

COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF
PUBLIC AND PRIVATE EMPLOYEES

On behalf of Campus Enforcement and Patrol Personnel
(LOCAL 7803 and 1804)

April 1, 2016

to

March 31, 2020

Signed: April 8th, 2019

TABLE OF CONTENTS

ARTICLE		PAGE
1.	Purpose of Agreement	1
2.	Definitions	1
3.	Recognition	3
4.	Management Rights	4
5.	Employee Rights	4
6.	Strikes and Lockouts	4
7.	Future Legislation	4
8.	Association Security and Checkoff	5
9.	Appointments	5
10.	Medical Examinations	7
11.	Absence from the University	7
12.	Regulations	8
13.	Temporary Assignment	8
14.	Access and Shop Stewards	9
15.	Protective Clothing and Uniforms	10
16.	Job Posting	10
17.	Disciplinary Action	11
18.	Personnel Files	11
19.	Seniority	12
20.	Sick Leave	14
21.	Other Leaves	16
22.	Resignations and Terminations	21
23.	Severance Pay	22
24.	Adjustment of Grievances	23
25.	Joint Association Management Committee	27
26.	Time Off for Association Business	28
27.	Hours of Work	28
28.	Overtime	30
29.	Shift Differential	31
30.	Call Back	31
31.	Annual Vacations	31
32.	University Holidays	33
33.	Closure of the University	34
34.	No Discrimination	35
35.	Injury on Duty	36
36.	Educational Assistance	36
37.	Personal and Sexual Harassment	37
38.	Safety and Health	37
39.	Part-Time/Call-in Contractuals	38
40.	Travel Expenses	38
41.	Technological Change	38
42.	General Conditions	39

43.	Job Evaluation	41
44.	Duration of Agreement	43
45.	Criminal or Legal Liability	43
	Schedule A - Rates of Pay	45
	Schedule B - Uniforms	53
	Schedule C - Letters of Intent	54
	Appendix A - Job Evaluation Appeal Procedures	67
	Memorandum of Understanding	70

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, security and safety of all employees in the Bargaining Unit of the Union.

1.02 In the event that there is a 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**
- (a) "Association" or "Union" shall mean the Newfoundland and Labrador Association of Public Employees.
 - (b) "Bargaining Unit" shall mean the bargaining unit recognized in Article 3 of this Agreement.
 - (c) "Contractual Employee" shall mean an employee 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.
 - (d) "Day" means a working day unless otherwise stipulated in the Agreement.
 - (e) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in classifications contained in the Campus Enforcement and Patrol bargaining unit.
 - (f) "Employer" shall mean the Memorial University of Newfoundland.

- (g) "Gender" shall mean the language in this agreement shall be gender neutral.
- (h) "Layoff" shall mean a temporary cessation of employment because of lack of work, reduction of hours of full-time employees, or because of the abolition of a post, but retaining all recall rights in accordance with Article 19.
- (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 the month.
- (j) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (k) "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.
- (l) "Year" shall mean a twelve (12) month period starting April 1 of one (1) year until March 31 of the next year.
- (m) "Part-time employee" means a person who works less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (n) "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.
- (o) "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 provided that the employee has the qualifications to perform the work required. No employee can be temporarily assigned outside the bargaining unit without his or her consent.
- (p) "Secondment" shall mean the assignment of an employee to a position outside the bargaining unit. The secondment shall be by application.
- * (q) "Contractual Call-In" 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.
- * (r) "Vacancy" shall mean an opening in the bargaining unit that the Employer

requires to be filled that is known to be of a definitive sixty (60) days or greater in duration.

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes the Association as the sole Collective Bargaining Agent for classes of employees, in the Department of Facilities Management as 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 the employee's 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, without loss of pay and benefits.
 - (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, excluding summer relief students, 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. At no time shall the use of students decrease the hours of work of regular or contractual employees.
 - (c) Both parties recognize the University's role in the community and its responsibility to the students it serves. The parties further recognize that the provision of employment for students is in the interest of the entire University community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience.
- * **3.04** Except in short term emergency or unforeseen circumstances, management personnel at Grenfell Campus in Corner Brook and St. John's Campus will not perform Campus Enforcement and Patrol work.
- 3.05** While on assignment, students will be under the jurisdiction of the regular Campus Enforcement and Patrol Officer assigned to the particular area as part of a regular patrol and will be considered a member of the regular Campus Enforcement and Patrol force while on duty.

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 Association as being vested in the Employer. The question of whether any of these rights are limited by this Agreement may be decided through the Grievance and Arbitration Procedures. The Employer shall not exercise its rights to direct the working force 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 may present a personal complaint to the Employer.
- 5.02** 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.
- 5.03** 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.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01** In view of the orderly procedure for settling grievances, 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 covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the 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 of the Employer, coming within the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the union.
- 8.02** All new employees and contractual employees shall, as a condition of employment, become and remain members in good standing of the union from the date of hiring.
- 8.03** Interviewing Opportunity
- A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The Steward or representative will provide the new employee with a copy of the Collective Agreement.
- 8.04** 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 Secretary Treasurer 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 from whom dues have been deducted and each month thereafter, a list showing deletions by the 21st day of each month. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 7, of the Newfoundland and Labrador Labour Relations Act.

ARTICLE 9 - APPOINTMENTS

- 9.01** Upon initial appointment to a position in the bargaining unit an employee shall be probationary for a period of six (6) months. Upon appointment from one position to another an employee shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 9.07.
- 9.02** Each employee shall be notified in writing upon the expiry date of the applicable probationary period as to whether the employee's appointment is terminated or confirmed.
- 9.03** Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.

- 9.04** Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President.
- 9.05** Upon request, an applicant or appointee shall submit a certificate on a University approved form by a medical doctor of an examination made by such doctor, showing to the satisfaction of the University that the applicant or appointee is medically fit for the proper performance of the duties of the post applied for.
- 9.06** A probationary employee shall have recourse to the grievance procedure provided that termination of employment for reason of unsuitability or incompetence, as assessed by the Employer, shall not be the subject of a grievance.
- 9.07** A successful applicant for promotion or transfer shall be placed on trial for a period of two months, which period may be extended up to two months by mutual consent. Conditional on satisfactory service, the employee shall be declared permanent 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.
- 9.08** Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications 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.
- 9.09** An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available and the employee has the qualifications and ability to perform the work required.
- 9.10** An employee who, through advancing years, is unable to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available and the employee has the qualifications and ability to perform the work required.
- 9.11** Within seven 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.

9.12 (a) The rate of pay of an employee paid on other than an hourly basis upon promotion to a position carrying a higher Band Level shall be established at the nearest step on the employee's 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 employee's new Band Level.

(b) Voluntary Demotion

The rate of pay an employee voluntarily demoted shall be established at the rate the employee would have held in the lower classification had the employee not been promoted. This will apply to the maximum of the pay scale.

(c) Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability or for other than displacement due to layoff and bumping, shall be established at a point on the new Band Level which does not exceed the employee's existing rate.

If the Employee's existing rate falls between two steps on the new Band Level, the employee's salary shall be adjusted to the next higher step on the new Band Level.

If the employee's existing rate is above the maximum for the new Band Level, the existing rate shall be red-circled.

ARTICLE 10 - MEDICAL EXAMINATIONS

10.01 An employee may be required to undergo, without cost to such employee, medical examinations by a physician of the employee's choice, 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 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 Department Head or Supervisor at the earliest opportunity.

ARTICLE 12 - REGULATIONS

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

ARTICLE 13 - TEMPORARY ASSIGNMENT

- 13.01** (a) When an employee is temporarily assigned to perform in a classification on a higher Band Level, the employee shall be paid 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. There will be no temporary assignment between Officer I, II and III Classifications. Promotion from Officer I to II and II to III shall be in accordance with Schedule "A". Employees will not be permitted to hold more than one (1) temporary assignment simultaneously.

- * (b) Temporary assignment of short duration to Officer IV shall be offered to Officer III's by seniority (provided they are on the promotion roster) on the team/shift for up to sixty (60) calendar days or until a longer ongoing opening is identified. At that time, the position will be filled from the top of the promotion roster. When a temporary assignment to Officer IV ends the employee will return to their previous placement on the promotion roster.

- (c) Temporary assignment at Grenfell Campus of a short duration shall be offered to Officer III's by seniority (provided they are on the promotion roster) within the bargaining unit for up to sixty (60) days or until a longer ongoing opening is identified. At that time, the position will be filled from the top of the roster.

- 13.02** When an employee is temporarily assigned to perform work in a classification on a lower Band Level, the employee shall be paid at the employee's regular rate.

- 13.03** An employee shall be notified by the employee's Department Head or Supervisor when the employee is temporarily assigned.

- 13.04** After an employee has been on temporary assignment for a continuous period of one (1) year, 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.

- 13.05** An employee who is temporarily assigned outside the bargaining unit shall continue to have access to the Grievance and Arbitration Procedures in the event of Discipline or Discharge action against the employee. An employee shall be temporarily assigned outside the bargaining unit for a maximum period of one (1) year which may be extended by another year by the Employer upon notification to the Union. Any further extension shall be extended 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.
- 13.06** An employee shall not be temporarily assigned outside the bargaining unit without the employee's consent. In the event of a strike or lock-out, an employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) week's notice.

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 Permanent 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 Association to appoint or elect five (5) Shop Stewards for St. John's and two (2) Shop Stewards for Corner Brook.
- 14.06** Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time off 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 who is a member of the grievance committee referred to under Step 1 of Clause 24.06, or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave the employee's regular duties to discuss any business in respect to grievances without first obtaining permission from the employee's Supervisor. The employee shall notify the employee's immediate Supervisor when returning to duty.

ARTICLE 15 - PROTECTIVE CLOTHING AND UNIFORMS

- 15.01** Where uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue as set out in Schedule B attached to this Agreement.
- 15.02** It is agreed that the issue and control of such clothing and uniforms shall be regulated by the Employer. The University agrees to purchase quality Newfoundland clothing and uniforms where possible, and will consult with the Union Executive in this regard prior to such purchase.
- 15.03** Present practice in respect to laundering of protective clothing shall be continued. Where dry cleaning is required, it shall be provided free of charge.
- 15.04** Where an article of footwear or clothing is damaged during the course of an employee's performance of the employee's assigned duties and the damage is not attributable to the employee's wilful misconduct, the University agrees to replace the article of footwear or clothing up to the limit provided for in this Article.
- 15.05** An employee or contractual employee who has been issued protective clothing and uniforms shall be required to wear them at all times while in the performance of his/her regular duties. The employee or contractual employee shall be required to keep protective clothing and uniforms clean and in proper repair.

*** ARTICLE 16 - JOB POSTING**

- 16.01** (a) When a vacancy or a new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the opening for a period of seven (7) calendar days and consider applicants from within the Bargaining Unit before considering applicants from outside the Bargaining Unit.
- (b) Postings for staff positions within the University and outside the bargaining unit shall be in accordance with Clause 16.01(a). Employees shall be

eligible to apply on the initial posting and shall be considered after candidates from the affected bargaining unit.

ARTICLE 17 - DISCIPLINARY ACTION

- * **17.01** An employee who has completed the probationary period may be suspended or discharged but only for just cause. Any 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. If such procedure is not followed, then such action shall be deemed null and void.
- 17.02** 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 for just and sufficient cause.
- 17.03** Subject to Article 9, Clause 9.06, any 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 24.
- 17.04** Should it be found at any step (except Step 5) of the grievance procedure that an employee has been unjustly suspended or discharged, such 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** Where cause for dismissal exists, or is considered to exist, the employee may be suspended during an investigation and shall be notified by the President or a delegated representative, in writing, of the decision and the cause. In the event an investigation exceeds a five (5) day period from the date of suspension, the employee will receive pay and benefits for the remainder of the suspension until the investigation is completed and a decision communicated to the employee.

* **ARTICLE 18 - PERSONNEL FILES**

- 18.01** Copies of documents placed on an employee's personnel file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the 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 warning given in writing and becoming part of an 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 has a grievance, those documents referred to in Clause 18.01 and retained in the personnel file will be made available to the employee.

18.04 An employee shall have, on giving reasonable notice, access to the employee's personnel file and may be accompanied by a representative of the Association if the employee so desires. There shall be one (1) recognized personnel file and that file will be the one maintained by the Department of Human Resources.

ARTICLE 19 - SENIORITY

19.01 (a) Seniority is defined as the length of service (excluding overtime) with the University in a 7803 and 1804 bargaining unit position and includes periods of temporary assignment outside the bargaining unit providing the employee continues to pay Union dues.

(b) Both parties recognize:

- the principle of promotions within the service of the Employer;
- that job opportunities should increase in proportion to length of service.

19.02 Where qualifications and capability are determined by the Employer to be relatively equal, seniority shall be the governing factor in determining promotions and filling posted job vacancies for regular full-time employees within the Bargaining Unit.

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 the employee's service by voluntary act,
- is discharged for just and reasonable cause,
- 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.

Seniority shall not be accumulated during any period of lay off. Seniority shall accumulate during Assisted Leave and Maternity/Adoption/Parental Leave without pay as defined in Article 21.

19.04 (a) The Employer agrees to maintain and post an up-to-date seniority list and to supply the Association with a copy of this 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, March 1st and September 1st, and to supply the Union with a copy of this list.

(c) Employees will be given four (4) weeks from the posting to argue errors and/or omissions through their Union Representatives. After that period the seniority list shall be deemed as final.

(d) Every reasonable effort will be made to provide a seniority list within ninety (90) days of signing.

19.05 In case of layoff or rehire after layoff, seniority shall be the governing factor provided the employees retained or recalled, whichever is applicable, are qualified and able to perform the required duties.

19.06 After completion of the probationary period, seniority shall be effective from the original date of employment. When a contractual employee obtains a permanent position the employee shall be credited with seniority accumulated as a contractual employee, upon completion of the probationary period.

19.07 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.

19.08 (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 19.08(a) shall continue to accumulate seniority and any other applicable benefits while employed in the contractual assignment.

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

19.10 (a) All promotions of employees from Officer III to Officer IV shall be by competition using three (3) criteria: qualification, ability and seniority. Once

the employees attain placement on the roster, they can only be removed for disciplinary reasons or if an Officer is unable to perform the duties of the job, subject to meetings with Union officials. Employees will be placed on the Officer IV roster in order of seniority.

- (b) In the event a vacancy occurs for short duration, the senior Officer III on the roster shall have the right of first refusal. If no Officer III agrees to accept the posting, the junior Officer III on the roster shall be required to accept the position.
- (c) A joint management/employee committee shall be established to develop and recommend training and criteria for placement on the roster.
- (d) When a permanent vacancy occurs, the successful candidate shall be the Senior Officer III on the roster.
- (e) April 1st each year the roster will be posted for seven (7) calendar days to allow Officer III's not on the roster an opportunity to apply. Successful applicants to the roster will be placed on the roster by seniority in the bargaining unit.

Until the roster is sufficiently staffed the Senior Officer III will accept the shift.

For the life of this agreement the Employer agrees to Human Resources representation for job competitions.

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 will be granted in accordance with the following:
- (a) For periods up to a maximum of four consecutive days a "Reason for Absence Form," completed and signed by the employee, must be provided to the Department of Human Resources through the Department Head. The Employer reserves the right to require a medical certificate in accordance with 20.02 (d).
 - (b) For periods in excess of four (4) consecutive days, a medical certificate in accordance with Article 20.02 (d), must be provided to the Department of

Human Resources through the Department Head. 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's functional assessment at no cost to the employee.

* (c) When sick leave benefits for periods of four shifts or less, up to an aggregate in excess of six (6) shifts in a twelve-month period, have been granted, a medical certificate in accordance with Article 20.02 (d), shall be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism.

* (d) To be acceptable a medical certificate must be obtained during the period of illness, or within three (3) calendar days. When a medical note is not provided the leave will be converted to leave without pay.

20.03 (a) An employee who becomes ill while on annual leave may change the status of the leave effective the date of notification to the Employer provided that the employee submits a certificate acceptable to the Director of Human Resources, signed by a qualified medical practitioner;

(i) by the date the employee's approved annual leave period expires;
or

(ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Director of Human Resources may require.

The medical certificate shall state that during the period of the employee's absence (which shall be stated on the certificate) the employee was unable to perform the employee's duties and in addition the reason(s) for such absence should be given.

(b) In the case of an employee who is admitted to hospital while on annual leave, the employee may change the status of the employee's leave to sick leave with effect from the date the employee was admitted to hospital.

(c) The period of vacation so displaced in Clause 20.03 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.

* **20.04** With the exception of those employees receiving 13% in lieu of benefits, 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 In order to maintain adequate coverage on each shift, it is expected that a Campus Enforcement and Patrol Officer who is absent due to sickness will notify the employee's Supervisor at least one (1) hour before the normal starting time of the employee's shift that the employee will be absent because of sickness. When the Campus Enforcement and Patrol Officer is well enough to return to duty, it is expected that the Officer will advise the Supervisor at least four (4) hours prior to the commencement of a scheduled shift that the Officer is able to return to duty.

* **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 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 year upon completion of such leave or refund the grant received.

* **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

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 a delegated representative who will be satisfied, 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 post.
- (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, common-law spouse, or child.
- * (b) An 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 mother, father, legal guardian, step-parents, sister, brother, mother-in-law, father-in-law, son-in-

law, daughter-in-law, grandparents, grandchild or near relative permanently residing in the employee's household.

- (c) If the death of a relative referred to in (a) and (b) above occurs outside the Province, an employee shall be entitled to leave with pay, for one (1) additional day for the purpose of attending the funeral.
- (d) An employee shall be entitled to special leave with pay, up to a maximum of one day, in the event of the death of the employee's aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.
- (e) If an employee, while on annual leave, qualifies for compassionate leave under Clause 21.04 (a), (b), or (d), the employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.
- (f) In the event that the death occurred outside the immediate area (200 km radius) the employee shall be given one (1) additional day to the time offered in Clause 21.04 (a) (b) and (d) in order to travel to and from the place of burial.

21.05 Family Leave

- (a) An employee who is required to:
 - (i) attend to the temporary care of a sick family member living in the same household;
 - (ii) attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
 - (iii) attend to the needs relating to the birth of an employee's child;
 - (iv) accompany a dependent family member living in the same household on a dental or medical appointment;
 - (v) attend meetings with school authorities;
 - (vi) attend to the needs relating to the adoption of a child; and
 - (vii) attend to the needs related to home or family emergencies

shall be awarded up to three (3) shifts paid family leave in any fiscal year.

21.06 Maternity/Adoption/Parental Leave

- (a) The commencement and termination dates of an employee's maternity/adoption/parental leave without pay 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)
 - (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, 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.
- (c) Annual leave shall accrue during periods of maternity/adoption /parental leave without pay.
- (d) 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.
- (e) 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 without pay or the birth of the child, whichever occurs earlier.
- (f) Periods of maternity/adoption/parental leave without pay up to a maximum of fifty-two (52) weeks shall be counted as a service for the purpose of step progression and severance pay.
- (g) Employees on leave will have the option of continuing to pay their 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.

21.07 Leave for Court Appearance or Incarceration

In the event that an 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 employee is jailed awaiting a court appearance, the employee shall receive leave without pay and without loss of seniority.

* **21.08** 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 is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's 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 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 the employee's 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 such action as circumstances permit and such notice of termination shall not be less than one (1) month. Where the appointment of an employee 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 one-half (1/2) 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 - ADJUSTMENT OF GRIEVANCES

24.01 Should a dispute arise between the Association or any employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any questions 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.

24.02 An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by the employee's representative Shop Steward. The Supervisor shall give an answer verbally within three (3) 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.

24.03 When a dispute involving dismissal, a question of general application or interpretation occurs, all or any of Steps 1, 2, and 3 of this Article may be bypassed by mutual agreement.

24.04 A full-time representative of the Association may be present, at the request of the employee, at any meeting held in connection with grievances.

24.05 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.

24.06 Grievances shall be resolved within the following procedures:

STEP 1: The aggrieved 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 concerned, together with the Shop Steward, may within a further three (3) days submit the grievance in writing to the 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 a representative, shall render a 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 persons, which shall be legally constituted in accordance with and shall follow the procedure hereinafter 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 to appoint a representative on behalf of the defaulting party.
4. The two arbitrators so appointed shall, within ten (10) days of the appointment of the latter, appoint a third arbitrator who shall be Chairperson. The three parties thus appointed shall constitute the Arbitration Board. In the event, however, that the two 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 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. A 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 to the dispute as provided for in Section 23 of the Labour Relations Act of Newfoundland.
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.

24.07 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.

- 24.08** The time set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 24.09** 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.
- 24.10** The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.
- 24.11** 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.
- 24.12** 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 25 - JOINT ASSOCIATION MANAGEMENT COMMITTEE

25.01 A Joint Association Management Committee of not more than four 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 periods, benefits plans, and Workers' Compensation.

25.02 The employee representatives shall be selected by the members of the Bargaining Unit; and the Employer shall be duly notified, in writing, as to their names.

25.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

25.04 The meetings of the Committee shall be chaired by the Employer's representative, 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.

ARTICLE 26 - TIME OFF FOR ASSOCIATION BUSINESS

- 26.01** With the approval, in writing, of the Director of Human Resources and where operational requirements permit, time off without loss of pay, not to exceed fifteen (15) person days a year in total, will be granted, provided there is no cost to the Employer.
- 26.02** 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 who are members of the negotiating committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit.
- 26.03** Leave without pay up to one (1) year, subject to renewal, may be granted upon application to the Board of Regents to an employee upon being appointed or elected to a full-time office in the Newfoundland Association of Public Employees or its affiliates.

ARTICLE 27 - HOURS OF WORK

- 27.01** For the purpose of this Article:
- "Day" means a 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.
- 27.02** Subject to the provisions of this Article, the Employer shall schedule hours of work for all employees.
- 27.03** (a) For 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 work forty (40) hours per week, eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Association on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the University.

- * (b) Contractual employees who work on a call-in basis may be entitled to work up to eighty-four (84) hours bi-weekly at straight time rates. An employee can only work forty-eight (48) hours before receiving twenty-four (24) hours off. Employees who choose to work during the twenty-four (24) hours off shall be at straight time rates. Available hours will be offered to Officers on the call-in list by seniority, except that hours refused or unavailable will count against the employee for call purposes. When an employee refuses call-in and the employee is on his two days of rest, the refusal will not count against the employee. Continuous refusal of shifts by a contractual call-in employee may lead to the employee being subject to disciplinary action.

- 27.04** The schedules of hours of work may be varied by the Employer following meaningful consultation with the Association's representatives, to allow for summer and winter hours.

- 27.05** Provided sufficient notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

- 27.06** The Employer agrees that there will be no split shifts.

- 27.07** Each 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.

- 27.08** Each employee shall be allowed one half-hour lunch break on each shift at a time scheduled by the Department Head.

- 27.09** 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 employee's scheduled day off, the employee shall be paid double the employee's regular hourly rate for each hour worked on such scheduled day off.

- * **27.10** During the Fall and Winter Semesters, one (1) additional Officer will be assigned to ten (10) hour shifts on Wednesday, Thursday, Friday and Saturday evening shifts at a time to be determined by the Campus Enforcement and Patrol Supervisors. During the Summer Semester, an additional Officers will be assigned on a need basis as determined by the Supervisor. This policy does not apply during regular semester breaks.

- 27.11** The current practices regarding the prorating of holidays, vacation, overtime, earned benefits and leaves for employees working twelve (12) hour shifts shall be maintained for the duration of this Collective Agreement.

ARTICLE 28 - OVERTIME

- 28.01** Overtime means all time worked by a full-time employee before or after the employee's regularly scheduled daily or weekly hours.
- 28.02** When an 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.
- 28.03** When an 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.
- 28.04** For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- 28.05** 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.
- 28.06** 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. In the event of the employee's death, banked overtime hours shall be paid to the employee's estate.
- 28.07** Campus Enforcement and Patrol Officers who are required by their Department head to work without interruption for an additional shift beyond their normal shift, will be provided with a meal.
- 28.08** A Campus Enforcement and Patrol Officer who has been prescheduled for overtime, and not advised that the overtime has been cancelled prior to reporting for such overtime, and actually reports for work, the Officer shall be paid for three (3) hours at the applicable overtime rate.

ARTICLE 29 - SHIFT DIFFERENTIAL

29.01 This clause does not apply to employees who are regularly scheduled to work from 8:00 a.m. to 5:00 p.m. on a regular basis.

Effective date of signing, shift workers employed between 1600 and 0800 hours shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked on such shifts. This premium will not be subject to the overtime premium.

29.02 Effective date of signing, 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 Saturday and 2400 hours Sunday.

29.03 If an employee qualifies for both differentials under Article 29.01 and Article 29.02 he or she shall receive both.

ARTICLE 30 - CALL BACK

30.01 Subject to Clause 30.02, when an 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 appropriate overtime rate.

30.02 Where an 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) hour minimum, the benefit of the three (3) hour minimum shall apply only once.

30.03 When an employee is recalled to work under the conditions described in Clause 30.01, the employee shall be paid the cost of transportation to and from the employee's place of work, at the kilometer rate established by University policy for actual distance travelled up to forty (40) kilometers for each call back.

30.04 The University shall endeavour to distribute call back equally among employees within the same classification.

ARTICLE 31 - ANNUAL VACATIONS

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

31.02 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 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 paragraph.

- 31.03** Annual Vacation entitlement shall be increased to thirty (30) working days upon completion of twenty-five (25) years of service and shall accrue at a rate of two-and-one-half (2 1/2) days per month. An employee who has attained twenty-four (24) years and six months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.
- 31.04** Fractions of Annual Vacation entitlement of one-half day or more shall be considered as one full day.
- 31.05** The vacation year shall be from April 1st in any one year to March 31st in the next succeeding year, and the Annual Vacation entitlement shall be computed as of March 31st.
- * **31.06** Subject to operational requirements, annual leave shall be issued on a first come, first serve basis outside peak periods listed in the Letter of Intent re. Annual Leave Scheduling, Page 76.
- 31.07** 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 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; or thirty (30) days annual vacation if the employee is eligible for thirty (30) days in any year.
 - (b) Where because of extended sickness or other disability, Annual Vacation due to an 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 31.07 (a) of this section.
 - (c) An 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 shall receive payment in lieu of time off for any unused Annual Vacation entitlement, or portion thereof due as of the effective date of termination.

31.08 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 31.07 (b) and (c) of this section.

31.09 Subject to Clause 20:03, and Clause 21:04, an employee who has entered upon Annual Vacation leave may not change the status of the employee's absence to any other type of leave.

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

* **31.11** The following provisions respecting annual leave shall apply:

(a) when an employee becomes eligible for a greater amount of annual leave, the employee may be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full work days;

(b) temporary or contractual employees working more than fifty percent (50%) of the scheduled weekly hours of work shall be entitled to payment for annual leave in accordance with this Article on a pro-rata basis.

31.12 Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

31.13 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 32 - UNIVERSITY HOLIDAYS

32.01 (a) There shall be nine (9) designated paid holidays.

(b) Officer's who work a full shift on Christmas Eve shall be entitled to have six (6) hours added to their leave bank.

32.02 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.

- 32.03** Where a designated holiday coincides with an 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.
- 32.04** An 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.
- 32.05** An employee who qualifies for holiday pay shall be entitled, in addition to the employee's holiday pay, to pay at one-and-one-half (1 1/2) times the employee's regular rate for work performed on that holiday.
- 32.06** 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.
- 32.07** Subject to the exigencies of the University and that there will be no additional cost, the University will endeavour to rearrange the shift schedule for Campus Enforcement and Patrol Officers in order to permit those Officers who have worked on Christmas Day to have New Year's Day off and vice versa.
- 32.08** 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 33 - CLOSURE OF THE UNIVERSITY

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

- * (1) For those 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 4, for those employees scheduled to work and do work, no extra pay.
- (5) For those 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 who have been notified that they are required to report for work or who are classed as essential employees, in addition to their normal pay for that day, time off on an hour-for-hour basis at a mutually agreed time.
- * (7) 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 may be requested to cover lost time.
- * (8) If the University re-opens during the workday, employees are required to report to work at the time of re-opening.
- * (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.
- * (10) 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.

ARTICLE 34 - NO DISCRIMINATION

34.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either party with respect to any employee 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, physical or mental disability, sex, sexual orientation, or marital status, place of residence, membership or activity in the Association, or any other similar reason.

* **ARTICLE 35 - INJURY ON DUTY**

- 35.01** Where an employee is injured while on duty, the employee shall receive benefits as provided by the WorkplaceNL Act for the entire period of temporary disability as defined by the WorkplaceNL. Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.
- 35.02** Where an employee is permanently and totally disabled as determined by the WorkplaceNL, the employee shall be paid such pension and allowances by WorkplaceNL as set out in their Schedule of Benefits.
- 35.03** A permanently and totally disabled employee may continue to contribute to the University Pension Plan.
- 35.04** Where a permanently, partially disabled 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.
- 35.05** Where the injury was due to the employee's wilful misconduct, the employee shall not be eligible for any of the benefits of this Article.
- 35.06** The Employer and the Union agree to be bound by the Newfoundland Human Rights Act and the WorkplaceNL Act.

All employers and workers in the province are obligated to co-operate in the worker's early and safe return to suitable and available employment with the injury employer following a work-related injury.

The Early and Safe Return to Work Procedures shall be implemented in accordance with WorkplaceNL and the terms of the Collective Agreement.

- 35.07** Any employee who is approved for full Extended Earnings Loss (EEL) benefits from WorkplaceNL after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act (Chapter H-13.1, 2010).

ARTICLE 36 - EDUCATIONAL ASSISTANCE

- 36.01** Subject to University policy, an employee shall be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Department Head and notification to 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.

- 36.02** 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.
- 36.03** The Employer recognizes that education is a continuing process and will cooperate with the Union to hold education functions such as seminars, workshops, lectures, etc. on the Employer's premises.
- 36.04** 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.

* **ARTICLE 37 – PERSONAL AND SEXUAL HARASSMENT**

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

ARTICLE 38 - SAFETY AND HEALTH

- 38.01** The Employer and the Association shall co-operate in improving rules and practices for the health and safety of employees.
- 38.02** The function of the Safety and Health Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.
- 38.03** A Safety and Health Committee shall be established composed of not more than eight (8) members composed of an equal number of representatives of the Employer and the Association.
- 38.04** An Employer and an Association representative shall be designated as joint chairpersons and shall alternate in the presiding over the meetings.
- 38.05** The Safety and Health Committee shall hold meetings as the need arises on the request of the Employer or the Association but in any event, every two (2) months.
- 38.06** The Committee will deal with all unsafe and hazardous or dangerous work conditions.

38.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Association.

38.08 Representatives of the Bargaining Unit on the above mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.

* **ARTICLE 39 – PART-TIME/CALL-IN CONTRACTUALS**

39.01 Contractual/Contractual Call-in employees who are not participating in the University's benefits plan shall receive 13% in lieu of all benefits, i.e. vacation, sick leave, leave in special circumstances and University holidays.

ARTICLE 40 - TRAVEL EXPENSES

40.01 When an employee is required by the Employer to travel on University business the employee shall be compensated in accordance with University policy.

ARTICLE 41 - TECHNOLOGICAL CHANGE

41.01 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 the employees 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.

41.02 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.

41.03 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 employment, as provided for under Article 41, Clause 41.01.

41.04 Transfer Arrangements

An employee who is displaced from the employee's job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualification.

ARTICLE 42 - GENERAL CONDITIONS

- 42.01** 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
- 42.02** The parties to this Agreement agree that any Article in the Agreement may be altered or amended by mutual consent of the parties thereto.
- 42.03** A first aid kit shall be supplied by the Employer to each mobile unit and at other appropriate locations of the Employer.
- 42.04** An emergency kit containing required medical equipment shall be placed on campus at certain locations as deemed by the Employer.
- 42.05**
- (a) Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment.
 - (b) Contractual employees 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.
- 42.06** Campus Enforcement and Patrol Officers will participate under the pool arrangement as set out in the University traffic and parking regulations. In this respect, it will be assumed that 1/3 of the Campus Enforcement and Patrol Officers will be at work at any one time; and as a result, each Officer will be required to bear 1/3 the cost for the parking area assigned. The corresponding number of parking decals will be issued.
- 42.07** All employees will receive their pay by direct deposit.

*** 42.08 POST-EMPLOYMENT BENEFITS**

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 Clause 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 Clause 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 43 - JOB EVALUATION

43.01 An employee's position shall be classified in accordance with the University Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title or Band Level of his/her position.

43.02 Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the University shall advise the Union upon taking the action.

43.03 An employee who feels that his/her position is incorrectly classified may submit a request for job evaluation review. An employee will have access to the Aiken Plan to assist in his/her request for review. Copies of the Aiken Plan are available from the Department of Human Resources and the Union Office.

43.04 A request for job evaluation review shall not be considered on the grounds:

- (a) The duties assigned to the position are unchanged.
- (b) The scope of the duties and responsibilities have been improperly assigned by management.
- (c) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which he/she is temporarily assigned, except long term temporary assignment which will be addressed on an individual basis.

43.05 A request for job evaluation review shall be initiated by the employee completing and submitting a "*Request for Job Evaluation Review*" form to the Department of Human Resources. The completed Job Fact Sheet/Update must be submitted with the "*Request for Job Evaluation Review*" form.

Supervisors and/or Deans/Directors/Department Heads will review and complete the applicable sections of the Job Fact Sheet/Update within ten (10) days of receipt of the document.

The employee will complete the applicable section of the Job Fact Sheet/Update to say that he/she has read the supervisors' and/or Deans/Directors/Department Heads comments and will forward the fully signed document to the Department of Human Resources.

43.06 Within ten (10) days from receipt of the "*Request for Job Evaluation Review*" and the Job Fact Sheet/Update, the Department of Human Resources must acknowledge the request for review.

43.07 The Department of Human Resources will forward Job Fact Sheets/Updates, that contain disagreement in the comments section, to the Dispute Resolution Committee, for resolution prior to conducting the review.

43.08 The Department of Human Resources shall conduct a review of each request, including the rating of the position using the Aiken Plan, within sixty (60) days from receipt of the required information.

Within ten (10) days from the date the position is rated, the Department of Human Resources will notify the employee of the ratings assigned to each of the factors under the Aiken Plan, the point total, the Band Level, the Band Level point range, the effective date, and any change in the classification title assigned to his/her position.

43.09 If as a result of an employee's request for review the position is reclassified, it shall be retroactive to the date the "*Request for Job Evaluation Review*" form and the Job Fact Sheet/Update was received by the Department of Human Resources in accordance with Article 43.05. Changes to a higher Band Level will be processed in accordance with Article 9.12.

43.10 If it is determined that the duties have been improperly assigned by management, reclassification will not apply. The Department of Human Resources will take necessary action including appropriately compensating the employee. The result is not appealable.

43.11 An employee may appeal the job evaluation decision, of an employee initiated review, to the Job Evaluation Appeal Committee, as per Appendix A.

ARTICLE 44 - DURATION OF AGREEMENT

- * **44.01** This Agreement shall be for a period effective from 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.

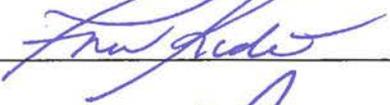
ARTICLE 45 - CRIMINAL OR LEGAL LIABILITY

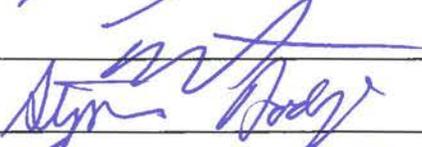
- 45.01** The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee's duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of the employee's employment.

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

On behalf of
Memorial University of
Newfoundland

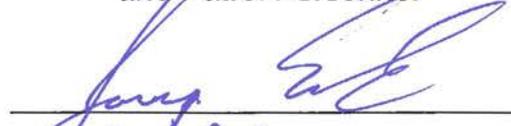


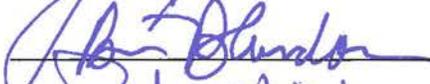


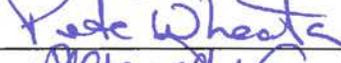




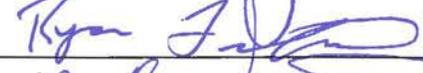
On behalf of
Newfoundland Association of
Public and Private Employees
Representing Campus Enforcement
and Patrol Personnel



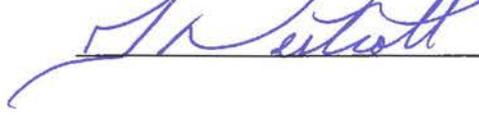












WITNESSED BY



WITNESSED BY



**SCHEDULE A
SALARY SCALES AND RATES OF PAY**

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804)

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	16.28	17.42	18.64	19.92	21.29	22.71	24.21	25.78	27.42	29.13	30.92	32.77	36.34	39.92	43.49
02	16.47	17.63	18.86	20.15	21.53	22.98	24.48	26.08	27.74	29.47	31.28	33.15	36.76	40.39	44.00
03	16.66	17.83	19.07	20.38	21.78	23.24	24.76	26.37	28.05	29.81	31.63	33.52	37.18	40.85	44.49
04	16.85	18.03	19.28	20.61	22.02	23.49	25.04	26.66	28.37	30.14	31.99	33.90	37.59	41.30	45.00
05	17.04	18.23	19.50	20.83	22.26	23.75	25.32	26.97	28.68	30.48	32.34	34.28	38.01	41.76	45.49
06	17.23	18.43	19.71	21.06	22.50	24.02	25.59	27.26	29.00	30.81	32.69	34.66	38.43	42.22	46.00
07	17.41	18.63	19.93	21.30	22.76	24.28	25.88	27.56	29.31	31.15	33.05	35.03	38.85	42.68	46.50
08	17.60	18.83	20.14	21.53	23.00	24.54	26.15	27.85	29.63	31.48	33.41	35.41	39.26	43.14	46.99
09	17.79	19.03	20.35	21.76	23.24	24.80	26.43	28.15	29.94	31.81	33.77	35.78	39.68	43.60	47.50
10	17.98	19.23	20.57	21.98	23.49	25.07	26.71	28.45	30.26	32.15	34.12	36.16	40.10	44.05	47.99
11	18.16	19.43	20.78	22.21	23.73	25.32	26.99	28.74	30.57	32.48	34.48	36.54	40.52	44.51	48.50
12	18.35	19.63	21.00	22.44	23.97	25.58	27.26	29.04	30.89	32.82	34.84	36.92	40.93	44.98	49.00
13	18.53	19.82	21.21	22.67	24.22	25.84	27.55	29.33	31.20	33.16	35.18	37.30	41.35	45.43	49.49
14	18.72	20.02	21.42	22.90	24.47	26.11	27.82	29.63	31.52	33.49	35.54	37.66	41.77	45.89	50.00
15	18.91	20.22	21.64	23.13	24.71	26.37	28.10	29.93	31.83	33.83	35.90	38.04	42.19	46.35	50.49
16	19.10	20.42	21.85	23.35	24.95	26.63	28.38	30.23	32.15	34.17	36.26	38.42	42.60	46.81	51.00
17	19.29	20.63	22.07	23.59	25.20	26.90	28.66	30.52	32.46	34.49	36.60	38.80	43.02	47.27	51.49
18	19.47	20.83	22.28	23.82	25.45	27.15	28.93	30.81	32.78	34.83	36.96	39.18	43.44	47.73	51.99
19	19.66	21.02	22.49	24.05	25.69	27.41	29.22	31.11	33.09	35.16	37.32	39.56	43.86	48.19	52.50
20	19.85	21.23	22.71	24.27	25.93	27.67	29.49	31.41	33.41	35.50	37.67	39.92	44.27	48.64	52.99
21	20.03	21.43	22.92	24.50	26.18	27.94	29.76	31.71	33.72	35.84	38.03	40.30	44.69	49.11	53.50
22	20.22	21.63	23.14	24.73	26.42	28.20	30.05	32.00	34.04	36.17	38.39	40.68	45.11	49.57	53.99

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804)

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>															
23	20.40	21.83	23.35	24.96	26.66	28.46	30.32	32.30	34.35	36.51	38.74	41.06	45.53	50.02	54.49
24	20.59	22.03	23.56	25.19	26.92	28.71	30.60	32.59	34.67	36.83	39.09	41.44	45.94	50.48	55.00
25	20.78	22.23	23.79	25.41	27.16	28.98	30.89	32.89	34.98	37.18	39.45	41.81	46.36	50.94	55.49
26	20.97	22.43	24.00	25.65	27.40	29.24	31.16	33.19	35.30	37.51	39.81	42.19	46.78	51.40	56.00
27	21.16	22.63	24.21	25.88	27.64	29.50	31.44	33.48	35.62	37.84	40.16	42.56	47.20	51.86	56.49
28	21.35	22.83	24.43	26.11	27.89	29.76	31.72	33.78	35.93	38.18	40.52	42.94	47.62	52.32	57.00
29	21.53	23.03	24.64	26.34	28.14	30.03	31.99	34.07	36.25	38.51	40.87	43.32	48.03	52.77	57.49
30	21.72	23.23	24.86	26.56	28.38	30.29	32.27	34.38	36.56	38.85	41.23	43.69	48.45	53.23	57.99
31	21.91	23.43	25.07	26.79	28.63	30.54	32.56	34.67	36.88	39.19	41.58	44.07	48.87	53.70	58.50
32	22.09	23.63	25.28	27.02	28.87	30.80	32.83	34.96	37.18	39.52	41.94	44.45	49.28	54.15	58.99
33	22.28	23.84	25.50	27.25	29.11	31.07	33.10	35.26	37.51	39.85	42.30	44.83	49.70	54.61	59.50
34	22.47	24.04	25.71	27.48	29.35	31.33	33.39	35.56	37.82	40.19	42.65	45.20	50.12	55.07	59.99
35	22.66	24.23	25.93	27.70	29.61	31.59	33.66	35.86	38.14	40.52	43.00	45.58	50.54	55.52	60.49
36	22.84	24.44	26.14	27.94	29.85	31.85	33.94	36.15	38.45	40.86	43.36	45.95	50.96	55.99	61.00

NAPE Clerical Staff

Effective April 1, 2015

<u>Pay Level</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<u>Step</u>															
01	30,540	32,665	34,948	37,351	39,905	42,581	45,378	48,331	51,403	54,627	57,972	61,441	68,129	74,850	81,543
02	30,888	33,042	35,348	37,782	40,362	43,070	45,900	48,889	51,996	55,251	58,637	62,142	68,916	75,713	82,481
03	31,241	33,416	35,751	38,208	40,822	43,561	46,424	49,441	52,585	55,881	59,303	62,851	69,698	76,575	83,418
04	31,592	33,793	36,154	38,639	41,282	44,049	46,944	49,998	53,173	56,510	59,972	63,558	70,482	77,436	84,353
05	31,940	34,170	36,554	39,071	41,741	44,540	47,466	50,556	53,766	57,137	60,639	64,264	71,261	78,293	85,294
06	32,294	34,543	36,956	39,495	42,197	45,029	47,987	51,107	54,355	57,765	61,301	64,971	72,046	79,153	86,228
07	32,644	34,920	37,361	39,927	42,659	45,517	48,510	51,665	54,948	58,392	61,968	65,676	72,830	80,013	87,166
08	32,994	35,292	37,761	40,355	43,115	46,009	49,032	52,221	55,536	59,021	62,637	66,383	73,612	80,875	88,104
09	33,347	35,671	38,160	40,785	43,573	46,496	49,554	52,774	56,129	59,649	63,301	67,087	74,393	81,731	89,044
10	33,699	36,045	38,562	41,214	44,033	46,986	50,075	53,330	56,722	60,274	63,970	67,793	75,178	82,598	89,980
11	34,046	36,419	38,964	41,645	44,492	47,476	50,594	53,887	57,310	60,902	64,635	68,501	75,959	83,455	90,918
12	34,399	36,795	39,364	42,071	44,953	47,963	51,117	54,442	57,901	61,532	65,303	69,209	76,744	84,316	91,854
13	34,750	37,170	39,768	42,504	45,408	48,456	51,638	54,999	58,492	62,159	65,967	69,911	77,526	85,175	92,791
14	35,102	37,547	40,172	42,931	45,866	48,945	52,160	55,552	59,082	62,784	66,634	70,619	78,311	86,037	93,727
15	35,452	37,921	40,572	43,361	46,325	49,435	52,679	56,108	59,675	63,414	67,300	71,327	79,094	86,897	94,665
16	35,803	38,300	40,971	43,789	46,788	49,923	53,204	56,663	60,263	64,040	67,964	72,033	79,877	87,758	95,601
17	36,155	38,675	41,373	44,223	47,243	50,412	53,723	57,222	60,854	64,674	68,635	72,740	80,660	88,614	96,541
18	36,506	39,046	41,777	44,652	47,702	50,905	54,245	57,776	61,449	65,300	69,299	73,446	81,444	89,479	97,477
19	36,854	39,424	42,181	45,079	48,162	51,391	54,768	58,329	62,037	65,933	69,967	74,150	82,224	90,341	98,416
20	37,206	39,800	42,580	45,508	48,622	51,883	55,291	58,887	62,629	66,557	70,632	74,854	83,009	91,199	99,350
21	37,558	40,176	42,979	45,937	49,077	52,365	55,812	59,443	63,219	67,182	71,299	75,564	83,793	92,060	100,285
22	37,909	40,551	43,380	46,365	49,538	52,857	56,334	60,000	63,809	67,808	71,966	76,271	84,575	92,919	101,226
23	38,261	40,926	43,783	46,795	49,996	53,349	56,852	60,556	64,403	68,437	72,629	76,981	85,361	93,780	102,160
24	38,612	41,303	44,187	47,224	50,453	53,839	57,377	61,109	64,992	69,064	73,297	77,681	86,142	94,639	103,102

NAPE Clerical Staff

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>															
25	38,963	41,678	44,589	47,651	50,913	54,328	57,898	61,663	65,578	69,694	73,964	78,387	86,925	95,498	104,038
26	39,315	42,051	44,990	48,082	51,371	54,815	58,420	62,220	66,174	70,323	74,629	79,094	87,705	96,361	104,978
27	39,664	42,426	45,391	48,514	51,832	55,305	58,942	62,775	66,765	70,947	75,292	79,800	88,491	97,223	105,913
28	40,015	42,804	45,793	48,944	52,292	55,796	59,461	63,330	67,356	71,577	75,964	80,506	89,275	98,083	106,850
29	40,364	43,178	46,194	49,372	52,747	56,282	59,982	63,886	67,947	72,206	76,630	81,212	90,055	98,941	107,787
30	40,717	43,556	46,595	49,799	53,207	56,777	60,505	64,441	68,537	72,834	77,297	81,919	90,840	99,804	108,724
31	41,068	43,928	46,999	50,229	53,667	57,262	61,027	64,995	69,128	73,463	77,962	82,627	91,623	100,662	109,663
32	41,420	44,308	47,400	50,660	54,122	57,754	61,550	65,553	69,717	74,091	78,626	83,331	92,408	101,525	110,599
33	41,770	44,681	47,802	51,089	54,581	58,242	62,070	66,110	70,307	74,717	79,292	84,039	93,191	102,381	111,536
34	42,122	45,058	48,200	51,517	55,040	58,730	62,591	66,666	70,901	75,344	79,960	84,742	93,971	103,242	112,474
35	42,472	45,433	48,602	51,948	55,501	59,221	63,115	67,217	71,491	75,975	80,627	85,451	94,755	104,104	113,411
36	42,822	45,804	49,005	52,376	55,957	59,712	63,633	67,775	72,083	76,599	81,295	86,154	95,539	104,966	114,353

*** SCHEDULE A**

**RATES OF PAY FOR CLASSES OF EMPLOYEES
INCLUDED IN THE BARGAINING UNIT**

Implementation For Campus Enforcement and Patrol Officers:

1. Implement the following salary scales as indicated:
2.
 - (a) Effective April 1, 2016
Increase each step of each salary scale by 0%
 - (b) Effective April 1, 2017
Increase each step of each salary scale by 0%
 - (c) Effective April 1, 2018
Increase each step of each salary scale by 0%
 - (d) Effective April 1, 2019
Increase each step of each salary scale by 0%
 - (e) Employees should advance two (2) steps on their respective salary scales on the completion of each successive twelve (12) months of service (2080 hours for part-time employees) from their last step progression subject to the maximum of the range.
 - (f) All employees, including those in Corner Brook, to be hired at Officer I level. Employees hired as Officer I shall be promoted to Officer II upon the completion of 3120 hours of employment. All hours worked shall count toward this progression, including hours in a stationary position. All CEP Officer I's shall advance upon completion of 3120 hours including those in stationary positions. Promotion from Officer I to Officer II shall be in accordance with Clause 9.12. (All employees at Officer II level at date of signing to remain at Officer II and time worked as Officer II to be credited toward advancement to Officer III.)
 - (g) Effective date of signing, upon attaining a full time, full scope position and upon completion of 3120 hours at Officer II, and upon completion of at least 6 months at the Health Sciences Centre, 6 months at the main campus and 6 months in the control Room the Officer II shall be promoted to Officer III. This later, three (3) six month requirement, is not a requirement for Officer II at Grenfell Campus to advance to Officer III.
3. "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) calendar 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.

Implementation For Clerical Staff

1. Implement the preceding salary scales as indicated.
2.
 - (a) Effective April 1, 2016
Increase each step of each salary scale by 0%
 - (b) Effective April 1, 2017
Increase each step of each salary scale by 0%
 - (c) Effective April 1, 2018
Increase each step of each salary scale by 0%
 - (d) Effective April 1, 2019
Increase each step of each salary scale by 0%
 - (e) Employees shall advance two (2) steps on their respective Band level on the completion of each successive twelve (12) months of service from the last step progression subject to the maximum of the range.
3. "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) calendar 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 A - Band Levels

Band Level 1

Clerk
Clerk Stenographer
Intermediate Clerk

Band Level 2

CEP Officer I
Intermediate Clerk
Stenographer

Band Level 3

Senior Clerk

Band Level 4

CEP Officer II

Band Level 5

CEP Officer III

Band Level 6

Band Level 7

CEP Officer IV

Band Level 8

Band Level 9

*** SCHEDULE B**

The following items of clothing will be provided to Campus Enforcement and Patrol Officers coming within NAPE Locals 7803 and 1804:

UNIFORMS:

- * Two (2) ties as required
- Two (2) Mock Neck Shirts
- Three (3) Pairs of trousers each year (maternity as required)
- Four (4) Shirts (choice of long/short sleeve option)
- One (1) Pair winter gloves every year
- One (1) Pair of summer boots/shoes every year
- One (1) Pair of Winter Boots ever two (2) years
- * One (1) 3-1 Traffic Jacket with liner as required
- One (1) Patrol Forage Cap as required
- One (1) Patrol Forage Cap waterproof cover as required
- One (1) Winter Fur Hat as required
- One (1) Patrol Sweater as required
- One (1) Set of rainwear as required
- One (1) Pair of Kevlar cut resistant gloves as required
- One (1) Breast of Shield (Badge)
- One (1) Pair of handcuffs and case as required
- One (1) Ballistic vest as required
- One (1) flashlight as required

Service bars will be attached to Shirts

Rank Insignia Emblems for Patrol Officer IV will be attached to shirts/jackets/parkas

- * A committee comprised of Locals 7803 and 1804, and CEP Management will determine a point system (based on the value of current uniform issued on an annual basis) for the clothing issue and make recommendations on agreed exchanges. Employees are responsible for having a complete uniform but may augment the standard kit by selecting substitutes.

Where specialty footwear or orthotic aids are required to address a medical issue as recommended by a medical specialist, the Employer shall reimburse up to \$50.00 every two (2) years.

SCHEDULE C
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:

Notwithstanding the provisions of Article 27 and Article 28 of the Collective Agreement covering Campus Enforcement and Patrol Unit personnel, hours of work for salaried employees in the following classes will be thirty-five (35) hours per week:

Clerk

Clerk Stenographer

Intermediate Clerk

Intermediate Clerk Stenographer

Senior Clerk

Overtime will apply to all hours worked in excess of the scheduled hours per week. The provisions of Article 27 and Article 28 will apply with these changes.

Yours truly,



Claude Horlick
Associate Director of Human Resources

CH/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:

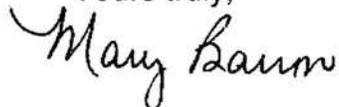
RE: Rank System Campus Enforcement and Patrol Personnel

This will confirm the understanding reached during negotiations wherein it was agreed to introduce the following rank system with respect to Campus Enforcement and Patrol personnel.

Campus Enforcement and Patrol Officer I
Campus Enforcement and Patrol Officer II
Campus Enforcement and Patrol Officer III
Campus Enforcement and Patrol Officer IV

The existing Officers in the Control Room may be assigned regular shift duties and bargaining unit Clerks may be required to perform the Control Room duties in emergency situations.

Yours truly,



Mary Barron
Associate Director of Human Resources

MB/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:

Those employed as of October 5, 1998, will continue to work 12-hour shifts and an average of 40 hours per week during the life of this Collective Agreement. Notwithstanding Article 28, it is understood that regularly scheduled hours above normal hours (average of two hours per week or eight hours per month) will be paid at straight time rates.

The calculations pertaining to sick leave, University holidays and vacations will be on the basis of eight hours for each day referred to in the respective Article of the Collective Agreement on a prorata basis over the 12-hour shift.

Campus Enforcement and Patrol Officers will receive straight-time compensation for "day per month", as outlined above. In exchange for forgoing overtime pay Campus Enforcement and Patrol Officers, employed prior to October 5, 1998 of this Collective Agreement, will receive the prorated portion of sixteen (16) hours per annum to be added on a fiscal year basis to their annual vacation entitlement. Contractual Campus Enforcement and Patrol Officers, employed prior to October 5, 1998 of this Collective Agreement, who "work day per month" will also be entitled to this benefit.

Yours truly,



Claude Horlick
Associate Director of Human Resources

CH/tc

January 26, 2009

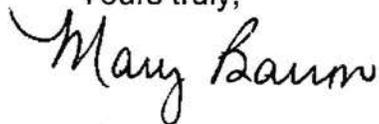
* Mr. Paul Foley
Employee Relations Officer
Newfoundland Association of
Public Employees
P. O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Foley:

The University will not employ part-time Enforcement and Patrol Officers on regular shift squads except as replacements or to avoid overtime costs.

Part-timers can be added to the full-time complement during peak periods, to work shifts of 4, 8 or 12 hours, general patrol or other irregular shifts. Full time employees on lay-off will be offered employment as part-time contractuels on a seniority basis. Part-time employees will accumulate seniority in accordance with hours worked. Part-time employees will be provided earned benefits of the Collective Agreement on a pro-rated basis. Part-time employees will be eligible to participate in the insured benefit plans and the University Pension Plan subject to the eligibility rules established for these plans.

Yours truly,



Mary Barron
Associate Director of Human Resources

MB/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,

A handwritten signature in black ink, appearing to read "Claude Horlick".

Claude Horlick
Associate Director of Human Resources

CH/tc

May 22, 2014

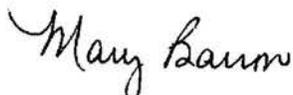
Mr. Ed Hogan
Employee Relations Officer
Newfoundland Association of
Public and Private Employees
P. O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Henley:

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 /job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees 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.

Yours truly,



Mary Barron
Associate Director of Human Resources

MB/tc

January 26, 2009

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

Dear Mr. Henley:

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:

- (1) 202 Elizabeth Avenue
- (2) Alumni House
- (3) 2 Clarke Place
- (4) 4 Clarke Place
- (5) Blackall School

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:

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.

The Employer and the Union agree to the formation of a "Performance Management Advisory Committee" comprised of three (3) employer and three (3) union representatives. The Committee shall be responsible for the development of a performance management system and the material associated with that system.

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 24 where there is disagreement regarding their evaluation.

Yours truly,

A handwritten signature in black ink, appearing to read "Claude Horlick". The signature is fluid and cursive, with a prominent initial "C" and "H".

Claude Horlick
Associate Director of Human Resources

CH/th

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:

Re: Annual Leave Scheduling

This is to confirm our agreement during negotiations that the selection of vacation dates, in accordance with Article 31, should be done in the following manner during the peak vacation periods of the summer months and Christmas break:

- (1) A call for vacation preferred dates asking for first and second choices will be sent out with employees being required to submit their choices by April 15th of each year;
- (2) Employees shall be awarded their vacation, based upon choices, on a seniority basis within the applicable shift. Employees who are awarded their first choice will have to wait until all others are satisfied before they can use their seniority to claim their second choice;
- (3) Employees who do not submit a request prior to the date will only be considered after all those who submit a request, regardless of seniority;
- (4) All other vacation requests submitted, outside the peak periods, shall be awarded in accordance with Clause 31.06.

If you have any questions or concerns, do not hesitate to contact the undersigned.

Yours truly,



Claude Horlick
Associate Director of Human Resources

CH/tc

April 8, 2019

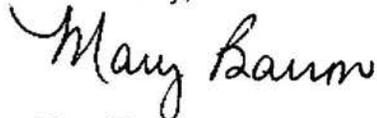
* Mr. Paul Foley
Employee Relations Officer
Newfoundland Association of
Public Employees
P. O. Box 8100
St. John's, NL A1B 3M9

Dear Mr. Foley,

As settlement to the outstanding grievance, this letter confirms the parties understanding reached during recent negotiations that employees will be permitted to work eighty-four (84) hours bi-weekly with the understanding that the additional four (4) hours will be taken as time off at straight time, effective date of signing. This will be a six (6) month pilot project which may be extended by mutual consent of the parties. Employees will not be permitted to accumulate any more than twenty-four (24) hours in their banks at any one time. Such requests for time off must be approved by the supervisor and will be based on operational requirements. The employer reserves the right to end this arrangement with two weeks' notice. It is the understanding that at no time shall this pilot project result in increased costs to the University.

This pilot project pertains to St. John's campus only.

Yours truly,



Mary Barron
Associate Director of Human Resources

MB/tc

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 44, 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 9.12.
7. The decision of the Appeal Committee is final.

APPENDIX B
MEMORANDUM OF UNDERSTANDING

*** 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.

