



COLLECTIVE AGREEMENT

Between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1615

On Behalf of Administrative, Instructional, Technical, and  
Technical Support Personnel

April 1, 2016

to

March 31, 2020

## EXECUTIVE

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## TABLE OF CONTENTS

<u>Article</u>		Page
1.	Preamble	1
2.	Definitions	1
3.	Management Rights	2
4.	Employee Rights	3
5.	Recognition	3
6.	No Discrimination	4
7.	Union Security and Dues Checkoff	4
8.	Wellness Program	5
9.	Joint Union Management Committee	5
10.	Labour Management Relations	6
11.	Regulations	6
12.	Adjustment of Grievances	7
13.	Arbitration	8
14.	Discipline, Suspension, and Discharge	10
15.	Personal Files	12
16.	Strikes and Lockouts	12
17.	Access and Shop Stewards	13
18.	Time off for Union Business	13
19.	Seniority	14
20.	Job Posting	17
21.	Appointments and Staff Changes	18
22.	Resignations and Terminations	21
23.	Severance Pay	22
24.	Hours of Work	24
25.	Shift Premium and Stand By Pay	25
26.	Overtime	26
27.	Call Back	27
28.	University Holidays	27
29.	Annual Vacation	28
30.	Sick Leave	30
31.	Other Leaves	31
32.	Temporary Assignment	38
33.	Travel and Moving Expenses	40
34.	Professional Development and Training	42
35.	Absence from the University	43
36.	Medical Examinations	43
37.	Future Legislation	43
38.	Protective Clothing	44
39.	Job Evaluation	44
40.	Pensions & Benefits	46
41.	Labrador Allowance	49
42.	Injury on Duty	49

43.	Health and Safety	49	
44.	Revision by Mutual Consent	51	
45.	Personal and Sexual Harassment	51	
46.	Closure of the University	52	
47.	Technological Change	52	
48.	Daycare	53	
49.	Contracting Out	53	
50.	General Conditions	54	
51.	Contractuals	54	
52.	Duration of Agreement	55	
	Appendix A - 1	Composition of Bargaining Unit	57
	Appendix A - 2	Classifications	62
	Appendix A - 3	CUPE Discussion List	67
	Appendix B - 1	Salaries	72
	Appendix B - 2	Salary Scales	73
	Appendix C - 1	Letters of Intent	76
	Appendix C - 2	Memoranda of Understanding	90
	Appendix D	Educational Courses	97
	Appendix E	Labrador Benefits	101
	Appendix F	Deferred Salary Leave Plan	105
	Appendix G	Job Evaluation Appeals	108
	Appendix H	Waiver of Union Representation	110

## **ARTICLE 1 - PREAMBLE**

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

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

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

## **ARTICLE 2 - DEFINITIONS**

2.01 For the purpose of this Agreement:

- (a) "Bargaining Unit" shall mean the Bargaining Unit recognized in Appendix A of this Agreement.
- (b) "Board" shall mean the Board of Regents of the University.
- (c) "Day" shall mean a working day unless otherwise stipulated in this Agreement.
- (d) "Employee" shall mean a person who is employed in a position included in the bargaining unit, as defined by Appendix "A" on a contractual, part-time, permanent, or sessional basis.
  - (i) "Contractual Employee"<sup>ii</sup> shall mean an employee who is employed in a post which has not been established as a permanent post in the University for the purpose of performing certain specified work and whose terms of employment are specifically stated in the employee's letter of appointment.
  - (ii) <sup>ii</sup> "Part-time Employee" shall mean a person who ordinarily works less than the full time hours of work prescribed in Article 24 - Hours of Work

- (iii) "Permanent Employee" shall mean an employee who has completed the probationary period and is employed without reference to any specific date of termination of service.
- (iv) "Sessional Employee" shall mean an employee of the University who as part of normal employment may be temporarily laid off between semesters and who may be laid off for periods of up to twenty-two (22) continuous weeks or less.
- (e) "Employer" shall mean the Memorial University of Newfoundland.
- (f) "Layoff" shall mean a temporary cessation of employment of an employee because of lack of work or because of the abolition of a post.
- (g) "Month of Service" shall mean a calendar month in which an employee is in receipt of full salary for the prescribed number of regular working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay for twenty (20) days or less but does not include an employee who is on Long Term Disability as provided for under Article 30, Clause 30.02 (Sick Leave).
- (h) "Probationary Employee" shall mean an employee who is employed but who has worked less than the prescribed probationary period.
- (i) "President" shall mean the President of the University, a delegated representative, or any officer of the University authorized to act in the President's absence.
- (j) "Spouse" shall mean a person who is either married to an employee, or although not legally married to an employee, has cohabitated with the employee in a conjugal relationship for at least twelve (12) months.
- (k) "Union" shall mean the Canadian Union of Public Employees, Local 1615.
- (l) When a word in the singular number or any gender is used in this Agreement, it shall be construed as if the plural number or other gender has been used and vice-versa where the context requires.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 All functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being vested in the Employer. The question of whether any of these rights is limited by this Agreement may be decided through the grievance and arbitration procedures. The Employer shall not exercise its rights to direct the working

forces in a discriminatory manner and shall exercise such rights, powers and authority in a fair, equitable and reasonable manner.

#### **ARTICLE 4 - EMPLOYEE RIGHTS**

- 4.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.
- 4.02 At the employee's request, the employee shall be entitled to union representation at meetings with the Employer on all matters pertaining to employer-employee relations.
- 4.03 No employee shall be permitted or required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 4.04 Employees who do not wish to have Union representation at a meeting will be required to sign a waiver form waiving this right as attached in Appendix H.

#### **ARTICLE 5 - RECOGNITION**

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

- (b) The University will also ensure that students, faculty and excluded personnel will not be utilized to fill vacated union positions.
- (c) Both parties recognize the University's role in the community and its responsibility to the students it serves. The parties further recognize that the provision of employment for students is in the interest of the entire University community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members.

#### **ARTICLE 6 - NO DISCRIMINATION**

6.01 The parties agree that there shall be no discrimination exercised, whatsoever, by either party, in the execution of this collective agreement.

#### **ARTICLE 7 - UNION SECURITY AND DUES CHECKOFF**

7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Checkoff.

7.02 The Employer agrees to honour a written assignment of dues to the Union certified as the bargaining agent and, unless the assignment is revoked in writing, delivered to the employer, the money so deducted shall be forwarded to the Treasurer of the Union, biweekly. The Employer will forward to the Union, each pay period, a deduction report identifying the following:

- Employee ID
- Activity status
- Name
- Number of hours worked
- Department
- Job class and title
- Current, year to date, and initiation fee deduction

The cheque is directly deposited to the Union's bank account.

7.03 All employees who are at the date of signing of this Agreement, or who become members of the Union, shall remain members during the term of this Agreement.

7.04 All employees not members of the Union coming within the Bargaining Unit will, as a condition of employment, pay the monthly dues of the Union upon hiring.

7.05 All new employees coming within the Bargaining Unit shall, from their date of hire, become and remain members of the Union.

\* 7.06 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The Shop Steward or representative will provide the new employee with a copy of the Collective Agreement.

In order to facilitate this interviewing opportunity the Employer shall provide a list of all new Union members, along with department and contact information, on a quarterly basis to the Union.

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

7.08 The Employer agrees to forward to the Secretary/Treasurer of the Union, a listing of employees who are on training status. Such listing will be updated semi-annually.

7.09 The Employer shall continue to provide the current office space to CUPE Local 1615 at no cost to the Union.

7.10 The Union shall be provided upon request, twice during a calendar year, a list of its members along with the employees' personal information in electronic format.

## **ARTICLE 8 - WELLNESS PROGRAM**

8.01 Both parties acknowledge the benefits of an effective wellness program. All employees are encouraged to participate in activities supported by Memorial's wellness program and where operational requirements permit, departments are asked to facilitate access by providing flexibility in work schedules.

## **ARTICLE 9 - JOINT UNION MANAGEMENT COMMITTEE**

9.01 A Joint Union Management Committee of not more than eight (8) persons composed of an equal number of representatives of the University and representatives of the Bargaining Unit shall be established in the University. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations. Terms

of reference shall include such things as safety and working conditions, local rules and regulations, efficiency and productivity, pay periods, Benefit Plans, and Workers' Compensation.

- \* 9.02 The Employer shall be duly notified, in writing, as to the names of the Union's committee members.
- \* 9.03 The Committee shall meet if and when the need arises but in any event, every four (4) months. Representatives of the Bargaining Unit on the above mentioned Committee shall not suffer a loss of pay as a result of attending meetings of this Committee held during working hours.
- 9.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 9.05 The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.06 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons and distributed to the members of the Committee within five (5) days of the close of the meeting.

## **ARTICLE 10 - LABOUR MANAGEMENT RELATIONS**

- 10.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 10.02 The Union shall have the right at any time to have the assistance of its representatives when dealing or negotiating with the Employer.
- \* 10.03 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources and/or designate and the Local Union President and/or designate.

## **ARTICLE 11 - REGULATIONS**

- 11.01 All regulations concerning employees in the Bargaining Unit shall be supplied to the Union when promulgated and shall be posted on the bulletin Board.

\* **ARTICLE 12 - ADJUSTMENT OF GRIEVANCES**

- 12.01 Should a dispute arise between the Union or an employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 12.02 When a dispute involving discharge, layoff, recall, or a question of general application or interpretation occurs, the Union and the Employer shall have the right to originate a grievance and Step 1 of this Article may be bypassed by mutual agreement.
- 12.03 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.
- 12.04 Grievances shall be resolved with the following procedures:

An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by a representative Shop Steward. The Supervisor shall answer verbally within three (3) working days. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.

Step 1: The employee shall discuss the complaint with the Shop Steward. If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within fourteen (14) working days after the occurrence of the grievance or the employee becoming aware of the occurrence of the grievance submit the grievance in writing to the employee's Department Head and a copy forwarded to the Associate Director of Employee Relations. An earnest effort shall be made by all parties to settle the grievance at Step 1; a meeting will be scheduled where required with the parties involved. The Department Head shall render a decision in writing within ten (10) working days of receipt of the grievance.

Step 2: If the decision rendered at Step 1 is unsatisfactory, the grievance may be submitted in writing within seven (7) working days of the receipt of the Department Head's response, to the Associate Director of Employee Relations and/or designate. The Associate Director of Employee Relations and/or designate shall render a decision in writing following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance.

Step 3: Failing a satisfactory settlement being reached, as provided in Step 2, either party to the Agreement may within seventeen (17) working days of the receipt of the response at Step 2 refer the dispute to arbitration. Either party may, after a dispute has been referred to arbitration, advise the other party of its desire to have the dispute mediated. Mediation shall only be utilized upon mutual agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration.

12.05 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.

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

\* 12.07 Responses to grievances at all levels shall be forwarded to the Shop Steward filing the grievance, the grievor(s) and the Local Union President.

12.08 A Shop Steward or other employee who is a member of the Grievance Committee referred to under Step 1 or Step 2 of Article 12, or the griever, or an employee who is subpoenaed by either party as a witness in an arbitration hearing, shall not suffer any loss of pay or any time lost in processing complaints or attending grievance meetings, mediation or arbitration hearings. However, such an employee shall not leave the employee's regular duties to discuss any business in respect of a grievance without first obtaining permission from the employee's Department Head. The employee shall notify the employee's immediate supervisor when returning to duty.

### **ARTICLE 13 -ARBITRATION**

13.01 Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability. The Board of Arbitration shall have the power to modify disciplinary measures imposed by the Employer, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.

13.02 The party requesting arbitration must set forth in writing the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.

- 13.03 Within seven (7) days of receipt of the said notice of arbitration, each party shall notify the other in writing of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador to appoint a representative on behalf of the defaulting party.
- 13.04 The two (2) arbitrators so appointed shall within ten (10) days of the appointment of the latter appoint a third arbitrator who shall be Chairperson. The three (3) parties thus appointed shall constitute the Arbitration Board. In the event that the two (2) representatives of the parties to the Agreement fail to agree on the appointment of a Chairperson within the aforementioned ten (10) days, the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.
- 13.05 Within a reasonable time, not to exceed forty (40) days following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. A copy of the Board's decision shall be immediately given to both parties to the dispute and this decision shall be binding on both parties as provided for in Section 23 of The Labour Relations Act, SN, 1977, C. 64.
- 13.06 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.
- 13.07 The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Union. Each party shall bear the expense of its nominee on the Arbitration Board.
- 13.08 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 13.09 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event, the foregoing provisions of the Article shall apply equally to a single arbitrator when reference is made to an Arbitration Board.
- 13.10 Notwithstanding any other provisions of this Article, the parties may mutually agree to utilize any of the various forms of Alternate Dispute Resolution to expeditiously settle disputes which have gone through the grievance procedure and have been referred to Arbitration. Some of these alternatives are Mediation

/Arbitration, Modified or Expedited Arbitration and Mediation. If Expedited Arbitration is selected it will be in accordance with the procedure set out in Article 13.11.

13.11 Expedited Arbitration

Subject to the agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 13 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.
- (b) The parties will present argument/rebuttal based on:
  - issue(s)
  - applicable provisions of the Collective Agreement
  - general principle of arbitration case law which is applicable
  - relevant arbitration awards / legislation / texts if applicable, and how they apply
  - remedies requested.
- (c) The party bearing the onus of proof will proceed first and rebut if necessary.
- (d) The parties by mutual agreement will decide whether or not to call witnesses or submit evidence.
- (e) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case.
- (f) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review.
- (g) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

**ARTICLE 14- DISCIPLINE, SUSPENSION, AND DISCHARGE**

14.01 The Employer shall have the right to discipline, suspend, or discharge an employee for just and sufficient cause. Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. In the event the Employer initiates a disciplinary action against an employee, the following procedures shall be followed:

- (a) When disciplinary action is taken against an employee, the employee shall, within three (3) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
- (b) Where an employee claims to have been unjustly dealt with, the employee shall have the right to be heard in accordance with the procedure for adjustment of grievances as set out in Article 12.
- (c) Where cause for discipline, suspension or discharge is alleged to exist, the employee may be suspended during an investigation and shall be notified in writing by the Director of Human Resources and/or designate of the decision and the cause. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from the employee's place of employment, it shall be with pay.
- (d) Where the decision is for discharge, the matter may be taken up at Step 2 of the Grievance Procedure.

14.02 A probationary employee shall have recourse to the grievance procedure with the exception that the termination of a probationary employee is not subject to the grievance procedure other than on the grounds of discrimination or bad faith. The probationary employee shall be given at least two (2) weeks' notice of termination or payment in lieu of such notice.

- 14.03
- (a) The University shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee's duties provided that the University is satisfied that: the employee performed duties required by the University; the employee acted within the scope of the employee's employment; and, that the employee did not engage in willful misconduct.
  - (b) When employees are engaged in official activities that take them away from their usual work locations, and if an incident occurs that involves any kind of injury to students, colleagues, or other persons, the University shall fully indemnify and save harmless employees from all loss, cost, expense, judgment or damage on account of any injury or damage to students, colleagues, or other persons which might occur as the result of such off-campus work. Memorial University must maintain adequate insurance to meet such liability.

Any liabilities not covered by the Comprehensive General Liability Insurance shall be assumed by the University.

14.04 At any stage of the Discipline, Suspension or Discharge procedure an employee shall have the right of union representation in any meeting with the Employer.

Should an employee waive their right to union representation, he/she shall sign a "Waiver of Representation" form as attached in Appendix H.

## **ARTICLE 15 - PERSONNEL FILES**

- \* 15.01 Copies of documents placed on an employee's personnel file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee by registered mail or by hand. Copies of such documents shall also be supplied concurrently to the Local Union President who shall hold such in the strictest confidence. The employee shall acknowledge receiving such documents by signing the file copy. Employees shall have the right to respond in writing to any documents placed in their file and their response shall also form part of their personnel file.
- 15.02 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- \* 15.03 When an employee has a grievance, those copies referred to in Clause 15.01 and retained in the personnel file will be made available to the employee.
- \* 15.04 An employee shall have, on giving reasonable notice, access to the employee's personnel file.
- \* 15.05 Copies of documents in an employee's personnel file may be made available to the employee, on request.
- \* 15.06 There shall be only one (1) recognized personnel file and that file will be the one (1) maintained by the Department of Human Resources.
- 15.07 This file, referred to in Clause 15.06, shall not contain any anonymous material. Employees have the right to challenge any document found in the employee's file.

## **ARTICLE 16 - STRIKES & LOCKOUTS**

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

## **ARTICLE 17 -ACCESS AND SHOP STEWARDS**

- 17.01 The Employer agrees that access to its premises shall be allowed to persons employed full-time by the Union and Shop Stewards for the purpose of interviewing an employee, and such interviews shall not interfere with the operation of the department concerned.
- \* 17.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Department Head or designate. Such permission shall not be unreasonably withheld, and such meeting shall not interfere with the operation of the department concerned.
- 17.03 The Employer agrees to recognize Shop Stewards appointed by the Union.
- 17.04 The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The Employer shall advise the Union of the names of all Department Heads as soon as possible after their appointment.
- 17.05 Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time is required by the Shop Steward during working hours, the Steward shall request such time off from the Steward's immediate supervisor. Such time off shall not be unreasonably withheld.

## **ARTICLE 18 -TIME OFF FOR UNION BUSINESS**

- \* 18.01 With the approval in writing of the Director of Human Resources and/or designate and where the operational requirements permit, time off without loss of pay, benefits, and seniority, not to exceed two hundred (200) person days over two years, in total will be granted, provided there is no cost to the Employer.
- \* 18.02 (a) Time off without loss of pay, benefits, and seniority will be granted, to employees who are members of the Negotiating Committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a maximum of seven (7), inclusive of the representatives of the Grenfell Campus.
- (b) The Union shall provide as much notice to the Employer as is reasonably possible of the names of the members of the Union negotiating committee.
- \* 18.03 Leave without pay up to two (2) years, subject to renewal, shall be granted, upon application to the Board, to an employee upon being appointed or elected to a full-time office in the Canadian Union of Public Employees or its affiliates, including the Local Union President.

## ARTICLE 19 • SENIORITY

- \* 19.01 Seniority for members of the Bargaining Unit, shall be defined as length of service in the Bargaining Unit and shall date from the most recent entry into a Bargaining Unit position.

Seniority shall operate on a bargaining unit wide basis.

- 19.02 The seniority of an employee shall be lost and all rights forfeited and there shall be no obligation to rehire when the employee:
- (a) resigns or otherwise terminates the employee's services by voluntary act and does not withdraw the resignation within two (2) working days of its submission;
  - (b) is discharged for just and reasonable cause and is not reinstated;
  - (c) fails to return to work upon expiration of leave of absence;
  - (d) is absent without leave for three (3) working days without notification to the Employer; when such notification is reasonably possible;
  - (e) is laid off for a period of twenty-four (24) months or more (it shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address for recall purposes);
  - (f) is not re-employed within twenty-four (24) months after the employee's last contract of employment lapsed.

- \* 19.03 (a) The Employer shall maintain a seniority list of permanent (including sessional) and contractual employees showing the date upon which each employee's service commenced.

\* (b) When applying the seniority provision of the Collective Agreement, the procedure used to determine preference where seniority entitlements are equal shall be achieved through a random draw by drawing names out of a hat. This procedure shall be witnessed by the local president or designate. Any affected individuals, who wish to do so, shall have the right to witness the procedure.

- (c) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year, such list to be correct to January 1<sup>st</sup> and July 1<sup>st</sup> of that year. Any objections must be filed with the

Employer in writing within thirty (30) days of posting. After that period, the Seniority List shall be deemed as correct, until next posted.

19.04 After completion of the probationary period, seniority shall be effective from the original date of employment.

\* 19.05 Except as provided under Article 22 (Resignations and Terminations) no employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

19.06 Role of Seniority in Layoffs

(a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those being retained have sufficient qualifications to perform the work required.

(b) Subject to Clause 19.07, contractual employees within a classification within a department shall be laid off before any permanent employees within the classification within the department are laid off provided that the permanent employees retained have sufficient qualifications to perform the work required.

19.07 (a) Subject to 19.07(d) for layoff purposes there shall be two (2) distinct groups of employees as follows:

- (i) Permanent (including sessional employees)
- (ii) Contractual employees.

(b) Permanent employees shall be entitled to displace any permanent or contractual employee in the following manner:

(i) A permanent employee affected by a lay-off shall displace any permanent or contractual employee in the same or lower band level who has less seniority, provided the employee has the qualifications and capability to perform the work required. The displaced permanent employee may displace any employee with less seniority at the same or lower band level than that of the displaced employee in accordance with this Article provided the employee has the qualifications and capability to perform the work required.

(ii) Contractual employees shall be entitled to displace only contractual employees in the following manner:

A contractual employee affected by a lay-off or bumping shall displace any contractual employee in the same or lower band level

who has less seniority, provided the contractual employee has the qualifications and capability to perform the work required. The displaced contractual employee may displace any contractual employee with less seniority in the same or lower band level than that of the displaced contractual employee provided the contractual employee has the qualifications and capability to perform the work required.

- (c) The original employee affected and each subsequent employee shall exercise the right to displace an employee within ten (10) days of being given notice of layoff. The time limit may be extended by mutual agreement.
- (d) For periods of temporary layoff of twenty-two (22) weeks or less, sessional employees shall be laid off in reverse order of seniority within a classification without the right to bump or displace any other employee. If the layoff extends beyond twenty-two (22) weeks, a sessional employee shall reactivate full layoff and bumping rights in accordance with the preceding provisions of this clause.

19.08 Permanent Full-Time, Permanent Part-Time and Sessional employees on layoff shall be recalled in the order of seniority, provided that the employees being recalled have sufficient qualifications to perform the work required.

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

19.10 Permanent employees who have received notice of layoff and who are placed into or appointed to or bump into a contractual position shall retain full layoff and bumping rights as a permanent employee in accordance with this Article upon discontinuation of the contractual position.

19.11 Seniority shall accumulate during any leave with pay or any approved leave without pay, temporary appointment to a position outside the bargaining unit, including secondment to another employer, and during periods of Long Term Disability. (There shall be retroactive credit.)

19.12 Layoff Notice and Employee Option on Layoff

A permanent employee who has been affected by a layoff shall be eligible, after twenty-four (24) months, for all the severance benefits outlined in Article 22.03, including three (3) months pay in lieu of notice.

19.13 An employee who has been displaced as a result of layoff or bumping and who bumps to a position with a lower band level than the employee's existing position

and is subsequently laid off or displaced shall retain the right to bump from the band level at which the employee was originally laid off or bumped.

\* **ARTICLE 20 - JOB POSTING**

20.01 (a) When a vacancy or new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the position in accessible places on the Employer's premises. Such notices shall contain all pertinent information and shall be posted for a minimum of five (5) days. Applicants from within the Bargaining Unit, including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four (24) months will be considered and a decision made before advertising outside the University.

(b) Notwithstanding the above, simultaneous advertising inside and outside the University may be utilized by the mutual consent of the parties.

(c) Contractual Employees who leave a Bargaining Unit position prior to the contract end date but remain employed with the University shall retain the right to apply for bargaining unit positions for twenty four (24) months and will be considered and a decision made before applicants from outside the bargaining unit are considered.

(d) Notwithstanding the above, the Employer may simultaneously advertise inside and outside the University under the following conditions:

- where an identified position has been advertised within the University in the last three (3) months without an internal union applicant meeting the minimum qualifications, and
- for specific skill set positions where there is a limited availability of qualified individuals, and
- where there has been a demonstrated difficulty in filling positions in the past,
- where the position is classified at Band Level 1.

When simultaneously advertising inside and outside the University the Employer shall:

- advise the Union of all positions that are simultaneously advertised,
- Screen all Union applicants before outside applications are opened,
- Not share information concerning external applicants with the departments concerned until all internal applicants have been processed,

e) Copies of all job postings shall be available to the Union.

- 20.02 Such notices shall contain information consistent with the classification specification.
- 20.03 The Employer will acknowledge in writing receipt of applications for all job vacancies within ten (10) days.
- 20.04 The Employer may consider applicants from a previous internal competition for a position with the same job title and qualifications. Such position must be within the same unit as the former posting and must occur within three (3) months of the original competition closing date.

The original posting must contain the following notation: "This competition may be used to fill identical positions in this unit within three (3) months of the closing date".

Should the Employer not fill the subsequent vacancy in the above noted manner then the position shall be posted as per the provisions of Article 20 "Job Postings" of the collective agreement.

## **ARTICLE 21 - APPOINTMENTS AND STAFF CHANGES**

- 21.01 (a) All appointments of newly hired permanent and sessional employees shall be probationary for a period of six (6) months.
- (b) All appointments of newly hired contractual employees shall be probationary for a period of six (6) months if employed in the same position for the six (6) month period or nine (9) working months if employed in more than one (1) position but not to exceed twelve (12) months from date of hire.
- .. (c) The probationary period for contractual employees in the CUPE 1615 bargaining unit moving to a permanent or sessional position shall be six (6) months except as follows:
  - (i) When a contractual employee is appointed to a permanent or sessional position that he/she currently occupies for a period of six (6) months or more, the employee will not be required to serve a probationary period, but shall be confirmed on appointment.
  - (ii) A contractual employee with more than twelve (12) months of service who is successful in a job competition for a permanent or sessional position in a different department or classification shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 21 :07 (a).

- (iii) A contractual employee who is confirmed as permanent in accordance with Article 51.02 shall not be required to serve a probationary period.
- 21.02 Each employee shall be notified in writing at least two (2) weeks before expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.
- 21.03 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.
- \* 21.04 Every appointment and confirmation shall be in writing addressed to the appointee.
- 21.05 Both parties recognize:
  - (a) the principle of promotion within the service of the Employer;
  - (b) that job opportunities should increase in proportion to length of service.
- 21.06 Subject to Clauses 19.02 and 21.09, candidates for a position will be assessed on the basis of the qualifications and capabilities required for the position and where the candidates are determined to be relatively equal, seniority shall be the governing factor in determining promotions, filling posted job vacancies, and determining order of layoff or rehire for permanent, sessional and contractual employees.
- 21.07
  - (a) A successful applicant for promotion or transfer shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by the mutual consent of the Employer and the Union. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.
  - (b) In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the new job classification, or the position proves unsatisfactory during the trial period, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.
  - (c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.
  - (d) A permanent employee who is promoted or transferred to a contractual position, within the bargaining unit, shall retain their permanent status and

shall revert to the employee's former position and applicable pay rate at the end of the contractual period. If the employee's former position has been declared redundant, upon expiry of the contractual position, the employee may exercise bumping rights to retain a permanent position.

- 21.08 Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.
- 21.09 An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.
- 21.10 An employee who, through advancing years, is unable to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.
- \* 21.11 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the Bargaining Unit and to the local president or designate.
- 21.12 Upon promotion to a position carrying a higher salary scale, the rate of pay of an employee shall be established at the nearest step on the employee's new salary scale which exceeds the existing rate by not less than five percent (5%) but not to exceed the maximum of the employee's new salary scale.
- 21.13 Upon request, an unsuccessful applicant for a position will be entitled to a meeting to discuss the reasons why the employee was unsuccessful in the job competition. This meeting shall be attended by, at least, one (1) of the Departmental interviewers involved in the decision. Every effort shall be made to convene a meeting within ten (10) working days of the receipt of the decision.
- \* 21.14 Voluntary Demotion
- The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range that does not exceed the employee's existing rate. If the employee's existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step and if the employee's existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the new pay range. For this clause to apply an employee must have been actively working in the position for a period of one year or greater.

## 21.15 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability shall be established at a point on the new scale which does not exceed the employee's existing rate.

If the employee's existing rate falls between two steps on the new pay range, the employee shall continue to receive their existing rate until the step progression date next following the involuntary demotion. At the step progression date next following the involuntary demotion, the employee's salary will be increased to a step on the new salary scale consistent with the step progression policy, with the advancement on the scale occurring from the lower of the two steps.

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

21.16 • Notwithstanding other provisions of Article 21, a contractual employee whose contract has expired within three months and is reappointed within the period of three months:

- (a) where the new contract Band Level is consistent with the previous contract then the employee will be appointed to the step at which compensated at the end of the previous contract,
- (b) shall retain any service from the previous contract towards step progression on new contract,
- (c) where the new contract Band Level is higher than the previous contract then the employee will be appointed in accordance with Clause 21.12,
- (c) where Clause 21.16 (c) has been applied and the employee is subsequently reappointed to a contract of lower Band Level then the employee shall not be advantaged or disadvantaged and placed on the salary scale as if the interim contract had not taken place.

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

22.01 An employee is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not in any case be less than two (2) weeks.

22.02 If an employee leaves the employment of the University without proper notice of termination, as provided for by these rules or during the period of such notice, the

employee's salary shall cease as from the date on which the employee last performed the employee's duties at the University.

22.03 Subject to Article 19 (Seniority) the appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a Department or Section, or change in Departmental or University structure, which negates the function of the employee's appointment or involves an adjustment in employees performing such functions. The University agrees to consult the Union prior to taking such action. In the case of such terminations, every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given three (3) months' notice of such action. Where the appointment of an employee is terminated under this Clause, the employee shall receive a severance grant of:

- (1) In the case of an employee with at least one (1) year's continuous service but not in excess of five (5) years' continuous service - two (2) days' pay for each year of service.
- (2) In the case of an employee with continuous service in excess of five (5) years but not in excess of ten (10) years' continuous service - five (5) days' pay for each year of service.
- (3) In the case of an employee with continuous service in excess of ten (10) years--seven (7) days' pay for each year of service.

Fractions of a year of service shall be computed to the nearest 1/2 day of severance grant.

22.04 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service and shall be counted as service in determining whether or not the employee has achieved the threshold defined in Article 22.03 (1), (2) or (3); Periods of Long Term Disability or authorized leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service in the calculation of the severance grant. Periods of layoff shall not be counted as service in the calculation of the severance grant nor shall it interrupt the accumulation of service accrued to that point, or in determining the threshold.

\* **ARTICLE 23 - SEVERANCE PAY**

23.01 (a) 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.

(b) Sessional employees shall be eligible for severance pay provided they have accumulated not less than one (1) year of actual service immediately prior to the effective date of this Article. Such employees will 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.

(c) A contractual employee with not less than one (1) year of continuous service with the University immediately prior to the effective date of this Article, is entitled to be paid severance pay equal to five (5) days' pay for each year of service up to a maximum of one hundred (100) days' pay.

23.02 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay, as provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service, but the periods of Long Term Disability or other periods of authorized leave without pay shall not be counted as service in the calculation of severance pay. Maternity, paternity and adoption leave of up to seventy-eight (78) weeks shall be counted as service in the calculation of the severance payment.

23.03 The maximum severance pay which an employee shall be paid for their total period of employment with the University shall not exceed one hundred (100) day's pay.

23.04 The effective date of this Article shall be June 30, 2019. Notwithstanding that employees may elect which quarter of the 2019/20/21 fiscal year to receive their severance entitlement, the rate of pay, service for severance entitlement and position used shall be that on June 30, 2019. Where an employee is on Long Term Disability or an approved leave of absence, the position and rate of pay at the date of Long Term Disability or date of leave of absence shall be used.

23.05 The fiscal year commencing April 2019 shall be divided into four (4) quarters:

Quarter 1 - October 1, 2019 to December 31, 2019  
Quarter 2 - January 1, 2020 to March 31, 2020  
Quarter 3 - April 1, 2020 to June 30, 2020  
Quarter 4 - July 1, 2020 to September 30, 2020

23.06 An employee shall notify the University in writing and no later than September 6, 2019 in which quarter they wish to receive their severance entitlement. Furthermore, the employee shall indicate in their written notification if he/she wishes to have all or a portion of his/her severance entitlement rolled into an RRSP. Transfers to an RRSP are subject to the rules and regulations set out by

the Canada Revenue Agency. Where an employee fails to indicate their desire to transfer to an RRSP, they shall receive their full severance entitlement as a lump sum cash payment, subject to the normal statutory deductions. The University will use its best efforts to accommodate payment in the quarter chosen by the employee.

- 23.07 Effective June 30, 2019, there shall be no further accumulation of seivice for severance pay purposes.
- 23.08 An employee who qualifies for severance in accordance with Article 23.01 and has been adversely impacted by a redundancy between April 1, 2016 and June 30, 2019, shall have their severance payout protected at their highest rate of pay.

#### **ARTICLE 24 - HOURS OF WORK**

- 24.01 The standard work week shall be from 00:01 Monday to the following Sunday at 24:00 hours.
- 24.02 Except as provided in 24:07 (a) the scheduled work day and work week for Administrative, Instructional, Technical, and Technical Support Personnel shall be seven hours per day and thirty-five (35) hours per week exclusive of lunch periods.
- 24.03 The principle of "Averaging"<sup>1</sup> daily hours over a work week may be applied where the averaging of hours is part of the employee's regular work schedule.
- 24.04 It is the intention of the Employer that the current working schedules will be maintained. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Union on such hours of work; and in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the University.
- 24.05 (a) Each employee shall be allowed one twenty (20) minute break during the first half of each shift at a time scheduled by the Department Head.
- (b) Where a regular posted shift exceeds seven hours any employee so scheduled shall be entitled to a second twenty minute rest period.
- 24.06 Employees shall not be required to layoff during regular hours to equalize overtime.
- 24.07 (a) Summer hours for all Administrative, Instructional, Technical and Technical Support Personnel shall be 32 1/2 hours. Summer hours shall commence on the first Monday of June in each year and continue for thirteen (13)

weeks. Time worked in excess of 6 2 hours per day or 32 1/2 hours per week during this period shall be considered overtime and payment will be made in accordance with the overtime rates set out in Article 26.

- (b) In the case of flexible work schedules, overtime will only be paid for time worked in excess of 32 1/2 hours per week.
- (c)
  - (i) When an employee takes the whole day off it will be recorded as seven (7) hours (i.e. 9 - 5 p.m. - actual hours paid)
  - (ii) When an employee takes the whole afternoon off, it will be recorded to include the half hour paid, but not worked, during the summer (i.e. 2 - 4:30 p.m. will be recorded as three hours)
  - (iii) When an employee takes less than the whole afternoon, it will be recorded as actual hours absent from work, excluding the half hour paid but not worked (i.e. 3 - 4:30 p.m. will be recorded as 1 1/2 hours).
- (d) For Flexible work schedules, employees who take a full day or an afternoon off will be charged for the half hour paid but not worked.

## **ARTICLE 25 - SHIFT PREMIUM AND STAND BY PAY**

### **25.01 Shift Premium**

- (a) Shift differential  
A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day, provided that the shift includes hours after 1800 hours.
- (b) Saturday and Sunday Differential  
A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.
- (c) If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

25.02 When an employee is required by the Department Head or designated representative to work through the employee's regular meal break or is required to work beyond the employee's normal shift, the following will apply:

- (i) The meal break will be rescheduled as soon as practical to the employee's normal meal break; or
- (ii) in the event that this is not practical, then the employee will be provided with a meal.

25.03 Stand-By Pay

- (i) An employee required to perform standby duty shall be paid twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.
- (ii) When a standby is required on a statutory holiday, the rate of compensation shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.
- (iii) The above provisions of 25.03 i) and 25.03 ii) shall apply only to the Technical Services - Biomedical Division, and any other Department by the mutual agreement of the parties.

No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.

**ARTICLE 26 - OVERTIME**

- \* 26.01 The provisions of this Article shall apply to all employees in the Bargaining Unit except Video Producer/Directors and Student Affairs Officers.
- 26.02 When an employee is required to work in excess of thirty-five (35) hours per week, the employee shall receive overtime pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or the employee may, upon request, receive compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour worked in excess of thirty-five (35) hours per week.
- 26.03 Where it is agreed to grant time off under Article 26.02, the Department Head will endeavour to grant time off at a time suitable to the employee; however, if such time off is not granted within two (2) months, the employee will receive pay at the applicable rate.
- 26.04 An employee's regular hourly rate shall be calculated by dividing the employee's annual salary by 1820.
- 26.05 All overtime shall be authorized by the Employer and scheduled by the Department Head.

- 26.06 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- 26.07 Where possible, overtime and callback time shall be distributed as evenly as practical among employees, first from the same classification in the same division/department, who are willing and qualified to perform the required work.

**ARTICLE 27 - CALL BACK**

- 27.01 Subject to Clause 27.02, when an employee is called back and reports for work after the employee has left their place of work, and such recall has not been scheduled in advance, the employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate.
- 27.02 Where an employee is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, the benefit of the three (3)-hour minimum shall apply only once.
- 27.03 When an employee is recalled to work under the conditions described in Clause 27.01, the employee shall be paid the cost of transportation to and from the employee's place of work at the appropriate mileage rate as set out in Article 33, Clause 33.02, up to a maximum of ten dollars (\$10.00).

**ARTICLE 28 - UNIVERSITY HOLIDAYS**

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

1. New Year's Day	8. Mid-July Holiday
2. 2 January Holiday	9. Regatta Day
3. March 17	10. Labour Day
4. Good Friday	11. Thanksgiving Day
5. Commonwealth Day	12. Armistice Day
6. Discovery Day	13. Christmas Day
7. Memorial Day	14. Boxing Day
- \* (b) In addition to the holidays referred to in (a) above, full-time employees will receive two additional days off between Christmas and New Years. Employees are required to use one annual leave day, or accrued Overtime, between Christmas and New Years in order to receive the two additional days off. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank two (2) days to be taken at a later date. Those employees required to work will not be required to use an annual leave day. Part time employees

who would normally be required to work during the Christmas/New Years period will be granted time off on a prorated basis.

\*

(c) In the case of the Grenfell Campus, an alternate holiday may be substituted for Regatta Day. The selection of the day will be discussed with the Union prior to implementation.

28.02 The schedule of University Holidays, as set out in Clause 28.01, will be issued at the beginning of each calendar year. Such schedule will be mutually agreed with the Union prior to implementation.

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

28.04 An employee who qualifies for holiday pay and is required under the regular work schedule to work on that holiday shall receive, in addition to pay at the employee's regular rate, time off on the basis of one and one-half (1 1/2) hours for each hour worked at a time mutually agreed or pay at one and one-half (1 1/2) times the employee's regular rate for each hour worked.

\*

## **ARTICLE 29 - ANNUAL VACATION**

29.01 Subject to Clauses 29.02 and 29.03, the amount of annual vacation leave which an employee shall be eligible for in any one (1) year shall be one and one-quarter (1 1/4) days for each month of service up to fifteen (15) working days.

29.02 Annual vacation leave entitlement shall be increased to twenty (20) working days on completion of ten (10) years of service and shall accrue at the rate of one and two-thirds (1 2/3) days per month. An employee who has attained nine (9) years and six (6) months as of March 31st shall be considered to have ten (10) years of service for the purpose of this paragraph.

29.03 Annual vacation entitlement shall be increased to twenty-five (25) working days upon completion of twenty-five (25) years of service and shall accrue at the rate of two and one-twelfth (2 1/12) days per month. An employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.

29.04 A month of service shall mean a calendar month in respect of which the employee is paid at the rate of full salary for not less than two-thirds (2/3) of the number of working days in that month.

29.05 Fractions of annual vacation entitlement of one-half (1/2) a day or more shall be considered as one (1) full day.

- 29.06 The vacation year shall be from April 1st in any one (1) year to March 31st in the next succeeding year, and annual vacation entitlement shall be computed as of March 31<sup>st</sup>. Notwithstanding the above, employees may request access to accrued vacation past March 31<sup>st</sup>, subject to the provisions of Article 29.07.
- 29.07 Subject to operational requirements, the Department Head, in consultation with the employees, shall determine the method of selecting vacation dates. In the event that agreement cannot be reached, then seniority shall prevail. Vacation schedules shall be posted by May 1st each year, and shall not be changed except by mutual consent.
- \* 29.08 Annual vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) An employee may carry forward to another year any portion of annual leave unused in previous years until by doing so the employee has accumulated a maximum of:
    - (i) Twenty (20) days annual vacation if the employee is eligible for fifteen (15) or twenty (20) days in any year.
    - (ii) Twenty-five (25) days annual vacation if the employee is eligible for twenty-five (25) days in any year.
  - (b) Where, because of extended sickness or other disability, annual vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the vacation due may be carried forward to another year subject to paragraph 29.08 (a) of this section.
  - (c) An employee who is required by the Department Head to defer annual vacation or a portion thereof to the following year, in the interests of the University, shall upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Director of Human Resources.
  - (d) An employee shall receive payment in lieu of time off for any unused annual vacation entitlement or portion thereof due the employee as of the effective date of the cessation of employment.
- 29.09 At the time of termination, any vacation taken in excess of total entitlement shall be adjusted for by deduction from salary and/or pension contributions.
- 29.10 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 29.08 (b) and (c) of this section.

- 29.11 Subject to Article 30.04 - Sick Leave and Article 31.04 - Bereavement Leave an employee who has entered upon annual vacation leave may not change the status of the employee's absence to any other type of leave.
- 29.12 When a designated University holiday for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

### **ARTICLE 30 - SICK LEAVE**

- \* 30.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, or having a disability as defined in the Newfoundland and Labrador Human Rights Act, 2010, or quarantined by virtue of being exposed to a contagious disease.
- \* 30.02 Sick leave benefits for prolonged periods of disability are provided under the Long Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.

Once an employee has been off on approved sick leave for 30 calendar days, the Employer shall provide that employee with the necessary forms to apply for benefits under the Long-Term Disability Plan.

- \* 30.03 Sick leave benefits for lesser periods will be granted in accordance with the following:
- (a) A "Reason for Absence Form" completed and signed by the employee, must be provided to the Human Resources Office through the Department Head. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary and employees are not required to provide private, personal or confidential information regarding their illness.
  - (b) For periods in excess of four (4) consecutive days, or in excess of ten (10) intermittent days in the aggregate in a fiscal year, a medical certificate must be provided to the Human Resources Office through the Department Head.
  - (c) Excessive intermittent use of these benefits will be considered as chronic absenteeism.
  - (d) Further to the above, should the Employer require an employee to provide an enhanced medical certificate following a long term sick leave or LTD

absence, expenses relating to that form shall be borne by the Employer upon receipt of physician's invoice.

- (e) Employees returning from a long term sick leave absence shall be expected to provide a reasonable notice period (minimum 10 working days) to the Employer prior to their return to the workplace.

30.04 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for, and shall be granted upon the recommendation of the Head of the Department and the approval of the Director of Human Resources. Approval, when granted, will apply to the total period of such illness.

\* 30.05 Employees not eligible for participation in the long-term disability plan are entitled to sick leave on a prorated basis for the number of hours worked, up to a maximum of 10 days per fiscal year.

30.06 Denial and/or Cessation of LTD

When an employee has used available sick leave and is not in receipt of Long Term Disability (LTD), the employee may elect, if the employee is still unfit to return to duty, to receive pay for any unused annual leave and to proceed on leave without pay to a maximum of twenty-four (24) months unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the University. The Employer will defer action pending the resolution of any initiated employee appeal of eligibility for LTD.

The above procedure is subject to all parties' (Union, Employer, Employee) Duty to Accommodate.

## **ARTICLE 31 -OTHER LEAVES**

31.01 Assisted Leave

The University recognizes the value of continuing education to the advancement of the University, the employees and community as a whole. With this in mind the Bargaining Unit members shall be entitled to apply for assisted leave to improve their qualifications or to pursue a higher degree subject to the following conditions and the needs of the University:

- (a) Applications for leave will be directed to the Director of Human Resources through the Heads, Directors, et cetera of the Departments at least three (3) months in advance of the commencement of such leave. Response by the

Director of Human Resources will be made within two (2) months of such requests.

- (b) Upon the granting of educational leave, the employee will receive an educational grant equivalent to forty (40) percent of the employee's salary. The employee and the University agree to maintain the current cost-sharing basis of the benefits section of this Agreement (Article 40).
- (c) The recipient of such assistance agrees to return to the recipient's regular duties at the University for a period equal to that of the leave. Should this not occur, the employee agrees to reimburse the proportionate amount of the educational grant to the University.
- (d) This Article will not prejudice any terms under Article 34.

\* 31.02 Leave Without Pay

(a) Leave without Pay - Less than 30 Days

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

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

(b) Leave without Pay - Greater than 30 Days

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

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

- operational requirements
- Employee's length of service, period of leave requested, reason for the leave

- whether a replacement is required
- whether a replacement is available
- benefits to the University
- benefits to the Employee
- professional development opportunity

An Employee's request for leave without pay may be granted where the purpose of the leave is to pursue alternative employment where there is a demonstrated mutual benefit. It is the responsibility of the Unit Head or delegate to review all requests for Leave Without Pay to ensure that they fall within the policy guidelines before submissions are made to the Department of Human Resources.

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

(c) Military Leave

The University recognizes the value of military service through partnering with the Reserve Force by agreeing to support its members. With this in mind, employees shall be provided, wherever possible, with leave without pay as set out above for related training and service.

(d) Compassionate Care Leave

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

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

- (ii) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.
- (iii) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.
- (e) Employees on leave under this clause who are part of the Group Insurance Plan and/or the Memorial University Pension Plan may be permitted to continue to participate in accordance with the policies established for those Plans.

### 31.03 Political Leave

- (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.

### 31.04 Bereavement Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to five (5) days in case of the death of the employee's spouse or child.
- (b) An employee shall be entitled to leave with pay, for a period of up to three (3) days in case of the death of the employee's mother, father, sister,

brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or a near relative permanently residing in the employee's household.

- (c) If the death of a relative referred to in (a) and (b) above occurs outside the Province, an employee shall be entitled to leave with pay, up to a period of four (4) days for the purpose of attending the funeral.
- (d) An employee shall be entitled to leave with pay up to a maximum of one (1) day, in the event of the death of the employee's aunt, uncle, nephew, niece, brother-in-law, or sister-in-law.
- (e) If an employee, while on annual leave, qualifies for bereavement leave under Clauses 31.04 (a), (b), (c) or (d), the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.
- (f) In the event that a death occurs, in the Province, outside the immediate area (200 km road distance) the employee shall be given one (1) additional day to the time offered in Clause 31.04 (a), (b) and (d) in order to allow for travel to and from the place of burial.

#### 31.05 Maternity/Adoption/Parental Leave

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- (a) The commencement and termination dates of an employee's maternity /adoption/ parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. Unless legislation is more favorable, an employee is entitled to a maximum of seventy-eight (78) weeks' maternity/adoption/parental leave without pay under this clause.
- (b) The Employer reserves the right to require the employee to commence maternity/adoption/parental leave without pay prior to the time specified in Clause 31.05(a) if the state of the employee's health becomes incompatible with the requirements of the employee's job.
- (c)
  - (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.
  - (ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, layoff and recall.

- (d) Annual leave shall accrue during periods of maternity/adoption/ parental leave without pay.
- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy anytime prior to the scheduled beginning of the employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.
- \* (g) Periods of maternity/adoption/parental leave without pay up to a maximum of seventy-eight (78) weeks shall be counted as service for the purpose of step progression and severance pay.
- \* (h) The employee's insured benefits will continue to be cost shared between the employee and the Employer while on maternity/adoption/parental leave.

#### 31.06 Jury Duty or Court Leave

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

#### 31.07 Leave for Court Appearance or Incarceration

- (a) In the event that an employee is accused of an offence which requires a court appearance, the employee shall be granted leave of absence without loss of seniority, benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such appearance. In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave without pay and without loss of seniority. The employee shall have the option of taking annual vacation leave to which the employee is entitled in lieu of all or part of the leave without pay.
- (b) If an employee is incarcerated following conviction, and the University 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

#### 31.08 Leave in Special Circumstances

- (a) In special circumstances and at the request of the employee, leave with pay may be granted by the Director of Human Resources. The employee shall

apply in writing directly to the Director of Human Resources with a copy to the Department Head.

- (b) Where the circumstances of the leave request are covered by the provisions of Article 31.09 the employee shall first access any leave to which he/she is entitled under that procedure.

31.09 Family Responsibility Leave

- (a) Subject to Clause 31.09(b) and (c), an employee shall be awarded up to six (6) days paid family leave in each two year period to be utilized in that period for the following reasons:
  - (i) attend to temporary care of a sick family member ;
  - (ii) attend to needs related to the birth or adoption of an employee's child;
  - (iii) accompany a family member on a dental or medical appointment;
  - (iv) attend meetings with school or other authorities;
  - (v) attend to needs related to elder care;
  - (vi) attend to needs related to home or family emergencies
  - (vii) attend to needs related to the death of a family member;
  - (viii) attend to other personal, family or home related needs not listed above.
- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as reasonably possible;
  - (ii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 31.09(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to compassionate care leave, sick leave or bereavement leave.
- (d) There are no restrictions on the use of emergency family leave except for the total family responsibility leave restriction of a maximum of six (6) days in a two (2) year period as specified in 31.09(a). The first two (2) year period shall commence April 1, 2008.

(e) Employees may access the above noted leave by requesting up to one (1) day at a time and three (3) days per year non-emergency family leave and the employer shall approve subject only to work requirements. Work demands, applied reasonably, shall be a legitimate reason to deny non-emergency requests.

\*

(f) Employees who do not work for the full two-year fiscal period, and/or Part-time Employees are eligible for a pro-rated amount of family responsibility leave based on their period worked.

## **ARTICLE 32 - TEMPORARY ASSIGNMENT**

32.01 For the purposes of this article:

(b) "Temporary assignment" shall mean the assignment of an employee, in accordance with Article 32.02(a) or 32.02(b), to another position within the bargaining unit at the same or higher band level than the employee's current position.

(a) "Secondment" shall mean the assignment of an employee, as determined by the University subject to clause 19.05 or upon application by the employee, to a position outside the bargaining unit at the same or higher band level than the employee's current position or to a position outside the University.

32.02 (a) In case of temporary assignment, the Employer shall select for temporary assignment the senior employee from within the Department or Division of a Department concerned provided that the employee has the qualifications and capability to perform the work required.

(b) Providing that no suitable senior employee is selected from within the Department or Division of the Department concerned; the vacancy shall be posted as a temporary assignment as per Article 20, Job Posting, provided the temporary assignment is in excess of thirteen (13) weeks.

32.03 When an employee is temporarily assigned or seconded within the University to perform any duties in a position in a higher band level, that employee shall be entitled to the salary established in accordance with Clause 32.09.

32.04 Subject to Clause 32.08, when an employee is temporarily assigned or seconded within the University to perform work in a position in a lower band level, the employee shall be paid at the employee's regular rate.

- 32.05 When an employee applies for and is accepted for a temporary assignment or secondment within the University to a position in a lower band level the employee shall be entitled to the salary established in accordance with Clause 21.14.
- 32.06 Where an employee is placed on temporary assignment or secondment within the University for a period of one year or more, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.
- 32.07 After an employee has been on temporary assignment or secondment within the University for a continuous period of one year, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.
- 32.08 Where an employee is required to perform overtime work which is outside the employee's classification, overtime pay shall be based upon the rate applicable to such classification.
- \* 32.09 An employee who is temporarily assigned to a position carrying a higher salary scale, the rate of pay shall be established at the nearest step on the new salary scale which exceeds the employee's existing rate by not less than five percent (5%), but not to exceed the maximum of the new salary scale. Salary increases are calculated based on an employee's permanent position salary, unless the employee has been assigned to another position for more than one year, in which case salary increases will be calculated based on the employee's Existing Rate.
- 32.10 Access to Temporary Assignment
- Employees who apply for temporary assignments outside of their own departments as per the provisions of Article 32:02 (b) and are deemed as the successful applicant shall be permitted to move into the temporary assignment subject to the operational requirements of the Employer and the availability of qualified replacement staff. Such assignments must be for greater than six (6) months and less than two (2) years. Further extension may be considered with mutual consent from the Employer and Union.
- 32.11 Higher Rated Pay on Temporary Assignment
- Employees who are temporarily assigned to a higher rated position must occupy the higher rated position for a minimum of one (1) complete shift before accessing the higher rate of pay.

## ARTICLE 33 "TRAVEL AND MOVING EXPENSES

- 33.01 (a) The rates for travel shall be those established in accordance with the University Policy and procedures Manual. The Union shall be updated as to any changes of the rates contained in the Manual.
- (b) Employees traveling for less than one (1) full day which does not involve an overnight stay shall be entitled to claim the applicable meals only. The individual meal rates, including gratuity, are as set out in the University Policy and Procedures Manual.
- 33.02 An employee may, with the prior approval of the Department Head, use the employee's personally owned vehicle for University business and be compensated for such use in accordance with the rates contained within the University Policy and Procedures Manual.
- 33.03 An employee on travel status in excess of two (2) consecutive nights shall be entitled to an additional five dollars (\$5.00) per diem in addition to that provided for under Clause 33.01 to cover the cost of personal telephone calls, laundry, gratuities, dry cleaning, valet services and other incidentals associated with travel away from home.
- 33.04 (a) For the purpose of this Article, "travel time" means travel on University business authorized by the Department Head, for an employee by land, sea, or air, between the employee's normal place of work as defined by the University and a location outside the employee's normal place of work to perform duties assigned to the employee by the Department Head and during which the employee is required to travel outside the employee's normal scheduled shift.
- (b) "Travel time" and the methods of travel shall require the prior approval of the Department Head.
- (c) (i) When the method of travel is determined by the Department Head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location designated by the Department Head and the employee's arrival at the employee's place of lodging or work, whichever is applicable, at the authorized destination.
- (ii) An employee may, with the prior approval of the Department Head, set the employee's own travel arrangements. The compensations payable may not, however, in any case be greater than if the travel arrangements had been set in accordance with Clause 33.04 (c) (i).

- (d) Subject to Clause 33.04 (c) (i), an employee who is required by the Department Head to engage in "travel time" 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 day's pay.
- (e) Travel time is to be compensated as follows:
  - (i) For travel by air, sea, rail, and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
  - (ii) For travel by personal or University vehicle, the time required to proceed from the employee's place of residence or work place, as applicable, directly to destination, and upon the employee's return, directly back to the employee's residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each 72 kilometres (forty-five) (45) miles to be travelled.

- (f) Notwithstanding any provisions in this Article, compensation will not be paid:
  - (i) To employees whose "travel time" during any three (3) month consecutive period does not exceed twenty (20) hours; or
  - (ii) For travel in connection with transfers, educational courses, training sessions, conferences, seminars, or employment interviews.

33.05 A newly appointed employee or an employee who is transferred shall receive one-way economy air fare and/or public conveyance fare for the employee, spouse, and children from the employee's then place of residence to the employee's normal place of work as defined by the University. If the employee travels by private motor vehicle, or by other than the most direct route, the employee will be reimbursed the actual cost of travel up to the amount of economy class air fare and/or public conveyance fare. Vouchers covering travelling expenses must be produced when the reimbursement is claimed.

33.06 The University will contribute up to seventy-five percent of the cost of moving an agreed amount of household goods and effects from the then place of residence to the employee's normal place of work by surface freight. No reimbursement will be made for transportation of a motor vehicle, except in accordance with Clause 33.05 above. The University will also pay living expenses incurred by the employee and the employee's family for one (1) day at the employee's then place of residence and for a reasonable period at the employee's normal place of work.

33.07 An employee who voluntarily fails to complete two (2) years of service with the University from the date of initial appointment or any special contracted period, must repay one-half (1/2) of the amount that was expended by the University on the employee's movement to and settlement in the employee's normal place of work as defined by the University.

## **ARTICLE 34 - PROFESSIONAL DEVELOPMENT AND TRAINING**

### 34.01 Educational Assistance

- (a) An employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Department Head and notification to the Director of Human Resources, provided that the course is not available outside normal working hours. Such permission will not be unreasonably denied. The University will make its best efforts to ensure that employees who wish to take a course in accordance with Clause 34.01 (a) are permitted to do so.
- (b) An employee may be granted financial assistance for approved courses of study or special training subject to the approval of the Department Head and the Director of Human Resources. The employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.
- (c) The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, et cetera, to be held on the Employer's premises during the employees' lunch period or following the regular working day.
- (d) An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to employment.

### \* 34.02 Professional Development/Job-Related Training

Employees will have the opportunity to avail of three (3) days or a maximum of twenty-one (21) hours professional development or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at straight time rates on an hour-for-hour basis (time off) for up to three (3) days to a maximum of twenty-one (21) hours in the academic year. If the eligible time is not utilized in the academic year for which it is requested, it will be removed from the employee's professional development leave bank on April 30<sup>th</sup> of each year.

Courses offered by the CUPE Atlantic Region Union Development Workshop may be considered as suitable criteria for the above leave, subject to the mutual agreement of the Union and the Employer.

34.03 Professional Development Fund

A committee composed of two (2) Union representatives and two (2) Employer representatives shall consider applications for professional development funding. The Professional Development Funding Committee will set and maintain the guidelines used to determine the distribution of funds.

Successful applications will be forwarded to the President for final consideration and decision.

Effective April 1, 2009, the Professional Development fund shall be established at \$50,000 per year and may be increased depending on an annual review of the demand for funding.

**ARTICLE 35 - ABSENCE FROM THE UNIVERSITY**

35.01 No payment of salary shall be made in respect of any period during which an employee is absent from the employee's duties without approved leave.

35.02 When an employee is unable, for any reason, to report to work, it is the employee's responsibility to notify the employee's Department Head or Supervisor at the earliest opportunity.

**ARTICLE 36 - MEDICAL EXAMINATIONS**

36.01 An employee may be required to undergo, without cost to such employee, medical examinations by a physician, in the following cases:

- (i) Consistent absence due to sickness or other disabilities.
- (ii) Deterioration in the performance of duties.
- (iii) In order to obtain periodic certificates of health where these are required.

**ARTICLE 37 - FUTURE LEGISLATION**

37.01 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement,

the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

- 37.02 If legislation results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to this Agreement.

#### **ARTICLE 38 - PROTECTIVE CLOTHING**

- 38.01 Where the Employer requires the wearing of protective clothing, 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.
- 38.02 Where uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue.
- 38.03 It is agreed that the quantity, issue, and control of such clothing shall be regulated by the Employer.
- 38.04 Where safety boots are required by the Employer in accordance with safety regulations, the Employer shall reimburse the employee for the cost of safety boots up to a maximum of \$125.00 per year or \$250.00 every two (2) years upon presentation of a suitable invoice.

#### **ARTICLE 39 - JOB EVALUATION**

- 39.01 An employee's position shall be classified in accordance with the University Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title or Band Level of his/her position.
- 39.02 Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the University shall advise the Union upon taking the action.
- 39.03 An employee who feels that his/her position is incorrectly classified may submit a request for job evaluation review. An employee will have access to the Aiken Plan to assist in his/her request for review. Copies of the Aiken Plan are available from the Department of Human Resources and the Union Office.
- 39.04 A request for job evaluation review shall not be considered on the grounds:
- (a) The duties assigned to the position are unchanged.

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

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

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

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

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

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

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

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

39.09 If as a result of an employee's request for review the position is reclassified, it shall be retroactive to the date the "Request for Job Evaluation Review" form and the Job Fact Sheet/Update was received by the Department of Human Resources in accordance with Article 39.05. Changes to a higher Band Level will be processed in accordance with Article 21.12.

- 39.1 O If it is determined that the duties have been improperly assigned by management, reclassification will not apply. The Department of Human Resources will take necessary action including appropriately compensating the employee. The result is not appealable.
- 39.11 An employee may appeal the job evaluation decision, of an employee initiated review, to the Job Evaluation Appeal Committee, as per Appendix G.

## **ARTICLE 40 - PENSIONS AND BENEFITS**

- 40.01 The following Group Insurance plans presently in effect will be continued on the current cost-sharing basis:
- (a) Health
  - (b) Life & Accidental Death and Dismemberment
  - (c) Long Term Disability
  - (d) Dental Plan
- 40.02 The University 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.
- 40.03 Contractual employees shall be entitled to participate in the Benefit Plan set out in Article 40 and to participate in the University Pension Plan. Membership in these Plans will be subject to the eligibility rules set down for each of the Plans.
- 40.04 Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment, including extension of contracts.
- 40.05 Contractual employees will be required to participate in the Pension Plan on the earlier of:
- (i) the effective date of appointment to a contractual position of at least six (6) months duration and at least twenty (20) hours per week; or
  - (ii) the effective date of completion of six (6) months continuous employment of at least twenty (20) hours per week.
- 40.06 (a) Sessional employees, as defined in Clause 2.01 (d)(iv), as a condition of employment, shall be required to join and maintain membership in the

Health, Life, Long Term Disability, and Dental Plans while actively employed or on layoff status subject to 40.0S(b).

- (b) The normal University policy with respect to the payment of benefit premiums will apply while the sessional employee is actively employed.

During periods of layoff of less than one months duration, the sessional employee shall be required to pay their portion of the benefit premium, such premium to be paid to the University prior to the commencement of layoff by single payment or postdated cheques.

During periods of layoff in excess of one month, the sessional employee may choose to participate in the benefit plan provided that the sessional employee pays the employer and employee portion of the benefit premium, such premium to be paid to the University prior to the commencement of layoff by single payment or postdated cheques.

- (c) Sessional employees, as defined in Clause 2.01(d)(iv), employed by the University and included in the Bargaining Unit will not be eligible to participate in the University Pension Plan, unless the terms of their employment contracts are in accordance with the policies established for that Plan.
- (d) Sessional employees, as defined in Clause 2.01 (d)(iv), shall participate in the Group Retirement Savings Plan, in accordance with the terms and policies established for that plan.

40.07 All part-time employees employed by the University and included in the Bargaining Unit will not be eligible to participate in the Benefit Plans, as set out in this Article, or the University Pension Plan, unless the terms of their employment contracts are in accordance with the policies established for those plans.

\* 40.08 Other Post-Employment Benefits ("OPEB")

1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.
2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.
3. Current employees as of the date of signing of the collective agreement who retire with an immediate pension not later than March 31, 2024, with a minimum of five (5) years' pensionable service shall qualify for OPES.

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 OPES 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 OPES. 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 OPES 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 OPES 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 CUPE 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 OPES 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 OPES 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 OPES 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 41 - LABRADOR ALLOWANCE**

- 41.01 Labrador benefits shall be provided in accordance with the Labrador Benefits Agreement included in this Agreement as Appendix "E".

#### **ARTICLE 42 - INJURY ON DUTY**

- \* 42.01 Where an employee is injured while on duty, the employee shall receive full salary and benefits for the entire period of temporary disability as defined by WorkplaceNL, subject to Provincial legislative restrictions.
- \* 42.02 Where an employee is permanently and totally disabled as determined by WorkplaceNL, the employee shall be paid such pension and allowances by WorkplaceNL as set out in their Schedule of Benefits.
- 42.03 A permanently and totally disabled employee may continue to contribute to the University Pension Plan.
- 42.04 Where a permanently partially disabled employee is certified by a physician as fit to return to work, but can no longer carry out the duties of the employee's position, every effort shall be made to place the employee in a position consistent with the employee's qualifications and capabilities.
- 42.05 Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with the provisions of Article 14.

#### **ARTICLE 43 - HEALTH AND SAFETY**

- 43.01 The Employer and the Union shall co-operate in improving policies and practices for the health and safety of employees.

- 43.02 The function of the Health and Safety Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.
- 43.03 A Health and Safety Committee, as provided for under the Occupational Health and Safety Act, shall be established composed of not more than eight (8) members composed of an equal number of representatives of the Employer and of an equal number of representatives of the Union.
- 43.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 43.05 The Health and Safety Committee shall hold meetings as the need arises, on the request of the Employer or the Union, but in any event, every two (2) months.
- 43.06 The Committee shall deal with all unsafe and hazardous or dangerous work conditions.
- 43.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Union.
- 43.08 Representatives of the Bargaining Unit on the above-mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.
- 43.09 Upon request, the Employer and the Union agree to furnish each other, in writing, any information they possess respecting conditions in the workplace.
- 43.10 In recognition of the legislative and regulatory requirements which exist relating to safety related training and certification under the Occupational Health and Safety Act and The Transportation of Dangerous Goods Act, the University will ensure that employees will be provided with necessary training and certification at no cost to the employee. Further, the Employer will monitor the expiry date of employee certifications to ensure that any necessary certifications are kept current.
- \* 43.11 Upon the request of an employee, the employer shall provide an ergonomic assessment of the workstation. Appropriate chairs and desks shall be provided by the employer.

## **ARTICLE 44 - REVISION BY MUTUAL CONSENT**

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

## **ARTICLE 45 - PERSONAL AND SEXUAL HARASSMENT**

45.01 The procedures on personal and sexual harassment shall be as per the University policy.

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

45.03 For the purpose of this Article, harassment is defined as:

- (a) Harassment based on race, religion, religious creed, gender, marital status, physical or mental disability, political opinion, colour, ethnic national or social origin, or sexual orientation, is any behaviour that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
- (b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought to reasonably know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided, and/or coercive. Both males and females may be subject to such actions.
- (c) Personal harassment is any behaviour by any person in the workplace that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member which the person knows or ought reasonably to know to be offensive or threatening. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the University.

45.04 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The complainant shall be protected from repercussions which may result from the complaint.

- \* 45.05 Both parties support the principles espoused in Sections 10.01 and 10.02 of the Newfoundland Human Rights Act (as amended by Chapter 62, 1983) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the University community.

#### ARTICLE 46 - CLOSURE OF THE UNIVERSITY

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

- (1) For those employees scheduled to work and who are unable to get to work:
  - (a) no loss of pay
  - (b) no loss of vacation
  - (c) no loss of sick leave benefits
- (2) Subject to Item (4), for those employees scheduled to work and do work, no extra pay.
- (3) For those employees scheduled to work and who work an extra shift or shifts, above their normally scheduled shift, overtime pay in accordance with the provisions of the Collective Agreement.
- (4) Employees who have been notified that they are required to report for work or who are classed as essential employees, in addition to their normal pay for that day, time off on an hour-for-hour basis at a mutually agreed time.
- (5) Employees in either of the categories under (4) above who refuse to report for work when required shall not be entitled to any pay for that day.
- (6) When an employee is prohibited from using the employee's own or public transportation by virtue of a declared state of emergency, the employee in either of the categories under (4) above will be provided with transportation by the University.

#### ARTICLE 47 - TECHNOLOGICAL CHANGE

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

- 47.02 In the event of a technological change causing the termination of an employee, the Employer will follow the provision of Article 22, Clause 22.03.
- 47.03 No additional employee shall be hired by the Employer to replace any employee affected by the technological change or new method of operation until the employees already working and affected by the change have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee to retain employment, as provided for under Article 47.01
- 47.04 Where it is necessary for an employee to upgrade skills as a result of technological change and where the University requires an employee to take courses the University shall pay the tuition for such courses. Where the University requires an employee to participate in training during regular work hours, the University shall pay the employee for time spent in training at the employee's regular rate of salary. Where the University requires an employee to participate in training outside of regular work hours, the University shall pay the employee for time spent taking the course outside of regular work hours in accordance with Article 26 - Overtime.

#### **ARTICLE 48 - DAYCARE**

- 48.01 The University agrees to do all that is reasonably possible to assist the Union in securing suitable daycare facilities for the members of the Bargaining Unit.

#### **ARTICLE 49 - CONTRACTING OUT**

- 49.01 No members of the bargaining unit will lose the member's job because of a decision of the University to contract out work normally performed by members of the bargaining unit. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities, without loss of pay or benefits.
- 49.02 Notwithstanding the provisions of Clause 49.03 and Clause 49.04, contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.
- 49.03 Prior to finalizing any decision about contracting out all or a significant part of any services provided by members of the bargaining unit, the University agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult and/or make representations on the matter to the Employer to explore alternatives to contracting out in order to retain said work within the bargaining unit.

Should the University thereafter decide to contract out, a further thirty (30) days notice will be given to the Union, prior to such contracting out.

- 49.04 The Union shall be provided with information relating to a specific instance of contracting out upon request to the Director of Human Resources or designate.

## **ARTICLE 50 - GENERAL CONDITIONS**

- 50.01 The University agrees that a section of at least one (1) bulletin board in each major building will be reserved for the use of the Canadian Union of Public Employees, Local 1615, for Union business.
- 50.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on bulletin boards.
- 50.03 The Employer agrees to maintain present practice regarding the supply of tools and equipment required by employees in the performance of their duties.
- 50.04 A first aid kit shall be supplied by the Employer to each mobile unit and at other appropriate locations of the Employer.
- 50.05 Lockers or suitable storage areas shall be provided for the street clothing of all employees who work in laboratories where hazardous chemical substances are being used.
- 50.06 All Articles in the Collective Agreement will take effect as of the date of signing with the exception of those Articles which have a specific effective date.
- \* 50.07 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.

## **ARTICLE 51 - CONTRACTUALS**

- 51.01 Contractual employees who have been employed in the same contractual position for five (5) continuous years will be made permanent on their fifth (5) anniversary date provided it is not a replacement position.

51.02 Contractual positions which have been in existence for five (5) continuous years and held without interruption by a number of employees during the five-year period shall be converted to permanent positions where it is not a replacement position. Where the incumbent has not occupied the position for a period of five (5) continuous years: one month prior to the expiration of the incumbent contractual employee's contract of employment immediately following the fifth (5th) anniversary of the existence of the position, the position shall be posted in accordance with Article 20 - Job Posting.

51.03 A contractual employee's letter of appointment shall include reference to the following: start date and end date of the appointment; salary; band level; step level; period of notice (two weeks' notice for contracts less than six (6) months' duration, four weeks' notice for contracts more than six (6) months' duration); and, eligibility to participate in the Pension and Benefit Plans in accordance with the policies established for those plans.

## **ARTICLE 52 - DURATION OF AGREEMENT**

\* 52.01 Except as otherwise provided, the Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31, 2020 and from year to year thereafter, unless either of the parties gives notice in writing, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days immediately before the date of expiration of this Agreement, of its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.

SIGNED AT ST. JOHN'S, NEWFOUNDLAND THIS 6<sup>th</sup> DAY OF NOVEMBER, 2019.

On behalf of  
Memorial University of  
Newfoundland

*[Handwritten signature]*  
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On behalf of  
Canadian Union of Public  
Employee, Local 1615

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WITNESSED BY

## APPENDIX "A-1"

### Composition of the Bargaining Unit

A unit of employees comprising all non-teaching staff of Memorial University of Newfoundland save and except:

- 1) All employees in the offices of:
  - a. Board of Regents
  - b. The President
  - c. The Principal - Grenfell Campus
  - d. The Vice Presidents
  - e. The Vice-Principal- Grenfell Campus
  - f. The Associate Vice President (Research)
  - g. The Associate Vice Presidents (Academic)
  - h. A Dean
  - i. The Department of Human Resources
  - j. The Office of Faculty Relations
  - k. The Centre for Institutional Analysis and Planning
  - l. The Office of Enterprise Risk Management
  
- 2) All Directors, Associate and Assistant Directors, Heads, Chairs, Division Heads, Deputy Heads, or Deputy Chair of Academic or non-Academic Departments, Registrar, University Librarian, Deputy Registrar and Associate University Librarian.
  
- 3) The principal secretary to Directors, Heads, Registrar, University Librarian, Chairs of Academic or non-Academic Departments, or as listed under the Faculty of Medicine.
  
- 4) All Managers of Administration and Finance, Executive Assistants, Administrative Staff Specialists and Administrative Assistants.
  
- 5) Alumni Engagement, Office of  
  
Alumni Affairs Officer, Annual Fund Officer, Manager - Advancement Services and Operations
  
- 6) Animal Care Services  
  
Animal Facilities Manager

7) Humanities and Social Sciences. Faculty of

Director - Language Laboratory, Director - Writing Centre, Director - English as a Second Language, Archaeological Coordinator, Manager ISER Books, Archivist - MHA, Assistant Archivist - MHA

8) Business Administration. Faculty of

Manager - Academic Programs, Manager - IT, Business Consultant

9) Information Technology Services

Manager - Client Support Services, Manager - IT Security, Systems Analyst, Manager - Technical Support (Development), Programmer Analyst, Senior Programmer Analyst, Systems Administrator 111, Systems Administrator IV, Systems Administrator V, CPC Store Manager, Manager - Personal Computing, PC Consultant 111, PC Consultant IV, IT Supervisor- The Commons, Supervisor- Help Centre, Network Administrator 111, Network Administrator IV, Senior Network Analyst

10) Co-operative Education Services Centre

Manager - Co-operative Education Services Centre

11) CREAIT. CRC and CFI Services

Seismological Systems Manager, ICP-MS Facility Supervisor

12) Distance Education and Learning Technologies. Division of

Executive Producer, Manager - Classroom Technology, Manager - Operations, Manager- Client Relations, Manager- Instructional Development Office, Manager- Technical Systems, Senior Instructional Design Specialist

13) Education. Faculty of

Coordinator- Undergraduate

14) Engineering and Applied Sciences. Faculty of

Engineering Laboratory Manager, Manager - CAE

15) Financial and Administrative Services

Budget Assistant, Computer Systems Officer, Finance Manager - Contracts and Grants, General Office Supervisor, Manager, Financial Reporting and Analysis, Production Manager - Printing Services, Senior Budget Analyst, Senior Financial Analyst, Senior Staff Accountant, Staff Accountant

16) Human Kinetics and Recreation, School of

Coordinator of Varsity Athletics, Coordinator of Allied Health Services, Director - Varsity Athletics, Men's Basketball Coach, Women's Basketball Coach

17) International Office

International Project Administrator

18) Labrador Institute

Manager - Labrador West Office

19) Harris Centre, The

Manager - Knowledge Mobilization, Manager- Operations and Strategic Projects

20) Marketing and Communications

Art Director, Communications Coordinator, Web Manager, Editor - News Service, Manager - Image Services

21) Medicine, Faculty of

Manager - Human Resources, Senior Instructional Design Specialist, Manager - Academic Affairs, Admissions Officer (Medicine), Chief Medical Photographic Services Manager, Manager - HETL, Manager - Computer Support Services, Clinical Research Program Manager, Technical Director - MEDICOR, Manager- Support Services Medical Education Laboratory, Information Access and Privacy Analyst, Director - TETRA, Coordinator - Standardized Patient Program

22) Nursing. School of

Nursing Research Unit Coordinator

23) Pharmacy. School of

Drug Information Pharmacist, Pharmacy Coordinator

24) OE II Library

Manager- Library Facility Services, Manager - IT Services

25) Registrar. Office of

Assistant Registrar, Admissions Officer, Systems Officer, Coordinator - University Liaison

26) Research, Grant and Contract Services

Grants Facilitation Officer

27) Science, Faculty of

Manager - Bonne Bay Station, Manager - NMR and XRD Facilities, Manager - Academic Programs, Systems Manager- Computer Science, Amino Acid Laboratory Supervisor, Laboratory Services Supervisor, Research Diver, University Diving Officer - OSC, Undergraduate Officer, Laboratory Coordinator

28) Grenfell Campus

High School Liaison Officer, Finance Officer, Gallery Director, Stage Manager, Technical Director, Bookstore Manager, Staff Accountant, General Services Supervisor, General Services Foreman, Student Recruitment Officer, Coordinator-Learning Centre, Manager - Student Housing, Residence Life Officer, Geospatial Data Development Specialist, Communications Coordinator, Budget Assistant - SWGC, Manager - Academic Advising, Conferences Services Coordinator

29) Social Work, School of

Academic Program Review Coordinator

30) Student Life

Assistant Manager - Centre for Student Life, Manager, Centre for Student Life, Student Awards Manager, Bookings and Summer Accommodation Supervisor, Manager - Residence Life, Residence Life Officer, Bookstore Manager, Manager - Center for Career Development, Manager-Cooperative Education Services Centre, Coordinator - Student Support Programs, Conference Management Specialist

31) Student Recruitment, Office of

International Student Recruitment Officer, Manager of Domestic Recruitment, Student Recruitment Officer (Domestic)

32) Technical Services

Technical Services Division Manager - Mechanical Division, Technical Services Division Manager - HSC, Scientific Electrical Supervisor, Technical Services Metal Fabrication Supervisor, Technical Services Division Manager- Electronics Division, Biomedical Electronics Supervisor

33) Other

Research Scientists; Research Associates and Research Fellows, Research Assistant II and III, Liaison Officer

All employees covered by other collective agreements, employees employed through research grants and students employed on campus.

## APPENDIX "A - 2"

Current as of September 2008

- Reflects Classes above Bench Band Level.

Position Title	Band Level	
Academic and Research Computing Specialist	07	
Academic Program Administrator	06	07*
Academic Program Assistant	04	05*
Accounting Clerk	04	
Accounting Clerk - C&C	04	
Accounts Clerk - Graduate Studies	05	
Administrative Program Administrator	07	
Administrative Program Assistant	04	05*
Administrative Systems Support Analyst	06	
Anatomy Technician	07	
Animal Surgery Technologist	07	
Animal Technician	03	04 07
Animal Technologist	07	
Archaeological Curator	08	
Archival Assistant	06	07
Archivist	10	
Archivist - Health Science Library	09	
Art Gallery Registrar	07	
Art Gallery Technician	03	
Assistant Cartographer	06	
Assistant Systems Officer	06	
Assistant to Instructional Designer	06	
Audiovisual Assistant	01	
Bookstore Clerk	01	
Bookstore Purchasing Clerk	06	
Botanical Garden Grounds Supervisor	06	
Budget Assistant (SWGC)	04	
Cartographer	09	
Cashier Clerk	01	
Cashier Clerk - SWGC	02	
Central Mail Room Supervisor	07	
Centre for Newfoundland Studies Supervisor	08	
Classroom Facilities Coordinator	06	
Clerk	01	
Clerk Stenographer	01	
Communications Administrator	07	

Current as of September 2008  
 • Reflects Classes above Bench Band Level.

Position Title	Band Level			
Computer Lab Supervisor	05			
Computer Operator	<b>03</b>			
Computer Support Specialist - QEII	<b>04</b>			
Computer Systems Specialist- Housing	05	<b>07</b>		
Concert Assistant	05			
Confocal Lab Supervisor	07			
Coordinator - ID Card Program	06			
Copyright Officer	05			
Craftsperson	05	06	07	08
Cryogenic Officer	07			
Customs Clerk	05			
Data Entry Operator	03			
Delivery Person	<b>01</b>			
Digitization Services Technician	06			
Distance Education Delivery Coordinator	07			
Distance Education Production Coordinator	08			
Draftsperson	05			
Duplicating Equipment Operator	02	03	<b>04</b>	05
Duplicating Satellite Supervisor	06			
Electron Microscopy Technologist	07	08		
Electronic Technologist	<b>04</b>	06	07	08
Engineering Technologist	06	07		
Evaluations Officer	06			
Exhibition/Education Curator	<b>10</b>			
Facilities Custodian	03			
Field-Diving Technician	<b>04</b>	05		
Fine Arts Workshop Supervisor	07			
Folklore Transcriber	<b>02</b>			
Graduate Enrollment Officer	05			
Graphic Artist	06	<b>07</b>		
Grounds Maintenance Worker- BG	03			
Head Gardener	07			
Health Professional Education Specialist	<b>08</b>			
Histology Laboratory Supervisor	07			
Housing Clerk	<b>02</b>			
Igen 3 Digital Press Operator	06			
IT Consultant	05			
Instructional Assistant	07	<b>08"</b>		

Current as of September 2008  
 " Reflects Classes above Bench Band Level.

Position Title	Band Level						
Instructional Design Assistant	05						
Instructional Design Specialist	07	08	09				
Instructional Development Assistant	05	06					
Intermediate Clerk	01	02*					
Intermediate Clerk Stenographer	02	03*					
Intermediate Secretary	04	05*					
Kinesiology Research Coordinator	06						
Laboratory Facilities Technician	03	04					
Laboratory Instructor	09	10*					
Lead Multimedia Specialist	09						
Learning Specialist	08						
Library Assistant	01	02	03	04	05	06	07
Library Equipment Repairperson	02						
Lithographic Press Operator	05						
Mail/Printshop Supervisor	07						
Managing Editor	06	<b>07</b>					
Marketing Coordinator - Graduate Studies	06						
Marketing Specialist	09						
Mathematics Learning Instructor	08						
Mechanical Bindery Operator	04						
Media Production Technician	04	05					
Medical Photographer	06						
Medical Technologist	06	07					
Micro Computer Support Specialist	05	06					
Micro Computer Support Specialist HSIMS	04						
Multimedia Assistant	04						
Multimedia Production Specialist	07						
Multimedia Specialist	04	05	06	07			
Music Technology Specialist	06						
Network Administrator	05	06					
Nursing Laboratory Instructor	08	09					
Oceanographic Assistant	05						
Off Campus Housing Co-ordinator	06						
PC Consultant	05	06					
Photographer	05	06					
Photographic Technician	04						
Phototypesetter	05						
Physical Education Facilities Coordinator (SWGC)	07						

Current as of September 2008  
 • Reflects Classes above Bench Band Level.

Position Title	Band Level				
Postal Clerk	01	02	03	04	
Press Operator	05	06			
Production Coordinator - Image Services	07				
Production Supervisor	07				
Production Technician - Image Services	05				
Production Technologist	06	07	08		
Professional Practice/Pharmacy Skills Laboratory Coordinator	10				
Program Coordinator	07				
Program Developer	08				
Programmer	05				
Programmer Consultant	05	06	07		
Project Accountant	06	07			
Publications Assistant	04	05			
Publishing Systems Support Analyst	07				
Purchasing Consultant	06				
Purchasing Officer	06				
Remote Sensing/GIS Specialist	07				
Research Assistant	06				
Research Computing Specialist	07	09			
Residence Maintenance Supervisor	06				
Revenue Cashier	02				
Science Laboratory Supervisor	06	07	09		
Science Technician	01	03	05	06	09
Secretary	03	04			
Senior Bookstore Clerk	04				
Senior Clerk	03	04			
Senior Clerk Stenographer	04				
Senior Computer Support Specialist - QEII Library	06				
Senior Data Entry Operator	04				
Senior IT Consultant	06				
Senior Programmer	06				
Senior Secretary	06				
Stores Clerk	01	02	03	04	05
Strength and Conditioning Specialist	07				
Student Affairs Officer	07				
Student Centre Services Clerk	02				
Student Health Nurse	08				
Student Service Coordinator	06				

Current as of September 2008

\* Reflects Classes above Bench Band Level.

Position Title	Band Level				
Student Support Specialist	05				
Supervisor - Digital Services	07				
Supervisor - Lending Services	07				
Supervisor of Acquisitions	09				
Supervisor of Catalogue Maintenance	07				
Supervisor of Circulation - QEII	<b>10</b>				
Supervisor of Circulation, Document Delivery & Reserves	07				
Supervisor of Copy Cataloguing	08				
Supervisor of Document Delivery- HSL	<b>06</b>				
Supervisor of Document Delivery - QEII	09	<b>10*</b>			
Supervisor of Electronic Resources and Serial	09	<b>10*</b>			
Supply Supervisor	07				
Switchboard Operator/Receptionist	<b>01</b>				
Systems Administrator - ECRC	<b>06</b>				
Systems Administrator	05	<b>06</b>			
Systems Programmer - Computer Science	05	<b>06</b>			
Systems Specialist - ECRC	05				
Technical Support Supervisor	08				
Technologist	05	06	07	08	09
Television Producer/Director	09				
Tendering Clerk	05				
Theatre Assistant	<b>01</b>	<b>04</b>			
Theatre Technician	07				
Visual Arts Studio Assistant	07				
Wardrobe Assistant	<b>03</b>				
Wardrobe Supervisor	07				
Web Specialist	<b>03</b>	<b>04</b>			
Wellness Educator	08				

## APPENDIX " A - 3"

### CUPE Discussion Listing

#### Inclusions/Exclusions Disputed List

The following classifications/positions which are currently excluded from the bargaining unit are under dispute between the parties. CUPE, Local 1615 will continue to pursue inclusions of these positions in the bargaining unit, during the term of this Collective Agreement.

Within 120 days of signing of this collective agreement the parties will meet to finalize this list and any positions not included in the bargaining unit or referred to the Labour Relations Board for a determination of bargaining unit status will be moved to the excluded list.

#### The Office of CRO

##### Alumni Engagement, Office of

Database Administrator (Band 8)  
Development Officer (Band 7, 8)  
Development Officer (Major Gifts) (Band 9)  
Research Officer (Prospects) (Band 7)  
Research Officer (Records) (Band 7)  
Research Officer (Campaign) (Band 7)  
Senior Development Officer (Band 8)

##### Humanities and Social Sciences, Faculty of

Digital Research Centre Coordinator (Band 7)  
Academic Program Officer (Undergraduate) (Band 11)  
Language Support Program Coordinator (Band 7)

##### Business Administration, Faculty of

Client Seminar Coordinator (Band 8)  
Coordinator of Professional Development Seminars (Band 6)  
Project Accountant (Band 7)

Information Technology Services

Enterprise Database Administrator (Band 8)  
Senior Programmer Analyst (Band 8)  
Supervisor - ccwebworks (Band 8)  
IT Services Advisor (Band 9)  
Senior Service Desk Analyst (Band 7)  
Project Management Analyst (Band 10)  
Application Administrator (Band 8)  
Purchasing Consultant III (Band 7)

CREAIT, CRC and CFI Services

Analytical Facilities Coordinator (Band 9)  
Research Laboratory Coordinator I (Band 7, 8, 9)  
Research Laboratory Coordinator II (Band 10)  
Project Accountant (Band 7)

Distance Education and Learning Technologies

Financial Analyst (Band 7)  
Educational Marketing Coordinator (Band 8)  
Manager - Marketing and Business Development (Band 9)  
Market Research and Business Development Officer (Band 9)  
Teaching Consultant (Band 10, 11)

Education. Faculty of

Coordinator - Field Studies (Band 8)  
Grants Facilitation Officer (Band 8)

Engineering and Applied Science, Faculty of

Project Accountant (Band 7)  
Manager - Industrial Outreach and Engineering Facilities (Band 11)

Financial and Administrative Services

Office Equipment Procurement Coordinator (Band 7)

Graduate Studies, School of

Graduate Enrolment Officer (Band 5)

Human Kinetics and Recreation, School of

Academic Program Officer {Band 9}

Athletic Therapy Coordinator (Band 9)

Marketing and Communications

Copy Writer (Band 7)

Events Assistant (Band 6)

Marketing Coordinator (Band 7)

Marketing Events Coordinator (Band 7, 8)

Web Editor (Band 7)

Medicine, Faculty of

Coordinator - Clinical Assessment & Enhancement {Band 9}

Financial Analyst (Band 7)

Project Accountant (Band 7)

Coordinator - UGME (Band 9)

Health Care Technician (Band 7)

Coordinator - Post Graduate Medical Education (Band 9)

Student Wellness Consultant (Band 9)

OE II Library

Financial Analyst (Band 6)

Registrar, Office of

Academic Advising Officer (Band 8)

Consortium Coordinator {Band 8}

Coordinator - Establishing Student Relationships Project (Band 9)

Student Retention Advisor (Band 8)

Science. Faculty of

Academic Program Officer (Undergraduate) (Band 11)  
Research Marketing Manager (Band 7)  
Systems Programmer III - Computer Science (Band 7)

Grenfell Campus

Project Manager (Band 10)  
Research Development Officer (Band 8)  
Conference Marketing Coordinator (Band 9)  
Computer Systems Specialist - Grenfell Campus (Band 7)  
Network Administrator- Grenfell Campus (Band 7)  
Web Specialist - Grenfell Campus (Band 3)  
Coordinator- International Student Programs (Band 7)  
Events Assistant (Band 6)  
Marketing Coordinator - Grenfell Campus (Band 7)  
Microcomputer Support Specialist - Grenfell Campus (Band 6)

Social Work, School of

Coordinator Continuing Education and Graduate Studies (Band 11)  
Student Services Coordinator (Band 9)

Student Life

Academic Advising Officer (Band 8)  
Financial and Administration Specialist (Band 7)  
Career Advisor (Band 7)  
Career/Technical IT Specialist (Band 6)  
Employer Relations Officer (Band 7)  
Experiential Learning Coordinator (Band 7)  
Senior Career Development Coordinator (Band 7)  
Coordinator - Code of Student Conduct (Band 8)  
International Student Advisor (Band 6)  
International Student Advisor (Settlement) (Band 7)  
International Student Advising - Office Manager (Band 10)  
Student Life Program Liaison Officer (Band 7)  
Student Leadership Program Coordinator (Band 7)  
International Student Advisor (Outreach) (Band 8)  
Student Accommodation Coordinator (Band 8)

Conference Planner (Band 8)  
Graduate Placement/ Career Advisor (Band 7)  
International Internship Officer (Band 7)  
Coordinator - Student Support Programs (Band 6)  
Development Coordinator (Band 7)

Technical Services

Craftsman IV (Band 9)

\*

## APPENDIX "B - 1"

### Salaries

#### Salary Implementation Formula

1. Implement the following salary scales as indicated:
2. Effective April 1, 2016  
Increase each step of each salary scale by 0%
3. Effective April 1, 2017  
Increase each step of each salary scale by 0%
4. Effective April 1, 2018  
Increase each step of each salary scale by 0%
5. Effective April 1, 2019  
Increase each step of each salary scale by 0%
6. Step Progression
  - (a) Employees shall advance two (2) steps on their respective salary scale on completion of each successive twelve (12) months of service from their last step progression subject to the maximum of the range.
  - (b) A newly hired employee shall advance two (2) steps on the salary scale on completion of twelve months service after the employee is hired and thereafter shall advance two steps for each year of service subject to the maximum of the range.
7. For the purpose of 6 above "service" shall mean any time during which an employee is in receipt of full salary from the University and includes a calendar month in which an employee is on special leave without pay for twenty (20) days or less. Periods of Long Term Disability up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression.

**APPENDIX B - 2  
SALARY SCALES**

## Canadian Union of Public Employees (Local 1615)

*Effective April 1, 2016 - March 31, 2020*

Pay level

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Step</b>															
01	30,542	32,670	34,952	37,353	39,910	42,585	45,383	48,338	51,407	54,631	57,979	61,449	68,138	74,859	81,551
02	30,891	33,043	35,352	37,783	40,365	43,076	45,907	48,891	52,001	55,257	58,642	62,152	68,921	75,719	82,488
03	31,243	33,418	35,754	38,213	40,827	43,567	46,428	49,447	52,590	55,888	59,307	62,860	69,704	76,582	83,425
04	31,592	33,794	36,156	38,643	41,285	44,054	46,948	50,000	53,180	56,515	59,977	63,564	70,487	77,442	84,362
05	31,943	34,174	36,559	39,077	41,745	44,543	47,470	50,561	53,770	57,144	60,644	64,268	71,269	78,302	85,305
06	32,298	34,545	36,962	39,501	42,203	45,033	47,991	51,111	54,361	57,771	61,308	64,978	72,053	79,159	86,242
07	32,646	34,922	37,363	39,931	42,662	45,521	48,515	51,671	54,953	58,399	61,977	65,681	72,836	80,023	87,177
08	32,997	35,295	37,763	40,360	43,119	46,011	49,033	52,226	55,542	59,027	62,640	66,389	73,617	80,883	88,112
09	33,348	35,674	38,164	40,791	43,576	46,500	49,558	52,782	56,137	59,656	63,307	67,095	74,399	81,739	89,052
10	33,703	36,050	38,565	41,216	44,037	46,990	50,080	53,332	56,728	60,284	63,975	67,802	75,187	82,605	89,988
11	34,052	36,424	38,968	41,648	44,496	47,481	50,600	53,892	57,316	60,909	64,642	68,508	75,967	83,462	90,928
12	34,401	36,801	39,369	42,074	44,957	47,970	51,122	54,451	57,907	61,535	65,309	69,216	76,751	84,323	91,864
13	34,752	37,175	39,770	42,507	45,416	48,463	51,645	55,005	58,498	62,164	65,974	69,922	77,533	85,181	92,802
14	35,102	37,552	40,174	42,935	45,871	48,951	52,166	55,558	59,088	62,793	66,641	70,628	78,317	86,043	93,737
15	35,456	37,924	40,574	43,368	46,328	49,439	52,685	56,113	59,680	63,422	67,305	71,334	79,101	86,902	94,675
16	35,807	38,302	40,976	43,795	46,791	49,926	53,208	56,672	60,268	64,051	67,976	72,037	79,884	87,766	95,610
17	36,157	38,679	41,375	44,225	47,246	50,416	53,730	57,225	60,861	64,679	68,639	72,746	80,668	88,629	96,550
18	36,509	39,051	41,781	44,655	47,705	50,909	54,249	57,783	61,454	65,305	69,305	73,451	81,450	89,488	97,487
19	36,861	39,429	42,183	45,082	48,167	51,398	54,774	58,335	62,044	65,936	69,972	74,157	82,234	90,349	98,425
20	37,209	39,804	42,583	45,511	48,627	51,887	55,296	58,891	62,634	66,562	70,640	74,866	83,018	91,209	99,363
21	37,561	40,178	42,984	45,943	49,085	52,372	55,818	59,447	63,177	67,191	71,304	75,573	83,800	92,070	100,301
22	37,912	40,557	43,385	46,373	49,542	52,861	56,337	60,005	63,816	67,820	71,973	76,276	84,584	92,928	101,236
23	38,262	40,930	43,788	46,797	49,998	53,354	56,861	60,559	64,406	68,448	72,639	76,987	85,367	93,787	102,173
24	38,616	41,306	44,191	47,230	50,459	53,842	57,381	61,115	64,996	69,071	73,304	77,687	86,151	94,650	103,113
25	38,965	41,684	44,594	47,659	50,917	54,334	57,904	61,669	65,589	69,703	73,970	78,397	86,933	95,512	104,048
26	39,317	42,058	44,995	48,085	51,374	54,822	58,428	62,227	66,181	70,329	74,636	79,101	87,715	96,369	104,989
27	39,668	42,433	45,394	48,518	51,838	55,310	58,947	62,780	66,769	70,959	75,302	79,811	88,499	97,229	105,923
28	40,018	42,806	45,798	48,950	52,297	55,801	59,467	63,338	67,360	71,586	75,974	80,514	89,283	98,090	106,863
29	40,367	43,183	46,199	49,377	52,754	56,290	59,989	63,894	67,953	72,213	76,641	81,222	90,064	98,950	107,797

## Canadian Union of Public Employees (Local 1615)

*Effective April 1, 2016- March 31, 2020*

Pay Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Step</b>															
30	40,720	43,560	46,598	49,805	53,210	56,781	60,510	64,449	68,544	72,842	77,305	81,927	90,848	99,811	108,736
31	41,073	43,932	47,005	50,234	53,671	57,270	61,034	65,000	69,135	73,471	77,968	82,633	91,629	100,669	109,671
32	41,422	44,312	47,403	50,666	54,129	57,757	61,555	65,561	69,722	74,097	78,634	83,341	92,415	101,534	110,611
33	41,777	44,684	47,807	51,095	54,585	58,248	62,077	66,116	70,316	74,724	79,303	84,047	93,201	102,394	111,549
34	42,125	45,060	48,205	51,525	55,046	58,736	62,600	66,671	70,905	75,351	79,969	84,751	93,981	103,255	112,487
35	42,474	45,437	48,609	51,953	55,506	59,228	63,118	67,224	71,500	75,983	80,638	85,456	94,766	104,114	113,422
36	42,828	45,810	49,008	52,383	55,962	59,717	63,642	67,781	72,090	76,607	81,301	86,162	95,547	104,977	114,362

**APPENDIX "C -1"**

Letters of Intent

\*

**PARKING FEES**

November 6, 2019

Ms. Theresa Antle  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Ms. Antle:

There shall be no increase in the parking fees beyond the increase in CPI over the life of the agreement. This letter shall expire on March 31, 2020.

Yours truly,

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

Mary Barron  
Associate Director of Human Resources  
Memorial University of Newfoundland

**ANNUAL VACATIONS**

November 19, 2008

Ms. Theresa Antle  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Ms. Antle:

Notwithstanding the provisions of Article 29 (Annual Vacations), Clause 29.02, those employees who are currently receiving four weeks' vacation shall not have their vacation entitlement reduced during the life of this Agreement.

Those employees who are employed in the classification of Video Producer/Director and Student Affairs Officer who are not entitled to overtime pay will receive an additional week's vacation in lieu thereof.

Yours truly,

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

Mary Barron  
Associate Director of Human Resources  
Memorial University of Newfoundland

**COMPRESSED SUMMER SCHEDULE**

November 19, 2008

Mr. Michael Murphy  
President  
Canadian Union of Public Employees,  
Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

This is to confirm the agreement reached between the University and the Canadian Union of Public Employees, Local 1615, that where operational requirements permit, the University agrees to discuss with the Union the introduction of flexible work schedules during the period June 1st to August 31st of each year.

Yours truly,

A handwritten signature in black ink, appearing to read 'Claude Horlick', written in a cursive style.

Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**DIRECT DEPOSIT**

November 19, 2008

Mr. Michael Murphy  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

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

Yours truly,

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

Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**EARLY RETIREMENT INCENTIVE/PENSION PLAN**

November 19, 2008

Mr. Michael Murphy  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

This will confirm the agreement reached between the Canadian Union of Public Employees, Local 1615, that should the University implement an early retirement incentive program that such a program will be offered to the members of CUPE Local 1615.

This will also confirm the agreement reached between the University and the Canadian Union of Public Employees, Local 1615, that should any user of the MUN Pension Plan be allowed to separate themselves from the current Plan for the purpose of establishing a separate Plan then CUPE Local 1615 will be permitted to explore the same option for their members.

Yours truly,



Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland



# Memorial

University of Newfoundland

Department of Human Resources

## Letter of Understanding

December 13, 2002

Mr. Ralph Tapper  
President  
CUPE, Local 1615

Dear Mr. Tapper:

### **Re: Joint Trusteeship of MUN Pension Plan**

The purpose of this letter is to set out separately from the collective bargaining process the university's position as it relates to the implementation of Joint Trusteeship.

#### **1. Governance**

Memorial University is committed to the implementation of Joint Trusteeship of the MUN Pension Plan by March 31, 2004, subject to the consensus of the Union stakeholders (CUPE, NAPE and MUNFA). A committee, to include representatives of the parties, will be established by March 31, 2003, to identify and resolve any matters required to implement joint trusteeship.

#### **1. Study Re: Contribution levels**

The University will request the Pension Plan actuaries to complete a study and assessment of the contribution level required by members of CUPE to fund current service costs and to fund indexing costs pursuant to the template adopted for the public sector. This study shall be completed using principles and practices established by the actuarial profession for completing such an assessment.

The study shall be concluded on or before March 31, 2003. Prior to commencing the study, the plan actuaries shall meet with representatives of CUPE to discuss any concerns with respect to the methodology to be used.

Mr. Ralph Tapper  
December 13, 2002  
Page 2

**3. Asset Distribution**

Any distribution of assets shall be done in accordance with principles adopted by the actuarial profession for such purpose.

In any event, no distribution of plan assets shall occur until there is consensus among the stakeholders on the methodology to be used to determine the distribution of the plan assets.

If the parties are unable to reach consensus on the methodology to be used, they shall submit the matter to an arbitration panel in accordance with the provisions of the Labour Relations Act.

**4. Representation**

The matter of representation among plan members on any trusteeship involving members of CUPE Local 1615 will require a consensus among the Union stakeholders of that plan. If the parties are unable to reach a consensus on this issue, the university shall submit the matter to an arbitration panel in accordance with the provisions of the Labour Relations Act.

Yours truly,



Monty Green  
Special Projects Advisor  
and Team Coordinator

- c. W. Wayne Thistle, Vice-President (Administration and Finance) and Legal Counsel  
Gerard McDonald, Director of Human Resources  
Brian Farewell, National Representative CUPE

PENSIONS AND BENEFITS

0

November 19, 2008

Mr. Michael Murphy  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

This is to confirm our discussions during negotiations with respect to Article 40 - Pensions and Benefits. The Employer can confirm that the Union will be provided with an opportunity to meet with and make submissions to the Committee and to make such other representations as are appropriate in order to accomplish the Committee's obligation to consult broadly on this very important matter.

Yours truly,



Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**BENEFITS COMMITTEE**

November 19, 2008

Mr. Michael Murphy  
President  
Canadian Union of Public Employees  
Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

The parties recognize that the current composition of the benefits committee creates an inequitable situation for CUPE members.

The employer will exercise its best efforts to address this situation during the life of the agreement.

Yours truly,

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

Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**OH&S OVERSIGHT COMMITTEE**

November 19, 2008

Mr. Michael Murphy  
President, CUPE Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

Further to our recent discussions, this is to confirm that the employer will work with CUPE, Local 1615 representatives to develop an appropriate model of committee structures to comply with the regulatory requirements of the Occupational Health and Safety Act. In recognition of the size and complexity of the university campuses, a revised model(s) of compliance will be considered whereby a new oversight committee will develop or work with other committees for effective implementation and monitoring of the individual units, with regulatory responsibility vested with all the committees and through routine reporting of all committees to the oversight committee.

Yours truly,



Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

## Developmental Opportunities

November 19, 2008

Mr. Michael Murphy  
President, CUPE Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

The Employer and the Union acknowledge the advantage of providing developmental opportunities for current staff especially in the current competitive recruitment environment. Providing such opportunities has a positive impact on employee morale and the reputation of Memorial University as an employer who supports the development of its staff.

This is to confirm our discussions during negotiations that employees who apply for advertised positions and are both identified as minimally qualified and suitable for developmental opportunities then such employees will be appointed to the position at the advertised Band Level with a developmental plan outlining training and experiential learning required to perform the position in the short term as reflected in the advertised Band Level.

Yours truly,



Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**JOB EVALUATION REVIEW**

November 19, 2008

Mr. Michael Murphy  
President, CUPE Local 1615  
Memorial University of Newfoundland

Dear Mr. Murphy:

The Employer and the Union recognize the need for the fair and equitable job evaluation processes and procedures. Employee morale and the reputation of Memorial University are improved when the process is fair, consistent and transparent.

This is to confirm our discussions during negotiations with respect to Article 39 - Job Evaluation, that a review will be conducted of the job evaluation plan and process and other identified issues by the employer and the union with the participation of Watson Wyatt Management Consultants.

Yours truly,



Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland

**\* BUMPING**

November 6, 2019

Ms. Theresa Antle  
President, CUPE 1615  
Memorial University of Newfoundland

Dear Ms. Antle:

This will confirm the understanding reached during recent negotiations that within thirty (30) days of signing of the Collective Agreement a committee consisting of an equal number of Union and Employer representatives will be formed to review the current bumping process, as outlined in Article 19. The Committee **will** work together in an effort to find efficiencies within the current bumping process.

Sincerely,

A handwritten signature in black ink that reads "Mary Barron". The signature is written in a cursive, flowing style.

Mary Barron  
Associate Director of Human Resources  
Memorial University of Newfoundland

APPENDIX "C-2"

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1615**

This memorandum of Understanding was entered into between Memorial University of Newfoundland and CUPE, Local 1615, during Collective Bargaining for renewal of the Collective Agreement which expired on September 30, 2001.

During Collective Bargaining, the parties discussed a number of issues of mutual concern, such as the respective rights and responsibilities of the Employer, Employees and Union, fairness, consistency and productivity in the work place, fear of retaliation and above all, rights and privileges.

Accordingly, the purpose of this statement is to set out some basic understandings between Memorial University and CUPE, Local 1615, with respect to their relationship as employer, Employees and Union.

It is understood that it is the mutual intent of the Employer, Employees and the Union to carry out their respective responsibilities and obligations reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

**Professional Development/Job-Related Training**

The University recognizes that Professional Development/Job-Related training play an important role in achieving the University's mission. Accordingly, the University promotes an environment conducive to employees developing their job related skills, knowledge, abilities and career potential.

The Employer and the Union agree there is a mutual interest in this area. The Employer agrees to consult with the Union to discuss development needs and proposed or contemplated programs.

The Employer will endeavour to support the personal and professional development needs of the employee to meet his/her career goals within the University. Opportunities for education and training shall be provided as an ongoing means of enabling employees to maximize their skills and abilities.

Specific program details will be determined through the regular Labour Management Committee Structure. Both parties shall be permitted to have resource persons present at committee meetings as deemed necessary.

### **Educational Assistance**

The parties agree to establish a committee consisting of two (2) representatives of the employer and two (2) representatives of CUPE Local 1615 to review the issue of educational assistance.

The committee shall review any issues respecting educational assistance which either party may wish to discuss.

The committee shall commence its work within thirty (30) days of the signing of this Collective Agreement and shall present its final report to both parties not later than September 30, 2003.

### **Organizational Change**

The parties recognize the concerns that employees may have regarding the impact of organizational change upon their terms and conditions of employment. The parties agree that a fair, consistent and humane approach to management and staff changes is critical to ensure that individuals affected receive all the entitlements, information, and assistance they need. Emphasis will be placed upon clear and open communication with all employees and the union in the event of organizational change.

To help in alleviating these concerns, and without precluding the Employer's right to implement change, the Director of Human Resources will arrange a meeting to discuss fair and equitable treatment of any employee affected, and to review all possible options which may mitigate any negative effect to an individual or group of employees.

When the Employer implements organizational change, such change will be implemented in accordance with the terms and conditions set out else where in this Collective Agreement.

### **Upscale Hiring**

This memorandum of understanding was entered into between Memorial University of Newfoundland and CUPE Local 1615 during collective bargaining October 1, 2001 - March 31, 2004.

During these negotiations, discussions took place with respect to hiring up scale for new employees of the university. The parties recognize Labour Market changes may produce shortages of particular skills and knowledge in certain occupations. There may be occasions when it is necessary to pay beyond the hiring rate at step one of the particular band level to attract the appropriate candidates for key positions.

It is further agreed that when these conditions are present, the University will consult in advance with the Union through the Labour Management Committee structure, and in such consultation will establish that the rates are required to meet the needs of the University.

The Labour Management Committee will identify the University/CUPE classifications where upscale hiring has occurred, with the intent being that only those classifications, where employees hired upscale are placed on a step higher than more senior employees in that classification, will be addressed.

A report from the Committee shall be submitted to the Employer and the Union by April 30, 2003.

Further, the committee will review the need for addressing such anomalies or concerns and will recommend the manner in which these issues are to be addressed.

Recommendations of the Committee not implemented during the term of this agreement shall be referred to the next round of bargaining.

#### **Field House/School of Human Kinetics and Recreation**

The Employer agrees that all work which is now performed by CUPE Local 1615 members at the Field House/School of Human Kinetics and Recreation shall continue to be performed by CUPE Local 1615 members.

## MEMORANDUM OF UNDERSTANDING

### Apprenticeship Training Program

#### 1. **Overview**

Both parties recognize that participation in an Apprenticeship Training Program forms part of Memorial University's recruiting strategy and also creates valuable training opportunities for the development of skilled trades for our local industry.

#### 2. **Eligibility**

Trades Apprentices who maintain their standing in the Apprenticeship Program shall be employed as Contractual employees in accordance with the terms of this Collective Agreement, except as set out in this Schedule.

#### 3. **General Criteria**

##### (a) Registration

Apprentices are to be registered with the Department of Education, Division of Institutional and Industrial Education.

##### (b) Designated Trades

The apprenticeship program will apply to all apprentices in the Department of Technical Services as follows:

- Machinists
- Welders
- Refrigeration and Air Conditioning Mechanic
- Sheet Metal Worker
- Any other Trades classification as mutually agreed by the Employer and the Union.

##### (c) Previous Training

Apprentices may be given credit for previous training and experience on the recommendation of the Department of Education, Division of Institutional and Industrial Education (Provincial Apprenticeship and Certification Act).

##### (d) Training Period

During the training period, the Department Head will review progress at the respective block intervals or at the conclusion of a contract term. The Department Head may either recommend a further training period or termination, subject to the Department of

Education, Division of Institutional and Industrial Education guidelines. Unsatisfactory progress or failure to complete a block may be considered just cause for termination.

(e) Progression Schedule

The Rate of Pay is determined from the Department of Advanced Education and Skills and is based on the current journeyman entry rate. The Department of Advanced Education and Skills recommendations are as follows:

Program Duration	Wage Rates	
	7200 Hours	1 <sup>st</sup> Year
2 <sup>nd</sup> Year		70%
3 <sup>rd</sup> Year		80%
4 <sup>th</sup> Year		90%
5400 Hours And 4800 Hours	1 <sup>st</sup> Year	60%
	2 <sup>nd</sup> Year	75%
	3 <sup>rd</sup> Year	90%

**4. Program Completion**

- (a) Upon successful completion of the apprenticeship program, and upon application for a vacant position, an ex-apprentice shall be deemed to be senior to outside applicants, provided that the position for which the ex-apprentice applies is filled within twenty-four (24) months from the date of her/his termination. The ex-apprentice will be hired at the current journeyman entry rate, and will advance on the scale in accordance with Step Progression under the Salary Implementation Formula.
- (b) Service by an apprentice during the apprenticeship program shall be credited toward seniority only if she/he is re-employed in a regular position within twenty-four (24) months of the completion of the apprenticeship program.

**5. Other Provisions**

- (a) The following provisions of the Collective Agreement shall not apply to employees hired under this Apprenticeship Training Program, Clauses 21.07b, 21.07c, 21.07d, 21.08, 21.12, 21.14, 21.15, 34.01 and 34.03 and Articles 29, 32, 39, 47, 52, Appendices E, G and H.
- (b) Apprentices shall be eligible for overtime during the Apprenticeship program provided they work under the supervision of a bargaining unit Journeyman.

- (c) Apprentices shall be entitled to accumulate vacation at the rate of one and one-quarter (1 1/4) days for each month of service. Vacation shall be accumulated by Apprentices and they shall be entitled to request and receive vacation on the same basis as other employees.
- (d) While in school, apprentices shall be on approved leave without pay and will have the option to continue participation in the benefits program.
- (e) Apprentices shall be permitted to apply for other positions while employed as Apprentices provided they are prepared to abandon the Apprenticeship program. Should an Apprentice obtain another position, previous service as an Apprentice shall be credited for Seniority purposes only and any terms of this apprenticeship program shall discontinue.
- (f) Apprentices must work under the supervision of a Journeyman. Apprentices shall not be used to replace full-time Journeymen.

Apprentices in the final year of their training program shall be permitted to apply for Journeyman positions. If selected as the successful applicant, the offer of employment for the apprentice shall be contingent upon the successful completion of their program of study.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1615

Essential Animal Care

The parties agree that the proper care of all research animals will be maintained in the event of a strike or lockout. The purpose of this Agreement or its continuance is to ensure proper care includes provision of appropriate temperature, humidity, light, fresh ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

In the event of a strike or lockout, the parties agree that the number of staff which may be required to provide for the care of research animals. If possible, the number of employees required to fulfill this obligation will be determined at least ten (10) working days before the commencement of a strike or lockout and the parties will meet to discuss the schedule and duty assignments.

Mary Barron  
On behalf of Memorial University

S. J. SVR  
On behalf of CUPE, Local 1615

date

1/10/11

14.11.11  
wtp.ess

## APPENDIX "D"

### 1. Non-Credit Courses {excluding certificate programs}

#### a) Description

Many educational programs are offered under the umbrella of professional and skills development through the delivery of either courses, workshops and/or seminars. These courses include knowledge and skill development to enhance an employee's work performance and can be applicable for either supervisors/managers or non-supervisory employees. Such training is offered within the university through the Department of Human Resources, the Gardiner Centre, Fisheries & Marine Institute, and local vendors.

#### b) Eligibility

All employees are eligible to apply to attend this type of training.

#### c) Approval

Approval to attend any training program must be obtained prior to payment of registration fees and attendance at the training program. The University has no obligation to pay for programs which have not received prior approval.

The employee should complete an *Application To Undertake Training Program* form and send it, with the Department Head's signature, to MyHR, Department of Human Resources. A copy of the requested program brochure should be attached to the application form.

The application will be approved on the basis of: the training budget; the nature and assessed quality of the course; the relevance of the training to the employee's position; the availability of alternative methods of delivery; and the recommendation of the Department Head.

#### d) Funding

The registration fee of the training program will be disbursed through a central University account administered by the Department of Human Resources. The maximum funding for any one program, through this account, will be an amount equivalent to the tuition fee for one undergraduate course. Any additional registration fees will be the responsibility of the employee and/or the respective department.

## 2. Professional Certificate Programs

### a) Description

This type of training involves more than one course and would normally lead to the awarding of a diploma, license, and/or certificate. The training enables employees to upgrade qualifications in their areas of employment while continuing employment. An example of this type of program is the Supervisory Management Program offered through the Gardiner Centre.

### b) Eligibility

Employees in permanent, sessional or one-year contractual positions are eligible to apply for funding for these programs.

### c) Approval

At the time the certificate program is to be undertaken, an *Application To Undertake Training Program* form should be completed and sent, with the Department Head's signature, to MyHR, Department of Human Resources. A letter should be attached to the application form outlining the nature of the course, the importance of the certificate program in enhancing work performance, and a recommendation from the Department Head.

The application will be approved on the basis of: the training budget; the relevance of the program to the employee's position; and the recommendation of the Department Head.

Courses paid through external sources will be evaluated on an individual basis.

### d) Funding

The course registration/tuition fees will be disbursed through a central University account administered by the Department of Human Resources to a maximum of an amount equivalent to the tuition fee for one undergraduate course. Any additional registration/tuition fees will be the responsibility of the employee and/or the respective department.

### 3. University Credit Courses

a) Description

As an educational institution, the University offers many courses which may be of interest to employees. As an employer, the University encourages its employees to continue their education and encourages employee development.

b) Eligibility

Permanent employees, sessional employees, and contractual employees whose contract (or series of contracts) is for a period greater than 6 months are eligible to undertake one credit course per semester.

c) Approval

Approval for financial assistance for credit courses must be obtained prior to the semester for which assistance is requested. The University has no obligation to pay for courses which have not received prior approval.

The employee should complete an Application for *Financial Assistance for Memorial University Credit Course* form and send it, with the Department Head's signature, to MyHR, Department of Human Resources.

When a course is not available outside normal working hours, an employee may be permitted to register for or audit one course during working hours on approval of the Department Head.

d) Funding

Upon approval from the Department of Human Resources, the employee will be eligible to have the equivalent of either one undergraduate or one graduate course fee paid for each semester a course is taken. Employees must apply for each semester funding is requested.

Where an employee is enrolled in a graduate program but does not register for a course, there will be no tuition fee paid by the University. Where an employee is in the process of conducting research as partial requirement for a graduate degree and all course requirements have been completed and where the focus of the research study is directly related to the employee's job responsibilities, the employee may make request to MyHR by completing the Application for Financial Assistance for Memorial University Credit Course Form to have the equivalent of the graduate continuance fee paid for that semester.

The tuition fees will be disbursed through a central University account administered by the Department of Human Resources. The employee will be responsible for all other costs such as textbooks, student union fees, laboratory fees, and research and project fees.

**4. Reimbursement of Financial Assistance**

- a) Where an employee has received financial assistance (registration fees, tuition fees) and fails to complete the course (a grade is not awarded) and/or terminates employment with the University prior to the end of the course, the employee may be required to reimburse the University.
- b) Where an employee is granted assisted leave and does not return to the University for a period equal to that leave, the employee shall repay the amount of financial assistance on a prorated basis based on the period of time worked following return from assisted leave.
- c) Where an employee has received financial assistance for a certificate course and terminates employment with the University within one year of assisted payment, a prorated amount of the financial assistance will be recovered from the employee upon termination.

**5. Exceptions to the Policy**

Notwithstanding any clause of this policy, exceptions may be granted in extenuating circumstances, upon recommendation of the employee's Dean/Director, and with the approval of the respective Vice-President.

\*

## APPENDIX "E"

### Labrador Benefits Agreement

#### **ARTICLE 1 - SCOPE**

- 1.1 This Appendix is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Local 1615 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 Schedule "A":

##### Schedule "A"

##### Labrador Allowance

	<b>DATE</b>	<b>SINGLE</b>	<b>DEPENDENT</b>
<b>GROUP I</b>	April 1, 2009	\$2650	\$5300
	April 1, 2010	\$2750	\$5500
	April 1, 2011	\$2825	\$5650
	April 1, 2012	\$2825	\$5650
<b>GROUP2</b>	April 1, 2009	\$3070	\$6130
	April 1, 2010	\$3185	\$6360
	April 1, 2011	\$3270	\$6530
	April 1, 2012	\$3270	\$6530
<b>GROUP3</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 spouses 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 spouses 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 Appendix 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 Appendix, 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.

**"SCHEDULE A"**

**COMMUNITY GROUPING**

**GROUP!**

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

**GROUP2**

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

**GROUP3**

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

## APPENDIX 'F'

### Deferred Salary Leave Plan

#### 1. 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.

#### 2. ELIGIBILITY

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

#### 3. 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.

#### 4. 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 CUPE 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.

5. 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 Pay

Vacation 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 as attached 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.

## 6. 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 14 or 22, or who is laid off in accordance with Article 19, 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.

## 7. CHANGES IN THE PLAN

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

## APPENDIX "G"

### Job Evaluation Appeal Procedures

#### **A. Definitions:**

- (a) "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to his/her current position, in accordance with Article 39, Job Evaluation.
- (b) "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
- (c) "Classification" means the identification of a position by reference to a Class Title and Band Level.
- (d) "Department Head" means Deans, Department Heads, and Directors, or any official authorized, in writing, to act on behalf of the Department Head.
- (e) "Rating(s)" mean the numeric grades assigned to each factor through the application of the Aiken Plan.
- (f) "Review" means an assessment conducted by the Department of Human Resources as a result of employee initiated request.

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

- (i) There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair. Alternate committee members shall be selected as per Section B to ensure the timely completion of job evaluation appeals.
- (ii) The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
- (iii) The Committee shall hold meetings on appeals and shall meet with the appellant, Department Head and a representative from the Department of Human Resources to assist the Committee in conducting the appeal.
- (iv) The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Administration and Finance) and Legal Counsel.
- (v) The appellant may be accompanied by another person of the appellant's choice from within the University or the Union, who may address the Committee on the appellant's behalf.

- (vi) The employing Department concerned shall allow time off from regular duties to any employee who is required to meet with the Committee, or the person accompanying the appellant. In respect of such absence, the employee shall be regarded as being on authorized absence with pay.
- (vii) The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Aiken Plan within Memorial University of Newfoundland. Training in the application of the AIKEN Plan will be provided to all committee members, as required.
- (viii) The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.

**C. Procedures:**

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

1. An employee requesting appeal must complete the Request for *Appeal of Job Evaluation Review Results* form. The form should be sent to the Job Evaluation Appeal Committee within 10 days after receipt of the written notification of the review results from the Department of Human Resources.
2. The *Request for Appeal of Job Evaluation Review Results* form must indicate which factor(s), under the Aiken Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the Aiken Plan to assist in his/her submission. Copies of the Aiken Plan are available from the Department of Human Resources and the Union office.
3. An appeal shall not be submitted to, or considered by, the Committee:
  - (i) Unless procedures governing a request for review, as set forth in Article 39, have been followed.
  - (ii) On any criteria which differs from the original review conducted by the Department of Human Resources.
4. The Committee shall render a decision on appeals within 60 days of receipt, and the decision shall be conveyed, in writing, over the signature of the Chair to the appellant. The notification from will include the rating(s) on the factor(s) appealed by the employee, the point total, the Band Level assigned, the Band Level point range and the effective date. The form will be copied to the Department Head and the Department of Human Resources, for appropriate action.
5. Changes to a higher Band Level will be processed in accordance with Article 21.12.
6. The decision of the Appeal Committee is final.

**APPENDIX "H"**

**Waiver of Union Representation**

Name of Employee: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

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This is to confirm that I have been advised by management that, in accordance with Article 4, Employee Rights, of the CUPE Local 1615 Collective Agreement,

I have a right to be accompanied by a Union Representative at the meeting

between \_\_\_\_\_;

and I, scheduled for \_\_\_\_\_ and have waived this right.

I further understand that at any point during this procedure I can revoke this waiver and have access to Union Representation.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

## YOU ARE THE UNION

A few "DO's" and "DON'T's" calculated to test the sincerity of We who are the UNION:

- Do Study the Constitution.
- Do Study the By-Laws.
- Do Study the Agreement.
- Do Attend as many meetings as possible.
- Do Get acquainted with the Steward in your Department.
- Do Learn the difference between a grievance and complaint.
- Do Memorize the Order of Business and follow it when attending meetings (when in doubt ask guidance of the Chair).
- Do Think before WE vote!
  
- Don't Say "**Why** doesn't the Union" instead of "Why don't WE ... ?"
- Don't Stay away from meetings and gripe about "Unwise" decisions afterwards.
- Don't Attend meetings that may be of a disciplinary nature without the presence of a shop steward.
- Don't Think that if things are not to OUR liking there just isn't anything WE as individuals can do about it.
- Don't Believe the Union is not vitally important to US. Next to OUR home and family, the Union is OUR most important interest.
- Don't Leave this booklet at home - carry it at all times.

### **Eligibility (for election to office)**

To be eligible for nomination a member shall have attended at least fifty (50) percent of the membership meetings held in the previous twelve months or in the period they were a member, if less that a year.

## **WHAT YOUR UNION DOES FOR YOU**

A Union Agreement Provides:

Guaranteed wage rates.

Job security.

Grievance procedure.

Paid vacations and Statutory Holidays.

Regular hours of work.

Overtime premium.

Opportunity for progression through job posting.

Compassionate leave with pay.

A means of establishing and maintaining satisfactory working conditions.

**Memorial University of Newfoundland  
C. U. P. E., Local 1615**

