



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

GRENFELL CAMPUS STUDENT UNION

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

(Expires: March 31, 2024)

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ARTICLE 1 PREAMBLE

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 and security of all employees in the Bargaining unit of the Union;
- (5) To promote progressive and equity based values and practices in the workplace and in the broader society;
- (6) To recognize the correlation between Grenfell Campus Student Union services provided to the students and staff entrusted with the responsibility to deliver these services, the parties agree to work towards a collaborative partnership based on mutual respect and trust;

and

1.02 Whereas it is now desirable that method of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement. Now, therefore, the parties agree as follows:

ARTICLE 2 DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" shall mean the Bargaining unit recognized in Appendix A of this Agreement.
- (b) "Day" shall mean a working day unless otherwise stipulated in this Agreement.
- (c) "Employee" shall mean a person who is employed in a position included in the Bargaining unit, as defined by Appendix A on a part-time, permanent or temporary basis.
 - (i) "Temporary Employee" shall mean an employee who is employed

in a post which has not been established as a permanent post with the Employer for the purpose of performing certain specified work, or as a replacement worker for an existing position and whose terms of employment are specifically stated in the employee's letter of appointment.

- (ii) "Part-time Employee" shall mean a permanent employee who ordinarily works less than the full time hours of work prescribed in Article 23.01, Hours of Work.
- (iii) "Permanent Employee" shall mean an employee who has completed the probationary period and is employed without reference to any specific date of termination of service.
- (d) "Employer" shall mean the Board of Directors of the Grenfell Campus Students' Union and the Board Members appointed to represent it and to manage the affairs of the Organization.
- (e) "Layoff" shall mean a temporary cessation of employment of an employee because of lack of work or because of the abolition of a post.
- (f) "Month of Service" shall mean a calendar month in which an employee is in receipt of full salary for the prescribed number of regular working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay for twenty (20) days or less, but does not include an employee who is on Long Term Disability as provided for under Article 29, Clause 29.02 (Sick Leave).
- (g) "GSCU" shall mean the Grenfell Campus Student Union at Memorial University, as defined by its Constitution and Bylaws, hereinafter referred to as the Students' Union.
- (h) "Probationary Employee" shall mean an employee who is employed, but who has worked less than the prescribed probationary period.
- (i) "Spouse shall mean a person who is either married to an employee or although no legally married to an employee, has cohabitated with the employee in a conjugal relationship for at least twelve (12) months.
- (j) "Union" shall mean the Newfoundland and Labrador Association of Public and Private Employees or NAPE.
- (k) When a word in the singular number or either gender is used in this Agreement, it shall be construed as if the plural number of the other

gender has been used and vice-versa where the context requires.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 All functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being vested in the Employer. The question of whether any of these rights 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 forces in a discriminatory manner and shall exercise such rights, powers and authority in a fair, equitable and reasonable manner. Grenfell Campus Student Union is a separate entity of Memorial University of Newfoundland. Memorial University processes employee payroll for the Grenfell Campus Student Union. The GCSU and Grenfell Campus Memorial University reserve the right to collect and share employee and human resources related information with each other as well as maintain employee related files. GCSU employees receive Workers Compensation Insurance via Grenfell Campus Memorial University and are treated as Memorial University Grenfell Campus employees under this insurance coverage.

3.02 The Union recognizes that the Employer currently utilizes surveillance cameras and related equipment in specific areas to protect critical areas of the Employer's premises from theft and to enhance the personal safety of its employees. However, surveillance cameras and other related equipment shall not be used in employee occupied areas during normal working hours without the knowledge of the employees in the area.

The Employer shall also not use any surveillance equipment to monitor the work of employees and no information obtained through the use of this equipment shall be used against employees at any time unless such information constitutes evidence of criminal acts.

ARTICLE 4 EMPLOYEE RIGHTS

4.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.

4.02 At the employee's request, the employee shall be entitled to Union representation at meetings with the Employer on all matters pertaining to Employer-employee relations.

4.03 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.

- 4.04 Members of NAPE will have voice, but no vote at all Students' Union meetings.
- 4.05 Employees shall have the right to participate in political action called for by the Canadian Labour Congress and its affiliates. Employees shall not suffer any loss of wages for a maximum of two (2) days for each such participation to a maximum of six (6) days per calendar year. The Employer shall be notified in writing at least two (2) working days in advance of the employee's participation in such actions. The Employer shall grant the above leave subject to operational considerations.
- 4.06 The Employees of GCSU shall retain all of their freedom as citizens to express themselves and any public commentary/expression unrelated to the Employer will not be used as grounds for discipline.

ARTICLE 5 RECOGNITION

- 5.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for classes of employees listed in Appendix A.
- 5.02 (a) When new Classifications or positions are developed and/or new Classifications or positions are created as a result of restructuring, the Employer shall notify the Union in writing and shall consult with the Union as to whether such classifications or positions should be included in the Bargaining unit. Should the Union and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
- (b) When a bargaining unit position is vacated and the Employer intends to continue to have any or all of the duties performed or intends to refill the position, the Employer shall notify the Union in writing. The notification shall indicate whether the Employer intends to modify the duties, title, classification, hours of work or status (i.e. whether permanent, temporary or part-time) of the position and the rationale for the change. Where there is no change, provision of a copy of the job posting shall be sufficient notification.
- 5.03 (a) the Employer will ensure that no employee in the bargaining unit shall be laid off nor denied an opportunity for recall, because duties normally performed by employees in the bargaining unit have been or will be assigned to or assumed by Students or excluded personnel. The

Employer will also ensure that students and excluded personnel will not be utilized to fill vacated Union positions.

- (b) Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, the performance of work of a bargaining unit nature which forms part of a non-bargaining unit position or in the event of an emergency when the regular employee is not readily available.
- (c) Both parties recognize the Employer's role in the community and its responsibility to the students who are its members. The parties further recognize that the provision of employment for students is in the interest of the entire Employer community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members.

5.04 In the event that the Grenfell Campus Students' Union is merged with the greater University community or an outside agency, the representation rights of NAPE shall be retained. The provisions of any or all Collective Agreements shall be binding upon any merged, amalgamated or consolidated Employer or any successor.

ARTICLE 6 NO DISCRIMINATION

6.01 The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practice by either party with respect to any employee in the matter of assignment of work, classification, discipline, discharge, hiring, layoff, promotion, recall, training, transfer, upgrading, wage rates or otherwise by reason of age, physical and/or mental disability, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity, gender expression, mental health/disability, marital status, place of residence, membership or activity in any Union or any similar reason.

6:02 (a) Harassment Free Workplace

- (i) The Employer and the Union agree that all members of the Employer community are entitled to pursue their duties or studies in an environment free from harassment by members of the Employer community. Individuals who engage in harassment shall be subject to discipline up to and including dismissal. For the purpose of this Article, a member of the Employer community is anyone appointed, contracted, employed or registered as a

student, volunteer or community member by the Employer. The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The complainant shall be protected from repercussions which may result from the complaint.

- (ii) The procedures on sexual harassment shall be as per the University-wide policy. All new employees shall be required to pass the Sexual Harassment Training provided by the University's Sexual Harassment Advisor.
- (iii) The personal harassment policy shall be as per the Respectful Workplace Policy as adopted by GCSU and provided to NAPE.

(b) Harassment

Harassment based on race, religion, religious creed, gender marital status, physical or mental disability, political opinion, colour, ethnic national or social origin or sexual orientation, is any behaviour that is directed at or is offensive to a member of the Employer community, endangers a member's job or academic standing, undermines performance or threatens the economic livelihood of the member.

(c) Sexual Harassment

Sexual Harassment shall include:

- (i) Unwanted attention of a sexual oriented nature; or
- (ii) Implied or expressed promise of reward for complying with a sexually oriented request; or
- (iii) Implied or expressed threat of reprisal of the denial of opportunity for the refusal to comply with a sexually oriented request; or
- (iv) Sexually oriented remarks or behaviours which may be reasonably be perceived to create a negative working environment.

(d) Gender Harassment

Gender Harassment shall include offensive comments and/or actions and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) and/or cause personal humiliation on the basis of sexual preference, gender, gender identity or gender expression, but which may not be sexually motivated.

(e) Racial/Ethnic Harassment

Racial/Ethnic Harassment shall include offensive comments and/or actions and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin citizenship and/or ancestry, but which may not be sexual motivated.

(f) Personal Harassment

Personal Harassment is any behaviour by any person in the workplace that is directed at or is offensive to a member of the Employer community, endangers a member's job or academic standing, undermines performance or threatens the economic livelihood of the member or adversely affects the employee's psychological wellbeing which the person knows or ought reasonably to know to be offensive or threatening. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the Employer.

(g) Workplace Abuse

The parties recognize that an employee may be subject to abuse in the course of his/her duties. Where an employee makes a written complaint of abuse to the Employer, the Employer shall conduct an investigation. Should the Employer determine that the complaint is justified, the Employer shall take such reasonable steps as it considers necessary in the circumstances. The Union shall give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

(h) False Accusations

The Employer will take appropriate steps to deal with an employee, whether inside or outside the bargaining unit, who is alleged to have made false accusation of harassment or abuse against another employee.

6.03

Support of Human Rights

Both parties support the principles espoused in the Newfoundland Human Rights Act (Chapter H-13.1, 2010) and agree to cooperate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the Employer community.

6.04 No Barrier to Affirmative Action

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

ARTICLE 7 UNION SECURITY AND DUES CHECKOFF

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in this Collective Agreement.

7.02 Security and Dues Checkoff

The Employer shall deduct from the earned wages of all employees within the scope of the bargaining unit the initiation fees and monthly dues of the Union and remit to the Union the full amount of such deductions on or before the 15th of the month following accompanied by a list of names, addresses, telephone numbers and the classification of employees from whose wages deductions have been made, the number of hours work per month, the gross regular earnings and the amount of the deductions. The Union shall furnish to the Employer a list of all employees from whose wages deductions are to be made tinder this Clause and shall, when action requires, supplement this list with the names of additional employees who become members of the Union.

7:03 All employees of the Employer shall, from their date of hire, become and remain members of the Union.

7.04 The Employer agrees to record on the employee's T-4 Statement the amount of membership dues deducted from the employee's salary and paid to the Union.

ARTICLE 8 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

Employees shall be advised upon hire or upon changing jobs of the name of the employee's immediate or designated supervisor. It is understood that this could be a bargaining unit employee.

8.02 Copies of Agreement

On commencing employment, the Employer shall introduce the new employee to his/her Union Steward and/or Representative and will provide him/her with a copy of the Collective Agreement.

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.

ARTICLE 9 CORRESPONDENCE

9.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Staff Relations Officer and/or designate of GCSU and the Union.

ARTICLE 10 JOINT LABOUR MANAGEMENT COMMITTEE

10.01 Union Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisor or other personnel with whom the Union may be required to transact business.

10:02 Composition of Committee

A Labour Management Committee shall be appointed and consist of not more than two (2) members of the bargaining unit, as appointees of the Union and two (2) members as appointees of the Employer. Each party will advise the other of their nominees to the Committee.

10:03 Function of Labour Management Committee

The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject of a grievance or negotiation. The Committee shall concern itself with the following types of matters but no limited to:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between Employer and employees.
- (2) Improving of service to the Grenfell Campus Student's Union.
- (3) Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with the service).
- (4) Correcting of conditions making for grievances and misunderstanding.
- (5) Promotion of education and training for staff.
- (6) Developing policies to improve the working conditions.

10.04 Meetings of Committee

The Committee shall meet at mutually agreeable time and places at least every three (3) months. 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.

10.05 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.

10.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Collective Agreement.

10.07 Minutes of Meeting

The Union and the Employer shall each receive two (2) signed copies of the minutes within five (5) working days following the meeting.

10.08 Assistance in Negotiations

Both parties shall reserve the right to have outside assistance when dealing or negotiating with each other.

10.09 Time Off for Meetings

Any representative of the Bargaining Committee, Labour Management Committee or Grievance Committee who is in the employ of the Employer shall attend committee meetings held within working hours without loss of remuneration.

ARTICLE 11 STRIKES AND LOCKOUTS

11.01 In view of the orderly procedure for settling grievances the Employer agrees that it will not cause or direct, during the term of this Agreement, any lockout of its employees and the Union agrees that during the term of this Agreement there will be no strike or other collective action which will stop, curtail or interfere with the Employer's operations.

11.02 Both parties agree that, in the event of third party labour disputes affecting the Employer's place of business, employees of the bargaining unit have a contractual obligation to report for work unless physically prohibited from doing so or unless they express reasonable fears, injury or reprisals against their person or property. In such an event, failure to cross such a picket line by a member of the bargaining unit shall not be considered a violation of this Agreement, or shall it be grounds for disciplinary action.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Types of Grievances

Grievances arising out of the interpretation, application, administration or alleged violation of this Agreement shall be subject to the Grievance and Arbitration procedure set out hereunder. The following types of grievances concerning the application of Article 8 are recognized:

(a) Employee Grievance

Which shall be defined as a grievance of an individual employee.

(b) Group Grievance

Which shall be defined as the grievance of a group of employees.

(c) Policy Grievance

Which shall be defined as the grievance of the Employer or of the Union.

All grievance forms must be signed by a Shop Steward or another recognized representative of the Union as agent for the employee, group or union, as the case may be.

12.02 Prompt Procedure

It is of mutual interest to both the Employer and the Union that any grievance arising over the application, interpretation, administration or alleged violation of any of the terms of this Agreement be settled as expeditiously as possible in accordance with the procedure set forth thereunder.

12.03 Processing of Grievances

- (a) Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.
- (b) The Union and its representatives shall have a 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 2. A representative of the Employer shall have the right to initiate a grievance which shall be filed with the provincial President of the Newfoundland and Labrador Association of Public and Private Employees. The provincial NAPE President shall render his/her decision within ten (10) calendar days of the receipt of the Employer's grievance. If the matter is not settled, either party may refer the dispute to arbitration within fifteen (15) calendar days of the provincial NAPE' President's decision. Referral to mediation may be used as an alternative to arbitration with the parties' agreement.

12.04 Permission Leave Work

It is agreed that the Union's Shop Stewards shall not absent themselves from their departments for the purpose of handling grievances without first obtaining permission from their Director/Manager or designate and that

permission will not be unreasonably withheld.

12.05 Settlement of Grievances

Grievances shall be processed without stoppage of work according to the following procedure:

Step 1

An employee who has a grievance shall within seven (7) calendar days of the occurrence or discover of the grievance, submit his/her grievance to the Union's Shop Steward.

Step 2

If the Union's Shop Steward considers the grievance justified, the employee concerned, together with the representative may, within seven (7) calendar days, submit the grievance in writing to the employee's immediate Manager, who shall respond within fourteen (14) calendar days of receipt of the grievance.

Step 3

Failing satisfactory settlement of the grievance at Step 2, the employee assisted by the Shop Steward shall, within fourteen (14) calendar days of the Manager's response in Step 2, submit the grievance to the Chief Executive Officer or designate. The Chief Executive Officer or designate shall meet with the employee and Shop Steward within fourteen (14) calendar days after receipt of the grievance.

Step 4

Failing satisfactory settlement at Sept 3, the Union may, by giving notice in writing within fourteen (14) calendar days of receipt of the Chief Executive Officer's or designate's decision, declare its intention to refer the grievance to arbitration.

12.06 Technical Objections to Grievances

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical effort or by the inadvertent omission of as step in the grievance procedure.

12.07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual agreement between the parties.

12.08 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.09 Mutually Agreed Changes

Any mutually agreed changes to his Collective Agreement made in accordance with Clause 32.01 shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure.

12.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.

12.11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

12.12 Time Limits

When a grievance is processed through the mail, all correspondence shall be by registered or certified mail. The time while the mail is moving from one destination to another shall not be considered in the grievance procedure time limits.

12.13 Local President

Where reference is made throughout the Grievance Procedure to Shop Steward, it is agreed that the Local President may process a grievance, if deemed desirable by the Union.

12.14 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and the

parties may mutually agree to bypass Steps 1, 2 and 3 of this Article.

ARTICLE 13 ARBITRATION

13.01 (a) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

(b) Failure to Appoint

If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within thirty (30) calendar days of their appointment, the appointment shall be made by the Minister responsible for Employment and Labour Relations upon the request of either party.

13.02 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and made representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the arbitration hearing.

13.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.

13.04 Decision on Monetary Award

If following an Arbitration Award involving the payment of a sum of money not determined by the Award and agreement cannot be reached between the parties regarding the amount to be paid, the matter shall be referred to the Arbitration Board who heard the grievance for settlement of the matter.

13.05 (a) Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the nominee it appointed;
- (ii) one-half (½) the fees and expenses of the chairperson.

(b) If a scheduled Arbitration Hearing is cancelled which causes a cancellation fee to be charged by the Arbitrator, the party responsible for cancelling the hearing shall pay the Arbitrator's fee. The parties may mutually agree to postpone or cancel the hearing and share the cancellation fee. Notwithstanding the above, either party reserves the right to argue before the Arbitrator that the hearing should continue.

13.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

13.07 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board in which event the foregoing provisions in Article 9, Clauses 9.02, 9.03, 9.04, 9.05 and 9.06 shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

13.08 Witnesses

At any stage of the Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. Subject to the approval of the Employer, time off with pay shall be provided.

13.09 Conflict of Interest

No person,

- (a) who has pecuniary interest in the matters referred to the Arbitration board; or
- (b) who is acting or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to or act as a member of an Arbitration Board.

13.10 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in Grievance and Arbitration Procedure.

13.11 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) calendar days.

13.12 Mediation

By mutual agreement, prior to proceeding to Arbitration, the parties may avail of the services of a Mediator to attempt to resolve the grievance. Additionally, the Arbitrator may act as a Mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator.

ARTICLE 14 DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 Principle of Just Cause

The Employer shall have the right to discipline, suspend or discharge an employee for just and sufficient cause.

14.02 Progressive Discipline

Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. Thus, except in cases of extreme misconduct, discipline will proceed in stages, e.i. - verbal warning, written warning, suspension(s), discharge. The Employer recognizes that, prior to imposing discipline, an employee shall be given reasonable opportunity to

correct a situation about which there has been a complaint.

14.03 Procedures for Disciplinary Action

In the event the Employer initiates a disciplinary action against an employee, the following procedures shall be followed:

- (a) When disciplinary action is taken against an employee, the employee shall, within three (3) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
- (b) Where an employee claims to have been unjustly deal with, the employee shall have the right to be heard in accordance with the procedure for adjustment of grievances as set out in Article 12.
- (c) Where cause for discipline, suspension or discharge is alleged to exist, the employee may be suspended during an investigation and shall be notified in writing by the Employer of the decision and the cause. In situations where th Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from the employee's place of employment, it shall be with pay.

14.04 Right to Representation

An employee shall have the right to the presence of a Union representative at all meetings with the Employer involving matters that are disciplinary or related to Personnel or the Collective Agreement.

14.05 Civil and Criminal Claims

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; the employee acted within the scope of the employee's employment and that the employee did not engage in willful misconduct.

14.06 Confidentiality

The fact and substance of disciplinary investigations shall be treated as confidential by the Employer and the Union.

ARTICLE 15 PERSONAL FILES

- 15.01 Copies of documents placed on an employee's personal file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee by registered mail or by hand. Copies of such documents shall also be supplied concurrently to the Secretary of the Union who shall hold such in the strictest confidence. The employee shall acknowledge receiving such documents by signing the file copy. Employees shall have the right to respond in writing to any documents placed in their file and their response shall also form part of their personal file.
- 15.02 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period. An employee shall have the right to receive copies of any material contained in the employee's personnel file and shall also have the right to request the removal of any time expired communication of a disciplinary nature which have been advertently left on file.
- 15.03 When an employee has a grievance, those copies referred to in Clause 15.01 and retained in the personal file will be made available to the employee.
- 15.04 An employee shall have, on giving reasonable notice, access to the employee's personal file and such shall be provided within forty-eight (48) hours notice. Copies of documents in an employee's personal file may be made available to the employee, on request.
- 15.05 There shall be only one (1) recognized personal file and that file will be the one (1) maintained by the Staff Relations Officer and/or recognized designate. This file, referred to in Clause 15.01, shall not contain any anonymous material. Employees have the right to challenge any document found in the employee's file.

ARTICLE 16 ACCESS AND SHOP STEWARDS**16.01 Access to Employees**

The Employer agrees that access to its premises shall be allowed to persons employed fulltime by the Union and Shop Stewards for the purpose of interviewing an employee and such interviews shall not interfere with the operation of the department concerned.

16.02 Union Meetings

Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld and such meeting shall not interfere with the operation of the department concerned.

16.03 Shop Stewards

The Union shall inform the employer of the names of all Shop Stewards as soon as possible after their appointment. The Employer agrees to recognize Shop Stewards appointed by the Union.

16.04 Time Off for Stewards

Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time is required by the Shop Steward during working hours, the Steward shall request such time off from the Steward's immediate Supervisor. Such time off shall not be unreasonably withheld.

ARTICLE 17 TIME OFF FOR UNION BUSINESS

17.01 A Bargaining Committee shall be appointed and consist of not more than three (3) members of the bargaining unit and three (3) members from the Employer. Each party will advise the other of their nominees to the Committee. Representatives of the Union shall not suffer any loss of pay when required to leave their employment in order to carry on negotiations with the Employer. No employee shall leave his/her regular duties to attend negotiations without first obtaining permission from the Employer. The employee shall notify the employee's Supervisor when returning to duty.

17.02 Leave of absence with pay shall be granted, upon request by the Union and subject to operational considerations, to employees elected or appointed to represent the Bargaining Unit at Union Conventions, Union sponsored schools or seminars. The Employer shall receive the request, in writing, at least seven (7) calendar days in advance of the leave. Such leaves are restricted to a maximum of twenty-five (25) working days accumulated for the bargaining unit per calendar year. Leaves are restricted to a maximum of three (3) members at any one convention or event subject to operational considerations.

17.03 The Employer shall endeavor to provide the Union office space at no cost to the Union.

- 17.04 Leave without pay up to one (1) year, subject to renewal, shall be granted, upon application to the Employer, to an employee upon being appointed or elected to a fulltime office in NAPE or its affiliates.

ARTICLE 18 SENIORITY

18.01 Definition

Seniority is defined as the date of hire with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls. Seniority shall be calculated in conjunction with the Bargaining Unit.

18.02 Maintenance of List

The Employer shall maintain a seniority list showing each employee's date of hire. An up-to-date seniority list shall be sent to the bargaining unit and posted on all bulletin boards in January of each year, such list to be correct to January 1st of that year. Any objection to the list must be filed within thirty (30) working days of posting or the list shall be deemed as correct. After that period, the seniority list shall be deemed as correct, until next posted.

18.03 Probation of Newly Hired Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hire. A probationary period may be extended by the mutual agreement of the parties to a maximum of four (4) months. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement except with regard to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance procedure, unless the Union claims bad faith, arbitrariness of discrimination (as noted in Article 6) as the basis for termination. Each employee shall be notified in writing at least two (2) weeks before expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.

18.04 Loss of Seniority

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

- (a) resigns or otherwise terminates the employee's services by voluntary act and does not withdraw the resignation within two (2) working days of its submission;
- (b) is discharged for just and reasonable cause and is not reinstated;
- (c) fails to return to work upon expiration of leave of absence;
- (d) is absent without leave for three (3) working days without notification to the Employer, when such notification is reasonably possible;
- (e) is laid off for a period of twenty-four (24) months or more (it shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address for recall purposes).

18.05 Transfers and Seniority Outside the Bargaining Unit

Excepting as provided under Article 21 (Resignations and Terminations) no employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

ARTICLE 19 LAYOFFS AND RECALL

19.01 Role of Seniority in Layoffs

- (a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those being retained have sufficient qualifications to perform the work required.
- (b) Both parties recognize that job security shall increase in proportion to their date of hire on the agreed seniority list. In the event the employer determines a position is redundant, the affected employee will be served with a notice of layoff in accordance with Articles 21 and 22 of the Collective Agreement. Within ten (10) days of receiving such notice, the displaced employee will be allowed to replace another employee in the Bargaining Unit regardless of classification, providing that they have more seniority and are qualified to perform the work. Employees subsequently displaced will have all rights as described in Articles 19, 21 and 22 of the Collective Agreement.
- (c) For the purposes of Clause 19.01 (a) and 19.01 (b), a permanent employee shall be entitled to displace any junior permanent employee or any temporary employee provided the permanent employee has the required qualifications to perform the work required. A temporary

employee shall be eligible to displace any junior temporary employee provided the temporary employee has the required qualifications to perform the work required.

19.02 Recalls

Employees shall be recalled in the order of seniority, provided that those employees being recalled have sufficient qualifications to perform the work required.

19.03 No New Employees

No new employees shall be hired until those on layoff have been given an opportunity for recall providing they have sufficient qualifications to perform the work required.

19.04 Layoff Notice and Employee Option on Layoff

A permanent employee who has been affected by a layoff shall be eligible, after twenty-four (24) continuous months, for all the severance benefits outlined in Article 21.02, including three (3) months' pay in lieu of notice.

ARTICLE 20 PROMOTIONS

20.01 Job Posting

When a vacancy or new position occurs within the Bargaining Unit, the Employer will post notices of the position in accessible places on the Employer's premises, with all pertinent information, for a minimum of five (5) days. Applicants from within the Bargaining Unit, including those on layoff status, shall be considered and a decision made before advertising outside the Employer. Copies of such notices will be forwarded to the Union.

20.02 Information in Postings

All job postings shall contain the following information:

- (i) nature of position;
- (ii) qualifications (as per job description);
- (iii) required knowledge or education skills;
- (iv) wages or salary rate;

- (v) hours of work;
- (vi) statement of non-discrimination
- (vii) that the position is a unionized position

20.03 Role of Seniority in Promotions or Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the employer;
- (b) that job opportunities should increase in proportion to length of service. In making staff changes, transfers and promotions, appointments shall be made of the applicants with the greatest seniority and having the required qualifications, as advertised in the job posting.

20.04 Trial Period

- (a) A successful applicant for promotion or transfer shall be placed on trial for a period of three (3) months, which period may be extended up to four (4) months by mutual consent. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.
- (b) In the event the successful applicant proves unsatisfactory in the position or if the employee is unable to perform the duties of the new job classification during the trial period or if the position proves unsatisfactory to the employee prior to the employee's former position being filled, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.
- (c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.
- (d) A permanent employee who is promoted or transferred to a temporary position with the Bargaining Unit, shall retain their permanent status and shall revert to the employee's former position and applicable pay rate at the end of the temporary period. If the employee's former position has been declared redundant, upon expiry of the temporary position, the employee may exercise bumping rights to retain a permanent position.

20.05 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of the 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.

20.06 Persons with Disabilities and Older Worker Provision

A permanent employee, through injury, illness or 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 provided the employee has greater seniority and has the required qualifications to replace the employee in the position. If the position is a lower paying position, the employee's salary shall be placed on the salary for the new position. If the employee's salary falls between two steps, it shall be moved to the lower of the two steps; in no case shall the employee's salary exceed the top salary step for the position.

20.07 Notification

Every appointment and confirmation shall be in writing addressed to the successful candidate, copied to the Union and shall be signed by the Staff Relations Officer and/or designate.

The Union shall be notified in writing of the appointment, hiring, layoff, transfer, recall or termination of any Bargaining Unit employee.

20.08 Reason for Denial

Upon request, an unsuccessful applicant for a position will be entitled to a meeting to discuss the reasons why the employee was unsuccessful in the job competition. This meeting shall be attended by at least one (1) member of the hiring committee involved in the decision.

ARTICLE 21 RESIGNATIONS AND TERMINATIONS

21.01 Resignation

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 thirty (30)

calendar days. If an employee leaves the employment of the Employer 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 of the Employer.

21.02 Subject to Article 18 (Seniority) 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 service or change in Employer structure, which negates the function of the employee's appointment or involves an adjustment in employees performing such functions. The Employer agrees to consult the Union prior to taking such action. In the case of such terminations, 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 three (3) months' notice of such action.

21.03 Periods of Authorized Leave

For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service and shall be counted as service in determining whether or not the employee has achieved the threshold defined in Article 21.02 (1), (2) or (3).

ARTICLE 22 HOURS OF WORK

22:01 (a) Regular Hours of Work

Except as provided in Article 23.01 (b) the normal week for full time employees of GCSU shall consist of five (5) seven (7) hour days, Monday to Friday, (i.e. - Thirty-five (35) hours per week, exclusive of lunch breaks. Events and Liquor Service Coordinator position work thirty-five (35) hours per week, which may routinely include weekends and evenings.

(b) Summer Hours

Summer hours for all fulltime employees of GCSU shall be thirty-two and one-half (32 ½) hours. Time worked in excess of thirty-two and one-half (32 ½) hours per week during this period shall be considered overtime and payment will be made in accordance with the overtime rates set out in Article 24. Summer hours shall commence on the first Monday of May each year and continue for thirteen (13) weeks.

Employee's leave during this time will remain at a rate of seven hours per day.

22.03 Change in Hours

It is the intention of the Employer that the current working schedules will be maintained. Where it becomes necessary to schedule hours outside these hours, the Employer, excepting cases of emergency, will consult in advance with the Union 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 employer.

22.03 Breaks

- (a) Each employee shall be allowed two (2) fifteen (15) minute breaks during each shift at a time scheduled by the Employer.
- (b) Where a regular posted shift exceeds seven (7) hours any employee so scheduled shall be entitled to a third fifteen (15) minute rest period.

22.04 Recorded Days Off

- (i) When an employee takes the whole day off, it will be recorded as seven (7) hours (i.e. - 9:00 a.m. - 5:00 p.m. actual hours paid).
- (ii) When an employee takes the whole afternoon off, it will be recorded to include the half hour paid, but not worked, during the summer (i.e. - 2:00 p.m. - 4:30 p.m., will be recorded as three (3) hours).
- (iii) When an employee takes less than the whole afternoon, it will be recorded as actual hours absent from work, excluding the half ($\frac{1}{2}$) hour paid but not worked (i.e. - 3:00 p.m. - 4:30 p.m. will be recorded as half ($\frac{1}{2}$) hours).

22:05 Flexible Work Schedules

The intent of this Clause is to allow a permanent full time employee the ability to work the employee's normal hours in a manner that is conducive to the employee's lifestyle needs and the requirements of the Employer. Requests to work flexible hours shall be in writing to the Employer with a copy to the Secretary of the Local. The request shall state the flexible arrangements being requested and the duration for the flexible arrangement. The requests for the flexible hours will be reviewed by the employer and if approved, the approval shall state the conditions and the duration of the flexible arrangement. No flexible arrangements shall exceed

twelve (12) months duration without the request being renewed by the employee and reviewed by the Employer and if agreed, signed off by the Employer again, once approved, any changes to the flexible arrangement shall be approved by the Employer. The Employer reserves the right to cancel any flexible work arrangements due to operational concerns by giving the employee thirty (30) calendar days' notice. The Employer reserves the right to limit the number of employees working a flexible work arrangement based on the operational requirements of the Employer.

22.06 Extended Shutdown

If for any reason, the Employer decides to close its operation for a period of time or extend a holiday period, the employees will be deemed to be on paid leave.

ARTICLE 23 TEMPORARY REPLACEMENT

23.01 Temporary Replacement Pay

- (a) When an employee is temporarily assigned to relieve in or perform the principle duties of a higher paying position, the employee shall receive the rate of pay for that position.
- (b) When an employee is temporarily assigned to a position paying a lower rate of pay, the employee's rate shall not be reduced.

ARTICLE 24 OVERTIME

24.01 Definition of Overtime

All time worked beyond the normal work day, the normal work week or statutory holiday as outlined in Article 26.01 shall be considered as overtime.

24.02 Overtime Rates

When an employee is required to work in excess of thirty-five (35) hours per week they shall receive time off in lieu fo at the rate of one and one-half (1 ½) times.

24.03 Banked Overtime Hours

Where it is agreed to grant time off under Article 24.02, the Employer will

endeavour to grant time off suitable to the employee; however, if such time off is refused within twelve (12) months, the employee will receive pay at the applicable rate. At no time can banked hours exceed fifty-five (55) hours except by mutual agreement. A record of banked hours will be maintained and reported by the Employer.

24.04 Overtime Authorization

All overtime shall be authorized by the employer. The Operations supervisor can approve overtime hours for subordinate staff.

24.05 Approved Leave

For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.

ARTICLE 25 CALL BACK

25.01 Subject to Clause 25.02, when an employee is called back and reports for work after the employee has left their place of work and such recall has not been scheduled in advance, the employee shall be paid for minimum of three (3) hours at the appropriate rate.

25.02 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) hours minimum, the benefit of the three (3) hours minimum shall apply only once.

ARTICLE 26 HOLIDAYS

26.01 Holidays

(a) There shall be fourteen (14) designated paid holidays as follows:

- (1) New Year's Day
- (2) January 02 Holiday
- (3) Corner Brook Civic Holiday (Carnival Day)
- (4) Mid-March Holiday
- (5) Good Friday
- (6) Commonwealth Day
- (7) Discovery Day
- (8) Memorial Day
- (9) Mid July Holiday

- (10) Labour Day
- (11) Thanksgiving Day
- (12) Armistice Day
- (13) Christmas Day
- (14) Boxing Day

(b) Fall and Winter Study Breaks on average two to three (2-3) days during each break.

(c) Christmas Break

GSCU Office will close its operations each year from 4:30 p.m. on December 18th and reopening the morning of the first day of classes for the Winter Semester. Staff members are no required to record any annual leave for this shutdown period. In case of emergency staff may be required to work during this period except for recognized holidays list above in Clause 26.01 (a).

26.02 Scheduled Day Off

When a paid holiday falls on an employee's scheduled day of rest, the employee shall receive another day off at a time mutually agreed upon or pay for one (1) day at the employee's regular rate of pay.

26.03 Working on Statutory Holiday

The Employer will normally notify employees, in writing at least five (5) days in advance, that they are required to work on any paid holiday as set out in Clause 26.01. An employee required to work shall receive, in addition to the paid day, time and one half (1 ½) days off with pay at a time mutually agreed to by the Employer and the employee.

ARTICLE 27 ANNUAL VACATION

27.01 Subject to Clauses 27.02, 27.03 and 27.04, the amount of annual vacation leave which an employee shall be eligible for in any one (1) year shall be one and one-quarter (1 1/4) days for each month of service up to fifteen (15) working days.

27.02 Annual vacation leave entitlement shall be increased to twenty (20) working days on completion of five (5) years of service and shall accrue at the rate of one and two-thirds (1 2/3) days per month. An employee who has attained four (4) years and six (6) months as of March 31st shall be considered to have five (5) years of service for the purpose of this

paragraph.

- 27.03 Annual vacation leave entitlement shall be increased to twenty-five (25) working days upon completion of fifteen (15) years of service and shall accrue at the rate to two and one-twelfth ($2 \frac{1}{12}$) days per month. An employee who has attained fourteen (14) years and six (6) months as of March 31st shall be considered to have fifteen (15) years of service for the purpose of this paragraph.
- 27.04 Annual vacation entitlement shall be increased to thirty (30) working days upon completion of twenty-five years of service and shall accrue at the rate of two and one-half ($2 \frac{1}{2}$) days per month. An employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.
- 27.05 A month of service shall mean a calendar month in respect of which the employee is paid at the rate of full salary for not less than two-thirds ($\frac{2}{3}$) of the number of working days in that month.
- 27.06 Fractions of annual vacation entitlement of one-half ($\frac{1}{2}$) a day or more shall be considered as one (1) full day.
- 27.07 The vacation year shall be from April 1st in any one (1) year to March 31st in the next succeeding year and annual vacation entitlement shall be computed as of March 31st.
- 27.08 Seniority shall prevail for the purpose of selecting vacation dates subject to operational requirements. The Employer reserves the right to limit the number of employees off at any one time.
- 27.09 Annual vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) Subject to the approval of the employer, 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:
 - (i) twenty (20) days' annual vacation if the employee is eligible for fifteen (15) or twenty (20) days in any year;
 - (ii) twenty-five (25) days' annual vacation if the employee is eligible for twenty-five days in any year;
 - (iii) 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 Clause 27.09 (a) of this section.
- (c) An employee who is required by the Employer to defer annual vacation or a portion thereof to the following year, in the interests of the Employer, shall upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Employer.
- (d) an employee shall receive payment in lieu of time off for any unused annual vacation entitlement or portion thereof due the employee as of the effective date of the cessation of employment.

- 27.10 At the time of termination, any vacation taken in excess of total entitlement shall be adjusted for by deduction from salary and/or pension contributions.
- 27.11 Salary shall not be paid in lieu of vacation except under the provisions of Clause 27.09 (b) and © of this section.
- 27.12 Subject to Clause 28.04, Sick Leave and Clause 29.03, Compassionate Leave, 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.
- 27.13 When a designated holidays as per Article 26 for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.
- 27.14 Any earned, but unused vacation of a deceased full-time permanent employee shall be paid to such employee's estate.

ARTICLE 28 SICK LEAVE

- 28.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.
- 28.02 sick leave benefits for prolonged periods of disability are provided under the Long Term disability (Salary continuance) Plan and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the Employer during the waiting period before the employee becomes eligible

for benefits under this Plan.

28.03 Sick leave benefits for lesser periods will be granted in accordance with the following:

- (a) A "Reason for Absence Form" completed and signed by the employee, must be provided to the Employer. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary and employees are not required to provide private, personal or confidential information regarding their illness.
- (b) For periods in excess of four (4) consecutive days or in excess of ten (10) intermittent days in the aggregate in a twelve (12) month period, a medical certificate must be provided to the Employer.
- (c) Excessive intermittent use of these benefits will be considered as chronic absenteeism.
- (d) Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for and shall be granted upon the recommendation of the Employer. Approval, when granted, will apply to the total period of such illness.

ARTICLE 29 OTHER LEAVES

29.01 Leave Without Pay

- (a) Leave without pay, for a period of up to six (6) months, may be granted on the approval of the Employer.
- (b) Upon request, a full-time permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer and the availability of replacement staff. Each additional period of leave under this Clause must be requested in writing and approved by the Employer before the leave can be taken. A full-time permanent employee shall be entitled to a maximum of twelve (12) months unpaid leave for each two (2) years of service with the understanding that no employee can have more than twenty-four (24) consecutive months of unpaid leave at any one time. While on such leave the employee shall not accumulate service for benefits under this Agreement, but the employee's seniority date shall not change. The approval from the Employer shall state the start and end date of such

unpaid leave. Extensions beyond the maximums noted above may be requested for good and sufficient reasons and approved at the Employer's discretion.

29.02 Political Leave

- (a) the employer recognizes the right of an employee to enter political life, if so desired. Provided the operational requirements of the Employer can be met, leave of absence without pay shall be granted to enable the employee to contest an election; up to four (4) weeks for provincial or municipal elections and up to six (6) weeks for federal elections. The employee may opt to take part or all of his/her annual vacation during the campaign.
- (b) In the event the employee is unsuccessful in getting elected, the employee will be entitled to resume the employee's normal duties. In the event the employee is successful in being elected the employee shall be awarded an unpaid leave of absence for a maximum of one (1) term in office.

29.03 Compassionate Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to five (5) days in the event of the death of the employee's spouse or child.
- (b) An employee shall be entitled to leave with pay, for a period of up to three (3) days in cause of the death of the employee's mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or a near relative permanently residing in the employee's household.
- (c) If the death of a relative referred to in (a) above occurs outside the Province, an employee shall be entitled to leave with pay, up to a period of four (4) days for the purpose of attending the funeral.
- (d) An employee shall be entitled to special leave with pay to a maximum of one (1) day, in the event of the death of the employee's aunt, uncle, nephew or niece.
- (e) If an employee, while on annual leave, qualifies for compassionate leave under Clause 29.03 (a), (b) and ©, the employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.

- (f) In the event that a death occurs, in the Province, outside the immediate area (200 km road distance) the employee shall be given one (1) additional day to the time offered in Clause 29.03 (a) and © in order to allow for travel to and from the place of burial.

29.04 Maternity/Adoption/Parental Leave

- (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this article. An employee is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the employer may grant leave without pay when the employee is unable to return to duty after the expiration of this leave.
- (b) An employee may return to duty after giving his/her Supervisor two (2) weeks' notice of his/her intention to do so. The employee shall resume his/her former position and salary upon return from leave, with no loss of accrued benefits.
- (c) Periods of leave up to fifty-two (52) weeks shall count for seniority, annual leave and severance purposes. 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.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave.
- (e) While on maternity/adoption/parental leave the employees may request copies of job postings be forwarded to them by the employer.
- (f) an employee, who so desires, may be permitted to avail of his/her accumulated vacation leave immediately before or after maternity/adoption/parental leave, subject to the approval of the Supervisor and operational requirements.

29.05 Jury Duty or Court Leave

The Employer shall continue to pay normal salary to an employee called for jury service or subpoenaed as a witness in Court or in other legal or quasi legal judicial proceedings. The employee will present written proof of such service.

29.06 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. The employee shall have the option of taking annual vacation leave to which the employee is entitled in lieu of all or part of the leave without pay.

29.07 Leave in Special Circumstances

- (a) In special circumstances and at the request of the employee, leave with pay may be granted by the Employer. The employee shall apply in writing directly to the Employer.
- (b) Where the circumstances of the leave request are covered by the provisions of Clause 29.08 the employee shall first access any leave to which he/she is entitled under that procedure.

29.08 Family Responsibility Leave

- (a) Subject to Clause 29.08 (b) and ©, an employee who is required to:
 - (i) attend to the temporary care of a sick family member, as defined in Clause 29:03 (a);
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member, as defined in Clause 29.03 (a) on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child;
 - (vi) attend to the needs related to home or family emergencies;
 - (vii) attend to needs related to the death of a family member as defined in Clause 29.03 (a); and
 - (viii) attend to other persona, family, school or home related needs not listed above;

shall be awarded up to six (6) days paid family leave in each two year period to be utilized in that period. The first two (2) year period shall commence April 1, 2020.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate and in particular with respect to (iii), (iv) and (v) of Clause 29:08 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) employees shall not be permitted to change any other leave to family leave, but shall be entitled to change family leave to compassionate leave or sick leave.
- (d) Employees may access the above noted leave by requesting up to one (1) day at a time and three (3) days per year non-emergency family leave (i.e. - mental health day) and the Employer shall approve subject only to work requirements. Work demands shall be a legitimate reason to deny non-emergency requests.

29:09

Compassionate Care Leave

In accordance with Human Resources 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 eight (8) weeks in order to care for a gravely ill family member as identified 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) Periods of leave under this Clause shall count for severance pay, seniority, annual leave and awarding of increments.

29.10

Gender Confirmation Leave

The Employer shall grant paid leave upon request for reasons related to

gender confirmation surgery or transition. Such leave will be granted to a maximum of forty (40) working days per year, but may be extended upon Employer approval.

ARTICLE 30 TRAVEL EXPENSES

30.01 Meals and Per Diems

All employees on authorized travel shall be paid a per diem equivalent to that of the Provincial Government rate for both in province and out of province. If meals are not provided, an additional amount equivalent to the Provincial Government rate per day will be added to the per diem. All other reasonable expenses shall be paid by the Employer. The above per diems cannot be reduced, but will be increased to coincide with per diem rates established by the Employer.

30.02 Car allowances paid to employees using their own automobiles for the Employer's business shall be as per the prevailing Provincial Government rate per kilometer. If an employee does not elect to use his/her own car, the Employer will, if necessary, provide alternate transportation.

ARTICLE 31 EDUCATIONAL ASSISTANCE

31.01 Course Available

(a) An employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Employer, 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. An employee will be eligible for reimbursement for the above course.

(b) The Employer will make its best efforts to ensure that employees who wish to take a course in accordance with Clause 32.01 (a) are permitted to do so. The employer undertakes to show flexibility, within the operational requirements of the unit, in making arrangements for employees to compensate for course time.

31.02 Writing Examinations

An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to

employment.

- 31.03 Employees will have the opportunity to avail of three (3) days or a maximum of twenty-one (21) hours professional development or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at straight time rates for an hour-for-hour basis (three off) for up to three (3) days to a maximum of twenty-one (21) hours in the fiscal year.

ARTICLE 32 FUTURE LEGISLATION

- 32.01 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provisions of this agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 32.02 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 33 PENSIONS AND BENEFITS

- 33.01 the Employer will provide coverage and pay one hundred percent (100%) of premiums for the GCSU full time and part time employees including partner and dependants for the following:
- (a) Health Plan, including vision and travel insurance
 - (b) Dental Plan
 - (c) employee Assistance Plan (EAP)
- 33.02 GCSU full time employees will receive the following insurance policies including partner and dependant coverages at fifty percent (50%) cost share. Long-term employees are entitled to insurance coverage (as noted below) during retirement if they chose to continue their membership.
- (a) Accident Death and Dismemberment
 - (b) Life

(c) Long Term Disability

- 33:03 The employer and employees agree to consider establishing an employee Pension Plan. The Employer agrees to make every effort to examine whether GCSU employees can become members of existing Pension Plans in place via the Newfoundland and Labrador Government and/or Agencies, Memorial University or affiliated Organizations, etc.
- 33.04 Temporary employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment, including extension of contracts.
- 33.05 Employees can choose to participate in a 50/50 cost sharing RRSP. The Employer shall match the employee's contribution rate of three, four, five or six percent (3, 4, 5 or 6%) of the employee's annual earnings. The contribution rate as noted above shall be the choice of the employee.

ARTICLE 34 INJURY ON DUTY

- 34.01 Where an employee is injured while on duty, the employee shall receive full salary and benefits for the entire period of temporary disability as defined by Workplace NL, subject to Provincial legislative restrictions.
- 34.02 Where an employee is permanently and totally disabled as determined by Workplace NL, the employee shall be paid such pension and allowances by Workplace NL as set out in their Schedule of Benefits.
- 34.03 A permanently and totally disabled employee may continue to contribute to the Employer Pension Plan or the RRSP, depending which Plan the employee is eligible to participate in.
- 34.04 Where a permanently partially disable 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.
- 34.05 Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with provisions of Article 14.

ARTICLE 35 SAFETY AND HEALTH

- 35.01 The Employer and the Union shall co-operate in improving rules and practices for the health and safety of employees.
- 35.02 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.
- 35.03 A member of the GCSU will sit on the MUN Health Safety and Health Committee as a representative.
- 35.04 the committee shall deal with all unsafe and hazardous or dangerous work conditions.
- 35.05 Copies of minutes of all Committee meetings shall be sent to the Employer and the Union.
- 35.06 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 work of the Committee.
- 35.07 A first aid kit shall be supplied by the employer to each mobile unit and at other appropriate locations of the employer
- 35.08 Upon request, the employer and the Union agree to furnish each other, in writing, any information they possess respecting conditions in the workplace.
- 35.09 In recognition of the legislative and regulatory requirements which exist relating to safety related training and certification under the Occupational Health and Safety Act and the Transportation of Dangerous Good Act, the employer will ensure that employee will be provided with necessary training and certification at no cost to the employee. Further, the employer will monitor the expiry date of employee certifications to ensure that any necessary certifications are kept current.
- 35.10 the Employer recognizes that employees sometimes face situations of violence, abuse or other mental health crises in their personal lives that may affect their attendance or performance at work. For that reason it is agreed that:
- (a) An employee who is either in an abusive or violent situation or experiencing a mental health crises or one who is providing support to someone in an abusive or violent situation or experiencing a mental health crisis, will not be subject to discipline if the absence or performance issue can be linked to the abusive, violent or mental

health situation.

- (b) An employee who is trying to leave an abusive or violent situation will be provided paid leave to a maximum of twenty (20) working days toward this end.

ARTICLE 36 REVISION BY MUTUAL CONSENT

36.01 Amendments by Mutual Consent

Any Article in this Agreement, other than the duration of the Agreement, may be altered or amended by mutual consent of the parties hereto.

ARTICLE 37 CLOSURE OF THE EMPLOYER

37.01 Where the Employer is officially closed for natural causes beyond its control, the Employer 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
 - (c) no loss of sick leave benefits;
- (2) Employees who refuse to report for work when required shall not be entitled to any pay for that day;
- (3) When an employee is prohibited from using the employee's own or public transportation by virtue of a declared state of emergency, if required to report to work by the Employer, the employee will be provided with transportation by the Employer.

ARTICLE 38 TECHNOLOGICAL CHANGE

38.01 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 during which they may perfect or acquire the skills

necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

- 38.02 In the event of a technological change causing the termination of an employee, the Employer will follow the provision of Article 21, Clause 21.02.
- 38.03 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 Clause 38.01.
- 38.04 When it is necessary for an employee to upgrade skills as a result of technological change and where the Employer requires an employee to take courses, the Employer shall pay the tuition for such courses. Where the Employer requires an employee to participate in training during regular work hours, the employer shall pay the employee for time spent in training at the employee's regular rate of salary. Where the Employer requires an employee to participate in training outside of regular work hours, the Employer shall pay the employee for time spent taking the course outside of regular work hours in accordance with Article 24, Overtime.

ARTICLE 39 CONTRACTING OUT

- 39.01 No member of the Bargaining Unit will lose the member's job because of a decision of the Employer to contract out work normally performed by members of the Bargaining Unit. An employee so affected will be offered another position with the Employer consistent with the employee's qualifications and capabilities, without loss of pay or benefits.
- 39.02 Notwithstanding the provisions of Clause 39.03 and clause 39.04, contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.
- 39.03 Prior to finalizing any decision about contracting out all or a significant part of any services provided by members of the Bargaining Unit, the Employer agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult land/or make representations on the matter to the Employer to explore alternatives to contracting out in order to retain said work within the bargaining Unit. Should the Employer thereafter decide to contract out, a further thirty (30) 'days' notice will be given to the Union, prior to such

contracting out.

- 39.04 The Union shall be provided with information relating to a specific instance of contracting out upon request to the Staff Relations Officer and/or designate.

ARTICLE 40 GENERAL CONDITIONS

40.01 **Bulletin Boards**

The employer agrees that a section of a least one (1) bulleting board in each department will be reserved for the use of the NAPE Bargaining Unit members.

40.02 **Union Notices**

The employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on bulletin boards.

40.03 **Supply of Tools and Equipment**

The Employer agrees to maintain present practice regarding the supply of tools and equipment required by employees in the performance of their duties.

40.04 **Retroactivity**

All Articles in the Collective Agreement will take effect as of the date of signing with the exception of those Articles which have a specific effective date.

40.05 **Parking Fees**

The employer agrees that parking fees for Union members will only be increased to the extent that they are increased for all other employees of memorial University of Newfoundland.

40.06 **Union Label**

In order that the general public and students are aware of the benefits of a unionized workplace, the NAPE Union label shall be displayed as prominently as possible throughout the premises. The NAPE Union label shall also be displayed on all materials produced by members of the

Bargaining Unit.

ARTICLE 41 TEMPORARY EMPLOYEES

- 41.01 Temporary employees who have been employed in the same contractual position for five (5) continuous years will be made permanent on their fifth (5th) anniversary date.
- 41.02 Temporary positions which have been in existence for five (5) continuous years and held without interruption by a number of employees during the five (5) year period shall be converted to permanent positions where there is an ongoing need for the position and it is not a replacement position. Where the incumbent has not occupied the position for a period of five (5) continuous years, one month prior to the expiration of the incumbent contractual employee's contract of employment immediately following the fifth (5th) anniversary of the existence of the position, the position shall be posted in accordance with Clause 20.01, Job Posting.

ARTICLE 42 DURATION OF AGREEMENT

- 42.01 Except as otherwise provided, the Agreement shall be effective from April 01, 2020 and shall remain in full force and effect until March 31, 2024 and from year to year thereafter, unless either of the parties give notice in writing, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days immediately before the date of expiration of this Agreement, of its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.

ARTICLE 43 WAGE INCREASES

- 43.01 Members of the Bargaining Unit will receive the average salary increase received by the NAPE Maintenance Bargaining Unit. For the purpose of this Article, increase received by NAPE members through reclassification, pay equity and step progression shall not be considered.

APPENDIX A

Effective January 1, 2020

Pay Level

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

Effective January 01, 2020

Pay Level

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

LETTER OF UNDERSTANDING

Severance Pay

The Employer has agreed to a severance buyout for its employees. Employees who have not less than nine (9) or more years of qualifying service will receive a severance buyout. The buyout will be processed as soon as possible at a time agreeable buy both parties. Employees hired after the severance buyout date will not qualify for severance in the future.

Michael Feeley

EMPLOYER

Andrew Pausens

UNION

April 24 2020

DATE

LETTER OF UNDERSTANDING

Pay Scale Step Increases/Back Time

The Employer agrees to maintain current salary band levels already established for each of its three staff. Each employee will be given a corresponding step on agreed NAPE scale in line with their current salary and years of service as determined by their employment start date. Employees shall receive retroactive pay/step increases for any outstanding annual step adjustments that they have not received to date. The Employer also agrees to inform Memorial Human Resources of any changes to salary, benefits, leave and any applicable retroactive pay within 30 days of signing the Collective Agreement.

Nicole Felle

EMPLOYER

Andrew Parsons

UNION

April 24 2020

DATE

LETTER OF UNDERSTANDING

Job Descriptions and Position Titles

The Employer and employees have agreed to new job position titles that will replace the existing GCSU staff positions and titles. The General Manager position and title will change and become Operations and Services Supervisor. The Business Manager position and title will change and become Financial Clerk. The Event and Liquor Services Coordinator position and title will change and become Backlot and Special Events Coordinator. The Employer agrees to inform Memorial Human Resources of the new position titles within thirty (30) days of signing the Collective Agreement. The Employer also agrees to amend existing job descriptions and finalise new job descriptions within thirty (30) days of signing the Collective Agreement.

Nicole Faller

EMPLOYER

Abelina Pausas

UNION

April 24, 2020

DATE

SIGNED this 24 day of April, 2020

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ON BEHALF OF THE GRENFELL CAMPUS STUDENT UNION:

Kacie Felle

Mr. H. de S.

[Signature]
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]

[Signature]

[Signature]

[Signature]
WITNESS