written notification of the names of Graduate Assistants appointed as representatives on the Joint Health and Safety Committee. Those Graduate Assistants shall receive a payment of \$75 for each Joint Health and safety Committee meeting that he/she attends.

ARTICLE 23 – Technological Change

- 23.01 The parties define technological change as being a change in the method of operation directly related to the introduction of equipment or material that will result in significant changes to the terms and conditions of employment of Graduate Assistants.
- 23.02 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.
- 23.03 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.
- 23.04 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.
- 23.05 There shall be no reduction in the earnings of a Graduate Assistant due to technological change introduced during the term of a graduate assistantship.

ARTICLE 24 – Designated University Holidays

- 24.01 Graduate Assistants shall not be required to work on any of the following University holidays:
- (a) Labour Day
 - (b) Thanksgiving Day
 - (c) Remembrance Day
 - (d) Christmas Eve
 - (e) Christmas Day

- (f) Boxing Day
- (g) New Year's Eve
- (h) New Year's Day
- (i) Second January Holiday
- (j) Good Friday
- (k) Memorial Day

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

ARTICLE 25 – Leaves

Sick Leave and Family Responsibility Leave

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

Bereavement Leave

25.02 A Graduate Assistant is entitled to bereavement leave of three (3) consecutive days without loss of pay or benefits in the event of the death of the Graduate Assistant's **spouse** (including common law), 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 Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties acceptable to the Supervisor. Where this is not possible, the Supervisor shall make such arrangements. The Graduate Assistant will notify the Supervisor in advance with as much notice as possible of any absence.

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

Compassionate Care Leave

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

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

25.05 For the purposes of compassionate care leave, the term "family member", in relation to the Graduate Assistant, means: (i) a spouse or cohabiting partner of the Graduate Assistant, (ii) a child of the Graduate Assistant or of the Graduate Assistant's spouse or cohabiting partner, (iii) a parent of the Graduate Assistant 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

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

Reservists Leave

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

Court Leave

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

Union Leave

25.09 The University agrees to provide the Union by September 15 of each year an amount equivalent to five (5) 56-hour graduate assistantships for the purpose of administering the Collective Agreement.

- 25.10 The purpose of the provision in Clause 25.09 above is to allow the President of the Union, and/or designates, to decline an offer or offers of graduate assistantships in order to administer the affairs of TAUMUN.
- 25.11 The University and the Union shall make every reasonable effort to schedule negotiating sessions at times that do not interfere with the Graduate Assistant's employment duties. When this is not possible, members of the Union's Negotiating Committee shall be permitted the required time off to attend actual negotiating sessions with the University without loss of pay or benefits. In such cases the Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for her or his scheduled duties acceptable to the Supervisor. When this is not possible, the Supervisor shall make such arrangements.
- 25.12 Upon written request to the person designated by the Unit where the Graduate Assistant works, the University shall grant a leave of absence for up to three (3) Graduate Assistants per semester who may be elected or selected by the Union to attend labour conferences or conventions. The University shall grant a leave of absence, not to exceed one (1) week per semester, to a Union representative who is attending a union training session. At least two (2) weeks notice must be provided to the person designated within the Unit where the employee works. The Graduate Assistant shall make every reasonable effort to arrange an exchange or substitution for his or her scheduled duties or make alternative work arrangements acceptable to the Supervisor. If such arrangements can be made, the leave shall be with pay. If no such arrangements can be made, the leave shall be without pay.

Academic Conferences

- 25.13 Subject to the approval of the Supervisor and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the Graduate Assistant's academic program, a Graduate Assistant shall be granted leave up to two times per academic year not to exceed five (5) days each. If the Graduate Assistant is able to arrange an exchange or substitution for his or her scheduled duties or make alternative work arrangements acceptable to the Supervisor, the leave shall be with pay. If no such arrangement can be made, the leave shall be without pay.

Special Leave

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

Exchange of Duties

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

ARTICLE 26 – Wages

26.01 Graduate Assistant hourly wages shall be as follows (4% vacation pay included):

- September 1, 2009 – 8% increase \$18.80
- September 1, 2010 – 4% increase \$19.55
- September 1, 2011 – 4% increase \$20.33
- September 1, 2012 – 4% increase \$21.15

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

ARTICLE 27 – Duration

27.01 This Collective Agreement shall remain in effect from the date of ratification until such time as a new Collective Agreement is ratified or until there is a strike or lockout, whichever comes first. Either party may give notice in writing, not more than ninety (90) days and not less than thirty (30) days before August 31, 2013 or not more than ninety (90) days and not less than thirty (30) days before August 31 of each subsequent year, if notice was not given by either party in the previous year, of its desire to commence collective bargaining with a view to the renewal or revision of this Collective Agreement or the conclusion of a new Collective Agreement.

APPENDIX A
LABOUR RELATIONS BOARD ORDER

Labour Relations Act

- and -

**Teaching Assistants' Union of Memorial
University of Newfoundland (TAUMUN)**

Applicant

- and -

Memorial University of Newfoundland

Respondent

WHEREAS an application for certification as bargaining agent for a unit of employees of Memorial University of Newfoundland has been received from Teaching Assistants' Union of Memorial University of Newfoundland (TAUMUN) by the Labour Relations Board pursuant to the *Labour Relations Act*;

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 the Teaching Assistants' Union of Memorial University of Newfoundland (TAUMUN) be and it is hereby certified to be the bargaining agent for a unit of employees of Memorial University of Newfoundland comprising all graduate students employed as graduate teaching assistants, graduate assistants and graduate research assistants at the St. John's Campus of Memorial University of Newfoundland.

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 6th day of August, 2009



APPENDIX B

EMPLOYMENT CONTRACT AMENDMENT REQUEST

APPENDIX B - EMPLOYMENT CONTRACT AMENDMENT REQUEST

PART 1 - TO BE COMPLETED BY THE GRADUATE ASSISTANT

Name: _____	Employee Number: _____
Telephone: () _____	E-mail: _____

- Teaching Assistant • Course # and Name: _____
- Research Assistant

Number of hours in the employment contract: _____

Number of estimated additional hours to perform the work described in the employment contract: _____

Grounds for submitting the employment contract amendment request:

Supervisor's Name: _____

Unit: _____

Graduate Assistant's Signature: _____ Date: _____

PART 2 - TO BE COMPLETED BY THE SUPERVISOR

- Recommend the employment contract be amended to add (_____) hours of work.
- The workload will be adjusted to correspond to the number of hours of work indicated in the employment contract.
- The number of hours of work indicated in the employment contract corresponds to the workload requested.

Comments:

PART 3 - TO BE COMPLETED BY HEAD OF UNIT (if additional hours recommended)

Approved Yes No

Head's signature _____ Date: _____

Original: Human Resources (may be sent with payroll form if approved for payment)

Copies: Graduate Assistant, Supervisor, TAUMUN and Unit

APPENDIX C

University– Wide Procedures for Sexual Harassment Complaints (2001)

University - Wide Procedures for Sexual Harassment Complaints (2001)

1. Purpose
2. Application of Policy
3. General Principles
4. Definition of Sexual Harassment
5. Informal Meetings
6. Lodging a Complaint of Sexual Harassment
7. Mediation
8. Investigation
9. Sexual Harassment During Work Terms, Placements, Internships, Instructional Field Courses or Practica
10. Sir Wilfred Grenfell Campus, Harlow, L'Institut Frecker
11. Sexual Harassment Advisor
12. Sexual Harassment Board
13. Sexual Harassment Mediator Group
14. Appendix – Forms

1. PURPOSE

The procedures and recommendations for dealing with complaints of sexual harassment detailed in this document are aimed at providing a method for the resolution of such complaints which may arise at Memorial University of Newfoundland.

2. APPLICATION OF POLICY

This policy prohibits sexual harassment by any member of the University community. Any member may make a complaint of sexual harassment against another member of the university community. Adjunct professors, visiting scholars, grant-paid employees and post-doctoral fellows are considered members of the university community. Students and employees include former students and employees raising allegations of sexual harassment which occurred while they were still members of the university if those alleged incidents occurred within the time limits set out in this document.

Persons who are not employees or students of the University may have concerns about sexual harassment and are encouraged to express their concerns to the Sexual Harassment Advisor. When appropriate, these procedures may be used where a non-University person makes a complaint against a student or employee who was involved in the course of their work or study or participation in University activities and programs. Non-University persons include, but are not limited to volunteers, contractors, their employees and agents, vendors of goods and services and their employees and agents, visitors to the University, and others similarly connected to the University.

These procedures do not apply to non-University persons against whom a complaint is made. However, non-University persons are expected to conduct themselves in any University-related activity in a manner consistent with this policy. Allegations of sexual harassment against a non-University person will be dealt with by the University as unacceptable behaviour that may result in suspension of University privileges, such as access to campus or other appropriate action. Such allegations should be reported to the Sexual Harassment Advisor.

3. GENERAL PRINCIPLES

The Sexual Harassment Procedures shall be fair, and protect the individuals concerned as far as possible. All complaints shall be handled with confidentiality. Members of the Sexual Harassment Board, Mediator Group, and the Sexual Harassment Advisor are expected to maintain confidentiality, particularly within the work, study or living area in question. Confidentiality may not apply to persons subject to extra-University judicial processes, or where disclosure is required by law.

Malicious complaints and complaints made in bad faith shall constitute grounds for disciplinary action against the complainant, which shall be in accordance with existing collective agreements or other applicable disciplinary processes.

No person shall retaliate against another for bringing forward a complaint of sexual harassment. Retaliation is defined as behaviour which interferes with an individual's work or academic performance or creates an intimidating work or academic environment. The University considers retaliation or the threat of retaliation at any stage to be a serious offence because it prevents potential complainants and others from acting on their concerns.

In the University community power differences exist between or among faculty, staff and students. Where one person has power or authority over another, implied or explicitly, there is an increased potential for harassment issues to arise.

Parties will be strongly encouraged to resolve all disputes through the mediation procedures outlined in this document, but where these options fail, or were not deemed appropriate by the complainant after serious consultation with the Advisor, the complainant may request that an investigation be undertaken. In cases where either the complainant or the respondent feels aggrieved by the penalties imposed by the President, grievances or appeals may be sought. A complainant who is currently a member of a bargaining unit has the right to use the grievance procedures set out in a relevant collective agreement. These procedures may be used by anyone in the university community except students of the Co-operative Education Programmes employed outside the University during work terms.

These procedures are not intended to inhibit normal social relationships or freedom of expression, nor is it the intention of this document to detract in any manner from the rights of academic staff to academic freedom. These procedures do not restrict the right of individuals to complain to the Human Rights Commission, make use of the Criminal Code or the appropriate collective agreements, or take legal action. In cases of alleged sexual assault, individuals will be advised to contact the appropriate legal authorities immediately.

The Sexual Harassment Board must be representative of all groups on campus. The Board shall monitor the effectiveness of the procedures and recommend changes where needed.

The Sexual Harassment Advisor has primary responsibility for the implementation of the University-Wide Procedures on Sexual Harassment Complaints and plays a key role in educating the university community. He or she shall maintain neutrality and a high profile on campus. The Sexual Harassment Advisor reports to the President of the University and Memorial University of Newfoundland's Sexual Harassment Board. The University has a legal responsibility to provide a workplace and learning environment that is free of sexual harassment.

4. DEFINITION OF SEXUAL HARASSMENT

Conduct of a sexual nature directed at an individual or individuals by a person who knows or ought reasonably to know that such attention is unwanted, constitutes sexual harassment when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation, or
- b. submission to or rejection of such conduct by an individual is used as the basis for employment, or for academic performance, status or accreditation decisions affecting such individual, or
- c. such conduct interferes with an individual's work or academic performance, or
- d. such conduct creates an intimidating, hostile, or offensive work or academic environment.

Such conduct includes, but is not limited to, unwelcome sexual invitations or requests, demands for sexual favours, unnecessary touching or patting, leering at a person's body, unwelcome and repeated innuendos or taunting about a person's body, appearance or sexual orientation, suggestive remarks or other verbal abuse of a sexual nature, visual displays of degrading or offensive sexual images, threats of a sexual nature, sexual assault, and any other verbal or physical conduct of a sexual nature.

Sexual harassment may occur during one incident, or a series of single incidents which in isolation would not necessarily constitute sexual harassment.

Sexual harassment may occur between individuals of the same sex or between the sexes.

Sexual harassment may occur in the course of work or study or participation in university-sponsored organizations, activities and programs, whether they occur on-campus or off-campus. Examples of off-campus settings, include, but are not limited to, field trips, athletic team road trips, conferences or training events, and work or study-related social functions.

5. INFORMAL MEETINGS

Meeting with the Sexual Harassment Advisor

A person who thinks he or she has been the target of sexual harassment should meet with the Sexual Harassment Advisor. Anyone may anonymously seek the advice of the Advisor, but the Advisor should suggest to anonymous complainants that they refrain from naming individuals as long as they wish to remain anonymous.

The Advisor shall provide information about the University's policy and its procedures to individuals seeking advice. The Advisor shall also provide information about other available University services, including the Counselling Centre, Employee Assistance Program, Campus Enforcement and Patrol, Student Health Services, and other appropriate external services.

The Advisor may recommend to individuals how they might attempt to resolve the situation confidentially between themselves and the subject of the complaint. For example, the Advisor may advise that the individual speak directly to the subject or write a letter. However, these types of advice-seeking interactions do not constitute complaints of sexual harassment nor is any attempt made to ascertain whether sexual harassment has occurred. No paper shall be deposited in the Advisor's Office as a result of such interaction, and no record shall be kept by the Advisor other than an anonymous account of the interaction for statistical purposes. As a result of an advice-seeking interaction, the Advisor shall take no action which adversely affects the academic, employment or professional interests of the subject of discussion.

6. LODGING A COMPLAINT OF SEXUAL HARASSMENT

a. Time Frame for Submitting a Complaint

If a complainant decides to pursue the mediation or investigative procedures outlined in this document to resolve a complaint of sexual harassment, he or she shall sign and file a sexual harassment complaint form (Form # 1) with the Advisor within twelve (12) calendar months of the incident or the most recent of a series of incidents. The Advisor shall encourage a complainant to pursue the mediation procedures outlined in this document, which are intended to address complaints of sexual harassment as quickly and fairly as possible.

b. Contacting the respondent of the complaint

If a complaint form has been signed and filed with the Advisor by the complainant, the Advisor shall immediately contact the respondent and inform the respondent that a complaint has been filed and the exact nature of the complaint. If the respondent refuses to acknowledge receiving this information, the Advisor shall send this notification in a manner that provides proof of receipt, either by means of a receipt signed by the individual so named in the notification, or in the presence of a witness other than the person delivering the notification.

The respondent shall have the right to decide whether or not to participate in any informal procedures or with an investigation. However, a decision not to participate will not stop the process and may result in an investigation nonetheless.

c. Advice to Members of Bargaining Units

When the Advisor has received a signed sexual harassment complaint form, and the complaint involves a member of a bargaining unit either as the complainant or as the respondent, the Advisor shall immediately inform the complainant or the respondent that she or he should contact the appropriate union representative for advice. The complainant or the respondent shall sign a form signifying that she or he has been so informed by the Advisor. (Form #2) If the individual refuses to sign the form, then the information shall be delivered by the Advisor in a manner that provides proof of receipt, either by means of a receipt signed by the individual named in the notification, or in the presence of a witness other than the person delivering the notification.

d. Multiple complaints

If several complaints are received regarding the same individual and the complaints refer to the same incident or same incidents, these complaints shall be processed as one complaint. Each complainant will have the opportunity to make their individual submissions.

e. Interim Accommodation

The complainant or the respondent may request that the University Administration take immediate measures to preserve their safety, morale, or efficiency while a situation is being resolved, investigated or decided. Any decision and action by the University administration to take immediate measures to preserve the safety, morale, or efficiency under this paragraph in response to a request from a complainant or respondent shall be without prejudice to the rights of either the complainant or the respondent under these procedures, and shall not in any way be deemed to be an indication of bias on behalf of the University administration towards either the complainant or the respondent under any processes governed by these procedures, and shall not be considered as evidence by either the President or the investigator in their review or investigation of a complaint.

7. MEDIATION

a. Options

The complainant may choose amongst the following mediation procedures. The mediation procedures are: 1) meeting with the respondent of the complaint with the intervention of a member of the Sexual Harassment Mediator Group, mutually agreed upon by the complainant and the respondent, or 2) any procedure proposed by the mediator, and agreed upon by both the complainant and the respondent.

The complainant may use the mediation options in any order. If any one option is unsuccessful, the complainant may try another option. However, once an investigation has begun, the complainant may not revert to mediation procedures.

b. Role of the Sexual Harassment Mediator Group

If both the complainant and the respondent consent to mediation, the Advisor will help the parties identify a mutually acceptable mediator from the list of ten (10) Sexual Harassment Mediator Group members. The Advisor shall ensure that the mediator chosen is free of any conflict of interest and/or apprehension of bias. If the matter proceeds to mediation, the mediator shall contact the parties with a proposal for a mediation process within five (5) working days of his or her appointment.

c. Mediation procedures

The mediator may attempt to facilitate a meeting between the two parties, or speak to the respondent on behalf of the complainant. The mediator may choose to speak to each party privately before the meeting occurs. The mediator may propose another course of action to the complainant and the respondent, and if both parties agree, may proceed with the proposed procedures.

In the event of a meeting between the parties, both the complainant and the respondent may bring another person with them to such a meeting and shall inform the Advisor of the identity of that person. The Advisor shall then forward this information to the other party at least 3 working days before the scheduled meeting. If either the complainant or the respondent object to the person identified to accompany the other party, the Advisor shall forward the objection to the other party and ask that party to choose another person to accompany him or her to the mediation. Both the complainant and the respondent shall be advised that the persons they choose to accompany them to a mediation should not be individuals who have been directly involved in the alleged harassment. Since the mediation procedures attempt to provide individuals with a process by which they might, together, reach a resolution, it is advised that neither party bring a lawyer to such meetings.

If, through the mediation process, a resolution is achieved, the mediator shall write the agreed upon resolution. This agreed upon resolution shall be signed by the complainant, the respondent and the mediator and shall be presented to each of the parties and the Advisor. The Advisor shall place the agreed upon resolution in a confidential file for 6 months from the date of the signing. If within that six (6) month period the complainant does not have any further complaints against the same respondent, the agreed upon resolution and all written records associated with the case shall be destroyed and the Advisor shall keep only an anonymous account of the complaint for statistical purposes.

If a resolution is not achieved as a result of mediation, all records and notes relating to what took place during the mediation shall be destroyed and no person shall give evidence or introduce documents during any subsequent proceedings at the University which would disclose what took place during the mediation.

d. Request for Investigation

Upon the completion of the mediation procedures without resolution, which occurs the day the Advisor receives written notification to that effect from the mediator, the complainant, or the respondent, the complainant has 7 working days to refer the matter to an investigation. She or he shall forward a written statement to the Advisor, indicating that mediation procedures have failed, and that she or he is requesting an investigation. The complainant shall sign and file Form #3 with the Advisor. If the complainant does not ask for an investigation within the seven (7) working days allotted, the Advisor shall retain the original complaint (form #1) in a confidential file for six (6) months. If the complainant does not have, within that six (6) month period, any further complaints against the same respondent, the Advisor shall destroy the file and all its contents relating to the case and keep only an anonymous account of the complaint for statistical purposes only.

8. INVESTIGATION

- a. If the complainant feels that the mediation procedure failed, or the mediation procedure was not chosen as an appropriate process, she or he has the option of asking for an investigation to be conducted. The complainant shall sign and file with the Advisor form #3 requesting an investigation. The Sexual Harassment Advisor shall forward forms #1 and #3, with details of the allegations, to the President's Office within 3 working days that the request for an investigation is signed. Any materials which the complainant wishes to attach to the above forms shall be copies only. The complainant should keep all original documents. The Advisor shall send a copy of all this material to the respondent at the same time.
- b. Based on the signed complaint, and with the consent of the individuals, the President may conduct separate interviews with the complainant, the respondent, and the Advisor. The President shall decide if the allegations of sexual harassment have enough substance to warrant a formal investigation. Before an investigation begins, the President shall inform the respondent, in writing, that an investigation will proceed. This notification, which shall include a copy of the signed allegations and all attachments, shall advise the respondent of his or her right to representation according to the relevant collective agreement, if any, and shall be sent within 20 working days of the President's receipt of the allegations. Such notification shall be delivered by the University Administration in a manner that provides proof of receipt, either by means of a receipt signed by

the individual so named in the notification, or in the presence of a witness other than the person delivering the notification. The President will also inform the complainant that an investigation shall proceed.

If the President decides that the allegations do not warrant an investigation, he or she shall inform the complainant and the respondent in writing of this decision within 20 working days of having received the allegation. No further action shall be taken, and the file destroyed.

- c. If the President decides that the allegations of sexual harassment have sufficient substance, he or she shall decide to proceed with an investigation. This investigation process commences with the receipt by the respondent of the written notification in section 8 (b) and shall conform to the relevant clauses of the appropriate collective agreement.
- d. The President shall appoint an investigator as the Investigative Officer to investigate any case of sexual harassment. Neither the Sexual Harassment Advisor nor the mediator involved in the case shall be the Investigative Officer for any case. The Investigative Officer shall not be an employee, member, or partner of a law firm that has been used by the University in the preceding five years. The Investigative Officer appointed shall be free of conflict of interest, nor shall there be a reasonable apprehension of bias.
- e. The respondent has the right to full information concerning the allegations and supporting arguments. Prior to the conclusion of an investigation, the respondent shall be given adequate opportunity to know any evidence presented and to respond to that evidence if he or she chooses.
- f. The Investigative Officer shall conduct an investigation into the allegations of sexual harassment and she or he shall write a final report which shall be forwarded to the President's Office. The Investigative Officer shall ascertain the facts surrounding the complaint and conduct the investigation in an impartial, fair and objective manner. All persons whose evidence is referenced in the investigation shall be named. The investigation shall be completed and the Investigative Officer's final report shall be submitted to the President within 60 working days of the initiation of the investigation. A copy of the final report shall be sent to the complainant, the respondent, and the Sexual Harassment Advisor.
- g. Upon receipt of the final report, the President shall wait 10 working days to give both the complainant and the respondent an opportunity to respond to the final report. The President shall decide if sexual harassment has occurred, based upon the Investigative Officer's final report. Within 15 working days of receiving the final report, the President shall simultaneously notify, in writing, the complainant, the respondent, the Sexual Harassment Advisor, if the allegation of sexual harassment is founded, and of the action the President will take. This notification shall be delivered by the University Administration in a manner that

provides proof of receipt, either by means of a receipt signed by the individual so named in the notification, or in the presence of a witness other than the person delivering the notification.

h. Discipline

The President of the University may impose fair and reasonable penalties, subject to the applicable collective agreement or code of discipline.

Discipline will follow the concept of progressive discipline and will take the following into consideration:

1. The severity of the offence
2. The offence's degree of deliberateness
3. Whether the offence was an isolated incident or involved repeated acts
4. Mitigating or aggravating circumstances affecting either party
5. Whether there was an imbalance in power between the parties
6. The record of the subject of the complaint at the University vis-a-vis sexual harassment.
7. Sanctions applied in similar cases

The respondent shall have the right to grieve the action(s) or discipline of the President under the terms of her/his respective collective agreement where these apply. Time limits for launching grievances shall extend from the date of the President's notification of the action to be taken and shall conform to any relevant collective agreement. In the case of students or non-bargaining unit members and management of the university, appeals shall be directed to the Board of Regents.

i. Records

If the President of the University decides that sexual harassment did occur, the Sexual Harassment Advisor shall keep on file all materials pertaining to the complaint and the investigation in his/her office until all deadlines for appeal or grievance have passed or 12 months have elapsed, whichever is longer. At the end of this period, if no appeal or grievance was initiated, all materials pertaining to the complaint and investigation shall be placed in the relevant personal files for that period provided in the applicable collective agreement, the University regulations with respect to students and for two (2) years with respect to all others. Any and all other copies of these materials shall be destroyed.

In cases where the President decides that sexual harassment did occur, and the respondent appeals or grieves this decision or the penalties imposed, and the President's decision that sexual harassment did occur is upheld when the appeal of grievance procedure has been completed, all materials pertaining to the complaint shall be placed in the relevant personal files for that period provided in the applicable collective agreement, the University regulations with respect to

students and for two (2) years with respect to all others. Any and all other copies of these materials shall be destroyed.

In cases where the President decides that sexual harassment did occur, and the respondent appeals or grieves this decision or the penalties imposed, and the appeal or arbitration does not conclude that sexual harassment occurred, all materials pertaining to the complaint shall be destroyed. The complainant or the respondent may request that a copy of the final report be placed in her/his own personal file in Human Resources if one exists.

In cases where the President decides that sexual harassment did not occur, all materials pertaining to the complaint shall be destroyed.

9. SEXUAL HARASSMENT DURING WORK TERMS, PLACEMENTS, INTERNSHIPS, INSTRUCTIONAL FIELD COURSES, OR PRACTICA

The University has no control over companies, agencies, or institutions that employ students of the Co-operative Education Programmes, or those that supervise students doing placements, internships, instructional field courses, or practica outside of the University. These procedures cannot be used to address student complaints of sexual harassment in non-Memorial workplaces.

Many of the companies, agencies and institutions that regularly employ or supervise students in non-Memorial workplaces will have procedures to deal with sexual harassment or other forms of discrimination that students can use. In the absence of such procedures, students can complain to the Human Rights Commission or similar institutions or take legal action. The Advisor will be available to students who wish to discuss incidents and options.

Students are advised to report incidents of sexual harassment or other forms of discrimination that occur outside the University during work terms to their work Term Coordinators from the Office of Co-operative Education at Memorial. Students who are doing placements in non-Memorial workplaces, should report incidents of sexual harassment or other forms of discrimination that occur in this context to their faculty supervisor or department head, as appropriate.

10. SIR WILFRED GRENFELL CAMPUS, HARLOW, L'INSTITUT FRECKER

Sir Wilfred Grenfell College, Harlow, and L'Institut Frecker shall follow the procedures for dealing with complaints outlined in this document. Where necessary, these campuses may draw on resources and personnel in St. John's.

The University shall provide free long distance telephone calls to students on these campuses needing to speak to the Sexual Harassment Advisor or a member of the Sexual Harassment Mediator Group. The Sexual Harassment Advisor shall ensure that

the Counselling Centre in Corner Brook and the Directors of Harlow and L'Institut Frecker are aware of this policy.

11. SEXUAL HARASSMENT ADVISOR

- a. The Sexual Harassment Advisor shall be a university employee attached to the Office of the University President. For administrative matters, including the establishment of budgets, approval of expenditures, leave management and office support, the Advisor shall report to the Director of Human Resources.
- b. For all matters other than those specified in 11(a) the Advisor shall report to and be supervised by the Sexual Harassment Board. He or she shall submit a written annual report to the Board. This report for all matters other than those specified in 11(a) the Advisor shall report to and be supervised by the Sexual Harassment Board. He or she shall submit a written annual report to the Board. This report shall be available to the constituent groups of the Board.
- c. The Advisor shall be responsible for the administration of the University-Wide Procedures on Sexual Harassment Complaints. He or she is responsible for receiving and responding to complaints of sexual harassment, co-ordinating activities and providing advice regarding the sexual harassment procedures to members of the university. The Advisor is also responsible for developing a collection of information resources on sexual harassment, conducting research and maintaining expertise on issues surrounding sexual harassment.
- d. In consultation with the Sexual Harassment Board, the Advisor is responsible for the creation of public awareness, developing and providing education about the issue and prevention of sexual harassment within the university community.
- e. The Sexual Harassment Advisor shall be a neutral party when administering the Procedures. She or he will not be the advocate for either the complainant or the respondent. His or her role is to ensure that the procedures are properly followed, provide information to both parties and ensure that the parties involved understand these procedures and the options available to them.
- f. The Advisor shall be a non-voting member of the Sexual Harassment Board.
- g. The Advisor shall provide advice regarding the Procedures to members of the Sexual Harassment Mediator Group and others seeking direction in the handling of cases.
- h. In consultation with the Sexual Harassment Board, the Advisor is responsible for coordinating the training for the members of the Sexual Harassment Mediator Group and others involved in the application of the sexual harassment procedures. In addition, the Advisor is responsible for keeping the Board

members informed of current issues and developments related to sexual harassment and the resolution of sexual harassment complaints.

- i. The Advisor shall have a permanent office located at the St. John's campus and be available to all the campuses in St. John's. The Advisor will be available to the Corner Brook campus as the need arises. Memorial University shall pay for transportation, accommodation, and all other expenses incurred by the Advisor when the need to travel to Corner Brook arises.

12. SEXUAL HARASSMENT BOARD

- a. The Board shall be responsible for overseeing the implementation and evaluation of the University-Wide Procedures for Sexual Harassment Complaints and for the periodical review of the Procedures.
- b. The Board shall be responsible for recommending the selection of the Sexual Harassment Advisor. The Board shall provide advice, supervise and review the Sexual Harassment Advisor; and shall report annually in writing to the executives of each constituent group and the President of the University. The Board may prepare other reports on request from time to time.
- c. The Sexual Harassment Board, in consultation with the Sexual Harassment Advisor, shall appoint individuals to the Sexual Harassment Mediator Group.
- d. The Board shall be composed of ~~two~~ members appointed by each of the following:
 - o The Canadian Union of Public Employees, Local 1615 (CUPE)
 - o The Memorial University of Newfoundland Faculty Association, (MUNFA)
 - o The Newfoundland Association of Public Employees, Locals 7801, 7803, and 7804.
 - o Marine Institute Instructor and Marine Institute Support Staff. Local 7405(NAPE) & Local 7850 (NAPE) (one from each local)
 - o Council of Students' Union (MUNSU)
 - o Graduate Students' Union (GSU)
 - o Marine Institute Students' Union
 - o University Administration

These members shall be appointed for a two-year renewable term.

- e. The members listed above shall appoint one member from outside the university community to serve for a two-year renewable term. This member shall have voting rights.
- f. The parties listed in 12(d) shall be responsible for maintaining their representation on the Board in accordance with any procedures they may prescribe.

- g. All changes to the University Wide Procedures for Sexual Harassment Complaints require the unanimous consent of all constituencies listed in 12(d).
- h. The Sexual Harassment Advisor shall convene a meeting in January of each year for the purpose of electing a chairperson.
- i. Sir Wilfred Grenfell College shall set up its own Sexual Harassment Board with one member appointed from each of the constituent groups existing at the college for a two-year renewable term as appropriate and one member from outside the university community to serve as in 12(e).

13. SEXUAL HARASSMENT MEDIATOR GROUP

- a. The Sexual Harassment Board, in consultation with the Sexual Harassment Advisor, is responsible for appointing individuals to the Sexual Harassment Mediator Group. The Mediator Group members shall be chosen on the basis of their mediation and counselling experience and shall be appointed for a two-year renewable term.
- b. The Sexual Harassment Mediator Group shall comprise no fewer than 10 individuals, with no fewer than 4 members chosen from outside the university community. The remaining members shall be chosen from within the university community. The Board shall ensure that the Mediator Group comprises men and women, is reflective of the diversity of groups in the university, and includes individuals from the various campuses.
- c. The role of the Sexual Harassment Mediator Group is:
 - 1. to provide support and assistance to complainants and respondents when requested.
 - 2. to act as mediators as required under the informal procedures.
 - 3. to be supportive and non-judgmental toward all those seeking their assistance.
 - 4. where appropriate, to assist individuals to resolve concerns about sexual harassment.
 - 5. where appropriate, to refer individuals to other resources available in the university, such as the Counselling Centre, Employee Assistance Program.
 - 6. to provide information to complainants and respondents concerning the Procedures for Sexual Harassment Complaints and to advise them regarding courses of action available to them.

APPENDIX

FORM #1	SEXUAL HARASSMENT COMPLAINT FORM
FORM #2	ADVICE TO CONTACT MEMBERS OF BARGAINING UNIT
FORM #3	SEXUAL HARASSMENT ANONYMOUS REPORT

APPENDIX D

LETTER OF UNDERSTANDING: APPOINTMENTS

June 3, 2010

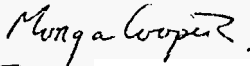
Mr. Juan Acevedo
President. TAUMUN

Dear Mr. Acevedo,

Re: Clause 12.02

In response to concerns expressed by TAUMUN in regard to the word "normally" in Clause 12.02, I am writing to confirm our mutual understanding that Graduate Assistantships are normally renewed in the absence of extenuating circumstances (i.e., student's academic standing, increases in student's total funding, and significant changes in the Unit's and/or University's financial position).

Sincerely,


Morgan C. Cooper,
Director of Faculty Relations & Chief Negotiator

APPENDIX E

LETTER OF UNDERSTANDING: HOLIDAYS

January 15, 2010

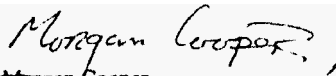
Ms. Jess Huber
President, TAUMUN

Dear Ms. Huber,

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

The parties agree that bargaining unit members shall receive the benefit of any additional academic holidays recognized by the University for members of the MUNFA or LUMUN bargaining units.

Sincerely,



Morgan Cooper
Director of Faculty Relations & Chief Negotiator

APPENDIX F

LETTER OF UNDERSTANDING: PARKING

April 7, 2010

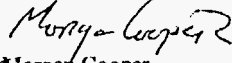
Mr. Juan Acevedo
President, TAUMUN

Dear Mr. Acevedo,

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


On an annual basis, the University shall provide the Union with one (1) parking pass for its use.

Sincerely,

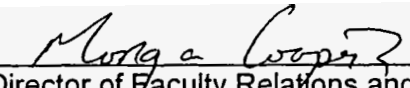

Morgan Cooper
Director of Faculty Relations and Chief Negotiator

This final, edited Collective Agreement signed at St. John's, Newfoundland and Labrador this 10th day of August, 2010 with effect from July 8, 2010.

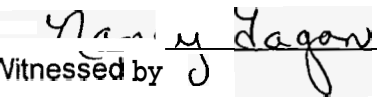
On Behalf of Memorial University
of Newfoundland



President and Vice-Chancellor



Director of Faculty Relations and
Chief Negotiator

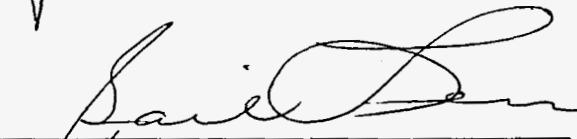


Witnessed by

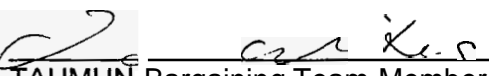
On Behalf of Teaching Assistants' Union
of Memorial University of Newfoundland



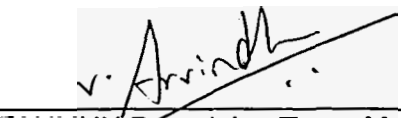
President, TAUMUN



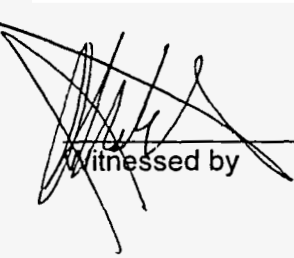
Chief Negotiator



TAUMUN Bargaining Team Member



TAUMUN Bargaining Team Member



Witnessed by

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