

COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF  
PUBLIC AND PRIVATE EMPLOYEES

On behalf of Custodial Personnel  
(LOCAL 7804 and 1809)

April 1, 2016

to

March 31, 2020

Signed: April 8<sup>th</sup>, 2019



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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01** Whereas it is the desire of both parties to this Agreement:
- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
  - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
  - (c) to encourage efficiency in operation;
  - (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.02** In the event that there is conflict between the content of this Agreement and any regulations made by the Employer, this Agreement shall take precedence over the said regulations.
- 1.03** Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement, now therefore the parties agree as follows:

## **ARTICLE 2 - DEFINITIONS**

- 2.01** For the purpose of this Agreement:
- (a) "Association" or "Union" shall mean the Newfoundland and Labrador Association of Public and Private Employees.
  - (b) "Bargaining Unit" shall mean the bargaining unit recognized in Article 3 of this Agreement.
  - (c) "Board" shall mean the Board of Regents of the University.
  - (d) "Contractual Employee" shall mean a person who is employed in a post which has not been established as a permanent post in the University for the purpose of performing certain specified work and whose terms of employment are specifically stated in the employee's letter of appointment.
  - (e) "Day" shall mean a working day unless otherwise stipulated in this Agreement.

- (f) "Employee" or "employees" where used is a collective term except as otherwise provided herein, including all persons employed in classifications contained in the Custodian bargaining unit.
- (g) "Employer" shall mean the Memorial University of Newfoundland.
- (h) "Layoff" shall mean a temporary cessation of employment because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 19, Clause 19.05.
- (i) "Month of Service" shall mean a calendar month in respect of which the employee or contractual employee is paid at the rate of full salary for not less than two thirds (2/3) of the number of working days in that month.
- (j) "President" shall mean the President of the University, a delegated representative, or any officer of the University authorized to act in the President's absence.
- (k) "Year" shall mean a twelve (12) month period starting April 1 of one (1) year until March 31 of the next year.
- (l) "Notice" means notice in writing which is hand-delivered or delivered by registered mail.
- \* (m) "Temporary assignment" shall mean the assignment of an employee to another position within the bargaining unit at the same or higher band level than the employee's current position. The Employer shall select for temporary assignment the senior employee from within the Department or Division of a Department concerned provided that the employee has the qualifications, ability to perform the work required.
- \* (n) "Secondment" shall mean the assignment of an employee, as determined by the University subject to Article 19.06 or upon application by the employee, to a position outside the bargaining unit at the same or higher band level than the employee's current position.
- \* (o) "Casual employee" shall mean a call-in employee who may be employed in a scheduled or non-scheduled shift and whose terms of employment are specifically stated in the employee's letter of appointment.
- \* (p) "Permanent employee" means a person who has completed the probationary period and is employed on a full-time basis without reference to any specified date of termination of service.

### **ARTICLE 3 - RECOGNITION**

- 3.01** The Employer recognizes the Association as the sole collective bargaining agent for classes of employees and contractual employees listed in Schedule "A".
- 3.02** When new classifications or positions are developed, the Employer agrees to consult with the Association as to whether such classifications or positions should be included in the Bargaining Unit. Should the Association and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
- 3.03** (a) No employee of the bargaining unit will lose a job because of a decision of the University to contract out work normally performed by that employee. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities.
- (b) No employee of the bargaining unit shall be laid off because the principal duties of that employee have been reassigned to, or assumed by, an employee outside the bargaining unit. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities, without loss of pay or benefits.
- 3.04** Temporary assignments from the bargaining unit to Supervisor shall be for a maximum of one (1) year which may be extended by another year by the Employer upon notification to the Union. Any further extension shall be by mutual agreement of the parties only. Once the employee returns to the bargaining unit it shall be for at least one (1) year before another temporary assignment outside the bargaining unit can be granted.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being vested in the Employer. The question of whether any of these rights is limited by this Agreement may be decided through the Grievance and Arbitration Procedures. The Employer shall not exercise its right to direct the working forces in a discriminatory manner and shall exercise such rights, powers and authority in a fair, equitable and reasonable manner.

## **ARTICLE 5 - EMPLOYEE RIGHTS**

- 5.01** Notwithstanding anything contained in this Agreement, any employee or contractual employee may present a personal complaint to the employee's Employer.
- 5.02** No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 5.03** At the employee's request, the employee shall be permitted to have a Union representative present at any meeting with the Employer concerning a matter arising out of the Collective Agreement.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01** In view of the orderly procedure for settling grievances, and following the signing of this Agreement, the Employer agrees that during the term of this Agreement, there will be no lockout; and the Association agrees that during the term of this Agreement, there will be no strike.

## **ARTICLE 7 - FUTURE LEGISLATION**

- 7.01** In the event that any law passed by the Government applying to employees or contractual employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of this Agreement.
- 7.02** If legislation results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to this Agreement.

## **ARTICLE 8 - ASSOCIATION SECURITY AND CHECKOFF**

- 8.01** All employees and contractual employees who are now or who become members in good standing in the Association will remain members as a condition of employment.
- 8.02** All employees and contractual employees not members of the Association coming within the Bargaining Unit will, as a condition of employment, pay the monthly dues of the Association from date of hire.

- 8.03** The Employer agrees to acquaint new employees and contractual employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in this Article.
- 8.04** All new employees and contractual employees coming within the Bargaining Unit who have completed thirty (30) calendar days' employment with the Employer, shall become and remain members in good standing as a condition of employment.
- 8.05** The Employer agrees to honour a written assignment of dues to the Association certified as the bargaining agent and; unless the assignment is revoked in writing, delivered to the Employer, the money so deducted shall be forwarded to the General Manager of the Association monthly. The Employer will forward to the Association with the first dues deduction cheque following the signing of the Agreement, a list showing the names of the employees and contractual employees from whom dues have been deducted and each month thereafter, a list showing deletions by the twentieth day of each month. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 35, of The Labour Relations Act, 1977.

## **ARTICLE 9 - APPOINTMENTS**

- 9.01** Upon initial appointment to a position within the bargaining unit, an employee shall be probationary for a period of six (6) months. Upon appointment from one (1) position to another, an employee shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 9.05.
- 9.02** Each employee shall be assessed during the probationary period and provided with feedback as to the employee's progress. The employee shall be notified in writing before the expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.
- 9.03** Every confirmation shall be deemed to have had effect as from the date on which the appointment was made.
- 9.04** Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President or a designated representative.
- \* **9.05** A successful applicant for promotion or transfer shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by mutual consent. Conditional on satisfactory service, the employee's appointment shall be confirmed after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to

perform the duties of the new job classification, the employee shall be returned to the employee's former position and salary level consistent with the employee's former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or found alternate employment at a salary level consistent with the employee's former position, without loss of seniority.

- 9.06** Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.
- 9.07** A probationary employee shall have recourse to the grievance procedure provided that termination of employment during the probationary period shall not be the subject of a grievance.
- 9.08** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the Bargaining Unit.
- 9.09** An employee unable through injury or illness to perform the employee's normal duties shall be provided with alternative suitable employment provided a position can be made available.
- 9.10** In instances where the employee's state of health is such that the employee can perform the majority of the duties of their position but require some accommodation, every reasonable effort shall be made to accommodate the employee.

#### **ARTICLE 10 - MEDICAL EXAMINATIONS**

- 10.01** An employee or contractual employee may be required to undergo, without cost to such employee or contractual employee, medical examinations by a physician in case of:
- (i) Consistent absence due to sickness or other disabilities,
  - (ii) Deterioration in the performance of duties,
  - (iii) In order to obtain periodic certificates of health where these are required.

## **ARTICLE 11 - ABSENCE FROM THE UNIVERSITY**

- 11.01** No payment of salary shall be made in respect of any period during which an employee or contractual employee is absent from the employee's duties without approved leave.
- 11.02** When an employee is unable, for any reason, to report to work, it is the employee's responsibility to notify the employee's Supervisor prior to the start of the employee's shift, unless circumstances beyond the employee's control prevail.

## **ARTICLE 12 - REGULATIONS**

- 12.01** All regulations concerning employees or contractual employees in the Bargaining Unit shall be supplied to the Association when issued.

## **ARTICLE 13 - TEMPORARY ASSIGNMENT**

- 13.01** An employee who is temporarily assigned to a position carrying a higher Band Level, the rate of pay shall be established at the nearest step on the new Band Level which exceeds the employee's existing rate by not less than five percent (5%), but not to exceed the maximum of the new Band Level.
- 13.02** When an employee or contractual employee is temporarily assigned to perform work in a classification paying a lower rate, the employee shall be paid at the employee's regular rate.
- 13.03** After an employee has been on temporary assignment for a continuous period of six months, the employee shall have the higher salary counted towards pensionable service from the date of the temporary assignment. The employee shall pay the unpaid employee contributions over a time period as agreed with the Department of Human Resources.
- 13.04** An employee shall be notified, in writing, by the employee's department head or supervisor when the employee is temporarily assigned.
- 13.05** When an employee or contractual employee is temporarily assigned, the employee shall have the right to revert back to the employee's former position at the end of the temporary assignment.

## **ARTICLE 14 - ACCESS AND SHOP STEWARDS**

- 14.01** The Employer agrees that access to its premises shall be allowed to persons employed full time by the Association for the purpose of interviewing a member, and such interviews shall not interfere with the operations of the Department concerned.
- 14.02** Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Department Head; and such meetings shall not interfere with the operations of the Department concerned.
- 14.03** The Employer agrees to recognize Shop Stewards appointed by the Association.
- 14.04** The Association shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.
- 14.05** The Employer acknowledges the right of the Union to elect or appoint seven (7) Shop Stewards for the St. John's Campus and three (3) Shop Stewards for the Corner Brook Campus.
- 14.06** Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time is required by the Shop Steward during working hours, the employee shall request such time off from the employee's immediate Supervisor. Such time off shall not be unreasonably withheld.
- 14.07** It is agreed that no discrimination will be practised as a result of any member accepting a position in the Association.
- 14.08** A Shop Steward or other employee or contractual employee who is a member of the grievance committee referred to under Step 1 of Clause 25.06, or the grievor, shall not suffer any loss of pay for any time lost in processing complaints or attending grievance meetings. However, such an employee or contractual employee shall not leave the employee's regular duties to discuss any business in respect of grievances without first obtaining permission from the employee's Supervisor. The employee or contractual employee shall notify the employee's immediate Supervisor when returning to duty.

## **ARTICLE 15 - PROTECTIVE CLOTHING AND UNIFORMS**

- 15.01** (a) The following items of protective clothing or uniforms shall be issued every year to full-time employees:

four (4) shirts  
four (4) pants

Employees working weekends and casual call-in shall be issued:

two (2) shirts  
two (2) pants

- (b) The following items of clothing shall be provided to employees and contractual employees when required for the performance of their duties:

safety glasses  
coveralls (Cloth)  
knee rubbers  
work gloves  
short jacket or cardigan  
rain suit  
parka/snowsuit/3-in-1 jacket  
insulated rubbers (steel shank)  
belt  
key protectors

- (c) Clothing which is to be issued on a regular basis, i.e. yearly, shall be ordered in advance so that every reasonable effort can be made to have them issued on April 1 of each year.

**15.02** Subject to Clause 15.01, it is agreed that the quantity, issue, and control of such clothing and uniforms shall be regulated by the Employer.

**15.03** Employees or contractual employees who have been issued protective clothing and uniforms shall be required to wear them at all times while in the performance of their regular duties and shall be required to keep them clean and in proper repair.

**15.04** Where safety boots are required by the Employer in accordance with safety regulations, the Employer shall reimburse the employee for the cost of safety boots up to a maximum of \$150.00 per year or \$300.00 every two (2) years upon presentation of a suitable invoice. Where specialty footwear or orthotic aids is required to address a medical issue as recommended by a medical specialist, the Employer shall reimburse up to an additional \$50.00 every two (2) years for a total cost not to exceed \$350.00 every two (2) years.

**15.05** The Employer shall provide safety glasses in areas where required.

## **ARTICLE 16 – JOB POSTING/PREFERRED WORK LOCATIONS**

- \* **16.01** (a) When a vacancy or a new job opening occurs for a position within the Bargaining Unit, the Employer will appoint the most senior employee in the Bargaining Unit. Should that employee decline the appointment, it will be offered to the next most senior employee.
  - \* (b) When a vacancy occurs that requires an external posting, the Employer will post notices of the opening for a period of five (5) days.
  - \* (c) When a Lead Hand or permanent preferred work location becomes vacant within the Bargaining Unit, the Employer will post notices of the opening for a period of five (5) days. The position will be awarded to the most senior applicant.
  - \* (d) An employee who holds a permanent preferred work location cannot be appointed to more than two (2) different lateral temporary positions in a year.
- 16.02** Internal notices of preferred work locations will be posted on appropriate bulletin boards in Supervisor's offices for a period of five (5) work days. The position will be awarded to the most senior applicant.
- 16.03** For the period June 16 to September 1 each year, the Employer will not post vacancies.

## **ARTICLE 17 - DISCIPLINARY ACTION**

- 17.01** All employees and contractual employees shall faithfully and to the best of their ability perform the duties assigned to them, shall comply with all Rules, Regulations, and Bylaws of the Board of Regents from time to time applying to them that are not inconsistent with the terms of this Agreement and shall use their best efforts, ability, and diligence to serve the University to advance its standard and to promote its interest.
- 17.02** Employees and contractual employees are entitled to retain their jobs on the basis of efficiency and honesty and in accordance with Clause 17.01 and Article 19. The Employer shall have the right to discipline or discharge any employee or contractual employee for just and sufficient cause.
- 17.03** Subject to Article 9, Clause 9.06, any employee or contractual employee who claims to have been unjustly dealt with shall have the right to be heard in

accordance with the procedure for adjustment of grievances as set down in Article 25.

**17.04** Should it be found at any Step (except Step 5) of the Grievance Procedure that an employee or contractual employee has been unjustly suspended or discharged, such employee or contractual employee shall be immediately reinstated in the employee's former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension or by any other arrangements as to compensation which is just and equitable in the opinion of the parties.

\* **17.05** Any employee or contractual employee who is demoted, suspended, or dismissed shall, within five (5) working days of oral notification, be notified in writing stating the reasons for demotion, suspension, or dismissal.

\* **ARTICLE 18 - PERSONNEL FILES**

**18.01** Copies of documents placed on an employee's or contractual employee's personnel file which may at any time be the basis of disciplinary action, shall be supplied concurrently to the employee or contractual employee, who shall acknowledge having received such a document by signing the file copy or acceptance of delivery by registered mail.

**18.02** Any reprimand or warnings given in writing and becoming part of an employee's or contractual employee's file shall be destroyed after eighteen (18) months has elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.

**18.03** When an employee or contractual employee has a grievance, those documents referred to in Clause 18.01 and retained in the personnel file will be made available to the employee or contractual employee.

**18.04** There shall be only one (1) recognized personnel file, and that file will be the one (1) maintained by the Department of Human Resources.

**ARTICLE 19 - SENIORITY**

**19.01** Both parties recognize:

- (a) the principle of promotion within the service of the Employer,
- (b) that job opportunities should increase in proportion to length of service.

**19.02** Where qualifications, ability, and suitability are relatively equal, seniority shall be the governing factor in determining promotions and filling posted job vacancies.

**19.03** The seniority of an employee or contractual employee shall be lost and all rights forfeited and there shall be no obligation to rehire when the employee:

- resigns or otherwise terminates services by voluntary act and does not withdraw the resignation within five (5) calendar days;
- he/she is discharged for just cause and is not re-instated;
- fails to return to work upon expiration of leave of absence,
- is absent without leave for three (3) working days without notification to the Employer;
- is laid off for a period of twenty-four (24) consecutive months or more,
- fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so. It is the employee's or contractual employee's responsibility to keep the Employer informed of the employee's current mailing address.

Seniority shall not be accumulated during any period of layoff. Seniority shall accumulate during Assisted Leave, Maternity, Adoption and Parental Leave, and Injury On Duty Leave without pay as defined in Articles 21 and 37.

**19.04** (a) The Employer agrees to maintain and post an up-to-date seniority list for employees and to supply the Union with a copy of the list in January of each year, such list to be correct to January 1st of that year.

(b) The Employer agrees to maintain and post an up-to-date seniority list for contractual employees twice a year and to supply the Union with a copy of this list.

**19.05** After completion of the probationary period, seniority shall date from the last entry into employment within the bargaining unit and shall operate on a bargaining unit wide basis. When a contractual employee obtains a permanent position, the employee shall be credited with seniority accumulated as a contractual employee.

**19.06** Excepting as provided under Article 22 (Resignation and Terminations), no employee or contractual employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

- 19.07** (a) In the event of layoff, employees or contractual employees shall be laid off in the reverse order of their seniority, provided that those being retained have the qualifications to perform the work required.
- (b) Contractual employees shall be laid off before any permanent employees are laid off provided that the employees being retained have the qualifications to perform the work required.
- (c) When an employee is displaced as a result of an employee returning to work or redundancy, the affected employee shall have the right to either return to their former position, if it still exists or displace the junior temporary employee on the shift and that employee will have the right to pick another shift and displace the junior employee on that shift. If these conditions don't exist, then the affected employee would displace the junior employee on the shift.
- 19.08** Employees and contractual employees shall be recalled in the order of seniority, provided that those employees and contractual employees being recalled have the qualifications and capability to perform the work required.
- 19.09** Subject to 19.05, employees or contractual employees in the bargaining unit promoted, demoted, or transferred to positions within the bargaining unit shall carry their seniority with them on promotion, demotion, or transfer.
- 19.10** (a) An employee or contractual employee who receives notice of recall and is unable to report for duty because of illness or injury, will not be eligible for any benefits under this Agreement other than those specified in Article 43. The employee or contractual employee, however, will not suffer a loss of seniority as set out in Article 19, Clause 19:03.
- (b) A contractual employee who is in receipt of Workers' Compensation benefits and whose contractual agreement expires and is unable to report for work shall suffer no loss of seniority, subject to Article 19 of Clause 19.03, if the employee subsequently returns to work in a bargaining unit position at the University.
- 19.11** (a) In the event an opening occurs in a contractual position and a permanent employee is successful in obtaining the position, said employee shall revert to the employee's former position in the event the contractual position becomes redundant.
- (b) An employee affected by Clause 19.11 (a) shall continue to accumulate seniority and any other applicable benefits while employed in the contractual assignment.

**19.12** Seniority for layoff, recall, and promotion purposes shall be accumulated during periods of Long Term Disability and any other leave covered by this Agreement.

## **ARTICLE 20 - SICK LEAVE**

**20.01** Sick leave benefits for prolonged periods of disability are provided under the Long Term Salary Continuance Plan and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.

**20.02** Sick leave benefits for lesser periods shall be granted in accordance with the following:

- \* (a) For periods of up to a maximum of four (4) consecutive days a "Reason for Absence" form must be completed and signed by the employee or contractual employee and must be provided to the Department Head through the employee's immediate supervisor. The Employer reserves the right to request a medical certificate in accordance with Article 20.02 (d).
  - \* (b) For periods in excess of four (4) consecutive days, a medical certificate must be provided to the Department Head through the employee's immediate supervisor. Where the Employer requires further detail regarding an employee's ability to perform their duties the employee will be required to provide a third party functional assessment at no cost to the employee.
  - \* (c) When sick leave benefits for periods of four (4) days or less, up to an aggregate in excess of seven (7) days in a year have been granted, a medical certificate may be required, in accordance with Article 20.02 (d), in respect of any further sick leave. Excessive intermittent use of those benefits will be considered as chronic absenteeism.
  - \* (d) To be acceptable a medical certificate must be obtained during the period of illness. When a medical note is not provided the leave will be converted to leave without pay.
- \* **20.03** Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of an acceptable medical certificate in accordance with Article 20.02 (d). Such leave must be applied for and shall be granted upon the recommendation of the Head of the Department and the approval of the Director of Human Resources. In order for an employee's annual leave to be converted to sick leave, the employee must contact their supervisor during the period of illness.

- 20.04** An employee or contractual employee who is scheduled to work on a University Holiday and qualifies for holiday pay, and reports in sick, shall be entitled to sick leave in accordance with this Article and shall receive a day off with pay at a later date.
- \* **20.05** The nature of illness section of the form is voluntary and employees are not required to provide personal or confidential information regarding their illness. Employees are required to provide information that is satisfactory to the Employer in order for the Employer to determine eligibility for the benefit sought.
- \* **20.06** In the event an employee is entitled to recover compensation for loss of income from a third party for a disability for which sick leave is paid or payable the University will be subrogated to the right of recovery of the employee for loss of income for sick leave paid. Upon repayment of sick leave such leave shall be recorded as leave without pay.
- 20.07** When an employee has used available sick leave and is not in receipt of Long Term Disability (LTD), the employee may elect, if the employee is still unfit to return to duty, to receive pay for any unused annual leave and to proceed on leave without pay to a maximum of twenty-six (26) months unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the University. The Employer will defer action pending the resolution of any initiated employee appeal of eligibility for LTD.

## **ARTICLE 21 - OTHER LEAVES**

### **21.01 Assisted Leave**

Upon application to the Board of Regents, an employee may be granted leave without salary but with a grant to aid the employee in pursuing studies or training relating to the employee's employment with the University. Such leave is granted with the specific needs of the University in mind and is subject to the following conditions:

- (a) The amount of the grant will be determined by the Board.
- (b) An employee in receipt of assisted leave will be required to sign an agreement to the effect that the employee will return to the University for not less than one (1) year upon completion of such leave or refund the grant received.

- (c) Employees while on leave for educational purposes shall continue to accumulate service for seniority purposes including promotion, layoff, and recall, provided they return to the bargaining unit.

\* **21.02** Leave Without Pay

Leave without Pay – Less than 30 Days

On the recommendation of the Unit Head, where operational requirements permit, leave without pay may be granted for a period of less than 30 Days. During a leave without pay for a period of less than 30 Days, an Employee must maintain existing coverage under the University's benefit plans.

To request a Leave Without Pay for a period of less than 30 Days, Employees are to complete a Reason for Absence request form.

Leave without Pay – Greater than 30 Days

On the recommendation of the Unit Head, and with the approval of the Campus Human Resources Designate, where operational requirements permit, leave without pay for a period up to one year may be granted to an Employee who has a minimum of 5 years continuous service with the University. Requests for leave without pay exceeding one year may be approved upon consideration of operational requirements and with the approval of the Campus Human Resources Designate.

The criteria to be considered in granting any leave without pay include, but are not limited to:

- operational requirements
- Employee's length of service, period of leave requested, reason for the leave
- whether a replacement is required
- whether a replacement is available
- benefits to the University
- benefits to the Employee
- professional development opportunity

An Employee's request for leave without pay may be granted where the purpose of the leave is to pursue alternative employment where there is a demonstrated

mutual benefit. It is the responsibility of the Unit Head or delegate to review all requests for Leave Without Pay to ensure that they fall within the policy guidelines before submissions are made to the Department of Human Resources.

For periods of Leave Without Pay for greater than 30 Days, benefit and pension plan coverage is optional. When choosing to continue coverage the cost of insured benefits are paid fully by the Employee, except in cases of Maternity and Parental Leave for which the Employee is responsible for paying the Employee portion only. Arrangements for prepayment are to be made with the Department of Human Resources. To request a leave without pay for a period that is greater than 30 Days and to view available options for coverage while on leave, Employees are to complete a Leave without Pay (Greater than 30 Days) Request Form.

An employee may terminate unpaid leave provided a minimum of two (2) weeks' notice is provided to the Employer.

### **21.03 Political Leave**

- (a) The University recognizes the right of every citizen to enter political life if the employee so desires; but proper regard must be paid to the administrative, technical, and service needs of the University. Accordingly, leave of absence will be granted for a period of up to four (4) weeks without pay, except where the campaign period coincides with the normal vacation period, to enable an employee to contest an election. This is, however, subject to the discretion of the President or his delegated representative who will satisfy himself, in consultation with the Dean of the Faculty or Head of Department concerned, that the work of the Department will not suffer unduly as a result.
- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.
- (c) In the event of the candidate being elected to the Provincial or Federal Government, the employee will be granted a leave of absence without pay for the term for which the employee has been elected. At the end of this time if the employee contests a second election and is successful, the employee will be required to resign the employee's position. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume the employee's employment with the University; but there is no guarantee of reinstatement in the employee's former position.
- (d) With regard to an employee being elected to a Municipal Council or engaging in other political activities, a leave of absence may be granted for periodic duty, if necessary, subject to appropriate reduction in University duty and

pay. The needs of the University must at all times take precedence over political obligations.

#### **21.04 Compassionate Leave**

- (a) An employee or contractual employee shall be entitled to leave with pay for a period of up to five (5) days in case of the death of the employees' spouse or child.
- (b) An employee or contractual employee shall be entitled to leave with pay for a period of up to three (3) days in case of the death of the employee's or contractual employee's mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and step-parent or a near relative permanently residing in the employee's or the contractual employee's household.
- (c) If the death of a relative referred to in (a) and (b) above occurs outside the Province, an employee or contractual employee shall be entitled to leave with pay for one (1) additional day for the purpose of attending the funeral.
- (d) An employee or contractual employee shall be entitled to special leave with pay up to a maximum of one (1) day in the event of the death of the employee's or contractual employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
- (e) If an employee or contractual employee, while on annual leave, qualifies for compassionate leave under Clause 21.04(a), 21.04(b), or 21.04(d), the employee or contractual employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.
- (f) In the event that a death occurs, in the Province, outside the immediate area (200 km radius), the employee or contractual employee shall be given one (1) additional day to the time offered in Clause 21.04(a), 21.04(b) and 21.04(d) in order to allow for travel to and from the place of the burial.

#### **21.05 Maternity/Adoption/Parental Leave**

- (a) The commencement and termination dates of an employee's maternity/adoption/parental leave shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks' maternity/adoption/parental leave under this Clause.

- (b) The Employer reserves the right to require an employee to commence maternity/adoption/parental leave prior to the time specified in Clause 21.05(a) if the state of the employee's health becomes incompatible with the requirements of her job.
- (c)
  - (i) The employee shall resume the former position and salary upon return from maternity/adoption/parental leave, with no loss of accrued benefits.
  - (ii) Employees while on maternity/adoption/parental leave shall continue to accumulate service for seniority purposes including promotions, layoffs, and recalls.
- (d) Annual leave shall accrue during periods of maternity, adoption and parental leave without pay.
- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of fitness from a physician.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy during anytime prior to the scheduled beginning of the employee's maternity/adoption/parental leave or the birth of the child, whichever occurs earlier.
- (g) Periods of maternity/adoption/parental leave up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay.
- (h) Employees on leave will have the option of continuing to pay the employee's portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums, the employer will also pay its share of the premiums.

#### **21.06 Family Responsibility Leave**

An employee shall be awarded up to three (3) days paid family leave each year to be utilized for the following reasons:

- (i) attend to temporary care of a sick family member;
- (ii) attend to needs related to the birth or adoption of an employee's child;
- (iii) accompany a family member on a dental or medical appointment;
- (iv) attend meetings with school or other authorities;
- (v) attend to needs related to elder care;
- (vi) attend to needs related to home or family emergencies;

- (vii) attend to needs related to the death of a family member;
- (viii) attend to other personal, family or home related needs not listed above;

**21.07 Leave for Court Appearance or Incarceration**

In the event that an employee or contractual employee is accused of an offence which requires a court appearance, the employee shall be granted leave of absence without loss of seniority, benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such appearance. In the event that the accused is jailed awaiting a court appearance, the employee or contractual employee shall receive leave without pay and without loss of seniority.

**21.08 Paid Jury or Court Witness or Jury Selection Leave**

The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as a juror, witness in any Court or who is required to attend jury selection. The employee will present proof that the employee attended as a juror, witness in Court, or for the purpose of jury selection. Any remuneration received from the Courts will be over and above the employee's pay and benefits from the Employer.

**21.09 Leave in Special Circumstances**

In the case of a Natural Disaster and at the request of the employee or contractual employee through the Department Head or the employer's designated representative, leave with pay not exceeding one (1) day shall be granted by the Associate Director of Human Resources.

**\* 21.10 Compassionate Care Leave**

In accordance with Employment and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the employer shall grant the employee compassionate leave without pay for up to a period of twenty-eight (28) weeks in order to care for a gravely ill family member as defined by Social Development Canada.

- (i) An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.
- (ii) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.

- (iii) Employees on leave under this Clause who are part of the Group Insurance Plan, may be permitted to continue to pay premiums on a one hundred percent (100%) basis.
- (iv) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.

## **ARTICLE 22 - RESIGNATIONS AND TERMINATIONS**

- 22.01** An employee or contractual employee is expected to give reasonable notice of intention to resign, having in mind the nature of the duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not, in any case, be less than two (2) weeks.
- 22.02** If an employee or contractual employee leaves the employment of the University without proper notice of termination as provided for by these rules or during the period of such notice, the employee's salary shall cease as from the date on which the employee last performed duties at the University.
- 22.03** The appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a Department or section or change in Departmental or University structure, which negates the function of the employee's appointment or involves an adjustment in staff performing such functions. In the case of such terminations, the provisions of Article 19 will govern; and every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given the maximum advance notice of action as circumstances permit, and such notice of termination shall not be less than one (1) month. Where an appointment is terminated under this Clause, the employee shall receive a severance grant of:
- (1) In the case of an employee with at least one (1) year continuous service but not in excess of five (5) years' continuous service - two (2) days' pay for each year of service.
  - (2) In the case of an employee with continuous service in excess of five (5) years but not in excess of ten (10) years' continuous service - five (5) days' pay for each year of service.
  - (3) In the case of an employee with continuous service in excess of ten (10) years - seven (7) days' pay for each year of service.

Fractions of a year of service shall be computed to the nearest 2 day of severance grant.

- 22.04** For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay as provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service; but the periods of Long Term Disability or authorized leave without pay shall not be counted as service in the calculation of severance grant.

\* **ARTICLE 23 - SEVERANCE PAY**

- 23.01** An employee who has one (1) or more years of continuous service in the employ of the University immediately prior to the effective date of this Article is entitled to be paid, or in the event of death paid to the employee's estate, severance pay equal to five (5) day's pay for each year of service, up to a maximum of one hundred (100) day's pay.
- 23.02** For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay, as provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service, but the periods of Long Term Disability or other periods of authorized leave without pay shall not be counted as service in the calculation of severance pay. Maternity, paternity and adoption leave of up to 52 weeks shall be counted as service in the calculation of the severance payment.
- 23.03** The maximum severance pay which an employee shall be paid for his total period of employment with the University shall not exceed one hundred (100) day's pay.
- 23.04** The effective date of this Article shall be March 31, 2019. Notwithstanding that employees may elect which quarter of the 2019/20 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2019. Where an employee is on Long Term Disability or an approved leave of absence, the position and rate of pay at the date of Long Term Disability or date of leave of absence shall be used.
- 23.05** The fiscal year commencing April 2019 shall be divided into four (4) quarters:
- April 1, 2019 to June 30, 2019
  - July 1, 2019 to September 30, 2019
  - October 1, 2019 to December 31, 2019
  - January 1, 2020 to March 31, 2020
- 23.06** An employee shall notify the University in writing and no later than April 30, 2019

in which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into an RRSP. Transfers to an RRSP are subject to the rules and regulations set out by the Canada Revenue Agency. Where an employee fails to indicate their desire to transfer to an RRSP, they shall receive their full severance entitlement as a lump sum cash payment, subject to the normal statutory deductions. The University will use its best efforts to accommodate payment in the quarter chosen by the employee.

**23.07** Effective March 31, 2019, there shall be no further accumulation of service for severance pay purposes.

#### **ARTICLE 24 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

**24.01** Subject to Article 9, the Employer shall have the right to discipline, suspend, or discharge an employee or contractual employee for just and sufficient cause. In the event the Employer initiates a disciplinary action against an employee or contractual employee, the following procedures shall be followed.

- \* 1. When disciplinary action is taken against an employee or contractual employee, the employee shall, within five (5) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
  - 2. Where an employee or contractual employee claims to have been unjustly dealt with, the employee shall have the right to be heard in accordance with the procedures for adjustment of grievances as set down in Article 25.
  - 3. Where cause for dismissal exists, or is considered to exist, the employee or contractual employee may be suspended during an investigation.
  - 4. Where the decision is for dismissal, the matter may be taken up at Step 5 of the Grievance Procedure.
- \* **24.02** A probationary employee shall have recourse to the grievance procedure provided that termination of employment during the probationary period shall not be the subject of a grievance, but the employee shall be given at least two (2) weeks' notice of termination or payment in lieu of such notice except for just cause termination.

## **ARTICLE 25 - ADJUSTMENT OF GRIEVANCES**

- 25.01** Should a dispute arise between the Association or an employee or contractual employee and the Employer regarding the interpretation, application, administration, or alleged violation of this Agreement or out of any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 25.02** An employee or contractual employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by the representative Shop Steward. The Supervisor shall give an answer verbally within four (4) working days. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.
- 25.03** When a dispute involving dismissal, a question of general application or interpretation occurs, all or any Steps 1, 2, and 3 of this Article may be bypassed by mutual agreement.
- 25.04** A full-time representative of the Association may be present, at the request of the employee or contractual employee, at any meeting held in connection with grievances.
- 25.05** The employee or contractual employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.
- 25.06** Grievances shall be resolved within the following procedures:

**STEP 1:** The aggrieved employee or contractual employee shall, within four (4) working days after becoming aware of the occurrence of the grievance, submit the grievance to the Shop Steward.

**STEP 2:** If the Shop Steward considers the grievance to be justified, the employee or contractual employee concerned, together with the Shop Steward, may within a further three (3) days submit the grievance in writing to the employee's or contractual employee's Supervisor; and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Supervisor shall render a decision, in writing, within five (5) working days.

**STEP 3:** If the decision rendered at Step 2 is unsatisfactory, the Shop Steward, assisted by another Shop Steward, may submit the grievance in writing, within three (3) working days, to the designated Administrator. The designated

Administrator shall render a decision, following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance by the designated Administrator.

**STEP 4:** If the decision rendered at Step 3 is unsatisfactory, the grievance may be submitted in writing within three (3) working days by the Association to the President. The President, or his representative, shall render his decision following a meeting of the interested parties if deemed necessary, within five (5) working days.

**STEP 5: ARBITRATION**

If no satisfactory settlement has been reached under Step 4, no immediate steps will be taken to refer the matter to an Arbitration Board. Instead, a further attempt will be made to resolve the differences and a meeting will be held between a representative of the Employer and the Association, for this purpose, within three (3) days. If, following this meeting, no satisfactory settlement has been reached, either party may, within ten (10) days, give notice to the other in writing that the matter is being referred to an Arbitration Board of three (3) persons, which shall be legally constituted in accordance with and shall follow the procedure herein set forth:

1. Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability with power to modify disciplinary measures imposed by the Employer; but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
2. The party requesting arbitration must set forth in writing the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.
3. Within seven (7) days of receipt of the said notice of Arbitration, each party shall notify the other in writing of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board, within the delay provided, the other party may request the Minister of Employment and Labour Relations of the Government of the Province of Newfoundland and Labrador to appoint a representative on behalf of the defaulting party.

4. The two (2) arbitrators so appointed shall, within ten (10) days of the appointment of the latter, appoint a third arbitrator who shall be Chairperson. The three (3) parties thus appointed shall constitute the Arbitration Board. In the event, however, that the two (2) representatives of the parties to the Agreement fail to agree on the appointment of a Chairperson within the aforementioned ten (10) days, the Minister of Employment and Labour Relations of the Province of Newfoundland and Labrador may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.
  5. Both the Association and the Employer may file with the Board arguments in writing, and the Board may ask questions and request such further argument or clarification as it may require. Within a reasonable time following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. Copy of the Board's decision shall be immediately given to both parties to the dispute, and this decision shall be binding on both parties as provided for in Section 83 of The Labour Relations Act, 1977.
  6. If a party fails to attend or be represented without good cause at an Arbitration Hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 25.07** The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Association and shall be paid within two (2) weeks of the rendering of the decision. Each party shall bear the expenses of its nominee on the Arbitration Board.
- 25.08** The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 25.09** 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.
- 25.10** Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event, the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to an Arbitration Board.
- 25.11** Notwithstanding any other provisions of this Article, the parties may mutually agree to utilize any of various forms of Alternative Dispute Resolution to expeditiously

settle outstanding disputes which have gone through the grievance procedure and have been referred to Arbitration. Some of these alternatives are Med/Arb., Modified or Expedited Arbitration and Mediation. If Expedited Arbitration is selected it will be in accordance with the procedure set out below.

### Expedited Arbitration

Subject to mutual agreement between the parties, it is agreed that the following process shall be followed in an expedited arbitration process:

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole Arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
  - issue(s);
  - applicable provisions of the Collective Agreement;
  - general principle of arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply;
  - remedies requested.

Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut, if necessary.
- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items;
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.

- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

## **ARTICLE 26 - JOINT ASSOCIATION MANAGEMENT COMMITTEE**

- 26.01** A Joint Association Management Committee of not more than four (4) persons composed of an equal number of representatives of the University and representatives of the Bargaining Unit shall be established in the University. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations. Terms of reference shall include such things as safety and working conditions, local rules and regulations, efficiency and productivity, pay period, benefits plans, and Workers' Compensation.
- 26.02** The Association's representatives shall be selected by the members of the Bargaining Unit, and the Employer shall be duly notified in writing as to their names.
- 26.03** The Committee shall meet if and when the need arises but in any event, every two (2) months. Representatives of the Bargaining Unit on the above-mentioned Committee shall not suffer a loss of pay as a result of attending meetings of this Committee. Regular meetings, to be held every two (2) months, will be scheduled during working hours excepting where scheduled outside working hours by mutual agreement.
- 26.04** The meetings of the Committee shall be chaired by the Employer's representatives, and the Vice-Chairperson will be selected by the Bargaining Unit. Requests for meetings may be made by either party by giving seven (7) days' notice.
- 26.05** No member of the Bargaining Unit shall undertake to represent the Association at meetings with the Employer without the proper authorization of the Association. In order that this may be carried out, the Association will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Association with a list of its supervisory or other personnel with whom the Association may be required to transact business.

## **ARTICLE 27 - TIME OFF FOR ASSOCIATION BUSINESS**

- 27.01** With the approval in writing of the Department Head and where operational requirements permit, time off without loss of pay, not to exceed twenty (20) person days a year in total will be granted provided there is no cost to the Employer.
- 27.02** Where operational requirements permit and with the approval of the Department Head, time off without loss of pay will be granted, provided there is no cost to the Employer, to employees or contractual employees who are members of the negotiating committee while they are attending actual negotiating sessions, on the understanding that the number of employees or contractual employees in attendance at negotiations shall be kept to a reasonable limit.
- 27.03** With the approval in writing of the Department Head, and where operational requirements permit, an employee or contractual employee who is a member of the Provincial Board of Directors or Executive of the Association and who is required to attend meetings of the Association shall be granted leave with pay not exceeding ten (10) days in one (1) year.
- 27.04** The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year for an employee selected for a full-time position with the Union without loss of accrued benefits.

## **ARTICLE 28 - HOURS OF WORK**

- 28.01** For the purpose of this Article:
- "Day" means a twenty-four (24) hour period commencing at 0001 hours.
  - "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- 28.02** Subject to the provisions of this Article, the Employer shall schedule hours of work for all employees or contractual employees. The schedule of work hours will be 40 hours inclusive of lunch breaks. Each employee shall be allowed one-half hour lunch break on each shift at a time scheduled by the Department Head.
- 28.03** For employees and contractual employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees and contractual employees work forty (40) hours per week, eight (8) hours per day.

- 28.04** For all other employees and contractual employees, the Employer shall schedule the hours of work so that employees and contractual employees work eight (8) hours per day and an average of forty (40) hours and of five (5) days per week. Contractual employees in excess of the regular compliment of staff may be utilized for a minimum of three (3) hours for snow clearing purposes from Monday to Friday.
- 28.05** An employee's or contractual employee's scheduled hours of work shall not be construed as guaranteeing the employee or contractual employee minimum or maximum hours of work.
- 28.06** The schedules of hours of work may be varied by the Employer, following meaningful consultation with the Association's representatives. Where at an employee's request the Employer agrees to an employee working other than a standard shift, the employee shall be treated as if they work the standard established shift for the purposes of the Collective Agreement.
- 28.07** Provided sufficient notice is given, and with the approval of the Employer, employees and contractual employees may exchange shifts if there is no increase in cost to the Employer.
- 28.08** Each employee and contractual employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift at a time to be scheduled by the Department Head.
- 28.09** When an employee's scheduled day off is changed without having been given at least forty-eight (48) hours' prior notice of having to work on the scheduled day off, the employee shall be paid double the regular hourly rate for each hour worked on such scheduled day off.
- 28.10** If a contractual Custodial employee is called and cannot work a particular shift in a twenty-four (24) hour period, then the employee will not be called for another shift that day.

## **ARTICLE 29 - OVERTIME**

- 29.01** When an employee or contractual employee who is scheduled to work forty (40) hours per week on a regular and non-rotative basis is required to work in excess of forty (40) hours in a work week, the employee shall be compensated for the number of hours worked in excess of forty (40) hours at the rate of 1 2 times the employee's regular rate; or the employee may, at the employee's request, be granted compensatory time off at the rate of 1 2 hours for each hour so worked, where operational requirements permit.

- 29.02** When an employee or contractual employee who is scheduled to work an average of forty (40) hours per week on an irregular or rotative basis is required to work in excess of the employee's scheduled hours in a work week, the employee shall be compensated for the number of hours worked in excess of forty (40) hours at the rate of 1 2 times the employee's regular rate for each hour so worked.
- 29.03** For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- 29.04** The University shall endeavour to distribute overtime equally among employees and contractual employees within the same classification.
- 29.05** Employees will be able to carry forward from one fiscal year to the next up to forty-eight (48) hours of banked overtime on the understanding that such overtime can only be taken as time off. The carryover of such time will amount to a forfeiture of all rights to be paid for such overtime except as time off with pay. Such time off will be taken at such times as to ensure that there are no additional costs to the University.
- 29.06** (a) When an employee is retained two (2) hours or more beyond or before the employee's regular work period, the employee shall be provided with either a meal or payment upon receipt provided the maximum of fourteen dollars and fifty cents (\$14.50) is not exceeded. Further, meals or payment shall be provided every five (5) hours thereafter.
- \* (b) When an employee is required to work overtime without twenty-four (24) hours notice, and is required to work in excess of four (4) consecutive hours, the employee shall be provided with a meal as outlined in 29.06(a).
- (c) The employee shall claim meals in accordance with 29.06(a) on a form provided by the Employer.
- 29.07** Overtime shall be on a voluntary basis unless the University is unable to obtain sufficient members of the bargaining unit to meet the exigencies of the University. In such cases, members of the bargaining unit shall be required to perform overtime. Where there are no volunteers for overtime duty, such duty shall be assigned on a rotation basis starting from the most junior employee that is qualified and available.

### **ARTICLE 30 - SHIFT DIFFERENTIAL**

**30.01** Effective Date of Signing:

(a) Shift Differential

A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day, provided that the shift includes hours after 1800 hours.

(b) Saturday and Sunday Differential

A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

**ARTICLE 31 - CALL BACK**

**31.01** Subject to Article 31.02, when an employee or contractual employee is called back and reports for work after the employee has left the employee's place of work, and such recall has not been scheduled in advance, the employee shall be paid for a minimum of three (3) hours at the applicable overtime rate.

**31.02** Where an employee or contractual employee is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hours' minimum, the benefits of the three (3) hours' minimum shall apply only once.

**31.03** When an employee or contractual employee is recalled to work under the conditions described in Clause 31.01, the employee shall be paid the cost of transportation to and from the employee's place of work, at the kilometre rate established by University policy for actual distance travelled up to forty (40) kilometres for each call back.

**ARTICLE 32 - ANNUAL VACATION**

**32.01** The amount of Annual Vacation Leave which an employee or contractual employee shall be eligible for in any one (1) year shall be one and two-thirds (1 2/3) days for each month of service up to twenty (20) working days.

- 32.02** Annual Vacation Leave entitlement shall be increased to twenty-five (25) working days on completion of ten (10) years of service and shall accrue at the rate of two and one-twelfth (2 1/12) days per month. An employee and contractual employee who has attained nine (9) years and six (6) months as of March 31st shall be considered to have ten (10) years of service for the purpose of this Clause.
- 32.03** Annual vacation entitlement shall be increased to thirty (30) working days upon completion of twenty-five (25) years of service and shall accrue at the rate of two and one-half (2 1/2) days per month. An employee and contractual employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this Clause.
- 32.04** A month of service shall mean a calendar month in respect of which the employee or contractual employee is paid at the rate of full salary for not less than two-thirds (2/3) of the number of working days in that month.
- 32.05** Fractions of Annual Vacation entitlement of one-half (1/2) day or more shall be considered as one (1) full day.
- 32.06** The vacation year shall be from April 1st in any year to March 31st in the next succeeding year, and Annual Vacation entitlement shall be computed as of March 31st.
- 32.07** (a) Subject to operational requirements, the Supervisor, in consultation with the employees and contractual employees, shall determine the method of selecting vacation dates. In the event that agreement cannot be reached, then seniority shall prevail.
- (b) Outside the June 15 to September 1 summer vacation period, when requesting leave of two (2) days or less, if the employee gives the Employer more than two (2) weeks' notice, then the granting of the leave shall be on the basis of seniority between those giving more than two (2) weeks notice. If requests for leave of two (2) days or less involve less than two (2) weeks' notice then the leave shall be granted on a first come basis.
- 32.08** Annual Vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) Where operational requirements permit, an employee or contractual employee may carry forward to another year any portion of annual leave unused in previous years until, by doing so, the employee has accumulated a maximum of twenty (20) working days of Annual Vacation entitlement, excluding current entitlement; or twenty-five (25) days' annual vacation if the employee is eligible for twenty-five (25) days in any year.

- (b) Where, because of extended sickness or other disability, Annual Vacation due to an employee or contractual employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made, or the vacation due may be carried forward to another year subject to paragraph 32.08(a) of this section.
- (c) An employee or contractual employee who is required by the employee's Department Head to defer the employee's Annual Vacation or a portion thereof to the following year in the interests of the University, shall, upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Director of Human Resources.
- (d) An employee or contractual employee shall receive payment in lieu of time off for any unused Annual Vacation entitlement or portion thereof due to the employee as of the effective date of termination.

**32.09** Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 32.08(b) and (c) of this section.

**32.10** Subject to Article 20.03, an employee or contractual employee who has entered upon Annual Vacation leave may not change the status of the employee's absence to any other type of leave.

**32.11** When a designated University holiday for an employee or contractual employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

**32.12** An employee or contractual employee may, upon giving at least twenty-eight (28) days' notice, receive on the last office day preceding commencement of the employee's Annual Vacation any remuneration which may fall due during the period of vacation.

**32.13** Any earned but unused vacation of a deceased employee shall be paid to such employees' estate.

**32.14** An employee on leave of absence without pay, Long Term Disability or layoff in excess of twenty (20) days in a year shall not accumulate annual vacation during the entire period.

### **ARTICLE 33 - UNIVERSITY HOLIDAYS**

**33.01** There shall be nine (9) designated paid holidays.

- 33.02** A schedule of University holidays will be issued at the beginning of each calendar year and may be revised as circumstances dictate. Such schedule, as well as any revisions thereto, will be discussed with the Association prior to implementation.
- 33.03** Where a designated holiday coincides with an employee's or contractual employee's day of rest and the employee qualifies for holiday pay, the employee shall be entitled to one (1) day off without loss of pay at a later date approved by the Supervisor or pay for one (1) day at the employee's regular rate of pay in lieu thereof.
- 33.04** An employee or contractual employee who qualifies for holiday pay and who is required to work on a designated holiday which coincides with the employee's day of rest shall be entitled, in addition to the employee's holiday pay, to pay at the rate of two (2) times the employee's regular rate for work performed on that holiday.
- 33.05** An employee or contractual employee who qualifies for holiday pay shall be entitled in addition to the employee's holiday pay to pay at 1 2 times the employee's regular rate for work performed on that holiday.
- 33.06** An employee on leave of absence without pay, Long Term Disability or layoff shall not be eligible for University holidays that may occur during the period.
- 33.07** For the life of this agreement full-time employees will receive two (2) additional days (16 hours) off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank sixteen (16) hours to be taken at a later date.

**ARTICLE 34 - CLOSURE OF THE UNIVERSITY**

**34.01** Where the University is officially closed for natural causes beyond its control, the University agrees that:

- \* (1) For those employees or contractual employees scheduled to work and who are unable to get to work:
  - (a) no loss of pay
  - (b) no loss of vacation
- (2) Employees who are not required to report to work during a closure will incur no loss of pay.
- (3) When the University remains open, employees should make every effort to

report to work. In the event that an employee is unable to report to the workplace but where the University remains open, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor. The number of hours of leave required is based on the employee's regular work schedule and the time the University officially closed.

- (4) Subject to Item 6, for those employees or contractual employees scheduled to work and do work, no extra pay.
- (5) For those employees or contractual employees scheduled to work and who work an extra shift or shifts above their normally scheduled shift overtime pay in accordance with the provisions of the Collective Agreement.
- (6) Employees or contractual employees who have been notified that they are required to report for work or who are classed as essential, in addition to their normal pay for that day, time off on an hour-for-hour basis at a mutually agreed time.
- \* (7) Employees or contractual employees in either of the categories under (6) above who refuse to report for work when required, shall not be entitled to any pay for that day. However, if a required employee is unable to report for work, annual leave is to be requested to cover lost time.
- \* (8) Employees who were not intending to be at work and who had scheduled a pre-approved leave on the day of closure in addition to the day prior or the day following the day of closure will have their leave processed as requested.
- \* (9) If the University re-opens during the workday, employees are required to report to work at the time of re-opening. In the event that an employee is unable to report to the workplace, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor.

## **ARTICLE 35 - TECHNOLOGICAL CHANGE**

**35.01** In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employees.

- 35.02** In the event of a technological change causing the termination of an employee, the Employer will follow the provision of Article 22, Clause 22.03.
- 35.03** No additional employee shall be hired by the Employer to replace any employee affected by the technological change or new method of operation until the employees already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee to retain the employee's employment, as provided for under Article 35, Clause 35.01.

### **ARTICLE 36 - TRAVEL EXPENSES**

- 36.01** When an employee is required by the University to travel on University business, then the employee shall be compensated in accordance with University policy.
- 36.02** Payment for the use of private vehicles on the Employer's business shall be limited to the rate per kilometre. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.
- 36.03** If an employee or contractual employee is required to travel on the Employer's business, then the employee shall be compensated for the employee's transportation subject to Clause 36.01, and the employee's lodging shall be paid by the Employer upon presentation of suitable receipts.

### **ARTICLE 37 - INJURY ON DUTY**

- \* **37.01** Where an employee or contractual employee is injured while on duty, the employee shall receive benefits as provided for by WorkplaceNL for the entire period of temporary disability as defined by WorkplaceNL. Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.
- \* **37.02** Where an employee or contractual employee is permanently and totally disabled as determined by the WorkplaceNL, the employee shall be paid such pension and allowances by the WorkplaceNL set out in their Schedule of Benefits.
- 37.03** A permanently and totally disabled employee or contractual employee may continue to contribute to the University Pension Plan.
- 37.04** Where a permanently partially disabled employee or contractual employee is certified by a physician as fit to return to work but can no longer carry out the

duties of the employee's position, every effort shall be made to place the employee in a position consistent with the employee's qualifications and capabilities.

- 37.05** Where the injury was due to the employee's or contractual employee's wilful misconduct, the employee may be disciplined in accordance with the provisions of Article 24.

### **ARTICLE 38 - EDUCATIONAL ASSISTANCE**

- \* **38.01** Subject to University Policy, an employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Department Head and approval of the Director of Human Resources, provided that the course is not available outside normal working hours and time is compensated for by the employee. Such permission will not be unreasonably denied.
- 38.02** An employee may be granted financial assistance for approved courses of study or special training, subject to the approval of the Head of the Department and the Director of Human Resources. The employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.
- 38.03** The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employee's lunch period or following the regular working day.
- 38.04** An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to the employee's employment.
- 38.05** The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to implement a program to provide same on an as required basis and where operational requirements permit.

### **ARTICLE 39 - CORRESPONDENCE**

- 39.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Staff Relations and the President of the Association.

\* **ARTICLE 40 – PERSONAL AND SEXUAL HARASSMENT**

**40.01** The procedures on personal and sexual harassment shall be as per the University Policy.

**ARTICLE 41 - GENERAL CONDITIONS**

**41.01** The parties to this Agreement agree that any Article in the Agreement may be altered or amended by mutual consent of the parties thereto.

**41.02** A first aid kit shall be supplied by the Employer and at appropriate locations of the Employer.

**41.03** Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

**ARTICLE 42 - NO DISCRIMINATION**

**42.01** The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by either party with respect to any employees or contractual employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, place of residence, membership or activity in the Association, or any other similar reason.

**ARTICLE 43 - BENEFIT PLANS**

**43.01** Subject to Clause 43.02, the following Group Insurance Plans presently in effect will be continued on the current cost-sharing basis:

- (a) Health
- (b) Life and Accidental Death and Dismemberment
- (c) Long Term Disability
- (d) Dental Insurance Plan

**43.02** Contractual employees (excluding Casual Call-ins paid on Miscellaneous Time Reports) will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment.

**43.03** Contractual employees (excluding Casual Call-ins paid on Miscellaneous Time Reports) will be required to participate in the Pension Plan on the earlier of:

- (i) The effective date of appointment to a contractual position of at least six (6) months duration and at least twenty (20) hours per week; or
- (ii) The effective date of completion of six (6) months continuous employment of at least twenty (20) hours per week.

**43.04** Part-time contractual and casual call-in employees shall receive thirteen percent (13%) in lieu of benefits.

\* **43.05** Other Post-Employment Benefits ("OPEB")

1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.
2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.
3. Current employees as of the date of signing of the collective agreement who retire with an immediate pension not later than March 31, 2024, with a minimum of five (5) years' pensionable service shall qualify for OPEB.
4. Current employees as of the date of signing of the collective agreement who retire after March 31, 2024 and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.
5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue and the University shall pay 50%.
6. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.
7. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.

8. Notwithstanding clause 7 above, employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit and are re-employed in a NAPE bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.
10. Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan based on the number of completed years' of pensionable service as follows:

Completed Years of Pensionable Service	Retiree Share	University Share
15-19 years	85%	15%
20-24 years	70%	30%
25-29 years	55%	45%
30+ years	50%	50%

11. This Letter of Understanding shall be limited to eligibility conditions for OPEB only and shall not replace or expand upon existing collective agreement provisions pertaining to group insurance plans offered by the University.
12. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc.

**ARTICLE 44 - DURATION OF AGREEMENT**

- \* **44.01** This Agreement shall be for a period commencing the date of signing and shall remain in full force and effect until the 31st day of March, 2020, and from year to year thereafter unless either of the parties gives notice in writing not more than 60 days and not less than 30 days immediately before the date of expiration of this Agreement of its desire to terminate the Agreement, or its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.
- 44.02** All Articles in the Collective Agreement will take effect as of the date of signing. Salaries will take effect on the dates specified in "Schedule A".

SIGNED AT ST. JOHN'S, NEWFOUNDLAND, THIS 8<sup>th</sup> DAY OF April, 2019

On behalf of  
Memorial University of  
Newfoundland

*[Handwritten signature]*  
Dessie Carles  
Stacy Fayer  
Jeff Belmont  
Allyce Rodge  
*[Handwritten signature]*  
KENT + *[Handwritten signature]*  
Averne Johnson  
Sharon Young

WITNESSED BY

*[Handwritten signature]*

On behalf of  
Newfoundland Association of  
Public and Private Employees  
Representing Custodial Personnel

*[Handwritten signature]*  
Peter Blundo  
Dan Dierker  
*[Handwritten signature]*  
Joyce Whittier  
Joan Parsons  
William McLeod

WITNESSED BY

*[Handwritten signature]*

**SCHEDULE A - SALARIES**

## *NAPE Custodial (Locals 7804 and 1809)*

*Effective April 1, 2015*

<u>Pay Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
<u>Step</u>															
01	16.78	17.94	19.20	20.52	21.93	23.40	24.93	26.56	28.24	30.02	31.85	33.76	37.43	41.13	44.81
02	16.97	18.15	19.43	20.76	22.18	23.67	25.21	26.86	28.57	30.36	32.22	34.14	37.86	41.60	45.32
03	17.17	18.36	19.65	20.99	22.43	23.93	25.51	27.17	28.89	30.71	32.58	34.53	38.29	42.08	45.84
04	17.36	18.56	19.87	21.23	22.68	24.21	25.79	27.47	29.22	31.05	32.95	34.92	38.73	42.55	46.35
05	17.55	18.77	20.09	21.46	22.93	24.47	26.08	27.78	29.54	31.39	33.31	35.31	39.16	43.02	46.87
06	17.74	18.98	20.31	21.71	23.19	24.74	26.37	28.08	29.87	31.74	33.68	35.70	39.59	43.49	47.38
07	17.93	19.18	20.53	21.94	23.44	25.00	26.65	28.39	30.19	32.09	34.05	36.09	40.02	43.97	47.90
08	18.13	19.39	20.75	22.17	23.69	25.28	26.94	28.69	30.51	32.43	34.42	36.48	40.45	44.44	48.41
09	18.32	19.60	20.97	22.41	23.94	25.55	27.23	29.00	30.84	32.78	34.79	36.87	40.88	44.90	48.93
10	18.51	19.80	21.19	22.64	24.20	25.81	27.52	29.30	31.16	33.11	35.15	37.24	41.31	45.39	49.44
11	18.71	20.01	21.41	22.88	24.45	26.09	27.80	29.61	31.49	33.46	35.51	37.64	41.74	45.86	49.96
12	18.90	20.21	21.63	23.11	24.70	26.35	28.08	29.91	31.81	33.81	35.88	38.03	42.17	46.33	50.47
13	19.09	20.42	21.85	23.35	24.95	26.62	28.38	30.22	32.14	34.16	36.25	38.41	42.60	46.80	50.99
14	19.29	20.63	22.07	23.59	25.20	26.90	28.66	30.52	32.46	34.50	36.61	38.80	43.03	47.28	51.50
15	19.48	20.83	22.29	23.83	25.46	27.16	28.94	30.82	32.79	34.84	36.98	39.19	43.46	47.75	52.02
16	19.67	21.04	22.51	24.06	25.71	27.43	29.24	31.13	33.11	35.18	37.34	39.58	43.88	48.22	52.53
17	19.87	21.25	22.73	24.30	25.96	27.69	29.52	31.44	33.44	35.53	37.72	39.96	44.31	48.68	53.04
18	20.06	21.45	22.96	24.53	26.21	27.97	29.81	31.75	33.77	35.88	38.07	40.35	44.75	49.17	53.56
19	20.25	21.66	23.18	24.77	26.46	28.24	30.09	32.05	34.08	36.22	38.44	40.74	45.18	49.64	54.07
20	20.44	21.86	23.40	25.00	26.72	28.50	30.38	32.36	34.41	36.57	38.81	41.13	45.61	50.11	54.59
21	20.63	22.07	23.62	25.24	26.97	28.78	30.67	32.66	34.73	36.92	39.18	41.52	46.04	50.59	55.10
22	20.83	22.28	23.84	25.48	27.22	29.04	30.95	32.97	35.06	37.25	39.54	41.91	46.47	51.06	55.62

# NAPE Custodial (Locals 7804 and 1809)

Effective April 1, 2015

	<u>Pay Level</u>														
	<u>1</u>	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<u>Step</u>															
23	21.02	22.48	24.06	25.71	27.47	29.31	31.23	33.27	35.38	37.60	39.90	42.30	46.90	51.53	56.13
24	21.21	22.69	24.28	25.95	27.73	29.58	31.53	33.58	35.71	37.95	40.27	42.69	47.33	52.00	56.65
25	21.41	22.90	24.50	26.18	27.98	29.85	31.81	33.88	36.04	38.29	40.64	43.07	47.76	52.47	57.16
26	21.60	23.10	24.72	26.42	28.23	30.12	32.10	34.19	36.36	38.64	41.00	43.46	48.19	52.95	57.68
27	21.79	23.31	24.94	26.65	28.48	30.38	32.39	34.49	36.69	38.98	41.37	43.84	48.62	53.42	58.19
28	21.99	23.52	25.16	26.90	28.73	30.66	32.67	34.80	37.01	39.32	41.74	44.23	49.05	53.90	58.71
29	22.18	23.72	25.38	27.13	28.99	30.92	32.96	35.10	37.34	39.67	42.11	44.62	49.48	54.37	59.22
30	22.37	23.93	25.60	27.36	29.24	31.19	33.24	35.41	37.65	40.02	42.48	45.01	49.91	54.84	59.74
31	22.57	24.13	25.82	27.60	29.49	31.47	33.54	35.71	37.98	40.36	42.83	45.40	50.34	55.31	60.25
32	22.76	24.34	26.04	27.83	29.73	31.73	33.82	36.01	38.30	40.71	43.20	45.79	50.78	55.79	60.77
33	22.96	24.55	26.27	28.07	29.99	32.00	34.10	36.32	38.63	41.06	43.57	46.17	51.21	56.25	61.28
34	23.14	24.75	26.49	28.30	30.25	32.26	34.39	36.63	38.96	41.39	43.94	46.56	51.64	56.72	61.80
35	23.33	24.96	26.71	28.54	30.50	32.54	34.68	36.93	39.28	41.74	44.30	46.95	52.07	57.21	62.31
36	23.53	25.16	26.93	28.78	30.74	32.81	34.96	37.24	39.61	42.09	44.67	47.34	52.50	57.68	62.83

## **SCHEDULE A - SALARIES**

### **Implementation Formula**

#### **Salary Implementation Formula**

- \* 1. Implement the following salary scales as indicated:

- \* 2. **Effective April 1, 2016**  
Increase each step of each salary scale by 0%

**Effective April 1, 2017**  
Increase each step of each salary scale by 0%

**Effective April 1, 2018**  
Increase each step of each salary scale by 0%

**Effective April 1, 2019**  
Increase each step of each salary scale by 0%

- 3. **Step Progression**

Employees shall advance two (2) steps on their respective salary scale on the completion of each successive twelve (12) months of service (2080 hours of service for part-time employees) from their last step progression subject to the maximum of the range.

- 4. For the purpose of 3 above "service" shall mean any time during which an employee is in receipt of full salary from the University and includes a calendar month in which an employee is on special leave without pay for twenty (20) days or less but does not include an employee who is on Long Term Disability as provided for under Article 20, Clause 20.01 (Sick Leave). Periods of Long Term Disability shall be counted as service for the purpose of step progression.

**SCHEDULE B**  
**Letters of Intent**

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This will confirm the understanding reached during recent negotiations that within ninety (90) days of the signing of this Agreement a Committee consisting of a equal number of Union and Employer representatives will be formed to review contractual positions.

Employees on staff at the time of the review, who have been employed in the same contractual position for in excess of three (3) continuous years as of January 1, each year, will be reviewed. If there is an on-going need for the position and it is not a replacement position then it will be recommended that the position and the employee be converted to permanent status.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH:tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

Employees will be provided with an advance to purchase safety boots in accordance with Clause 15.04. Employees will provide a receipt for boots purchased within five (5) days of receipt of the advance, otherwise the advance will be deducted from their next pay.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH:tc

July 23, 2014

Mr. Ed Hogan  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

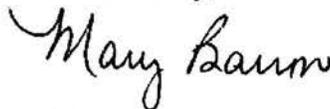
Both parties are committed to the continuing education of bargaining unit employees. In conjunction with the union, the Employer will endeavour to make training opportunities available to bargaining unit employees.

Employees will have the opportunity to avail of three (3) days or a maximum of twenty-four (24) hours professional development or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at straight time rates on an hour-for-hour basis (pay or time-off) for up to three (3) days to a maximum of twenty-four (24) hours in the fiscal year.

Those employees who had originally opted not to avail of training provided under the March 26, 1998 letter of intent, will continue to avail of one floater holiday for the life of the agreement. Employees who opt to reverse that decision will be included in future training activities should they desire to do so, however, by re-entering professional development activities, the employee shall forfeit the right to any further floater holidays.

All training time, regardless of whether it is scheduled by the Employer, will be compensated on an hour for hour basis (pay or time-off) at straight time rates and shall not be included as hours worked for overtime purposes. The Employer will work with the Union representatives to identify job related training to be offered outside of normal working hours. Employees will be expected to avail of such training but, the Employer will accept reasonable explanations for not participating from employees. Supervisors will work with employees to schedule such training at times that are convenient for the employee.

Yours truly,



Mary Barron  
Associate Director of Human Resources

MB:tc

April 8, 2019

\* Mr. Paul Foley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Foley:

This is to confirm our understanding reached during negotiations that all bargaining unit employees will receive their pay by direct deposit.

Yours truly,

A handwritten signature in cursive script that reads "Mary Barron".

Mary Barron  
Associate Director of Human Resources

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This will confirm agreement reached during negotiations that effective within thirty (30) days of signing, the University and the union are prepared to agree to a Performance Management process.

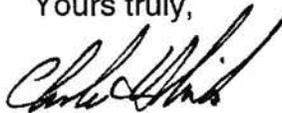
The primary purposes of Performance Management will be to improve the workplace environment, facilitate administrative decision-making in a fair manner, and assist in the personal and professional development of employees. This program will provide employees and supervisors with an opportunity to mutually define work responsibilities, set work objectives, and analyse the employee's progress toward the accomplishment of these objectives. It will provide employees with the necessary feedback on their performance and encourage discussion on employee development.

Any Performance Management system shall be uniform for all employees under this Agreement

At a minimum, the Performance Management System will contain the following aspects:

- a) employees will only be evaluated by non-bargaining unit and managerial employees
- b) Employees will have the opportunity to discuss their performance evaluation with their supervisor and to rebut any information contained within the evaluation form.
- c) Employees shall have access to the grievance procedure as outlined in Article 25 where there is disagreement regarding their evaluation.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH:tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of  
Public Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

During the term of this Agreement, Memorial University will hold discussions with NAPE on behalf of its five (5) bargaining units at Memorial regarding Pension Indexing and Joint Trusteeship of the Pension Plan. It is understood that Memorial will focus on implementing trusteeship and indexing arrangements along the lines of the Provincial Government model as recently agreed to with its bargaining units.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH/tc

July 23, 2014

Mr. Ed Hogan  
Employee Relations Officer  
Newfoundland Association of  
Public Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Hogan:

The following is the agreement reached regarding job security/Field House:

- (a) Areas under MURC which were previously serviced by NAPE (i.e. Physical Education Building) will continue to be serviced by NAPE.
- (b) No employee of the bargaining units will lose their employment due to the creation of MURC.
- (c) Maintenance (including work on the pressure-piping system under the jurisdiction of the Provincial Boiler, Pressure Vessel and Compressed Gas Regulations; main power electrical distribution system within the electrical room in the basement of Field House; emergency power system; air conditioning systems; and the fire alarm system) and security at the request of MURC will be performed by NAPE bargaining unit staff.
- (d) Representatives of the University will consult with NAPE prior to any proposed structural/facility changes to MURC, being considered by the Board of Regents, that may affect existing bargaining unit work.
- (e) It is recognized that NAPE represents three bargaining units of Facilities Management employees at Memorial, therefore, if any additional buildings are added, where Memorial becomes the Employer, Memorial will in no way impede NAPE in representing the employees and any new Maintenance, Custodial and Security personnel will be added to the appropriate NAPE bargaining unit.

(f) As the following cleaning contracts become due, the work will be taken over by the NAPE Custodial Bargaining Unit:

- (a) 202 Elizabeth Avenue
- (b) Alumni House
- (c) 2 Clarke Place
- (d) 4 Clarke Place
- (e) Blackall School
- (f) 208 Elizabeth Avenue
- (g) The Battery

Yours truly,

A handwritten signature in cursive script that reads "Mary Barron".

Mary Barron  
Associate Director of Human Resources

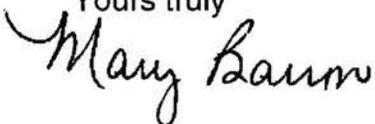
MB:tc

April 8, 2019

\* Mr. Paul Foley  
Employee Relations Officer  
Newfoundland and Labrador Association of Public Employees  
P.O. Box 8100  
St. John's, NL  
A1B 3M9

Dear Mr. Foley:

This will confirm the understanding reached during recent negotiations that the employer agrees to consider the implementation of flex time, for project work only, on a trial basis during the spring of 2019.

Yours truly  


Mary Barron  
Associate Director of Human Resources

**APPENDIX A**  
**Job Evaluation Appeal Procedures**

**A. Definitions:**

1. "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to his/her current position, in accordance with Article 38, Job Evaluation.
2. "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
3. "Department Head" means Deans, Department Heads, and Directors, or any official authorized, in writing, to act on behalf of the Department Head.
4. "Rating(s)" mean the numeric grades assigned to each factor through the application of the Aiken Plan.
5. "Review" means an assessment conducted by the Department of Human Resources as a result of employee initiated request.

**B. Constitution of Job Evaluation Appeal Committee:**

1. There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair.
2. The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
3. The Committee shall hold meetings on appeals and shall meet with the appellant, Department Head and a representative from the Department of Human Resources to assist the Committee in conducting the appeal.
4. The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Administration and Finance) and Legal Counsel.
5. The appellant may be accompanied by another person of the appellant's choice from within the University or a Union representative, who may address the Committee on the appellant's behalf.
6. The employing Department concerned shall allow time off from regular duties to any employee who is required to meet with the Committee, or the person accompanying

the appellant. In respect of such absence, the employee shall be regarded as being on authorized absence with pay.

7. The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Aiken Plan within Memorial University of Newfoundland. Training in the application of the AIKEN Plan will be provided to all committee members, as required.
8. The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.
9. The Committee members, including the Chair, will be appointed for a one (1) year period, renewable.
10. The Chair will be appointed subject to mutual agreement between the Union and the Employer.

**C. Procedures:**

The Committee shall consider appeals which comply with the following procedures:

1. An employee requesting appeal must complete the *Request for Appeal of Job Evaluation Review Results* form. The form should be sent to the Job Evaluation Appeal Committee within 10 days after receipt of the written notification of the review results from the Department Human Resources.
2. The *Request for Appeal of Job Evaluation Review Results* form must indicate which factor(s), under the Aiken Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the Aiken Plan to assist in his/her submission. Copies of the Aiken Plan are available from the Department of Human Resources and the Union office.
3. An appeal shall not be submitted to, or considered by, the Committee:
  - (i) Unless procedures governing a request for review, as set forth in Article 44, have been followed.
  - (ii) On any criteria which differs from the original review conducted by the Department of Human Resources.
4. The consensus of the Committee shall prevail subject only to the provisions of the Memorial University of Newfoundland Act.

5. The Committee shall render a decision on appeals within 60 days of receipt, and the decision shall be conveyed, in writing, over the signature of the Chair to the appellant. The notification form will include the rating(s) on the factor(s) appealed by the employee, the point total, the Band Level assigned, the Band Level point range and the effective date. The form will be copied to the Department Head and to the Department of Human Resources, for appropriate action.
6. Changes to a higher Band Level will be processed in accordance with Article 9.10.
7. The decision of the Appeal Committee is final.

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING  
RECRUITMENT POOL ESTABLISHMENT**

The Employer and the Union agree to form a Committee within ninety (90) days of signing to establish a recruitment pool process.

\* MEMORANDUM OF UNDERSTANDING  
LAYOFFS DURING THE TERM OF THE COLLECTIVE AGREEMENT

Notwithstanding any Article or Provision of the Collective Agreement, and for the duration of this collective agreement, the Employer shall not layoff for reasons other than lack of work or abolishment of a position that would be considered business as usual in the course of normal employer operations. The employer shall not use layoffs to effect Memorial University budgetary expenditure reductions.

**\* MEMORANDUM OF UNDERSTANDING  
UNIVERSITY-WIDE PROCEDURES FOR SEXUAL HARASSMENT  
AND SEXUAL ASSAULT CONCERNS AND COMPLAINTS**

For detailed information about Memorial's Sexual Harassment and Sexual Assault Policy and its related University-Wide Procedures for Sexual Harassment and Sexual Assault Concerns and Complaints, please visit our website at [www.mun.ca/sexualharassment](http://www.mun.ca/sexualharassment).

