



COLLECTIVE AGREEMENT

Between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

NEWFOUNDLAND AND LABRADOR ASSOCIATION  
OF PUBLIC AND PRIVATE EMPLOYEES

On behalf of

Instructors, Demonstrators, Research Scientists and Research and Technical Personnel

(LOCAL 7405)

of the

Fisheries and Marine Institute

of

Memorial University of Newfoundland

Signed: December 1, 2020

Expires: August 31, 2020

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THIS AGREEMENT made at St. John's in the Province of  
Newfoundland, Canada, this 1<sup>st</sup> day of December, 2020

BETWEEN

Memorial University of Newfoundland,  
  
of the one part;

AND

Newfoundland and Labrador Association of Public and Private Employees and its  
Local 7405,  
  
of the other part

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and covenants,  
condition, stipulations and provisos herein contained, the parties hereto agree to as follows:

## **Article 1 Purpose of Agreement**

1.01 The purpose of this Agreement is:

- (a) to maintain and improve harmonious relations between the Union, Employer, and employees;
- (b) to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement;
- (c) to set conditions conducive to the development and delivery of the mandate of the Fisheries and Marine Institute of Memorial University of Newfoundland.

## **Article 2 Definitions**

- 2.01
- (a) "Academic Year" means a year commencing on the first day of September in a calendar year and ending on the thirty-first day of August in the calendar year next following.
  - (b) "Associate Vice-President" means the Associate Vice-President (Academic & Student Affairs) Marine Institute or any official authorized to act on behalf of the Associate Vice-President.
  - (c) "Bargaining Unit" means the bargaining unit recognized in accordance with Article 3.
  - (d) "Classification" means in the case of Instructors and Demonstrators, the class and level to which an employee is assigned under the Faculty Classification Plan and in the case of Research and Technical Personnel and Research Scientists, the level to which an employee is assigned under the Research and Technical Personnel and Research Scientists Scale.
  - (e) "Contractual Employee" means a person employed for the purpose of performing certain specified work and whose employment is for a period of time up to two (2) years and whose terms and conditions of employment are specified in a written contract signed by both parties.
  - (f) "Day" means a calendar day other than days of rest and statutory holidays.
  - (g) "Day of Rest" means a calendar day on which an employee is not ordinarily required to perform the duties of the employee's position other than:
    - (i) a designated holiday;
    - (ii) a calendar day on which the employee is on leave of absence.
  - (h) "Demonstrator" means a person appointed by the Employer to assist an Instructor(s).

- (i) "Demotion" means an action, other than reclassification resulting from the correction of the classification error, which causes the movement of an employee from the employee's existing classification to a classification carrying a lower pay range.
- (j) "Employee" or "Employees" is a collective term, except as otherwise provided herein, including all persons employed in categories of employment contained in the bargaining unit, as prescribed in Article 3.
- (k) "Employer" means Memorial University of Newfoundland.
- (l) "Grievance" means a difference arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement and includes questions of whether the matter is arbitral.
- (m) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a calendar day designated as a holiday in this Agreement.
- (n) "Increment" means the increase in salary from one step to the next highest step in the salary scale.
- (o) "Industrial Employer" means any Employer other than Memorial University of Newfoundland.
- (p) "Instructor" means an employee classified in accordance with the Marine Institute Faculty Classification Plan.
- (q) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post.
- (r) "Leave of Absence" means absence from duty with the permission of the Employer.
- (s) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of 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 not in excess of twenty (20) days. In cases where employees earn less than a month of service, as defined in this Clause, they shall earn the benefits of this Agreement on a pro-rata basis, however, in no case will an employee lose less than one (1) day of sick leave or annual leave for any time missed.
- (t) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (u) "Overtime" means work performed by an employee in excess of the employee's scheduled work week, on a day of rest, vacation day or statutory holiday as authorized by the Employer.

- (v) "Part-time Employee" means a person who is regularly employed to work less than the full number of working hours in each work week.
- (w) "Permanent Employee" means a person who has completed the probationary period and is employed without reference to any specific date of termination of service.
- (x) "President" means the President of Memorial University of Newfoundland or any official authorized to act on behalf of the President.
- (y) "Primary work location" means the work location where an employee is assigned to perform his/her duties.
- (z) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (aa) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from the employee's existing classification to a classification giving a higher pay range.
- (bb) "Reclassification" means any change in the current classification of an employee.
- (cc) "Redundancy" means a position declared redundant by the Associate Vice-President.
- \* (dd) "Regular Program" means any instructional program for credit toward a Graduate Degree, and Undergraduate Degree, a Diploma, or Certificate program as outlined in the Marine Institute Calendar, or an Industrial Response Certificate whether part-time or full-time.
- (ee) "Research and Technical Personnel" denotes a non-teaching employee who is not an Instructor and is employed to conduct research or to assist in preparation, supervision, evaluation or similar duties.
- (ff) "Research Scientist" means an employee hired in accordance with the letter of understanding between the employer and the union signed January 24, 2011.
- (gg) "Service" means any period of employment either before or after the date of signing of this Agreement, in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) days in the aggregate in any academic year.
- (hh) "Temporary Employee" means an employee who is employed for a specific period or for the purpose of performing certain specified work and whose employment may be terminated at the end of such period or on completion of such work.

- (ii) "Temporary recall employee" is an employee who is called into work as needed by the Employer.
- (jj) "Transfer" means the movement of an employee from one position or location to another which does not result in a promotion or demotion.
- (kk) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (ll) "Vacancy" means a position which the Employer requires to be filled after first having made reassignments within a Campus and in respect of which there is no employee currently on layoff as per Article 48 who is qualified and able, as assessed by the Employer, to perform the required duties of the position.
- (mm) "Year" means academic year.

### **Article 3 Recognition**

- 3.01 (a) Subject to Clauses 3.01 (b), (c), and (d), the Employer recognizes the Union as the sole and exclusive bargaining agent for the classes of employees listed in Schedule "A".
- (b) Where the inclusion or exclusion of classifications is in dispute, the matter may be referred to the Labour Relations Board by either party to this Agreement for adjudication. The decision of the Board shall be binding on the parties to this Agreement.
- (c) Temporary employees and part-time employees who work less than nine (9) hours a week or are hired full-time for ten (10) days or less will be excluded from the bargaining unit.
- (d) The terms and conditions of this Collective Agreement shall apply to contractual employees with the exception of the following Clauses: Articles 7, 8, 9, 10, 11, 12, 13, 26.02, 37, and the salary schedules. These areas will be covered in a separate written contract to be signed by the employee and the Employer. A copy of the written contract shall be forwarded to the Union.
- 3.02 The Employer agrees to advise the Union in advance of any contemplated changes in policy at the Institute which would affect employees' terms and conditions of employment not covered under this Agreement and to discuss the procedures for the implementation of the policy changes contemplated.
- 3.03 Subject to Clauses 3.01 (b) and (c), part-time employees covered by this Agreement shall receive benefits under this Agreement on a pro-rata basis.



- 3.04 Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except:
- (a) when regular employees are not available;
  - (b) when performing developmental or experimental work.
- 3.05 Should the terms of this Agreement conflict with any Employer regulation, then the language of the Collective Agreement shall prevail.

#### **Article 4 Management Rights**

- 4.01 All functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### **Article 5 Grievance Procedure**

- 5.01 (a) Types of Grievances

The following types of grievances are recognized under this Agreement:

- (i) Employee Grievance

A grievance of an individual employee which the employee has signed or a grievance initiated by the Union on behalf of an individual employee and signed by a representative of the Union.

- (ii) Group Grievance

A group grievance shall be considered to be one where each employee in the group has the same grievance arising out of the same situation or incident and one where redress can be awarded to each employee.

The Union and its full time representative shall have the right to originate a group grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

- (iii) Policy Grievance

A grievance submitted by the Union or group of employees which involves the general application or interpretation of this Agreement.

- (b) For the purpose of Clauses 5.01 (a) (ii) and 5.01 (a) (iii), the grievances may be initiated in the first instance at Step 2.

- 5.02 Subject to Clause 5.03, grievances shall be processed in the following manner:

### Step 1

An employee who alleges a grievance shall first present the matter to the employee's immediate Supervisor through the employee's Shop Steward within ten (10) days of the occurrence or discovery of the incident giving rise to the alleged grievance.

### Step 2

If the employee fails to receive a satisfactory answer to the grievance within ten (10) days after the filing of the grievance at Step 1, the employee may, within a further five (5) days, submit the grievance in writing to the Associate Vice-President, who for the purpose of investigating the grievance, shall form a Committee consisting of four (4) persons comprising an equal number of Employer and Union representatives to the Committee. One (1) of the Employer's representatives shall chair the meeting(s).

The Committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing, to the grievor within ten (10) days of receipt of the grievance by the Associate Vice-President. The Committee's report shall consist of the joint decision of the Committee where the Committee members agree to a solution.

If the matter is not mutually resolved by the Committee, then the Employer's representatives will send their position, along with a brief summary of the Committee's deliberations to the grievor with a copy being sent to the Union. The Grievance Committee shall meet in the work location of the aggrieved employee unless otherwise mutually agreed by both parties.

### Step 3

If an employee fails to receive a satisfactory answer to the grievance within ten (10) days after the adjournment of the above referred to Committee meeting(s) or within thirty (30) days of having presented the grievance at Step 2, whichever is earlier, either party to the Agreement may, within a further ten (10) days, submit the grievance to arbitration.

- 5.03 In the case of dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 5.02.
- 5.04 Replies to grievances stating reasons shall be in writing at all Steps, except Step 1.
- 5.05 A full-time representative of the Union may be called in by the employee(s) to attend at any Step of the Grievance Procedure.
- 5.06 The time limits specified in this Article may be extended by mutual consent of the parties.
- 5.07 An employee who is a member of the Grievance Committee referred to under Step 2 of Clause 5.02 or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave the

employee's regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of the grievance(s) without first obtaining permission from the employee's Supervisor and provided that an acceptable substitute arrangement can be made. The employee shall notify the employee's immediate Supervisor when returning to duty.

- 5.08 When a grievance is processed through the mail, all correspondence shall be registered or certified. The time while the mail is moving from one destination to another shall not be considered in the Grievance Procedure time limits.
- 5.09 An Arbitrator or Arbitration Board may extend the time limits of any Step in the Grievance Procedure, notwithstanding the expiration of such time limits, where the Arbitrator or Arbitration Board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 5.10 The parties shall utilize the services of a Mediator to attempt to resolve grievances prior to submission to arbitration where one party or the other requests. The Mediator shall be as agreed between the parties and where agreement cannot be reached shall avail of the services of the Department of Human Resources, Labour and Employment. Both parties retain access to the complete arbitration process where agreement is not reached.

## **Article 6 Arbitration**

- 6.01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may, within the time limit specified in Clause 5.02, Step 3, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an Arbitrator by the party giving notice.
- 6.02 The party to whom notice is given under Clause 6.01 shall, within ten (10) days after receipt of such notice, appoint an Arbitrator and notify the other party of the name of the Arbitrator.
- 6.03 The two (2) arbitrators appointed in accordance with Clause 6.01 and Clause 6.02 shall, within ten (10) days after the appointment of the second of them, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this Clause shall be the Chairperson of the Arbitration Board.
- 6.04 If:
  - (a) the party to whom notice is given under Clause 6.01 fails to appoint an Arbitrator within the period specified in Clause 6.02, the Minister of Human Resources, Labour and Employment shall, on the request of either party, appoint an Arbitrator on behalf of the party who failed to make the appointment and such an Arbitrator shall be deemed to be appointed by that party;

or

- (b) the two (2) Arbitrators appointed by the parties under Clause 6.01 and Clause 6.02 fail to appoint a third Arbitrator within the period specified in Clause 6.03, the Minister responsible for the Labour Relations Agency shall, on the request of either party, appoint a third Arbitrator and these three (3) Arbitrators shall constitute an Arbitration Board. The Arbitrator appointed under this paragraph (b) shall be Chairperson of the Arbitration Board.
- 6.05 Both parties to a grievance shall be afforded the opportunity of presenting the evidence and argument thereon and may employ counsel or any other person for this purpose.
- 6.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 6.07 The Arbitration Board shall render its decision on the grievance within fifteen (15) days of the date on which the Board is fully constituted and the decision of the Board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.
- 6.08 The decision of the majority of the members of an Arbitration Board shall be the decision of the Board. The decision of an Arbitration Board shall be signed by the members of the Board making the majority report.
- 6.09 The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with the decisions of an Arbitration Board appointed in accordance with those provisions and do, or as the case may be, abstain from doing anything required by that decision.
- 6.10 Each party required by this Agreement to appoint an Arbitrator shall pay the remuneration and expenses of that Arbitrator or of the Arbitrator deemed to have been appointed by that party under Clause 6.04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the Arbitration Board.
- 6.11 An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an Arbitration Board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 6.12 An Arbitration Board may not alter, modify or amend any provision(s) of this Agreement but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 6.13 Subject to Article 23, in cases of dismissal and suspension, the burden of proof shall rest with the Employer and the employee shall have recourse to the Grievance Procedure.

- 6.14 Either party may, within seven (7) days after receipt of the report of the Arbitration Board, request the Board to reconvene for the purpose of clarifying its decision.
- 6.15 At any stage of the Grievance or Arbitration Procedures, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witness.
- 6.16 Employees who are called as witnesses and appear before an Arbitration Board established in accordance with this Article shall suffer no loss of pay or benefits for the time spent at the arbitration hearing, provided that the number of witnesses is kept to a reasonable limit.
- 6.17 Where a grievance is referred to arbitration in accordance with Clause 5.02, both parties may, by mutual consent, agree to have the dispute dealt with by a sole Arbitrator who is acceptable to both sides, instead of an Arbitration Board. In such a case, the provision(s) of this Article as they relate to an Arbitration Board or Chairperson of an Arbitration Board shall apply to the sole Arbitrator where the context so requires.
- 6.18 An employee who is discharged shall have the right to have the employee's grievance heard by a single Arbitrator at the Union's request. In exceptional circumstances, the Employer may request that an Arbitration Board be constituted in such cases. Grievances of this type shall be automatically submitted to arbitration unless otherwise mutually agreed.
- 6.19 Expedited Arbitration

Subject to agreement of both parties, the following expedited Arbitration Procedure shall be followed:

- (a) The single Arbitrator must be agreed to by both parties within seven (7) calendar days of the Committee's adjournment in Step 2 (Clause 5.02). The appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (b) In any dispute of interpretation, application, administration, or alleged violation of the terms of the Agreement, the parties agree to submit a written brief and present oral arguments to a single Arbitrator within twenty (20) calendar days of the adjournment of the Committee in Step 2 (Clause 5.02) of the Grievance Procedure.
- (c) The single Arbitrator may, for the purpose of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Both parties retain access to the complete arbitration process as described in Article 6 of the Collective Agreement where they do not wish to implement this expedited Arbitration Procedure.

Cost will be shared on a fifty/fifty (50/50) basis.

## **Article 7 Hours of Work (Work Day)**

- 7.01 Employees shall not be required to be present for any length of time in any day less than three (3) consecutive hours.
- 7.02 When an employee is required to work seven (7) hours or more per day, then the meal break shall not constitute a break in the consecutive hours.
- 7.03 A meal break of at least forty-five (45) minutes shall be granted to each employee after the employee works four (4) consecutive hours unless otherwise agreed between the employee and the Employer. This meal break shall not be considered part of the employee's working hours.
- 7.04 When an employee is required to work for seven (7) hours, the employee shall be permitted to have a least one (1) twenty (20) minute break or two (2) ten (10) minute breaks, at the discretion of the Employer.
- 7.05 Except by mutual agreement between the employee and the Employer, there shall be no break in the work day in excess of two (2) hours including the meal break.
- 7.06 When an employee is required to work at sea, in excess of seven (7) hours per day, the additional hours, to a maximum of twelve (12) hours per day, shall be paid at time and one half (1 ½) the regular rate of pay.

## **Article 8 Hours of Work (Work Week)**

- 8.01 It is mutually agreed that the principle of the work week cannot be interpreted literally as it is recognized that there are extra duties normally associated with the teaching profession that have to be done outside the regular working hours if each individual employee is to provide the highest quality educational program practicable for every student.

It is further agreed that because of the professional nature of the educational workplace, an employee may be granted permission by the Supervisor to be absent from the regular place of work for brief periods to attend to personal matters, provided such time is requested for non-assigned periods.

- \* 8.02 Employees shall be required to be in attendance at their assigned place of work to carry out their duties for thirty-five (35) hours between the hours of 8:00 a.m. and 10:00 p.m. each day Monday to Thursday and 8:00 a.m. to 5:00 p.m. Friday to Sunday. Any thirty-five (35) hour period assigned by the Employer during those hours shall be considered as five (5) work days.
- 8.03 Subject to Clause 8.02, with the exception of the scheduling of the Help Centre, the Employer may require an employee to work not more than eight (8) weekends, or part thereof, on an annual basis, as part of the regular work week, unless mutually agreed otherwise. An employee may be required to work no more than three (3) consecutive

weekends, unless mutually agreed otherwise. For the purposes of this Clause a weekend is defined as the period beginning at 00:01 a.m. on Saturday and ending at 11:59 p.m. on Sunday.

- 8.04 Subject to Clause 8.02, the Employer may require an employee to work not more than two (2) evenings per week as part of the regular work week, unless mutually agreed otherwise. For the purposes of this Clause an evening is defined as the period between 6:00 p.m. and 10:00 p.m. Monday to Thursday.
- 8.05 For the purposes of assigning work during evening and/or weekend periods as part of the regular work week, the Employer shall first determine the employees who are available for such assignment. Where more than one employee is available in an area of employment, the Employer shall offer the evening and/or weekend work opportunity to the available employees on the basis of seniority. If no employee avails of the evening and/or weekend work opportunity, the Employer shall assign the work to the least senior of the available employees.
- 8.06 Employees will be provided, in writing, with their work assignment schedule at least two (2) weeks in advance when evening and/or weekend assignments are involved except for the first two (2) weeks of each semester, i.e. the first two (2) weeks of September, January and April.
- 8.07 If an employee is called back to work after completing the employee's scheduled work for any day, the employee shall be entitled to a minimum of three (3) hours overtime.
- 8.08 Employees shall not be assigned work less than ten (10) hours after completing the previous day's work.
- 8.09 Work scheduled after 6:00 p.m. shall not be assigned in blocks of less than two (2) hours.
- 8.10 For the purpose of this Agreement, any approved leave with pay shall be considered as time worked unless otherwise specified.
- 8.11 Work assignments shall be scheduled at the discretion of the Fisheries and Marine Institute in accordance with Clause 8.02. The Manager shall schedule thirty (30) hours per week. The remaining five (5) hours will be scheduled at a time agreed upon by the employee and the Manager. These five hours must be scheduled in accordance with Clause 8.02.

## **Article 9 Overtime**

- 9.01 All overtime shall be authorized by the Employer and scheduled by the employee's Manager.
- 9.02 The employee's regular hourly rate shall be calculated by dividing the employee's annual salary as determined in Schedule "B" by 1820 (35 x 52).
- 9.03 Subject to Articles 3 and 13, when an employee is required to work in excess of the hours of work outlined in Article 8, the employee shall be paid one and one-half (1 ½) times the

employee's regular hourly rate calculated in accordance with Clause 9.02 for the hours of overtime.

- 9.04 Subject to the conditions of Clauses 7.01 and 9.06, when an employee is required to work on a statutory holiday or day of rest, the employee shall be paid one and one-half (1 ½) times the employee's regular hourly rate in addition to what the employee would have earned had the employee not worked.
- 9.05 Subject to the conditions of Clauses 7.01, 9.06, and 13.03, when an employee works on a vacation day, the employee shall be paid one and one-half (1 ½) times the employee's regular hourly rate in addition to what the employee would have earned had the employee not worked.
- 9.06 Where an Instructor agrees to perform overtime duties other than teaching duties, the rate of remuneration is to be negotiated between the Employer and the employee.
- 9.07 The Employer shall make every reasonable effort to make overtime pay available within thirty (30) days of the day(s) on which it was worked.
- 9.08 Upon the request of an employee, the Associate Vice-President may grant time off in lieu of compensation for any overtime work at a time to be mutually agreed between the Associate Vice-President and the employee, provided that such time off is taken within twelve (12) months of having earned the same. Such time will be granted at the applicable overtime rate. In the event that an employee cannot take the time off within the time frame outlined, then the employee shall be paid the overtime at the applicable rate when it was incurred.
- 9.09 Where a class or subject that an employee is teaching continues into the employee's vacation time, the Associate Vice-President, if so requested, will consider the feasibility of permitting the employee to continue teaching the class or subject on overtime in either a full or part-time capacity.
- 9.10 Subject to operational requirements of the Institute, the Associate Vice-President shall make every reasonable effort to offer overtime work in an area of employment on an equitable basis among readily available, qualified employees. Hours offered and refused shall count as hours worked for the purpose of equitable distribution.
- 9.11 Due to the self-directed nature of the work of those employed in the Scientist class, the provisions of Article 9 will not apply. The Employer agrees that it will never use the fact that Scientists do not receive overtime as a precedent or basis to argue for a reduction in, or elimination of overtime for others in the bargaining unit.

## **Article 10 Work Year**

- 10.01 The work year for employees shall be the academic year during which the employee shall be granted such vacation leave and any other leave, days of rest and statutory holidays as provided for elsewhere in this Agreement.



10.02 In accordance with Article 13, an employee earns vacation leave on the basis of the number of months of service completed each year. Where a permanent employee does not earn the full amount of vacation leave days the employee would have earned had the employee been employed during the full year, employees may be required to return to work upon the expiration of the employee's leave entitlement.

If the employee is not required to return to work upon the expiration of the employee's leave entitlement, the following options are available to employees other than Research and Technical Personnel.

- (a) The employee may elect to be placed on leave without pay upon the expiration of the employee's entitlement, until attendance is required. The selection of this option may result in the employee not accruing certain service related benefits, such as seniority and sick leave; or
- (b) The employee may be placed on leave with pay until the employee's attendance is required. The selection of this option will result in the employee earning additional vacation leave days, and the number of days of leave with pay awarded to the employee shall be adjusted accordingly. The following procedures shall apply to employees who select this option:
  - (i) The number of days of leave with pay awarded to the employee shall be recorded.
  - (ii) The employee may be required, within the following two (2) academic years, to work additional time in order to repay the number of days of leave with pay awarded.
  - (iii) Where the number of days of leave with pay awarded are not worked within the following two (2) academic years, the employee's obligation will be deemed to have been fulfilled.
  - (iv) Where the employee is dismissed or resigns from the service of the Employer within the following two (2) academic years and has not fulfilled the employee's obligation with respect to days of leave with pay awarded, the Employer reserves the right to recover any obligation outstanding at the time of termination.
  - (v) The Employer shall notify employees as far in advance as possible as to when additional time is to be worked, but in no event will the period of notice be less than fifteen (15) days.
  - (vi) An employee shall be deemed to have met the employee's obligation when the employee works the number of days for which the employee was paid or

if the obligation is to be recovered in money, then the rate of pay shall be the rate in effect at the time the leave with pay was granted.

- (c) The employee may elect to have the employee's expected earnings for the remainder of the academic year pro-rated so as to provide the employee with regular income over the period during which the employee's leave entitlement would have expired. The selection of this option will not result in an employee accruing less benefits than the employee would have accrued had the employee selected the option prescribed in Clause 10.02 (a) above.
- (d) Option selection must be made in writing to the Associate Vice-President prior to June 1st and the choice is irrevocable. Where no selection has been made by June 1st, then option (b) shall be considered selected.

## **Article 11 Salary**

- 11.01 (a) The annual salaries specified in Schedule B shall be paid in bi-weekly installments.
  - (b) The regular hourly rate shall be calculated by dividing the yearly rate specified in Schedule B by 1820.
  - (c) When an employee's pay is to be reduced and the period of reduction is for less than one (1) week, the employee's payment shall be reduced by an amount calculated by dividing the employee's annual salary by 1820 for each attendance hour lost during the period.
- 11.02 The salary scales set out in Schedule B will become effective from the date prescribed in the Schedule.
- 11.03 New employees shall receive their first pay no later than two (2) weeks after commencing employment. All employees shall be paid by direct deposit to the employee's designated account.
- 11.04 Pay
- (a) All employees shall be paid every two (2) weeks and each pay statement will outline the gross salary earned, overtime, the payment period, deductions made and date.
  - (b) If a pay date falls on a bank holiday, such as Regatta Day, pay statements will be issued on the previous day and deposits made on that day.
- 11.05 Services such as consultative, administrative or advisory services carried out by employees at the request of the Employer will be paid for at the rates prescribed by the applicable Clauses of this Collective Agreement.

## Article 12 Increments and Upgrading

- 12.01 (a) Increments will be awarded to an employee annually until the employee reaches the top of the salary scale unless withheld by the Employer for unsatisfactory service and in such case(s), there will be recourse to the Grievance and Arbitration Procedures referred to in Article 5 and Article 6. All increments will be effective on the first day of September.
- (b) Subject to 12.01 (f), when an employee commences employment during the academic year, the employee shall be eligible to receive an increment only if the employee has been employed on or before March 1st of the academic year.
- (c) An employee who qualifies for a higher classification or level during the academic year will be placed in the higher classification or level effective the first day of the month in which the requirements for the course or program have been successfully completed.

Employees are responsible to inform the Employer of their having obtained such higher qualification(s) within ninety (90) days of having obtained it. If an employee fails to inform the Employer within this time limit, the employee will receive the higher classification or level effective the first day of the month in which the employee notifies the Employer.

- (d) Subject to Clause 12.01 (e), on reclassification of an employee to a higher classification, the employee's rate of pay shall be established at the same step on the new range except in a case where the same step would not give the employee an increase in salary of at least five percent (5%) in which case the employee shall be placed at a step which does exceed the employee's existing rate by at least five percent (5%) and does not exceed the existing salary scale.
- (e) Clause 12.01 (d) will only be applicable provided the employee has completed a minimum of one (1) year of related post-secondary courses or equivalent since the employee's last upgrading to a level within a class. Where the employee has not completed the required full year, the employee shall be established at a step in the new classification without loss of pay.
- (f) For those employees who work less than full-time hours, a one (1) step increment will be awarded to part-time and temporary employees, subject to the maximum step of the applicable salary scale on September 1 of an academic year provided the employee meets the following criteria:
- (i) the employee was employed on or before March 1 of the preceding academic year;
  - (ii) the employee worked the equivalent of a minimum of one hundred and thirty (130) work days, exclusive of overtime, between September 1 and August 31 of the preceding academic year.

If the employee does not meet the requirement of (f) (ii), the employee will be awarded an increment on September 1 following the accumulation of the minimum one hundred and thirty (130) work days, exclusive of overtime, referenced in (f) (ii).

The accumulation of work days toward the employee's next increment will commence after the September 1 on which a current increment is awarded.

- 12.02 Notwithstanding Clause 37.03(c), on promotion of an employee to a Demonstrator or instructor position, the employee will be paid in accordance with the Classification Plan. The employee shall be credited with one (1) additional step on the salary scale for each year of experience as Demonstrator or Research and Technical Personnel except where such years of experience are required to qualify the employee for entry into that classification.

### **Article 13 Vacation**

- 13.01 As agreed in Clause 8.01, there are extra duties normally associated with the teaching profession which have to be done outside the regular attendance time for which there will be no entitlement to obtain overtime payment. For this reason, an extended vacation period as described in Clause 13.02 (a) has been granted. However, where a change in educational technology requires a major curriculum revision, the provisions of Article 9 will apply.
- 13.02 (a) Each employee earns vacation leave at the rates prescribed in Schedule "C". For employees other than Research and Technical Personnel and Research Scientists at least thirty-five (35) days of earned vacation shall be granted in block unless otherwise agreed by the employee. Where possible, vacation leave will be granted between the dates of June 1st and August 30th. The thirty-five (35) day block of vacation leave will be scheduled eight (8) weeks in advance.
- (b) The Employer may require the employee to be in attendance on vacation days in excess of the thirty-five (35) day block referred to in Clause 13.02 (a).
- (c) Vacation leave earned in excess of the thirty-five (35) day block may be scheduled throughout the academic year. However, these days will not be granted for periods of less than five (5) days, unless agreed otherwise between the employee and the Supervisor or as otherwise stipulated in this Agreement. At least fifteen (15) days' notice will be given of the scheduling of these days and where possible, four (4) weeks' notice will be given of the scheduling of these days.
- 13.03 When an employee, at the request of or with the agreement of the employee's Supervisor, works during all or part of the employee's annual leave, the employee shall be entitled to carry over any unused annual leave into the next academic year, but such leave shall not be carried over beyond one (1) year. With the prior written approval of the employee's Supervisor, an employee may redeem this unused leave, up to a maximum of fifty percent (50%) of the employee's annual entitlement as stipulated in Schedule "C" for its monetary value.

13.04 Subject to Clause 13.05 an employee who has entered upon annual leave may not change the status of the employee's leave to any other type of leave until the employee has used all employee's current annual leave (exclusive of leave carried forward from previous years).

13.05 (a) An employee who becomes ill while on annual leave may change the status of the employee's leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate(s) acceptable to the Employer, signed by a qualified medical practitioner:

- (i) by the date the employee's approved annual leave period expires; or
- (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Employer may require.

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

- (b) In the case of an employee who is admitted to hospital while on annual leave, the employee may change the status of the employee's leave to sick leave with effect from the date the employee was admitted to hospital.
- (c) The period of vacation so displaced in Clause 13.05 (a) and (b) shall be re-instated for use at a later date to be mutually agreed.

13.06 An employee shall be eligible to accumulate vacation credit(s) while on sick leave. In case of extended illness immediately prior to retirement maximum payment shall be two (2) years accrual.

13.07 When employees complete professional development courses and/or training, to meet operational requirements the employee shall not be required to utilize annual leave.

13.08 The provisions of Clauses 13:01 and 13:02 shall not apply to employees in the Scientist class. Instead, employees employed in the Scientist class shall accrue annual leave at the rate of twenty-four (24) days per annum.

**Article 14 Holidays**

14.01 The following shall be designated paid holidays:

- (a) New Year's Day
- (b) Mid-March (St. Patrick's Day)
- (c) Good Friday
- (d) Easter Monday

- (e) Victoria (Commonwealth) Day
- (f) Discovery Day
- (g) Memorial Day
- (h) Mid-July (Orangeman's Day)
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance (Armistice) Day
- (l) Christmas Day
- (m) Boxing Day
- (n) One (1) additional day in each year recognized to be a civic holiday.

- (i) All statutory holidays, normally fourteen (14) days, will be in addition to annual leave.
- (ii) Employees will not normally be required to be in attendance on Saturdays and Sundays and these days shall not be considered annual leave.
- (iii) When a calendar day designated as a statutory holiday coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of this holiday.

14.02 Subject to the Letter of Understanding on Research and Technical Personnel's Christmas Break, employees will not be required to be in attendance from December 25th in one year to January 1st of the next year, both dates inclusive. This time shall be considered annual leave unless agreement to the contrary is reached in the College of the North Atlantic Faculty Collective Agreement.

14.03 When a calendar day designated as a holiday under this Article coincides with an employee's day of rest and the employee is required to work on that day, the employee shall receive two (2) hours pay for each hour worked on that day. In addition, the employee shall receive one (1) hour off with pay for each hour worked at a time to be mutually agreed between the employee and the Associate Vice-President.

**\* Article 15 Education Leave/Education Assistance**

15.01 An employee who has been employed for a minimum of two (2) years and desires up to one (1) year's leave without pay in order to upgrade the employee's qualifications and experience, shall be granted such leave, and subject to Article 48, the employee's position shall be guaranteed upon the employee's return provided that the employee gives notification to the Employer, in writing, of the employee's intentions at least six (6) months prior to the date when the leave is to commence and further provided that an acceptable substitute arrangement can be made.

15.02 (a) Subject to the other provisions of this Clause 15.02, an employee who has been employed for five (5) or more years and desires up to one (1) year's education leave may be granted education leave with partial pay, subject to Article 48, and the

employee's position shall be guaranteed upon the employee's return provided the employee makes application at least six (6) months prior to the date when the leave is to commence, and further provided an acceptable substitute arrangement can be made.

- (b) Subject to the other provisions of this Clause 15.02, an employee who has been employed for five (5) or more years since the employee's last paid leave under this Article 15 and desires up to one (1) year's education leave, in addition to that provided in Clause 15.02 (a), may be granted education leave with partial pay. Subject to Article 48, the employee's position shall be guaranteed upon the employee's return provided the employee makes application at least six (6) months prior to the date when the leave is to commence, and further provided an acceptable substitute arrangement can be made.
- (c) An Education Leave Advisory Committee shall be established composed of two (2) Employer representatives and two (2) Union representatives, whose function will be to consider any applications for education leave made in accordance with Clause 15.02 (a) and (b), and determine which application(s) will be forwarded to the Associate Vice-President for final consideration and decision. Subject to the application complying with the time limit specified in Clauses 15.02 (a) and (b), the Employer will notify the applicant of the decision regarding the employee's application, no later than three (3) months prior to the expected commencement date of the employee's leave.
- (d) Subject to Clause 15.02 (e), an employee who is approved for education leave by the Associate Vice-President under this Clause shall be guaranteed Seventy-five percent (75%) of the employee's regular salary while on such leave.
- (e) An employee who is approved for Education Leave under this Clause shall be obligated to return to the Employer for at least twice the period of time spent on such leave. Failure to abide by this provision will result in forfeiture of seniority rights, unless the employee's employment is terminated by the Employer or unless this requirement is waived by the Employer because of justifiable reason given by the employee. Waiver of requirements under this Clause shall not be unreasonably denied.
- (f) The criteria for employees being considered for education leave shall be any one of the following, with priority being given to employees who meet more than one criterion:
  - (i) the leave will benefit the Employer in offering approved programs;
  - or
  - (ii) the leave will improve the qualifications and ability of the employee to work within the employee's area of employment;

or

- (iii) the leave will expand the areas of competence thereby developing versatility of professional capacity as required by the Employer.
  - (g) An employee whose application was forwarded to the Associate Vice-President for consideration and whose application was denied may, if the employee wishes, request in writing the reasons for the decision of the Associate Vice-President, who shall provide same.
  - (h) An employee who is on education leave under Clause 15.02 shall be entitled to group insurance coverage provided the employee continues to pay the employee's portion of the premiums.
  - (i) The notice period in (a) and (b) above may be altered where the parties mutually agree.
- 15.03 (a) Employees who discontinue their approved education leave without just cause shall be placed on leave without pay and shall be permitted to return to work at the discretion of the Employer, but in any event, no later than at the end of their approved period of education leave.
- (b) Employees who discontinue their approved education leave for just cause will be allowed to return to their former position upon giving three (3) weeks notice to do so to their Employer.
- 15.04 For the purpose of Article 15, an employee who commences employment before June 1st shall be considered to have one (1) year of service for that year.
- 15.05 Any employee returning from leave of absence granted under this Article shall be entitled to occupy the same or similar position as that person occupied on the day the leave of absence began unless the employee and the Employer mutually agree otherwise.

## **Article 16 Industrial Employment Leave/General Leave**

- 16.01 The Employer recognizes the value of relevant industrial experience in helping employees maintain currency in the knowledge and expertise appropriate to their disciplines and will, whenever possible, make every reasonable effort to accommodate requests for leave without pay for the purpose of short-term employment in industry.
- 16.02 Employees may be granted up to one (1) year's Industrial Employment Leave to return to work in the employee's trade or occupation upon application to the Associate Vice-President at least six (6) months prior to the date when the leave is to commence and further provided that an acceptable substitute arrangement can be made.



- 16.03 The Employer will notify the applicant of the Associate Vice-President's decision regarding the employee's application, no later than three (3) months prior to the expected commencement date of the employee's leave.
- 16.04 An employee who is approved for Industrial Employment leave may, upon application to the Employer, be entitled to receive up to sixty six and two thirds percent (66 2/3%) of the employee's regular salary for the first three months of approved leave and fifty percent (50%) of the employee's regular salary for the remaining period of approved leave.
- 16.05 An employee whose application was denied may, if the employee wishes, request in writing the reasons for the decision of the Associate Vice-President, who shall provide same.
- 16.06 The notice period in 16.02 and 16.03 may be altered where the parties mutually agree.
- 16.07 An employee who is approved for Industrial Employment Leave under this Article shall be obligated to return to the Employer for at least twice the period of time spent on such leave or to reimburse the Employer for monies granted. If the employee returns to the Employer for a period of time less than twice the period of the leave, the reimbursement shall be prorated accordingly.
- 16.08 Employees who discontinue their approved Industrial Employment Leave without just cause shall be placed on leave without pay and shall be permitted to return to work at the discretion of the Employer, but in any event, no later than at the end of their approved period of Industrial Employment Leave.
- 16.09 An employee returning from leave of absence granted under this Article shall be entitled to occupy the same or similar position as that person occupied on the day the leave of absence began unless the employee and the Employer mutually agree otherwise.
- 16.10 An employee who is on Industrial Employment Leave under this Article shall be entitled to group insurance coverage provided the employee continues to pay the employee's share of the premiums.
- 16.11 Annual leave shall accrue at a prorated amount based on the percentage of salary earned during periods of Industrial Employment Leave.
- 16.12 An employee on leave without pay which is authorized by the Employer, shall not suffer any loss of benefits which had accrued prior to the commencement of the authorized leave.

## **Article 17 Sick Leave**

- 17.01 (a) The number of days of sick leave with full pay which may be awarded to employees, other than part-time employees, at any time shall not exceed the figure obtained by multiplying their total months of service by two (2) and subtracting from that the number of working days of sick leave previously awarded to them provided that the maximum number of days of sick leave with full pay which may be awarded to an

employee during any period of two hundred and forty (240) months of service shall not exceed four hundred and eighty (480) days in the aggregate.

- (b) (i) An employee who has had employment with a Provincial Government Department and who has within thirty (30) consecutive calendar days become employed with the Employer shall be permitted to transfer any unused sick leave that the employee may have to the employee's credit.
- (ii) An employee who has had employment with a School Board within the Province and who has within ninety (90) consecutive calendar days become employed with the Employer shall be permitted to transfer any unused sick leave that the employee may have to the employee's credit.

17.02 For the purpose of Clause 17.01, an employee who receives full salary or wages in respect of not less than one-half (1/2) of the days in the first or last calendar month of the employee's service, computed in full days, shall in each case, be deemed to have had a month of service.

17.03 An employee may anticipate sick leave to the end of the period of the employee's authorized employment or to the end of the year concerned, whichever is the shorter period.

17.04 Subject to Clause 17.05, when an employee has reached the maximum of the sick leave, which may be awarded the employee in accordance with this Article, the employee shall if still unfit to return to duty, proceed on annual leave (including current and accumulated leave) if eligible to receive such leave, or on special leave without pay at the employee's option.

17.05 Where, in the opinion of the Associate Vice-President, it is unlikely that an employee will be able to return to duty after the expiration of the employee's accumulated sick leave, the employee may be required by the Associate Vice-President to undergo a medical examination. If it appears from such examination that in the opinion of a medical doctor appointed by the Employer, it is unlikely that the employee will be able to return to duty, then the employee may be retired effective when the employee's accumulated sick leave has expired or at retirement age, whichever occurs first, and paid such pension award as the employee may be entitled to receive and the employee shall receive notice in accordance with Article 26.

17.06 (a) Sick leave with full pay for periods in excess of three (3) consecutive days or six (6) days in the aggregate in any year shall not be awarded to an employee unless the employee has submitted in respect thereof a medical certificate satisfactory to the Associate Vice-President.

If the information presented in the medical certificate is not complete, the Associate Vice-President may request that the employee provide additional information from the employee's medical doctor. In no case will the Employer contact the employee's doctor without the consent of the employee.

- (b) The Union and the Employer agree that sick leave is a benefit provided for the protection of employees and as a benefit, sick leave should not be abused. Therefore, the Employer has the right to discipline employees for abuse of sick leave and employees shall have recourse to the Grievance and Arbitration Procedures as prescribed in accordance with Articles 5 and 6.
- 17.07 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for sick leave purposes and the employee's record of service shall be noted accordingly.
- 17.08 Sick leave shall not be granted to an employee who is on maternity leave, or any other type of leave without pay.
- 17.09 Where an employee has a break in service in excess of thirty (30) consecutive calendar days not caused by layoff, the employee's service for the purpose of this Article shall be deemed to commence from the date of the employee's re-employment.
- 17.10 In September, the Employer shall notify in writing each employee of the amount of sick leave accrued to the employee's credit up to and including the previous 31st of August.
- 17.11 (a) Where, subject to Clause 17.11 (b), the Employer declares the Institute to be closed, employees on sick leave prior to such declaration shall not have credits deducted for the duration of the closure.
- (b) Where the Institute is closed due to an emergency during a working day, employees who commenced sick leave on that day shall remain on sick leave for the remainder of that day, but shall not have sick leave credits deducted for subsequent days during the period of closure.
- 17.12 In cases of termination and calculation for the sick leave, where an employee works a fraction of the work week, the number of days worked will be calculated by dividing the number of hours worked by seven (7) and rounding off to the nearest whole number.
- 17.13 When an employee has used available sick leave and is not in receipt of Long Term Disability (LTD), the employee may elect, if the employee is still unfit to return to duty, to proceed on annual leave if eligible to receive such leave and if not, on leave without pay to a maximum of twenty-six (26) months unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the University.

## **Article 18 Maternity Leave/Adoption Leave/Parental Leave**

- 18.01 (a) The commencement and termination dates of an employee's maternity/ adoption/ parental leave shall be a matter of negotiation between the employee and the Associate Vice-President. The commencement date shall be determined as soon as possible after the employee is aware of her pregnancy. The employee's request will

not be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks maternity/adoption/parental leave under this Clause.

- (b) The Associate Vice-President reserves the right to require an employee to commence maternity leave prior to the time agreed in (a) above if the state of the employee's health becomes incompatible with the requirements of the employee's job and she has exhausted her sick leave entitlement.
- (c)
  - (i) The employee shall resume the employee's former position and salary upon return from maternity leave with no loss of accrued benefits.
  - (ii) The employee while on maternity/adoption/parental leave shall continue to accumulate annual leave, sick leave and service for seniority purposes
- (d) The employee may return to duty after two (2) weeks' notice of the employee's intention to do so on production of a satisfactory certificate of fitness from the employee's physician.
- (e) Periods of maternity/adoption/parental leave up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of severance pay and the awarding of increments.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy during any time prior to the scheduled beginning of the employee's maternity leave or the birth of the child, whichever occurs earlier.

## **Article 19 Bereavement Leave**

19.01 Subject to Clause 19.02, an employee shall be entitled to leave with pay as follows:

- (a) three (3) days in case of death of the employee's mother, father, brother, sister, child, spouse, grandmother, grandfather, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, common law spouse or near relative living in the same household.
- (b) one (1) day in the case of death of the employee's aunt, uncle, brother-in-law, sister-in-law.

For the purpose of this Article, a "common law spouse" relationship is said to exist when, for a continuous period of a least one (1) year, an employee has lived with a person, publicly represented that person to be the employee's spouse and lives and intends to continue to live with that person as if that person were the employee's spouse.

19.02 If the death of a relative referred to in Clause 19.01 occurs outside a two hundred (200) kilometre radius, the employee may be granted one additional day of leave in addition to the time offered in clause 19.01 (a) and (b) for the purpose of attending the funeral.

19.03 Subject to the approval of the Associate Vice-President, special bereavement leave, not exceeding three (3) days may be granted in special circumstances for the reasons other than those referred to in Clauses 19.01 and 19.02.

19.04 In the event that there are exceptional or extenuating circumstances involved in the situation described in this Article, and subject to the approval of the Associate Vice-President, bereavement leave may be extended.

## **Article 20 Special Leave**

### 20.01 Compassionate Leave

(a) An employee who can satisfy the Associate Vice-President that a personal matter requires time off and that it is not appropriate to grant any other type of leave or to re-arrange the teaching schedule, may be permitted to take up to four (4) days per year with pay provided that a substitute arrangement can be made. In exceptional circumstances, the period of leave may be extended with the permission of the Associate Vice-President.

(b) The same provisions as per (a) above shall apply for leave without pay.

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

(i) An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.

(ii) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.

(iii) Employees on leave under this clause who are part of the Group Insurance Plan, may be permitted to continue to pay premiums on a one hundred percent (100%) basis.

(iv) Periods of leave under this clause shall count for severance pay, seniority, annual leave, sick leave and awarding of increments.

20.02 An employee may be granted three (3) days in any one (1) year for the purpose of attending workshops, training seminars or professional Association meetings which are directly related to the duties of the employee.

- 20.03 Employees will be granted leave up to a maximum of three (3) days in an academic year in order to participate in cultural, fraternal, organized sports, military training or community events, that are scheduled during the work week and require the absence of the employee from the employee's place of work, provided that the following conditions are met:
- (a) notice of such leave should be given to the Associate Vice-President as far in advance as possible, but the period of notice will not be less than twenty (20) calendar days, except where the Associate Vice-President agrees to reduce this period;
  - (b) no additional cost shall be incurred by the Employer as a result of the granting of such leave;
  - (c) duties performed by the employee must be satisfactorily maintained in the employee's absence. Therefore, the employee shall make alternate arrangements suitable to the Associate Vice-President.
- 20.04 An employee who has been employed for three (3) or more years and desires up to one (1) year's leave without pay may be granted such leave, provided the reasons for the leave are acceptable to the Employer. Subject to Article 48 the employee will be guaranteed the employee's position upon the employee's return provided that the employee makes written request to the Employer, in writing, of the employee's intentions at least four (4) months prior to the date when the leave is to commence, and further provided that an acceptable substitute arrangement can be made.

## **Article 21 Workers' Compensation**

- 21.01 (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act.
- \* (b) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall report the matter to the employee's Supervisor and submit an account of the accident using the prescribed form immediately and prior to leaving the workplace, except in circumstances beyond the employee's control. An employee's claim will not be delayed where the prescribed form is not immediately provided to the employee through the Supervisor
  - \* (c) An employee who is unable to perform the employee's duties because of a personal injury received in the performance of the employee's duties shall be immediately placed on Injury on Duty Leave and receive compensation in accordance with the provisions of the Workplace Health, Safety and Compensation Act. If the claim is subsequently denied by WorkplaceNL, the employee may access other available benefits including sick leave and annual leave.
- 21.02 (a) In the event that the employee dies as a result of an injury received in the performance of the employee's duties, the employee's estate shall receive all death

benefits owing to the employee in accordance with the provisions of the Workplace Health, Safety and Compensation Act in addition to any benefits the employee would be eligible for under the Memorial University Pensions Act.

- (b) In the event that an employee becomes permanently disabled or incurs a recurring disability as a result of an injury received during the performance of the employee's duties the employee will receive benefits in accordance with the provision of the Workplace Health, Safety and Compensation Act.

21.03 (a) When an employee is confirmed as being unable to perform the regular duties of the employee's classification as a result of injury on duty, the Employer, in cooperation with the Union, will accommodate the employee in other work the employee can do, provided a suitable vacancy is available and provided that the employee is qualified and able to perform the duties required. Where a suitable vacancy is available the rate for the new position shall apply.

- (b) Where a suitable vacancy is not available, the incapacitated employee retains the right to displace a less senior employee in another classification who occupies a position which the incapacitated employee is qualified and able to fill. Where an incapacitated employee advises the Employer in writing of the employee's intention to exercise the right to displace a less senior employee, the incapacitated employee will be deemed to have been given notice of lay-off effective from the date the employee was confirmed as being unable to perform the regular duties of the employee's classification. Accordingly, the right to displace a less senior employee in another classification shall be exercised as per the provisions of Article 48 - Layoff and Recall.

21.04 In the event that an employee is placed on leave under the provisions of this Article, the employee will not accrue seniority during any period when the employee would normally be laid off.

- \* 21.05 The Employer determines whether its employees will be covered directly by WorkplaceNL or indirectly through a "self-insured" arrangement. Benefits under either arrangement are to be in accordance with the provisions of the Workplace Health, Safety and Compensation Act.

## **Article 22 Time Off For Union Business**

22.01 With the approval of the Associate Vice-President and provided acceptable substitute arrangements can be made, leave with pay shall be awarded to a maximum of six (6) employees who are members of the Negotiating Committee while the employees are attending actual negotiating sessions. The Union shall notify the Associate Vice-President of the employees affected prior to the commencement of negotiations and employees shall, in all instances, give prior notice of absence from work to their immediate Supervisors and such notice shall be given as far in advance as possible.

22.02 With the approval of the Associate Vice-President and provided that an acceptable substitute arrangement can be made, special leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of the Union and who is required to attend Conventions of the Union within the Province, leave with pay not exceeding three (3) days in one (1) academic year.
- (b) In the case of an employee who is a member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any academic year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any academic year.
- (d) In the case of employees who are members of the Provincial Board of Directors of the Union or delegated representatives who may wish to attend meetings of a National Organization with which the Union is affiliated, leave with pay at the rate of five (5) days per academic year. Where less than five (5) days are used in an academic year, days not used may be carried forward to the following academic year, to a maximum carryover of five (5) days.
- (e) In the case of meetings of the Newfoundland and Labrador Federation of Labour, a maximum of one (1) member of the Provincial Board of Directors of the Union and a delegate's representative shall each be granted leave with pay not to exceed three (3) days in any one (1) academic year.
- (f) The Associate Vice-President shall receive notice in writing at least two (2) weeks in advance of when any leave under this Article is requested to commence, except in the case of emergency meetings.
- (g) The Union shall inform the Employer of the names of the members of the Bargaining Unit who are members of the Provincial Board of Directors or Provincial Executive.

22.03 Leave without pay, up to six (6) months, may be awarded to an employee to attend to business of the Union other than that which is referred to in Clause 22.01 provided an acceptable substitute arrangement can be made.

22.04 The Employer shall permit Executive Members of the Union to consult with and/or to interview employees during the day and such meetings shall not interfere with the duties of the employee(s) concerned.

22.05 Provided that suitable substitute arrangements can be made, and upon written request, the Employer shall grant special leave without pay for a period of up to one (1) year to an employee who has been selected for a full time position with the Union. Upon request, this period of leave will be extended for up to one (1) year at a time provided a suitable substitute employee can be found.



22.06 Employees on leave of the type referred to in Clause 22.03 and Clause 22.05 shall continue to accumulate service for seniority purposes.

### **Article 23 Probation**

- \* 23.01 (a) Subject to Clause 23.01 (b) and (c) and Article 35, on first being appointed, a permanent employee shall be on probation for a period of two (2) years following the employee's date of employment. For temporary, contractual and non-instructional staff the two (2) year period shall be a total of two (2) accumulated years (520 days) of service;
  - (b) Employees who have completed the Teacher Training Program as prescribed by the Minister of Education at the time of appointment shall be on probation for a period of one (1) year following their date of employment.
  - \* (c) An employee being re-employed and who has already served a probationary period, shall not be required to serve a further probationary period provided the employee has not been out of the employ of the Employer for a period in excess of thirteen (13) months and provided that the employee is re-employed in an area of instruction which is similar to that in which the employee was previously employed. An employee who is re-employed in an area of instruction which is not similar to that in which the employee was previously employed shall be required to serve a twelve (12) month probationary period.
- 23.02 Probationary employees shall have their performance assessed by the Employer and the assessment report made known to the employee and placed on the employee's personal file. If the employee disagrees with the assessment report, the employee shall notify the Associate Vice-President or the Associate Vice-President's designate who shall review the assessment report and appoint some other person to carry out a further assessment.
- 23.03 Except in cases of dismissal due to unsuitability or incompetence, probationary employees shall have access to the Grievance and Arbitration Procedures as prescribed in Articles 5 and 6. The assessment of a probationary employee to determine if dismissal due to unsuitability or incompetence is necessary, shall be made by the Employer.
- 23.04 In cases of alleged discrimination, a probationary employee will have recourse to the Grievance and Arbitration Procedures as set out in Articles 5 and 6.
- 23.05 Upon completion of the probationary period, as prescribed in accordance with Clause 23.01, an employee shall be deemed to be a permanent employee, unless notified otherwise.

## Article 24 Workload

24.01 An employee's workload shall be outlined in writing at the beginning of an appropriate time block and shall be determined by the employee and the employee's Supervisor working together to consider each of the following factors:

- (a) class size;
- (b) nature of courses;
- (c) number of different courses;
- (d) marking;
- (e) office hours;
- (f) committee involvement;
- (g) variation in class size during a term;
- (h) administrative responsibilities and/or other non-instructional professional duties;
- (i) variation and/or changes in curriculum;
- (j) nature of student intake;
- (k) number of other worksites at which the employee is required to teach;
- (l) curriculum development;
- (m) professional development (required and assigned by Employer);
- \* (n) research and development and technology transfer;
- (o) program chairs;
- (p) responsibility for preparation and maintenance of laboratory supplies and equipment,
- (q) help centre.

24.02 When an employee and the employee's Supervisor determine that agreement cannot be reached on the workload, the employee may refer the matter, in writing, to a Workload Review Committee within five (5) days of the dispute. When there is a dispute, the Associate Vice-President will assign the workload until the matter is resolved. The Committee will consist of two (2) employees appointed by the Union and two (2) members appointed by the Associate Vice-President. (Should one of the Committee members be involved in the issue, an alternate will be appointed.)

24.03 The Workload Review Committee shall meet within five (5) days of the referral and within three (3) days of the initial meeting, the Workload Review Committee shall advise both the Associate Vice-President and the employee, in writing, of the decision of the Committee. A

majority decision shall be binding. Where the Committee is unable to resolve the matter, the employee may submit the matter to grievance at Step 3 of the Grievance Procedure.

24.04 When an Instructor is required to work in excess of the norm for that job for a sustained period of time, the employee shall be entitled to compensation for the time worked over the norm. For the purpose of this Clause, a sustained period of time shall be any period in excess of ten (10) days.

\* 24.05 Timetables for instructors shall be posted electronically. Workload letters for instructors shall be available for viewing from Program Coordinators.

### **Article 25 Occupational Health and Safety**

25.01 An Occupational Health and Safety Committee shall be established as required and governed by the Occupational Health and Safety Act and Regulations.

### **Article 26 Terminations**

26.01 The Employer may at any time without notice dismiss an employee for just cause.

26.02 Subject to Clause 26.01, if an employee is to be terminated, the employee shall be notified as far in advance as is possible. In no case, however, shall the period of notice be less than ninety (90) calendar days. If the minimum notice is not given, the employee shall be paid for the number of days by which the period of notice is reduced.

26.03 (a) Subject to Clause 26.01, two (2) weeks notice in writing shall be given to temporary employees employed for periods of less than one (1) year who are members of the bargaining unit whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of work days by which the period of notice was reduced.

(b) Subject to Clause 26.01, four (4) weeks notice in writing shall be given to temporary employees employed for periods of one (1) year or more than one year who are members of the bargaining unit whose services are to be terminated. If such notice is not given, the employee shall be paid for the number of work days by which the period of notice was reduced.

26.04 (a) Permanent and probationary employees shall give the Employer ninety (90) calendar day's notice, in writing, of intention to terminate employment. In addition, when they wish to resign effective at the end of the current academic year, they shall, if possible, notify the Employer in writing no later than April 30th.

(b) Temporary employees shall give the Employer two (2) weeks' notice, in writing, of their intention to terminate employment.

- 26.05 (a) Subject to Clause 26.07, vacation leave days shall not be included as part of an employee's notice, except when the period of notice is concurrent with a period during which the Employer had not scheduled the employee to work and further provided the employee is notified of the employee's schedule at least six (6) weeks prior to the date of the beginning of the notice.
- (b) Subject to Clause 26.04, where an employee has vacation days earned and not used at the date of termination of the employee's service, the employee shall receive pay at the regular daily rate calculated in accordance with Article 11 for each earned but unused day, provided however, that any indebtedness to the Employer may be deducted from such pay.
- 26.06 The time limits as set out in Clause 26.02, 26.03, 26.04 and 26.05 may be reduced by mutual agreement between the Employer and the employee.
- \* 26.07 Permanent employees whose positions are declared redundant and who are unable to bump, in accordance with Article 48.06, or to be placed in other employment, and permanent employees who are displaced as a result of bumping, and who are unable to bump or to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment as per Schedule "F" - "Number of Weeks of Notice." Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based upon the length of time they have been out of the employment from the Employer. The amount repaid will be based upon the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

## **Article 27 Seniority**

- 27.01 For the purpose of this Agreement, seniority shall be the number of days of service (rounded to the nearest half day) an employee has been employed with the Employer plus days of educational leave granted in accordance with Article 15, Industrial leave in accordance with Article 16, Maternity, Adoption, or Parental leave granted in accordance with Article 18 and Union leave granted in accordance with Article 22.
- 27.02 (a) A seniority list shall be posted in each worksite on or before October 30th listing the seniority which has been accumulated as of August 31st in the same year. A copy of this list will be sent to the NAPE Provincial Office. The list shall be organized in order of school or unit.
- (b) Each employee shall have the right to protest the seniority credited to the employee within thirty (30) days of the posting of the list. Should an employee consider that the seniority credited to the employee is incorrect, then the employee must provide

satisfactory proof of the error. Where satisfactory proof of an error is provided, the error will be corrected in respect to seniority accumulated during any previous year.

- (c) The Employer shall maintain in each worksite a current seniority list showing all laid off permanent employees of the Employer.
- (d) The Employer shall maintain in each worksite a current seniority list showing all part-time/temporary employees.

27.03 The following conditions shall result in loss of seniority for an employee:

- (a) the employee resigns in writing and is not re-employed within thirty (30) days;
- (b) the employee is dismissed and is not reinstated;
- (c) the employee has been laid off as a temporary or contractual employee in excess of thirteen (13) consecutive months;
- (d) the employee has been laid off as a permanent employee in excess of twenty-five (25) months;
- (e) fails to return to work upon expiration of leave of absence except for just cause;
- (f) The employee is a temporary recall employee and has not worked for a period of time in excess of thirteen (13) consecutive months;

- \* (g) A temporary employee who has received notice of lay off must provide the Employer, in writing, a schedule of their availability for recall at the beginning of each four (4) month period from the date of layoff for the period of recall. The parties agree that the employee will not be contacted for periods for which they have indicated their unavailability. A temporary employee who advises the Employer of their availability to be recalled and subsequently refuses recall will not be contacted for future work in that four (4) month period.

27.04 Employees under notice of layoff may seek employment elsewhere and if successful, resign in writing and maintain the employee's seniority for a period in accordance with Clause 27.03 (c) and (d) as if they had been laid off.

- \* 27.05 Employees shall have the right to refuse temporary assignment into positions outside the bargaining unit. In the event an employee accepts such assignment or applies for and is appointed to an excluded position with the Employer, the employee shall forfeit the employee's seniority if the period outside the bargaining unit is greater than one (1) year.

## Article 28 Discipline

- 28.01 (a) Subject to Clause 23.03, an employee may be reprimanded, suspended or dismissed, but only for just cause.
- (b) An employee who is reprimanded, suspended or dismissed shall receive written reasons for such discipline within five (5) days of the discipline. If such procedure is not followed, then the Employer's action shall be considered null and void.
- (c) Where an employee is required to attend a meeting scheduled with Employer representative(s) dealing with warnings, adverse reports, reprimands, suspension or dismissal, the employee shall be advised by the Employer that he/she has a right to be accompanied by a Union representative.
- 28.02 Subject to clause 23.03, all dismissals, suspensions and other disciplinary action shall be subject to the formal grievance procedure as outlined in Article 5 and Article 6.
- 28.03 The parties recognize that action of an employee may result in disciplinary action or criminal action or both. The parties further recognize that a criminal charge or conviction is not in and of itself grounds for discipline or dismissal. Any disciplinary action which follows from the events that give rise to the charge or conviction shall be subject to all the protections of this Collective Agreement.
- If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from his/her place of employment, it shall be with pay.
- 28.04 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 benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such an appearance. In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave without pay. The employee shall have the option of taking annual vacation to which the employee is entitled in lieu of all or part of the leave without pay.
- 28.05 If an employee is incarcerated following conviction, and the Employer does not elect to discipline the employee, the employee shall be granted leave of absence without pay for a maximum period of two (2) years. The employee shall have the option of taking annual leave to which the employee is entitled in lieu of all or part of the leave without pay.
- 28.06 As far as circumstances allow an employee who has been charged or convicted shall continue to pursue the employee's normal duties.
- 28.07 The Employer shall encourage and participate in a professionally recognized and managed rehabilitation program for an employee who has been convicted. Participation shall include permitting the employee to return to employment, adjusting course scheduling or workload to

permit rehabilitation and other related accommodations. Participation shall not include direct financial support for a rehabilitation program.

\* **Article 29 Personnel Files**

- \* 29.01 (a) A copy of any document placed on an employee's personnel file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy. All documents placed on an employee's personnel file and any additional correspondence of a personal nature pertaining to that employee that may possibly be used at any time for the purposes of either evaluation, promotion, assignment, or discipline shall be supplied concurrently to the employee who shall acknowledge having received such document(s) by signing the file copy(s).
  - (b) Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file, provided that there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- \* 29.02 The personnel file of an employee shall be maintained under proper security at all times. An employee shall, at any reasonable time, be allowed to inspect the employee's own personal file and may be accompanied by a representative of the Union if the employee so desires.

**Article 30 Protective Clothing and Personal Loss**

- 30.01 Where an employee is required to wear protective clothing or other devices in accordance with Occupational Health and Safety Regulations, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.
- 30.02 Where uniforms, protective clothing or clothing allowances are currently provided by the Employer, the present practice shall continue.
- 30.03 It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer and shall be in accordance with Occupational Health and Safety Regulations.
- \* 30.04 Subject to Clause 30.05 and Clause 30.06, where an employee in the performance of the employee's duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300).
- \* 30.05 Any incidents of loss suffered by an employee shall be reported in writing by the employee to the Employer or its designated representative within:
  - (a) two (2) days of an incident occurring within Metropolitan St. John's;

(b) four (4) days if outside Metropolitan St. John's.

30.06 This provision shall only apply in respect of personal effects which the employee would reasonably have in the employee's possession or on the employee's duty, and in any event, shall not apply to any tools, equipment or materials of the type covered by Article 49 - Personal Equipment.

### **Article 31 Access**

31.01 Employees shall have the right to the assistance of either a full time representative of the Union or a Shop Steward on all disciplinary matters. Union representatives shall have access to the Employer's premises in order to provide the requested assistance. Employees involved in such discussions shall not absent themselves from work except with permission from the Supervisor and such permission will not be unreasonably withheld.

31.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Employer's representative, but such meetings shall not interfere with operations and programs.

31.03 (a) The Employer shall recognize ten (10) Shop Stewards appointed by the Union.

(b) In the case of an employee who is a Shop Steward and who is required to attend education training seminars, one (1) day in any academic year shall be granted.

31.04 The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.

31.05 The Human Resources Manager will advise the Union of the appointment of new employee(s). The President of the Local will be introduced to a new employee as soon as possible after the employee's arrival at the Institute.

31.06 Bulletin boards shall be supplied for posting Union notices at each worksite.

### **Article 32 Union Security and Checkoff**

32.01 All employees of the bargaining unit shall become and remain members of the Union for the life of this Agreement, provided they continue to occupy a bargaining unit position.

32.02 (a) The Employer shall deduct from the wages of all employees within the bargaining unit the amount of membership dues and forward same bi-weekly to the Union accompanied by a list of employees showing the contributions of each.

(b) The Employer will supply the following information bi-weekly:

An alphabetical listing of all employees in the bargaining unit showing:



- (i) employee's name;
- (ii) Social Insurance Number;
- (iii) classification title and number;
- (iv) pay range and step number;
- (v) status code;
- (vi) deduction of membership dues for period; and
- (vii) year to date total of membership dues.

Listing of additions and deletions for period.

32.03 The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the current year will be recorded on the employee's T4 statement.

### **Article 33 Group Insurance and Pension**

33.01 The following Group Insurance plans presently in effect will be continued on the current cost-sharing basis:

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

33.02 The Employer agrees that mechanisms will be provided to ensure that the Union has an opportunity to have input into recommendations regarding changes to pensions and benefits.

33.03 Temporary and contractual employees will be required to participate in the Pension Plan and Group Insurance Plan on the earlier of:

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

\* 33.04 OTHER POST EMPLOYMENT BENEFITS (“OPEB”) (NEW)

1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.

2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.
3. Current employees as of the date of signing of the collective agreement who retire with an immediate pension not later than March 31, 2024, with a minimum of five (5) years' pensionable service shall qualify for OPEB.
4. Current employees as of the date of signing of the collective agreement who retire after March 31, 2024 and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.
5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue and the University shall pay 50%.
6. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.
7. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
8. Notwithstanding clause 7 above, employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit and are re-employed in a NAPE bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.
10. Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan based on the number of completed years' of pensionable service as follows:

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

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

### **Article 34 Travel and Relocation Allowance**

34.01 Employees who are authorized and required to travel on the Employer's business shall be reimbursed in accordance with the Travel Guidelines in Memorial University of Newfoundland Policy and Procedures.

- 34.02 (a) All travel on the employer's business required by the Department Head shall be compensated at straight time rates for all travel time provided that the maximum amount claimable in any one day does not exceed a regular days pay. If travel occurs on a regular work day beyond the normal work day the employee may be compensated at straight time rates for travel time to a maximum of seven (7) hours in addition to regular salary for that day.
- (b) Compensation will not be paid for travel in connection with educational courses, training sessions, conferences or seminars.
- (c) With the exception of travel to the Safety Emergency Response Training (SERT) Centre and the Lewisporte Regional Fisheries and Marine Centre, compensation will not be paid for meals in connection with an employee's requirement to temporarily report to work at a Marine Institute campus other than the primary work location.

34.03 (a) Employees may be required from time to time to work at different locations throughout the Province. For those employees whose home base is ordinarily St. John's, the Employer will make every reasonable effort to give at least two (2) weeks' notice and whenever possible, the Employer undertakes to assure a system of rotation in cases of repeated demands for work outside St. John's.

- (b) When an employee is required to work at remote locations throughout the Province, that person shall be consulted regarding the choice of living accommodation to be provided at that location and in the mode of transportation to and from the location.

- (c) If an employee is required to work at a location remote from the employee's primary work location, the employee shall be compensated:
  - (i) in accordance with 34.02 (a), for time used in traveling to and from the community, unless working time is provided for this purpose;
  - (ii) for any period of waiting between periods of work, to a maximum of seven (7) hours per day, at the same location, providing the employee is required by the Employer to wait at the location.
- (d) In work locations where an employee is required to be exposed to materials or situations which might prove injurious to person, clothing or equipment, the Employer shall provide, free of charge, protective clothing and/or equipment of a suitable and approved type. All clothing and safety equipment issued in accordance with this Clause shall remain the property of the Employer.

34.04 If the employer changes an employee's primary work location for that position, the employee will be provided with thirty (30) days notice of such change. If the employee has to travel a further distance from his/her residence to the new primary work location, the employer shall pay the difference in cost of transportation at the applicable kilometre rate from the employee's residence to the new location for the thirty (30) day period.

### **Article 35 Post-Secondary Instructors' Certificates**

35.01 The Employer shall make a request to the Department of Education to issue a Post-Secondary Instructor's Certificate to all qualified Instructors who successfully completes approved prescribed teacher training.

- \* 35.02 All employees hired into the Instructor classification, shall be required to complete the basic requirements for the Post-Secondary Instructors' Certificate during non-teaching days within thirty-six (36) months. Failure to meet these requirements may result in the extension of an Instructor's probationary period, as outlined in Article 23.

### **Article 36 On-Line Delivery**

36.01 When a full-time, permanent employee is required to deliver one (1) on-line course of twelve (12) weeks duration during a period when the employee is otherwise scheduled to be on annual leave the workload associated with delivery of the course will be a minimum of seven (7) hours per week for the period of the delivery of the course plus seven (7) hours during the week following the writing of the exam.

### **Article 37 Classification Plan**

37.01 A detailed copy of the existing classification plan is provided in Schedule D.

- 37.02 An employee shall be notified in writing of any change in the employee's classification.
- 37.03 (a) No employees shall be paid at a rate which is below the minimum rate of the classification to which they are assigned.
- (b) Notwithstanding Article 12, an employee who has less than the minimum required years of employment experience for entry into a class shall not receive an increment until such time as that employee's years of employment in the bargaining unit equals the deficiency in years of employment experience.
- (c) The Employer may appoint a person up scale who has several years of progressive related experience in addition to the minimum required to enter the class as follows:
- (i) Classes one and two - up to Step 6;
  - (ii) Classes three, four and five - up to Step 7;
  - (iii) Class six and seven - up to Step 8.

### **Article 38 Classification Appeals Board**

- 38.01 The Classification Appeals Board shall carry out its function in accordance with the Instructors' Classification Appeal Board Procedure as set out in Schedule E.
- 38.02 When an employee feels that the employee's position has been unfairly or incorrectly classified, the employee may submit a request for review or appeal in accordance with the procedures outlined in Schedule E.
- 38.03 Classification decisions arising out of an employee's request for review or appeal made under Clause 38.02 shall be retroactive to the date the request was first received by the Employer or in case of new employees, to the date of appointment.

### **Article 39 Labour/Management Committee**

- 39.01 There shall be a Labour/Management Committee consisting of an equal number of representatives of the Employer and the employees, with the total number of members not to exceed six (6) people. The Committee shall be a forum for the exchange of information on matters of mutual interest and concern, and shall be charged with the responsibility of maintaining adequate communication between the Employer and the employees.
- 39.02 The Committee will meet once per month unless the Co-Chairpersons agree that less frequent meetings are adequate.
- 39.03 Two (2) Co-Chairpersons are to be selected, one (1) from the Union by the Union and one (1) from management by management.
- 39.04 A Secretary supplied by the Employer is to keep written minutes of each meeting.

- 39.05 The minutes of the meeting shall be provided to the Committee members within ten (10) days following the Labour/Management meeting.
- 39.06 The Co-Chairpersons shall chair alternate meetings.
- 39.07 Items for the agenda must be submitted two (2) weeks in advance.
- 39.08 The agenda is to be posted one (1) week prior to the meeting.
- 39.09 Any employee wishing to have an item put on the agenda should forward the request through the employee's representative on the Committee.
- 39.10 The members of the Committee must confine themselves to their terms of reference and cannot make any decisions that violate the Collective Agreement.
- 39.11 Copies of all minutes of the Labour/Management Committee shall be forwarded to the Union and the Employer.

\* **Article 40 Part-time Courses**

Any employee who wishes to take a course offered by the Institute or Memorial University will be permitted to do so in accordance with the policy contained in the Memorial University of Newfoundland Policy and Procedures Manual.

**Article 41 Effect of Agreement**

- 41.01 It is not the purpose of this Agreement to abridge any rights an employee may have under any Acts or Regulations.
- 41.02 In the event that any law renders null and void, or materially alters any Article, section or Clause of this Agreement, the remaining Articles, sections and Clauses shall remain in full force and effect for the duration of the Agreement and the parties to this Agreement shall in cases where an Article, section or Clause is materially altered negotiate an Article, section or Clause or replace the altered Article, section or Clause.

**Article 42 Amendment of Agreement**

It is agreed by the parties to this agreement that any provision in this Agreement, other than the Duration of Agreement, may be amended or altered by mutual consent of the Employer and the Union.

**Article 43 Complete Agreement**

This agreement is the entire Agreement of the parties hereto terminating all prior Agreements, past practices, procedures, and/or traditions with respect to those matters specifically provided for herein.

## **Article 44 Job Postings**

- 44.01 (a) All permanent, contractual or temporary teaching positions can be filled without posting for a maximum of thirteen (13) weeks, or to the end of the course, whichever is less. Otherwise all vacancies either inside or outside the bargaining unit, for which employee's are eligible to apply, shall be posted in the Employer's premises for a period of not less than seven (7) calendar days.
- (b) All vacancies for permanent, contractual or temporary non-teaching positions of greater than five (5) weeks duration either inside or outside the bargaining unit for which employees are eligible to apply, shall be posted in accessible places in the Employer's premises for a period of not less than seven (7) calendar days.
- 44.02 Postings of job competitions relating to bargaining unit positions shall contain the following: title of position, minimum requirements, qualifications, education and skill. Minimum requirements shall not be established in an arbitrary or discriminatory manner. All postings shall state "Memorial University is committed to Employment Equity and Diversity".
- 44.03 No position inside the bargaining unit will be filled by an outside applicant, until applications from employees have been fully processed.
- 44.04 (a) When employees apply for a transfer to a vacant position in another worksite of the Employer, the employee with the greatest seniority shall be awarded the position provided it is similar to the employee's current position.
- (b) Subject to Clause 44.04 (a), qualifications and ability shall be the governing factors in considering candidates for job postings within the employ of the Employer. Where these factors are relatively equal between candidates, seniority shall prevail.

## **\* Article 45 Severance Pay**

- 45.01 An employee who has one (1) or more years of continuous service in the employ of the University immediately prior to the effective date of this Article is entitled to be paid, or in the event of death paid to the employee's estate, severance pay equal to five (5) day's pay for each year of service, up to a maximum of one hundred (100) day's pay.
- 45.02 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay, as provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service, but the periods of Long Term Disability or other periods of authorized leave without pay shall not be counted as service in the calculation of severance pay. Maternity, paternity and adoption leave of up to 52 weeks shall be counted as service in the calculation of the severance payment.
- 45.03 For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twenty-four (24) consecutive months, service shall commence from the date of re-employment.

- 45.04 The maximum severance pay which an employee shall be paid for his or her total period of employment with the University shall not exceed one hundred (100) day's pay.
- 45.05 The effective date of this Article shall be March 31, 2019. Notwithstanding that employees may elect which quarter of the 2020/21 or the 2021/22 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on March 31, 2019. Where an employee is on Long Term Disability or an approved leave of absence, the position and rate of pay at the date of Long Term Disability or date of leave of absence shall be used.
- 45.06 The year commencing October 1, 2020 shall be divided into four (4) quarters:
- Quarter 1 – October 1, 2020 to December 31, 2020
  - Quarter 2 – January 1, 2021 to March 31, 2021
  - Quarter 3 - April 1, 2021 to June 30, 2021
  - Quarter 4 – July 1, 2021 to September 30, 2021
- 45.07 An employee shall notify the University in writing and no later than September 30, 2020, in which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into an RRSP. Transfers to an RRSP are subject to the rules and regulations set out by the Canada Revenue Agency. Where an employee fails to indicate their desire to transfer to an RRSP, they shall receive their full severance entitlement as a lump sum cash payment, subject to the normal statutory deductions. The University will use its best efforts to accommodate payment in the quarter chosen by the employee.
- 45.08 Effective March 31, 2019, there shall be no further accumulation of service for severance pay purposes.

#### **Article 46 Labrador Allowance**

- 46.01 Labrador benefits shall be provided in accordance with the Labrador Benefits Agreement included in this Agreement as Schedule "G".

#### **Article 47 Relocation and Movement of Programs**

An Employer may require an employee to transfer from an established course or program into a new course or program, which may or may not be in the same Campus. Where such a transfer is not in lieu of termination, but rather a re-allocation of personnel, the Employer has an obligation with respect to the continued employment of the transferred employee. Therefore, should the new course or program be terminated, within five (5) years of the employee's transfer, then the employee shall be re-instated in the employee's previous position or similar position provided that the employee's previous position is no longer in existence.



## Article 48 Layoff and Recall

48.01 For the purpose of this Article there shall be three (3) classes as follows:

- Instructors
- Demonstrators
- Research and Technical Personnel

### 48.02 Layoff

Where the Employer determines that a layoff is required, then the employee who has the least seniority within the area of employment and class affected by the layoff shall be the first employee laid off provided that the employees who would be retained in accordance with this procedure are qualified and able, as assessed by the Employer, to perform the duties required.

### 48.03 Recall Procedure

Where the Employer determines that a recall is required, the employees affected by the recall who have the most seniority shall be the first employees recalled, provided that the employees who would be recalled in accordance with this procedure are qualified and able to perform the duties required as assessed by the Employer.

48.04 For the purposes of layoff and recall the following further provisions shall apply, all of which are subject to the condition that employees can only displace other employees provided they are qualified and able to perform the duties required of the position as assessed by the Employer.

#### (a) Layoff

- (i) The employee shall have the right to either accept the layoff or to displace another employee in accordance with the bumping procedures.
- (ii) An employee may bump only in the employee's own class or lower.
- (iii) Subject to the Letters of Understanding, item 11, page 56, temporary employees shall be laid off before any permanent employees are laid off.
- (iv) Subject to the Letters of Understanding, item 11, page 56, any temporary employee whose position is affected by the Employer's decision to lay off shall have the right to displace a junior temporary employee only.
- (v) A permanent employee whose position is affected by the Employer's decision to lay off shall have the right to displace a junior employee whether permanent or temporary.

- (vi) An employee who does not elect to exercise the employee's right to displace another employee shall be laid off.
- (vii) An employee shall not be required to change the employee's hours of work or work location unless mutually agreed.
- (viii) In the event the most junior employee in the class selected by the displaced employee is a temporary employee, the permanent employee who displaces the temporary employee shall earn seniority on a permanent basis.
- (ix) An employee who wishes to exercise seniority rights in accordance with this Clause must notify the Employer accordingly, in writing, within twenty (20) days of the date of receipt of the employee's layoff notice.
- (x) An employee who is displaced in accordance with this procedure is also permitted to displace another employee in accordance with the procedure, provided that both displacements are completed within thirty (30) days of the of the initial layoff notice. An employee who is displaced in accordance with this procedure will be deemed to have been given notice of layoff with effect from the date on which the initial employee was given notice of layoff.
- (xi) Where more than one (1) employee is to be laid off in accordance with Clause 48.02, the senior employee of those who are to be laid off shall have the first choice of displacement provided for in this Clause.
- (xii) Employees who receive notice of a reduction in their weekly hours of work and decide not to work the reduced hours may exercise their bumping rights in accordance with this Article.
- (xii) Permanent employees who receive notice of layoff and who bump or are recalled into a temporary position shall retain full layoff, bumping, and recall rights as a permanent employee in accordance with this Article.
- (xiv) An employee paid on the Research and Technical scale who displaces into a lower paying Research and Technical position shall be placed on the lower scale at their current rate of pay (to the next lower step where the current rate falls between two steps). Should the employee's current salary exceed the maximum of the new salary scale, the employee shall maintain their current salary for a period of six months after which the employee's salary shall be adjusted to the maximum of the new salary scale.

(b) Recall

- (i) Subject to the Letters of Understanding, item 5, page 55, permanent employees shall be recalled before temporary.

- (ii) Subject to the Letters of Understanding, item 5, page 55, permanent employees shall be recalled in order of seniority.
- (iii) Employees shall not lose seniority if they refuse recall for medical reasons. Employees will be required to provide medical documentation.
- (iv) Subject to the Letters of Understanding, item 11, page 56, temporary employees shall be recalled in order of seniority.
- (v) A permanent employee shall be recalled for temporary and part-time employment if the permanent employee indicates that the employee is willing to work periods of temporary and part-time employment. In such cases, the permanent employee will be required to report for work as needed by the Employer; the employee's refusal unless for illness or other just cause will mean a loss of recall rights for temporary and part-time employment but the employee will maintain the employee's seniority. For such periods of temporary and part-time employment, the employee shall earn seniority on a permanent basis.
- (vi) It is the responsibility of the employee to keep the Employer informed of the employee's current address and telephone number.
- (vii) Any permanent employee being recalled to a work location other than that in which the employee was employed prior to layoff shall have the option of accepting the recall or refusing the recall pending the availability of a position in the employee's work location.
- (viii) An employee may be recalled only in the employee's own class or lower.

#### 48.05 Record of Employment

Employees who are laid off shall be issued a Record of Employment within five (5) days from their last day of work.

#### \* 48.06 Redundancy and Bumping

For the purposes of bumping upon redundancy, bumping is subject to the condition that employees can only displace other employees, provided they are qualified and able to perform the duties required of the position as assessed by the Employer. An employee whose position is declared redundant shall bump the most junior employee in their own classification (Instructors; Demonstrators; Research and Technical Personnel) or lower.

### **Article 49 Personal Equipment**

49.01 Where an employee has been authorized in writing by the Associate Vice-President to use the employee's own tools, equipment or other materials in the performance of the employee's

duties, the Employer shall compensate that employee for any loss or damage to those tools, equipment or materials provided that:

- (a) the loss or damage was suffered while the employee was performing the employee's assigned duties;
- (b) the loss or damage did not result from the employee's carelessness or negligence; and
- (c) the loss or damage did not result from the employee's failure to observe any condition that the Associate Vice-President may have attached to the use of the tools, equipment or materials in the Associate Vice-President's written authorization.

### **Article 50 Successor Rights**

Section 93.1 of the Labour Relations Act or any successor legislation shall apply to the sale, lease, transfer or other disposition transfer of the Fisheries and Marine Institute to any new Employer, subject to any ruling(s) made by the Labour Relations Board.

### **Article 51 Legislation**

The parties agree their collective bargaining relationship is governed by the Labour Relations Act, R.S.N. 1990.

### **Article 52 Technological Change**

52.01 The Employer and the Union recognize that instructional methods and equipment are subject to continual change and that it is the responsibility of employees to keep abreast of such changes in order to remain competent in their field of work.

52.02 (a) In the event that the employer introduces new instructional methods or equipment which require new or greater skills than those possessed by employees who are employed in the operation being changed, and where such employees would otherwise be terminated, then the Employer will provide training for employees who desire further training and who are able to be trained within a reasonable time period. It is understood that the period and type of training provided shall be at the discretion of the Employer. Employees shall not suffer a reduction in pay during such training and reasonable expenses associated with such training shall be borne by the Employer.

(b) In the event of a change in instructional methods or equipment which may cause the termination of an employee, the Employer will notify the Union of the proposed change, with a description of the change and the approximate number of employees likely to be directly affected, at least two (2) months prior to the introduction of the change.

52.03 Meetings will be arranged between the Employer and the Union within twenty-one (21) days of the Employer's notification to the Union for the purpose of consulting on the effect expected to result from the change.

52.04 An employee whose position is the subject of discussions as provided in Clause 52.03 will not be laid off, unless no vacancy exists with the Employer for which the employee is qualified or able to be trained within a reasonable time period, as assessed by the Employer.

\* **Article 53 Personal and Sexual Harassment**

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

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

**Article 54 Evaluations**

54.01 Any evaluation system shall be uniform for all employees under this Agreement.

54.02 Employees who have completed their probationary period shall have the right to grieve evaluations they consider unfair. Such grievances shall commence at Step 1 of the Grievance Procedure as outlined in Article 5.

54.03 Upon request, the Employer will provide a written explanation to the employee outlining the reason for the evaluation rating.

**Article 55 Political Activity**

55.01 All employees covered by this Agreement shall have the rights listed below, provided that (c) and (e) shall not occur during working hours and shall not impair their usefulness to the positions in which they are employed:

- (a) join the Political Party of their choice;
- (b) vote in elections;
- (c) fully participate in the activities of the Political Party of their choice;
- (d) seek election to public office at the National, Provincial or Municipal level;
- (e) take part in any other political activity.

55.02 (a) The University recognizes the right of every citizen to enter political life if so desired. Provided proper regard is given to the instructional, technical, and service needs of the University, leave of absence shall be granted to enable the employee to contest an

election. Up to four (4) weeks without pay for Provincial or Municipal elections and up to six (6) weeks without pay for Federal elections shall be granted. The employee may opt to take part or all of the employee's annual vacation during the campaign period.

- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.
- (c) In the event of the candidate being elected to the Provincial or Federal Government, the employee will be granted leave of absence without pay for the term for which the employee has been elected. At the end of this time, if the employee contests a second election and is successful, the employee is required to resign the employee's position after two (2) terms or six (6) years whichever is less. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume employment with the University; but there is no guarantee of reinstatement in the employee's former post.
- (d) With regard to an employee being elected to a Municipal Council or engaging in other political activities, a leave of absence may be granted for periodic duty, if necessary, subject to appropriate reduction in University duty and pay.
- (e) An employee on political leave shall continue to be eligible to participate in employee benefit plans in accordance with the terms of those plans.
- (f) Upon return to work at the Marine Institute, the employee will retain an equivalent position to that held before the leave.

55.03 During leave referred to in this Article, an employee shall maintain all earned benefits, such as seniority, sick leave and annual leave, but shall not accrue any new benefits.

55.04 No employee shall be in any manner compelled to take part in any political undertaking, to make any contribution to any Political Party or be in any manner threatened or discriminated against for refusing to take part in any political activity.

## **Article 56 Family Responsibility**

56.01 With the approval of the Associate Vice-President, an employee may be granted leave without pay for up to one (1) year to attend to family responsibilities provided an acceptable substitute arrangement can be made.

56.02 If an employee resigns in order to care for pre-school children on a full time basis and does not subsequently obtain employment with another Employer, then the employee shall, upon being rehired with the employer, within five (5) years, receive re-instatement of seniority and sick leave accrued at the time of the employee's resignation.

## **Article 57 Duration**

- \* 57.01 Except otherwise provided, this Agreement shall come into effect on the date of signing and shall remain in full force and effect until August 31, 2020.
- 57.02 The Union agrees that during the term of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the bargaining unit on the premises of the Employer, or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.
- 57.03 Either of the parties to this Agreement, may within the sixty (60) day period immediately prior to the expiration of this Agreement, issue notice of its desire to terminate the Agreement or request negotiations for a renewal or revision of the Agreement.
- 57.04 Notwithstanding anything contained above, this Agreement shall remain in force and effect until replaced by a new Agreement or the parties have entered into a legal strike or lockout.

## **Article 58 Temporary Assignment**

- 58.01 Where operational requirements permit, temporary assignments shall be on the basis of seniority where qualifications and ability are equal.
- 58.02 When an employee is assigned to a lower paying position, his/her rate of pay shall not be reduced.
- 58.03 When an employee is temporarily upgraded to a higher paying position the employee shall accumulate annual leave at the frequency consistent with the higher paying position for hours paid at the higher level. Effective date of signing, employees who are upgraded during the Academic Year will receive pay at the rate for the upgraded position for the number of additional annual leave days, or part thereof, earned at the higher paying position provided that the employee earned a minimum of four (4) additional annual leave days during the Academic Year. This payment will be processed on the last payroll in August each Academic Year.

## **Article 59 Deferred Salary Leave Plan**

### 59.01 PURPOSE

The Deferred Salary Leave Plan (the Plan) is provided within the conditions of the Income Tax Act to enable an employee to defer a portion of salary for up to six (6) years to be received thereafter during a leave of absence period for educational or other personal purposes. The leave of absence shall normally be for a minimum period of six (6) months up to a maximum of one (1) year but may be for a three (3) month period or more for full-time attendance at a designated educational institution.

#### 59.02 ELIGIBILITY

A permanent employee who has completed the prescribed probationary period shall be eligible to participate in the Plan.

#### 59.03 APPLICATION BY EMPLOYEE

An employee who wishes to participate in the Plan must make written application to the Director of Human Resources through the employee's Department Head by January 31 in any year. If approved for participation, the employee will complete a contract of participation and deductions will commence the first payroll following April 1 of that year.

#### 59.04 DEDUCTION AND LEAVE OF ABSENCE PAYMENT

- (a) A participant in the Plan shall have deducted a minimum of ten percent (10%) up to a maximum of thirty-three and one-third percent (33 1/3%) of the employee's annual salary before taxes. The percentage deducted may be altered only on April 1 of each year.
- (b) During each year of enrolment in the Plan, the employee shall receive the employee's annual salary less the percentage elected for annual deferral. The amount elected for deferral shall be deducted from salary and transferred on a bi-weekly basis to the Comptroller of the University for deposit. The fund shall receive the same interest rate as other trust funds of Memorial.
- (c) During the period of the leave of absence the employee shall receive on a bi-weekly basis an amount from the fund up to but not greater than the salary that the employee would have received if they were working. Within this limitation, the funds shall be equally disbursed during the period of the leave until the employee's contribution to the fund and accumulated interest is depleted.
- (d) While an employee is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured accordingly to the salary the employee would have received had the employee not been enrolled in the Plan.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.
- (f) All statutory, group insurance, and pension plan contributions will continue on the regular cost-shared basis between the employee and the employer.



- (g) Notwithstanding any other provision of this Plan, all statutory deductions shall be in accordance with Revenue Canada rulings and all pension plan contributions shall be in accordance with the Memorial University Pensions Act.
- (h) Each year a Deferred Salary Leave Committee, consisting of an equal number of Memorial and Union representatives, shall meet and review the amount of deferred salary together with accumulated interest. Each participant in the Plan shall receive an annual statement of the funds deposited and accumulated interest.

#### 59.05 OTHER CONDITIONS

- (a) Upon return from leave, the employee shall be given the same position or a comparable position unless it is mutually agreed between the employee and the employee's employing Department that the employee return to a particular position.
- (b) Leave under this Plan shall be credited as service for purposes of:
  - i. Seniority
  - ii. Step Progression
  - iii. Pension
  - iv. Severance PayVacation shall not accrue during the period of the deferred salary leave.
- (c) In the event that a suitable replacement cannot be found for an employee due to receive a leave, Memorial may defer the leave for up to one (1) year. In this instance, the employee may choose to remain in the Plan or the employee may withdraw and receive any monies and interest accumulated to the date of withdrawal.
- (d) Pension contributions shall be paid on the salary the employee would have received had the employee not entered the Plan or gone on leave. These payments will be made during each year of enrolment including the period of leave and will be the normal contribution rate as required under the Memorial University Pensions Act.
- (e) In accordance with Revenue Canada requirements, all employees who receive a leave of absence in accordance with this Plan guarantee that they will return to employment with Memorial for a period of time that is not less than the period of the leave of absence.
- (f) All employees wishing to participate in the Plan shall be required to sign a Contract of Participation before final approval for participation will be granted.
- (g) Employees will continue their normal payment of Union dues during each year of enrolment including the period of leave.

59.06 WITHDRAWAL

- (a) An employee may withdraw from the Plan, at any time for any reason, and receive all monies deferred to the fund plus accumulated interest. An employee must withdraw upon resignation of employment.
- (b) An employee whose employment is terminated in accordance with Article 26 or 28, or who is laid off in accordance with Article 48, will be paid out all monies deferred plus accumulated interest.
- (c) Should an employee die while participating in the Plan, any monies deferred to the fund plus accumulated interest will be paid to the employee's estate.
- (d) An employee who withdraws from the Plan is required to wait a minimum of twelve (12) months before applying again.
- (e) Payment to the employee shall be made within sixty (60) days of withdrawal from the Plan. Income tax will be payable on the amount withdrawn.

59.07 CHANGES IN THE PLAN

Changes in the Plan may be made from time to time subject to mutual agreement between the parties.

**Article 60 Early and Safe Return to Work (ESRTW)**

60.01 An employee, who is a member of the NAPE, Local 7405 bargaining unit, shall be chosen to represent the bargaining unit on the University wide ESRTW Committee. The function of the committee is to assist in facilitating the early and safe return to work, in conjunction with the Department of Human Resources and WHSCC, of employees who have been away from work due to a workplace illness or injury. All members of the committee shall be trained in an ESRTW program that is recognized by the WHSCC.

**Article 61 General Conditions**

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

**Article 62 Self Directed Research**

62.01 Employees employed in the Research Scientist classes shall be entitled to 26 days per academic year for self directed research and/or publication activities. The scheduling of these days shall be subject to the operational requirements of the unit. Unused days may not be carried from one academic year to the next and will be considered forfeit.

## LETTERS OF UNDERSTANDING

1. The parties agree that time spent on the strike in 1990 will not be deemed a break in service for severance pay purposes.

2. Re: Contractual Employees

It is the Employer's intention to employ contractual employees only when the conditions of employment differ from that which is outlined in the Collective Agreement. It is not the intention of the Employer to employ contractual employees at a lower rate of pay or to offer less benefits than is provided under the Agreement.

3. Re: Christmas Break – Research and Technical Personnel

As a result of recent negotiations with the Marine Institute, it is agreed that the Institute will close for a four (4) day period during the Christmas season and Research and Technical Personnel will be granted paid time off for the period in addition to their annual vacation, unless otherwise mutually agreed.

4. Re: Civil Liability

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

5. Re: Recall of Permanent Employees

The parties to this Agreement agree that an employee with permanent status, on layoff, may agree to return to work for a specified time period without any adverse effect to the employee's permanent status.

6. Re: Pensions

Where the loss of salary during a work stoppage would normally affect an employee's pensionable salary, the employee's pensionable salary shall be calculated as if there were no loss of salary.

7. Annual Leave

Upon termination of employment, temporary employees will receive accrued unused annual leave in a lump sum at the end of appointment. Upon termination of employment, temporary employees will receive seniority credit for all earned annual leave.

8. Parking

Parking fees for NAPE Local 7405 members are to be increased only to the extent that they are increased for all employees of Memorial University of Newfoundland.

9. Professional Development Fund

A committee composed of two (2) Union and two (2) Employer representatives shall consider applications for professional development funding, in accordance with the guidelines, and determine which applicants will be forwarded to the Associate Vice-President for final consideration and decision. Effective April 1, 2014, the Professional Development Fund shall be increased to \$42,500 per annum. Effective April 1, 2015, the Professional Development Fund shall be increased to \$45,000 per annum.

10. Coordinators

Coordinators will receive a stipend of four thousand dollars (\$4,000) per academic year and prorated for periods of less than an academic year. The position of Coordinator shall be filled by internal posting and shall be for a four year term. A person filling such a position will be subsequently ineligible to apply for the same Coordinator position for a period of one term (four years).

11. Conversion of Temporary Positions to Permanent

The Employer will review temporary positions on an annual basis. If there is an ongoing need for the position and it is not a replacement position, the following will apply:

(a) Temporary and Permanent employees

Temporary and permanent employees, who, at the time of the review, have accumulated in excess of three (3) years' service as of September 1<sup>st</sup> of each year, in a position filling the criteria above will be made permanent in the position and the position converted to permanent.

(b) Temporary and permanent employees who accumulate three (3) years of service in a temporary position, and who are not made permanent shall, for the purpose of order of layoff, bumping and order of recall, be treated the same as permanent in the position. Clause 26.07 does not apply to these employees.

\* (c) The Union will be notified of the outcome of the review of temporary positions by September 1.

12. Areas of Employment

A committee composed of two (2) Union and two (2) Employer representatives will be formed within sixty (60) days of the date of signing of the Collective Agreement. The

mandate of the committee will be to review and make recommendations regarding the establishment of areas of employment for Instructors.

13. Maximum Hiring Step for Master Mariners and 1<sup>st</sup> Class Marine Engineers

The parties agree that the maximum initial hiring step for employees who possess a Master Mariner Certificate of Competency or a 1<sup>st</sup> Class Marine Engineer Certificate of Competency and possess progressive related experience in addition to the minimum required to enter Class 5 shall be adjusted as follows:

Effective September 1, 2014 -	Up to Step 8
Effective September 1, 2015 -	Up to Step 9
Effective September 1, 2016 -	Up to Step 10

14. Transfers

Permanent transfers from one work site to another shall be assessed on the basis of qualifications, capabilities, and availability, as determined by the Employer. Where it is determined that employees are relatively equal, the transfer opportunity will be based on seniority. If no employee avails of the transfer opportunity, the Employer shall transfer the least senior of the qualified, capable and available employees. This article is not applicable to the regular movement of employees between the Ridge Road, Foxtrap, Southside and Holyrood work sites as part of normal course delivery or project work.

15. Tri-Party Committee

With reference to the MOU in the tentative Collective Agreement between Memorial University and NAPE Local 7850, the Employer would like to discuss the formation of a tri-party committee to discuss exchanging the Easter Monday holiday and the mid-March holiday for the January 2<sup>nd</sup> holiday and a mid-February holiday in order to implement a mid-term break for Marine Institute students.

\* 16. MOU - Re: Layoffs During The Term of the Collective Agreement

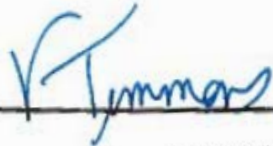
Notwithstanding any Article or Provision of the Collective Agreement, and for the duration of this collective agreement, the Employer shall not layoff for reasons other than lack of work or abolishment of a position that would be considered business as usual in the course of normal employer operations.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

\* 17. Program Chairs

One (1) Union representative will be added to the Academic Working Group ad-hoc sub-committee on Program Chairs.

SIGNED AT ST. JOHN'S, NEWFOUNDLAND THIS 1<sup>st</sup> DAY OF December, 2020.

On behalf of  
Memorial University of  
Newfoundland



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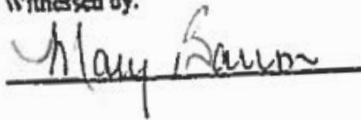
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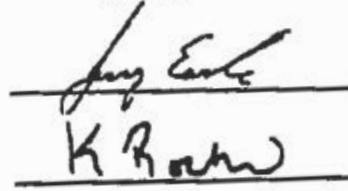
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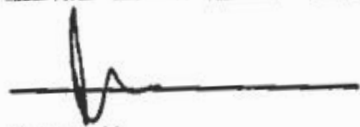
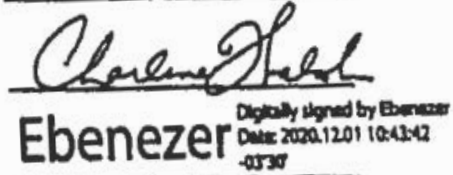


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On behalf of  
Newfoundland and Labrador  
Association of Public and  
Private Employees  
Representing Marine Institutes  
Instructors, Demonstrators, Research  
Scientists and Research and Technical  
Personnel



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Witnessed by:



SCHEDULE "A"

CLASSES OF EMPLOYEES

Instructor

Research and Technical Personnel

Demonstrator

Research Scientist

\*

SCHEDULE "B"

SALARY IMPLEMENTATION FORMULA

Salary Implementation Formula

September 1, 2016	0%
September 1, 2017	0%
September 1, 2018	0%
September 1, 2019	0%



Fisheries and Marine Institute  
 Instructor Salary Scale  
 Effective September 1, 2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Class 7</b>						
Level A	64,784	68,020	71,507	75,126	78,835	82,926
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 6</b>						
Level A	61,115	64,170	67,459	70,873	74,468	78,233
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 5</b>						
Level A	56,367	59,215	62,220	65,374	68,683	72,159
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 4</b>						
Level A	53,901	56,630	59,504	62,510	65,677	69,173
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 3</b>						
Level A	48,515	50,974	53,540	56,261	59,108	62,100
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 2</b>						
Level A	43,790	46,009	48,334	50,788	53,362	55,101
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 1</b>						
Level A	33,328	35,001	36,776	37,613	38,551	39,517
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						

Fisheries and Marine Institute  
 Instructor Salary Scale  
 Effective September 1, 2015

	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Class 7</b>						
Level A	87,123	89,976	92,224	94,531	97,366	99,316
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 6</b>						
Level A	82,192	84,881	87,003	89,179	91,854	93,694
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 5</b>						
Level A	74,515	76,377	78,286	80,635	82,247	83,890
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 4</b>						
Level A	71,254	73,038	74,869	77,115	78,657	80,230
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 3</b>						
Level A	64,136	65,740	67,386	69,403	70,794	72,210
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 2</b>						
Level A	56,478	57,890	59,627	60,819	62,035	63,276
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						
<b>Class 1</b>						
Level A	40,703	41,513	42,344	43,191	44,056	45,377
Level B = A +4645						
Level C = A + 3174 or A + B +3174						
Level D = A + C + 3174 or A + B + C + 3174						
Level E = A + B + C + 3174 or A + B + C + D + 3174						

Fisheries and Marine Institute  
Instructor Salary Scale  
Effective September 1, 2015

	Step 13	Step 14	Step 15	Step 16	Step 17
<b>Class 7</b>					
Level A	101,303	103,329	105,393	108,556	110,731
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 6</b>					
Level A	95,566	97,478	99,428	102,411	104,462
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 5</b>					
Level A	85,570	87,281	89,900	91,699	
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 4</b>					
Level A	81,836	83,471	85,975	87,692	
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 3</b>					
Level A	73,654	75,126	77,381	78,927	
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 2</b>					
Level A	64,542	66,478	67,805		
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					
<b>Class 1</b>					
Level A	46,284				
Level B = A +4645					
Level C = A + 3174 or A + B +3174					
Level D = A + C + 3174 or A + B + C + 3174					
Level E = A + B + C + 3174 or A + B + C + D + 3174					

Fisheries and Marine Institute  
Technical Assistants Scale

Effective September 1, 2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
TA I	31080	32170	33297	34462	35495	36205	36930	37668	38421	39576	40366
TA II	38102	39437	40815	42241	43510	44379	45265	46171	47095	48506	49478
TA III	45118	46699	48331	50022	51525	52554	53604	54678	55772	57445	58594
TA IV	52138	53965	55851	57806	59540	60732	61948	63184	64448	66382	67709
TA V	59157	61224	63370	65589	67555	68908	70283	71692	73122	75316	76820
TA VI	66174	68651	70886	73371	75571	77080	78622	80195	81800	84254	85939

Fisheries and Marine Institute  
Scientists Scale

Effective September 1, 2015

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
I	79,215	83,040	86,864	90,687	94,512	98,336
II	92,873	101,614	110,355	119,096	127,837	136,578
III	114,726	124,559	134,392	144,227	154,060	163,894

SCHEDULE "C"

VACATIONS

Instructors	50 days per academic year
Demonstrators	50 days per academic year
Research and Technical	24 days per academic year
Research Scientists	24 days per academic year

SCHEDULE “D”

**INSTRUCTOR CLASSIFICATION PLAN**

<b>Class 1, Level A</b>	Extensive experience in a craft or occupation at a level necessary to teach or demonstrate the skills of the craft or occupation.
<b>Class 1, Level B</b>	Qualifications for Class 1, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.
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<b>Class 2, Level A</b>	Grade XII or XI (pre-1983) plus completion of a one year occupational course or equivalent with a minimum of five years of related experience.
<b>Class 2, Level B</b>	Qualifications for Class 2, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.
<b>Class 2, Level C</b>	Qualifications for Class 2, Level A or B plus completion of one additional year of approved related courses or the equivalent.
<b>Class 2, Level D</b>	Qualification for Class 2, Level C plus completion of one additional year of approved related courses or the equivalent.
<b>Class 2, Level E</b>	Qualifications for Class 2, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.
<hr/>	
<b>Class 3, Level A</b>	Grade XII or XI (pre-1983) plus journeyman status or equivalent with a minimum of six years combined apprenticeship training and related experience.
<b>Class 3, Level B</b>	Qualifications for Class 3, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.
<b>Class 3, Level C</b>	Qualifications for Class 3, Level A or B plus completion of one additional year of approved related courses or the equivalent.
<b>Class 3, Level D</b>	Qualifications for Class 3, Level C plus completion of one additional year of approved related courses or the equivalent.

**Class 3, Level E**      Qualifications for Class 3, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.

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**Class 4, Level A**      Diploma of Technology or equivalent plus a minimum of four years of related experience.

**Class 4, Level B**      Qualifications for Class 4, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.

**Class 4, Level C**      Qualifications for Class 4, Level A or B plus completion of one additional year of approved related courses or the equivalent.

**Class 4, Level D**      Qualifications for Class 4, Level C plus completion of one additional year of approved related courses or the equivalent.

**Class 4, Level E**      Qualifications for Class 4, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.

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**Class 5, Level A**      A Bachelor Degree (non-education) or equivalent plus a minimum of three years of related experience.

**Class 5, Level B**      Qualifications for Class 5, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.

**Class 5, Level C**      Qualifications for Class 5, Level A or B plus completion of one additional year of approved related courses or the equivalent.

**Class 5, Level D**      Qualifications for Class 5, Level C plus completion of one additional year of approved related courses or the equivalent.

**Class 5, Level E**      Qualifications for Class 5, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.

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**Class 6, Level A**      An Engineering Degree or equivalent plus a minimum of one year of related experience.



<b>Class 6, Level B</b>	Qualifications for Class 6, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.
<b>Class 6, Level C</b>	Qualifications for Class 6, Level A or B plus completion of one additional year of approved related courses or the equivalent.
<b>Class 6, Level D</b>	Qualifications for Class 6, Level C plus completion of one additional year of approved related courses or the equivalent.
<b>Class 6, Level E</b>	Qualifications for Class 6, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.

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<b>Class 7, Level A</b>	A relevant doctoral degree plus a minimum of one year of related experience.
<b>Class 7, Level B</b>	Qualifications for Class 7, Level A plus completion of a program of post-secondary teacher training or the equivalent as approved by the Minister of Education.
<b>Class 7, Level C</b>	Qualifications for Class 7, Level A or B plus completion of one additional year of approved related courses or the equivalent.
<b>Class 7, Level D</b>	Qualifications for Class 7, Level C plus completion of one additional year of approved related courses or the equivalent.
<b>Class 7, Level E</b>	Qualifications for Class 7, Level B, C, or D plus completion of the Bachelor of Education (post-secondary) Degree.

**AS SATISFYING THE REQUIREMENTS  
FOR ENTRY FOR THE VARIOUS CLASSES**

1. Higher National Certificate plus endorsements plus C. Eng. - Class 6.
2. Registered Technologists; High National Certificate; Master Near Coastal; First Class Certificate in Stationary Engineering; Second Class Certificate in Marine Engineering - Class 4.
3. First Class Certificate in Marine Engineering - Class 5.
4. Master Mariner; Extra Master - Class 5.
5. Professional Engineer - Class 6.
6. One year electrical or electronics course, several years related progressive experience to a senior level in the electrical or electronics industry plus three years teaching, including courses at the technical and diploma level - Class 4.
7. Fishing Master, Class I Certificate - Class 4.  
Fishing Master, Class II Certificate - Class 3.  
Fishing Master, Class III Certificate - Class 2  
Fishing Master, Class IV Certificate - Class 2
8. Registered Technicians - Class 3.
9. Employees who possess a Bachelor of Education (non-post-secondary) and a Bachelor of Arts, or a Bachelor of Science, and a Master of Education (non-post-secondary) shall be classified as Class 6 A.
10. Employees who possess three approved undergraduate degrees, one of which is a Bachelor of Education (non-post-secondary), shall be classified as Class 5 A+C.
11. Employees who possess a relevant masters degree (non-engineering) shall be classified as Class 6A.
12. Employees who possess two approved masters degrees (non-education) shall be classified as Class 6 A+C+D.
13. Employees who possess a relevant Ph.D. degree shall be classified as Class 7A.

The above notes are examples but are not all inclusive and are subject to addition by the Employer, in consultation with the union, and/or the Accreditation Committee.

## CLASSIFICATION GUIDELINES

1. The Employer may appoint a person to an Instructor or Demonstrator position at a step up scale who has several years of progressive related experience in addition to the minimum required to enter the Class as follows:

Class 1 & 2	up to Step 6
Class 3, 4 & 5	up to Step 7
Class 6 & 7	up to Step 8

2. Employees who are employed as Demonstrators will be placed in a class one class below that for which they would qualify if they were Instructors, except for Class 1.
3. For graduates of approved three-year Diploma of Technology Programs, the third year is to be regarded as satisfying the requirements for Level C in Class 4 only.
4. Approved related courses or equivalent are defined as: university courses or diploma level courses related to the courses taught in addition to a diploma or degree; trade or technical level courses are to be of sufficient duration and advanced level to be equated on a level and time to a post-secondary credit subject.
5. Instructors will be advanced one level, ie. A to C, B to C, C to D, as appropriate, upon completion of each 10 courses towards the Bachelor of Education (Post-Secondary) Degree.
6. (a) Effective September 1, 2014, an employee who possesses a Master Mariner certificate of competency or a first-class Marine Engineer certificate of competency will receive an annual marine qualification premium of \$2500 paid bi-weekly.  
  
Effective September 1, 2015, an employee who possesses a Master Mariner certificate of competency or a first-class Marine Engineer certificate of competency will receive an annual marine qualification premium of \$3000 paid bi-weekly.
- (b) An employee who possess a Chief Mate/Master Intermediate Trade certificate of competency or a second-class Marine Engineer certificate of competency will receive an annual marine qualification premium of \$1350 paid bi-weekly.
- (c) Effective September 1, 2014, Employees who possess a Fishing Masters Class I certification will receive an annual marine qualification premium of \$1,350 paid bi-weekly.

## SCHEDULE 'E'

### Establishment of a Classification Appeal Committee and the Procedures for Dealing With Position Classification Appeals

#### Definitions:

- (1) "Appeal" means a request by an employee to the Classification Appeal Committee for a change in classification of the employee's current position.
- (2) "Committee" means the Classification Appeal Committee constituted to function in accordance with these procedures.
- (3) "Classification" means in the case of instructors and demonstrators, the class and level to which an employee is assigned under the instructors' classification plan and in the case of a technical assistant, the level to which an employee is assigned under the technical assistant scales.
- (4) "Day" means a working day.
- (5) "Department Head" means the Associate Vice-President or any official authorized to act on behalf of the Associate Vice-President.
- (6) "Level" refers to one of the various pay levels within a class designated by one of the alphabetical letters A, B, C, D, or E.
- (7) "Review" means re-appraisal or re-assessment of an employee's current position classification by the Human Resources Manager upon the request of the employee.

#### Constitution of Classification Appeal Committee:

- (1) There shall be a Committee to be known as the Classification Appeal Committee consisting of not more than three (3) members, including the Chairperson.
- (2) The Committee is hereby empowered to receive, hear, and decide upon any appeal consistent with these procedures.
- (3) The Committee may hold hearings on appeals and may require an appellant to appear before it at any time.
- (4) The Chairperson and two (2) members are required to conduct the business of the Committee.

- (5) The Committee shall be provided with such clerical staff and facilities, e. g. office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Academic).
- (6) One (1) member of the Committee will be appointed by the Employer.
- (7) One (1) member of the Committee will be selected by the Union.
- (8) The Union and the Employer, will jointly select a third member to be Chairperson.

Procedures:

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

- (1) An appeal shall not be submitted to, or entertained by, the Committee:
  - (a) Unless procedures governing a request for review, as set forth in Article 398, have been followed.
  - (b) On any grounds which differ from the grounds upon which a review by the Human Resources Manager has been requested. Where new circumstances are involved, the Human Resources Manager shall be requested to conduct a further review.
- (2) All such appeals shall be submitted to the Committee, in writing, on the form set out in Article 38, within a period of not more than fourteen (14) days after the receipt of notification of the Human Resources Manager's decision upon a request for review.
- (3) A request for appeal shall not be entertained on the grounds:
  - (a) of the inadequacy of the pay scale assigned to the classification.
  - (b) that the scope of duties and responsibilities have been improperly assigned to a position by the Employer.
- (4) The Committee has the right to refuse to receive or hear an appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with the procedures contained herein.
- (5) The Committee may call upon any person, at its discretion, to assist it in the consideration of any appeal which may be submitted to it.
- (6) The appellant who is requested to appear before the Committee may be accompanied by another person of their choice, who may address the Committee on the appellant's behalf.
- (7) The employee shall be allowed time off from the employee's regular duties when required to appear before the Committee. It shall be the responsibility of the employee to obtain the

prior approval of the employee's supervisor before absenting themselves from duty for this purpose.

- (8) The majority opinion of the Committee shall prevail subject only to the provisions of the Memorial University of Newfoundland Act.
- (9) The Committee shall render a decision upon appeals within thirty (30) days of receipt and that decision shall be conveyed, in writing, within five (5) days, over the signature of the Chairperson, to the appellant, to the Human Resources Manager, and to the Department Head concerned for such action as may be appropriate.

SCHEDULE "F"

NUMBER OF WEEKS OF NOTICE

Service	AGE (YEARS)					
	<35	35 - 39	40 - 44	45 - 49	50 - 54	>54
< 6 months	2	4	6	8	10	12
> 6 months - < 1 year	4	6	8	10	12	14
> 1 - < 2 years	7	9	11	13	15	17
> 2 - < 4 years	11	13	15	17	19	21
> 4 - < 6 years	15	17	19	21	23	25
> 6 - < 8 years	19	21	23	25	27	29
> 8 - < 10 years	23	25	27	29	31	33
> 10 - < 12 years	27	29	31	33	35	37
> 12 - < 14 years	31	33	35	37	39	41
> 14 - < 16 years	35	37	39	41	43	45
> 16 - < 18 years	39	41	43	45	47	49
> 18 - < 20 years	43	45	47	49	51	53
> 20 years - 22 years	47	49	51	53	55	57
> 22 years	52	54	56	58	60	62

SCHEDULE "G"

Labrador Benefits Agreement

**ARTICLE 1 - SCOPE**

1.1 This Schedule is applicable to all employees in Labrador represented by the Newfoundland Associate of Public and Private Employees, Local 7405 and the terms of the agreement will be considered to form an integral part of the Collective Agreement.

\* **ARTICLE 2 - LABRADOR ALLOWANCE**

2.1 Labrador Allowance for employees covered by this agreement shall be paid annually in accordance with Appendix "A":

Appendix "A"

Labrador Allowance

	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	April 1, 2009	\$2650	\$5300
	April 1, 2010	\$2750	\$5500
	April 1, 2011	\$2825	\$5650
	April 1, 2012	\$2825	\$5650
<b>GROUP 2</b>	April 1, 2009	\$3070	\$6130
	April 1, 2010	\$3185	\$6360
	April 1, 2011	\$3270	\$6530
	April 1, 2012	\$3270	\$6530
<b>GROUP 3</b>	April 1, 2009	\$3210	\$6395
	April 1, 2010	\$3330	\$6635
	April 1, 2011	\$3420	\$6815
	April 1, 2012	\$3420	\$6815

In the case of a spouse who are both employed by Memorial University of Newfoundland, Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this Article. This allowance shall be paid to an employee on a pro-rated basis in accordance with the employee=s hours of work, excluding overtime, in the previous twelve month period.

**ARTICLE 3 - TRAVEL ALLOWANCE**

3.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and the employee's dependent(s).



	<b>DATE</b>	<b>EMPLOYEE</b>	<b>DEPENDENT</b>
<b>GROUP 1</b>	April 1, 2009	\$825	\$625
	April 1, 2010	\$825	\$625
	April 1, 2011	\$825	\$625
	April 1, 2012	\$875	\$675
<b>GROUP 2</b>	April 1, 2009	\$875	\$675
	April 1, 2010	\$875	\$675
	April 1, 2011	\$875	\$675
	April 1, 2012	\$925	\$725
<b>GROUP 3</b>	April 1, 2009	\$925	\$725
	April 1, 2010	\$925	\$725
	April 1, 2011	\$925	\$725
	April 1, 2012	\$975	\$775

3.2 This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to the employee's hours of work in the previous twelve (12) month period ending March 31<sup>st</sup>, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

3.3 An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 3.2 based on the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.

3.4 For the purpose of calculating this benefit the following leaves shall be considered as hours of work:

- (a) Maternity Leave/Parental Leave/Adoption Leave
- (b) Injury-on-Duty/Workers= Compensation Leave
- (c) Paid Leaves
- (d) Any other period of unpaid leave for which the employee is eligible to accrue service.

3.5 The provisions of 3.4 will not apply when the employee would otherwise have been laid off.

3.6 The provision of 3.4 (d) will apply only to employees who have worked or have been credited with hours of work under 3.4 (a) (b) or (c) for a period of 20 days in the aggregate in the qualifying period.

\* 3.7 In the case of a spouse who are both employed by Memorial University of Newfoundland, Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

#### **ARTICLE 4 - LEAVE**

- 4.1 Permanent employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been interruptions to a transportation service occurring at the last departure point directly to Labrador.

#### **ARTICLE 5 - PROTECTIVE CLOTHING**

- 5.1 Protective clothing will be provided in accordance with the specific provisions of the Collective Agreement.

#### **ARTICLE 6 - RELOCATION EXPENSES**

- 6.1 Relocation expenses will be provided in accordance with the specific provisions of the Collective Agreement.

#### **ARTICLE 7 - EXISTING GREATER BENEFITS**

- 7.1 No provision of this Schedule shall have the effect of reducing any benefit for any employee which exists in the Collective Agreement outlined in Article 1.

#### **ARTICLE 8 - DEFINITIONS**

- 8.1 "Dependent" - for the purpose of this Schedule, dependent means a spouse, whether of the same or opposite gender, or children under age eighteen (18) years of age, or twenty four (24) years of age if the child is in full-time attendance at a school or post secondary institution.

**“Appendix A”**

**COMMUNITY GROUPING**

**GROUP 1**

Happy Valley/Goose Bay  
North West River  
Sheshatshiu  
Wabush  
Labrador City  
Churchill Falls

**GROUP 2**

Red Bay  
L’Anse au Loup  
L’Anse au Clair  
Forteau  
Pinware  
West St. Modeste  
Mud Lake  
Cartwright  
Mary’s Harbour  
Port Hope Simpson  
St. Lewis  
Charlottetown  
Lodge Bay  
Paradise River

**GROUP 3**

Rigolet  
William’s Harbour  
Norman’s Bay  
Black Tickle  
Pinsent’s Arm  
Makkovik  
Postville  
Hopedale  
Davis Inlet/Natuashish  
Nain