

June 17, 2010

TO: **ALL TAUMUN MEMBERS AT MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

RE: **RATIFICATION OF TENTATIVE AGREEMENT**

MEMORANDUM OF SETTLEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

(the Employer)

and

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

(the Union)

The Bargaining Committees of the Employer and the Union have reached a tentative first Collective Agreement.

The Bargaining Committees of each of the Employer and the Union have agreed to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.

WAGES

- Increases of: 8% retroactive to September 1, 2009 to \$18.80 per hour.
4% effective September 1, 2010 to \$19.55 per hour.
4% effective September 1, 2011 to \$20.33 per hour.
4% effective September 1, 2012 to \$21.15 per hour.

DURATION

- Four-year agreement expiring August 31, 2013.

APPOINTMENTS

- Graduate Assistantships assigned as part of the recruitment process are normally renewed for the duration of the graduate student's Master's or PhD program.
- Commitment from the University that "normally" constitutes guaranteed renewals except for extenuating circumstances that include: a student's academic standing; increases in a student's total funding; or significant changes in the Unit's or the University's financial position.
- Graduate Assistantships not resulting from the initial recruitment process shall be awarded according to financial need based on a student's funding.
- Undergraduate teaching and research assistants shall not be used to undermine the integrity of the bargaining unit.

ACADEMIC FREEDOM

- Guarantees of academic freedom when the objectives, content and method of delivery are not prescribed by the Supervisor in the work assignment.
- The right to express opinions and concerns with respect to content and structure of the assignment.
- The right to discuss and criticize policies and actions of the University and the Union.

INTELLECTUAL PROPERTY

- Graduate Assistants retain copyright of any lecture notes or course materials created exclusively by them.
- Graduate Assistants who participate in research projects share ownership in all inventions, discoveries or creations conceived or developed by them in the course of their employment in accordance with the University's policy on intellectual property.
- Graduate Assistants shall receive name recognition consistent with their contribution.

HOURS OF WORK AND WORK ASSIGNMENT

- A standard graduate assistantship consists of 56 hours of work within a 14-week period.
- Where hours of work exceed those contained in the initial appointment, a process is provided for modification of the hours of work and pay for all hours worked.

UNION SECURITY

- All Graduate Assistants are members of the Union unless a Graduate Assistant opts out of membership by written notice to the Union within 30 days of the date the initial appointment begins.
- The University will provide the Union with copies of all letters of appointment.
- The University will provide bargaining unit information to the Union each semester.
- Office space shall be supplied to TAUMUN.
- Union dues will be deducted from bi-weekly pay and remitted to the Union.

NO DISCRIMINATION AND NO HARASSMENT

- Strong anti-discrimination and anti-harassment language, including prohibitions against discrimination on the basis of gender identity, and a process for resolving disputes.
- Representation on the University's Respectful Workplace Advisory Committee and Sexual Harassment Board.

GRIEVANCE AND ARBITRATION PROCEDURE

- Right to union representation at every step of the grievance and arbitration process; clear language laying out steps and process.

HEALTH AND SAFETY

- Extensive language on health and safety provisions, including the right to refuse unsafe work, provision of personal protective equipment, and accommodation for pregnant and nursing mothers.

TECHNOLOGICAL CHANGE

- Consultation process for the introduction of technological change.
- No reduction in earnings of a Graduate Assistant due to technological change introduced during the term of a graduate assistantship.

LEAVES

Provision for the following leaves of absence:

- Sick Leave and Family Responsibility Leave
- Bereavement Leave
- Compassionate Care Leave
- Pregnancy, Adoption and Parental Leave
- Reservists Leave
- Court Leave
- Union Leave
- Academic Conference Leave
- Special Leave
- Union Leave includes provision of an amount equal to 5 Graduate Assistantships for the purpose of administering the Collective Agreement.

There are many other provisions in the new Collective Agreement. Your Bargaining Committee consisting of:

Juan Acevedo, President
Tracy Winters, First Vice-President
Arvinth Viswanathan
John L. Matchim
Gail Lem, PSAC Negotiator

unanimously recommends the acceptance of this tentative agreement.

If a majority of those voting ratify this tentative agreement, then your bargaining team will sign a first Collective Agreement with Memorial University of Newfoundland.

In Solidarity,



Juan Acevedo
President, TAUMUN

cc.: National Board of Directors
Jeannie Baldwin, REVP, Atlantic
Directors' Team
Susan Jones, Coordinator, Negotiations Section
Denis Boivin, Coordinator, Communications
Gail Lem, Negotiator
Negotiators/Research Officers
Cathy Murphy, Regional Coordinator
Jim Brohman, Regional Negotiator
Larry Gagnon, Regional Negotiator
Luc Guevremont, Regional Negotiator
Tom Milne, Regional Negotiator
Krista Devine, Coordinator, Representation Section
Ratification Kit Binder (Negotiations Section)