

**UNION PROPOSED AMENDMENTS TO THE
COLLECTIVE AGREEMENT**

BETWEEN



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1615**

AND

Memorial University of Newfoundland and Labrador

Agreed Items

July 27, 2023

:KT/cope491

SCHEDULE 1

Article 2 – Definitions

2.01 For the purpose of this Agreement:

(c) **"Classification" shall mean a categorization of a position into a job family, inclusive of an associated salary range.**

*Renumber the rest of the article

(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" 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) **"Full-time Employee" refers to hours of work equal to or more than that prescribed in Article 24 – Hours of Work.**

(iii) "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

(iv) "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.

(v) **"Seasonal Employee" shall mean any employee within the Bargaining Unit whose services are of a seasonal and recurring nature.**

(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.

(o) "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.

- (r) "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.
- (t) **“Vacancy” – shall mean an opening in the bargaining unit that the Employer requires to be filled that is known to be of a definitive thirteen (13) weeks or greater in duration.**

Article 4 – Employee Rights

- 4.04** Employee’s 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. **This waiver will form part of the employee’s personnel file.**

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.~~

The Employer agrees that in accordance with the provisions of the Newfoundland and Labrador *Human Rights Act* (SNL2010 CHAPTER H-13.1), there shall be no discrimination based on the enumerated grounds outlined in the *Human Rights Act* or activity in the Union.

Article 7 – Union Security and Dues Check Off

- 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
Campus
Email Address – where available

7.06 Union Orientation 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.

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 **electronically**. ~~on the bulletin Board.~~

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~~ **Arbitration Board** 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~~ **Arbitration Board** shall have the power to modify disciplinary measures imposed by the Employer, but in no event shall the ~~Board of Arbitration~~ **Arbitration Board** have the power to alter, modify, or amend this Agreement in any respect.

Article 14 – Discipline, Suspension, and Discipline

- 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~~ **they** 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.

Seniority 19 – Seniority

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.~~

- (i) **A permanent employee whose position is affected by the Employer's decision to make the position redundant shall either accept layoff or displace one of the three most junior permanent employees in their classification at the same or lower band level provided that they have the education, training and qualifications to perform the work required.**

A displaced permanent employee shall displace one of the three most junior permanent employees at the same or lower band level provided that they have the education, training and qualifications 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.

19.13 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, **for a period of twelve (12) months from the employee's initial lay-off or bump. After twelve (12) months have lapsed the employee must bump from the band level of their existing position.**

Article 21 – Appointments and Staff Changes

- 21.01** (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. **This period may be extended up to the number of days the employee has been absent from the workplace during the probationary period. The Local President or designate shall be consulted prior to such extensions.**
- (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~~**they** currently ~~occupies~~ **occupy** 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.

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 service 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

24.07 (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 1/2~~ **7** hours per day or ~~32 1/2~~ **35** 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.

The employees in the Bonne Bay Aquarium and research Station and other seasonal employees that are employed from June to September shall be exempt from the Summer Hours as listed in Article 24.07 a-d.

(b) In the case of flexible work schedules, overtime will only be paid for time worked in excess of ~~32 1/2~~ **35** hours per week.

Article 27 – Call Back

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 in Article 33, Clause 33.02, **for actual distance travelled up to a maximum of ten dollars (\$10) forty (40) kilometers.**

Article 28 – University Holidays

28.01 (a) There shall be **fifteen (15)** designated paid holidays as follows:

- | | |
|---------------------|--|
| 1. New Year's Day | 9. Regatta Day |
| 2. 2 January | 10. Labour Day |
| 3. Mid-March | 11. National Day for Truth and Reconciliation |
| 4. Good Friday | 12. Thanksgiving |
| 5. Commonwealth Day | 13. Remembrance Day |
| 6. Mid-June | 14. Christmas Day |
| 7. Memorial Day | 15. Boxing Day |
| 8. Mid-July | |

- (b) In addition to the holidays referred to in (a) above, full-time employees will receive two **(2)** 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.

Article 29 – Annual Vacation

29.XX Unused Vacation Paid to Estate

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

Article 30 – Sick Leave

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.

Employees returning from a sick leave absence greater than 30 days are required to provide a two-week notice period to their Supervisor prior to their return to the workplace. Satisfactory completion of a Functional Assessment Form indicating medical clearance may be required.

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 **through the employee's immediate supervisor**. 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, **an acceptable** medical certificate must be provided to the ~~Human Resources Office through the~~ Department Head **through the employee's immediate supervisor**. **Where the Employer requires further detail regarding an employee's ability to perform their duties the employee may be required to provide the University's Functional Assessment Form, to be completed by a medical professional. In instances where an employee is unable to access their personal medical professional(s), they may use the Employer's third-party medical provider to complete the Functional Assessment Form at no cost to the employee. in accordance with Article 36.01.**
- (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~~ **an acceptable** 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, **or delegate**. Approval, when granted, will apply to the total period of such illness. **In order for an employee's annual leave to be converted to sick leave, the employee must contact their supervisor during the period of illness.**

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)~~ **twelve (12)** 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 Employer will confirm that appeals have**

expired and will copy the Union on correspondence to employees who are approaching the twelve (12) month expiry as set out in this Article.

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

Article 31 – Other Leaves

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~~ **they are** entitled under that procedure.

31.05 Maternity/Adoption/Parental Leave

- (a) The commencement and termination dates of an employee's maternity/adoption/ parental leave ~~without pay~~ shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of 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. **This is inclusive of both unpaid leave and supplemental paid leave.**
- (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 purpose including promotion, layoff and recall.
 - (iii) Annual leave shall accrue during periods of maternity/adoption/parental leave ~~without pay~~.

- (iv) 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~~.
- (d) **The employee will return to work on the expiry date of the maternity/adoption/parental leave unless the return to work date is modified by the approval of another form of leave.** 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.
- (e) An employee may be awarded sick leave for illness regardless of its association with pregnancy any time prior to the scheduled beginning of the employee's maternity/adoption/parental leave ~~without pay~~ or the birth of the child, whichever occurs earlier.
- (f) The employee's insured benefits will continue to be cost shared between the employee and the Employer while on maternity/adoption/parental leave.
- (g) **An employee who has been granted maternity/ adoption/ parental leave shall be paid a Supplemental Allowance in accordance with Article 31.05(h), provided that the employee:**
 - (i) **provides the Employer with proof that the employee has applied for and is in receipt of maternity or parental benefits pursuant to the Employment Insurance Act in respect of insurable employment with the Employer.**
 - (ii) **has completed six (6) months of continuous employment before the commencement of the maternity/adoption/parental leave and is eligible for the Employer's Group Benefits Plan.**
 - (iii) **has signed an agreement with the Employer stating that:**
 - (A) **within eighteen (18) months following the employee's return to work, as described in Article 31.05(d), the employee will work a period equal to the number of full-time weeks for which the employee received the Supplemental Allowance.**
 - (B) **for the purpose of Clause (A), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked.**

- (C) should the employee fail to return to work in accordance with Article 31.05(d), for reasons other than death, contract or term end date, early termination due to lack of work, having become disabled, or another reason which is approved by Human Resources, the employee will be required to repay the Employer for the full amount of the Supplemental Allowance the employee has received;**
 - (D) should the employee return to work but fail to work the total number of weeks as specified in Clause (A) for reasons other than death, contract or term end date, early termination due to lack of work, having become disabled, or another reason which is approved by Human Resources, the employee will be required to repay the Employer for the remaining number of weeks owing.**
 - (h) Supplemental Allowance payments shall be calculated and paid as follows:**

 - (i) where an employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity or parental benefits, ninety-three percent (93%) of the employee's weekly rate of pay for the waiting period, less any other monies earned during this period, and**
 - (ii) for sixteen (16) weeks during which the employee receives a maternity or parental benefit pursuant to the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance benefit the employee is eligible to receive (based on the Employment Insurance maternity benefit rate or standard parental benefit rate of 55% and associated maximum) and ninety-three percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period.**
 - (iii) the total Supplemental Allowance that may be paid to an employee under this Article is up to seventeen (17) weeks.**
 - (iv) where both parents are employees of the Employer, they have the option of sharing supplemental allowance benefit, however, the total benefit paid shall not exceed seventeen (17) weeks for both individuals combined.**

- (i) The Supplemental Allowance to which an employee is entitled is limited to that provided in paragraph (h) and an employee will not be reimbursed for any amount that the employee may be required to repay pursuant to the Employment Insurance Act.
- (j) The weekly rate of pay referred to in paragraph (h) shall be:

 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of Maternity/adoption/parental leave.
 - (ii) for an employee who has been employed on a part-time, seasonal, sessional, or on a combined full-time and part-time basis the weekly rate of pay will be calculated based on the employee's average weekly earnings for the past 26 weeks.
 - (iii) Where an employee opts for the extended Employment Insurance parental leave, the supplemental allowance benefit will still be calculated according to paragraph (h) based on top up on the standard Employment Insurance parental benefits rate (55%) and applicable Employment Insurance weekly maximums. For clarity, the total amount of supplemental allowance during the extended parental leave shall not exceed the total supplemental allowance that would have been paid had the employee chosen the standard parental leave.
- (k) The weekly rate of pay referred to in paragraph (j) shall be the rate to which the employee is entitled for the employee's permanent position to which the employee is appointed.
- (l) Notwithstanding paragraph (k), and subject to subparagraph (j)(ii), if on the day immediately preceding the commencement of maternity/adoption/parental leave an employee has been in a temporary assignment or secondment which would otherwise continue for at least the next 17 weeks, the weekly rate shall be the rate the employee was being paid on that day.
- (m) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity/adoption/parental allowance, the allowance shall be adjusted accordingly.
- (n) An Employee who is ineligible for Supplementary Allowance is entitled to a maternity and/or parental leave without pay and in accordance with the Employment Insurance Act and the Newfoundland and Labrador Labour Standards Act.

31.XX Family Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;**
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;**
- (iii) a person who is the parent of a child with the employee; or**
- (iv) a person who is or has been a caregiver to the employee.**

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

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.~~

~~"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.~~

Article 33 – Travel and Moving Expenses

33.03 An employee on travel status in excess of two (2) consecutive nights shall be reimbursed as per the University's travel policy. 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.

Article 34 – Professional Development and Training

34.03 Professional Development Fund

A committee composed of the **Local Union President plus** two (2) Union representatives and **a HR Advisor (as Chair) plus** 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 **Local Union** 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.

The chair shall ensure that a list is maintained of those members who were successful and the amount awarded.

The chair shall ensure that a website is maintained at mun.ca that lists up to date information on the following.

- **Eligibility Considerations**
- **The Members and titles of the CUPE PD Fund Committee**
- **Contact Information for the CUPE PD Fund**

Article 38 – Protective Clothing

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 **two hundred dollars (\$200.00)** per year or **four hundred dollars (\$400.00)** every two (2) years upon presentation of a suitable invoice. **Where specialty footwear or orthopedic aids is required to address medical issues as recommended by a medical specialist, the Employer shall reimburse the employee up to an additional fifty dollars (\$50.00) every two (2) years.**

38.05 Subject to approval by the Director or designate, employees in the Department of Technical Services who are required to wear PPE in accordance with Article 38, who damage personal clothing needed for their work during normal duties, which is not attributable to the employee's negligence, shall be reimbursed up to a maximum of one-hundred dollars (\$100) per calendar year upon presentation of invoices for the replacement of damaged articles of clothing.

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~~ **their** position.

39.03 An employee who feels that ~~his/her~~ **their** 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~~ **their** 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~~ **they are** 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~~ **they have** read the supervisors' and/or Deans/Directors/Department heads comments and will forward the fully signed document to the Department of Human Resources.

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~~ **their** position.

Article 40 – Pensions and Benefits

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 OPEB.
4. Current employees as of the date of signing of the collective agreement who retire after March 31, 2024, and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.
5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue, and the University shall pay 50%.
6. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.
7. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
8. Notwithstanding clause 7 above, employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit and are re-employed in a 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 OPEB eligibility.
9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.

10. **Newly Hired Employees** who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan based on the number of completed years of pensionable service as follows:
- (a) all current employees as of March 31, 2020, will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage,
 - (b) all employees hired after March 31, 2020, will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.

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

11. Former employees who are rehired subsequent to March 31, 2020, and who become entitled to OPEB pursuant to clause 6 above shall be required to pay premiums in accordance with clause 10(b) above.
- ~~11-12.~~ This Clause shall be limited to eligibility conditions for OPEB only and shall not replace or expand upon existing collective agreement provisions pertaining to group insurance plans offered by the University.
- ~~12-13.~~ 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 45 – Personal and Sexual Harassment

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

Delete: (45.02 – 45.05)

Article 46 – Closure of the University (MOU in effect between MUN/CUPE)

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~~
 - a) **Employees who are not required to report to work during a closure will incur no loss of pay.**
 - b) **When the University remains open, employees should make every effort to report to work. In the event that an employee is unable to report to the workplace but where the University remains open, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor. The number of hours of leave required is based on the employee's regular work schedule and the time the University officially closed.**
- (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. **However, if a required employee is unable to report for work, annual leave may be requested to cover lost time.**
- (7) **Employees who were not intending to be at work and who had scheduled a pre-approved leave on the day of closure in addition to the day prior or the day following the day of closure will have their leave processed as requested.**
- (8) **If the University re-opens during the workday, employees are required to report to work at the time of re-opening. In the event that an employee is unable to report to the workplace, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor.**

ARTICLE 50 – GENERAL CONDITIONS

50.07 Layoffs During the Term of the Collective Agreement (DELETE)

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 effective until March 31, 2026 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 renewal or revision of this Agreement or the conclusion of a new Agreement.

Appendix A-1, A-2 and A-3 (NEW)

XXX, 2023

**Mr. Bill Kavanagh
President, CUPE 1615
Memorial University of Newfoundland**

Dear Mr. Kavanagh:

This will confirm the understanding reached during recent negotiations that within ninety (90) days of signing of the Collective Agreement a committee consisting of an equal number of Union and Employer representatives will be formed to review Appendix A-1 - Composition of Bargaining Unit; Appendix A-2 - Position Title/Band Level and Appendix A-3 - Inclusions/Exclusions Disputed List:

Sincerely,

**Mary Barron
Associate Director of Human Resources
Memorial University of Newfoundland**

APPENDIX B-1 – Salaries

1. Implement the following salary scales as indicated:
2. Effective April 1, 2022
Increase each step of each salary scale by 2%
3. Effective April 1, 2023
Increase each step of each salary scale by 2%
4. Effective April 1, 2024
Increase each step of each salary scale by 2%
5. Effective April 1, 2025
Increase each step of each salary scale by 2%

Recognition Bonus of \$2000 for all full-time employees as of date of signing.

Bonus prorated based upon the previous 12 month period for all **sessional, seasonal, contractual, part-time contractual and casual** employees.

Letter of Understanding: Development Opportunities (Page 87) – **DELETE**

Letter of Understanding: Parking Fees (Page 77) - **DELETE**

Appendix B-2 Salary Scales

Mr. Bill Kavanagh
President, CUPE Local 1615
Memorial University of Newfoundland and Labrador

[DATE]

Dear Mr. Kavanagh;

This letter will acknowledge discussions held during the 2022-2026 collective bargaining negotiations regarding the 36 step salary scale. In an effort to bring salaries in-line with market conditions, as well as reduce the number of years for employees to reach the top of the salary scale, the Employer agrees to a compression of the current 36 step scale. This compression will result in the current Step 18 of the scale becoming the new Step 1. Any employee who is currently below the current Step 18 of their scale will be moved to the new Step 1.

The effective date of this compression will commence on date of signing of the new collective agreement. There will be no retroactivity applied prior to the date of signing.

Yours truly,

Mary Barron
Associate Director of Human Resources
Memorial University of Newfoundland

Letter of Intent – Upscale Hiring

This letter will replace language on Upscale Hire in Appendix C-2.

XXX, 2023

Ms. Mary Barron
Associate Director of Human Resources
Memorial University of Newfoundland

Dear Ms. Barron:

This letter of intent acknowledges that during the 2022 – 2026 negotiations, discussions took place with respect to hiring upscale for new employees of the university. The parties recognize Labour Market changes may produce shortages of particular skills and knowledge in certain occupations **and/or positions**. 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 **Local President** and in such consultation will establish that the rates are required to meet the needs of the university.

The **Employer** will identify the 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 **and unit**, will be addressed.

It is understood that the University may utilize upscale hiring to temporarily address recruitment challenges. Where such circumstances exist, Memorial's Procedure for Requesting an Upscale Hire will be followed.

Sincerely,

Bill Kavanagh
President, CUPE 1615
Memorial University of Newfoundland

MOU - 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.~~

1. Eligibility

Subject to 2 (d) below, Trades Apprentices who maintain their standing in the **Memorial University** Apprenticeship Program shall be employed as Contractual employees in accordance with the terms of this Collective Agreement, except as set out in this Schedule.

2. General Criteria

(a) Registration

Apprentices are to be registered with the **Government Department and/or Unit responsible for the Apprenticeship Program**. ~~Department of Education, Division of Institutional and Industrial Education.~~

(b) Designated Trades

All apprentices enrolled in red seal programs, and any other trades classification as mutually agreed by the Employer and the Union. ~~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~~
- ~~● Industrial Mechanic (Millwright)~~
- ~~● Any other Trades classification as mutually agreed by the Employer and the Union.~~

(c) Previous Work Experience Training

Apprentices may be given credit for previous ~~training and~~ work experience, **with supporting documentation in accordance with the Provincial Apprenticeship Act, or other appropriate authority while they are achieving journeyman status in their respective trade.** ~~on the recommendation of the Department of Education,~~

~~Division of Institutional and Industrial Education (Provincial Apprenticeship and Certification Act).~~

(d) **Apprenticeship Training Period**

During the **apprenticeship** training period, the Department Head, **or designate**, will review progress at the respective block intervals or at the conclusion of a contract term. The Department Head, **or designate**, 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 by the appropriate government of Newfoundland and Labrador Department or Agency, and applicable legislation.

3. Program Completion

- a) **Except as outlined in (2) above**, ~~Upon~~ successful completion of the **Memorial University Apprenticeship Program**, and upon application for a vacant **journeyman** 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 **expiration** date of **their last contract of employment** ~~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) **With respect to writing block exams and certification exams, Apprentices will be provided with two (2) attempts to successfully pass the applicable exam. Apprentices who are unsuccessful in obtaining a passing grade in the block exam or certification as a Journeyman after their final writing attempt will be terminated from Memorial University's Apprenticeship Program and will forfeit all rights and privileges of the Collective Agreement.**
- c) **Participation in an Apprenticeship program is not credited as service toward seniority.** Service by an apprentice during the **Memorial University Apprenticeship Program** shall be credited toward seniority only if **they she/he is** are re-employed in a **journeyman** position within twenty-four (24) months of the completion of the apprenticeship program.

4. Other Provisions

- (a) The following provisions of the Collective Agreement shall not apply to employees hired under the ~~this~~ **Memorial University** Apprenticeship–Training Program, Clauses 21.07b, 21.07c, 21.07d, 21.08, 21.12, 21.14, 21.15, ~~34.04~~ and ~~34.03~~ and Articles 29, 32, 39, 47, ~~52~~, Appendices E, and G ~~and H~~.
- (b) In accordance with Article 20.01 (c), when a new job opening occurs for an apprenticeship position, the Employer shall post notices of the vacancy internal and external simultaneously.**
- (c) Apprentices shall be eligible for overtime during the Apprenticeship program provided they work under the supervision of a bargaining unit Journeyperson.
- (d) 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.
- (e) While in school, apprentices shall be on approved leave without pay and will have the option to continue participation in the benefits program.
- (f) 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.
- (g) Apprentices must work under the supervision of a Journeyperson. Apprentices shall not be used to replace full-time Journeypersons.

Apprentices in the final year of their training program shall be permitted to apply for Journeyperson 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.

APPENDIX "H"
Waiver of Union Representation

Name of Employee: _____

Location: _____

Date: _____

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

Date

Date

Please check one of the boxes below:

I consent to the Employer providing a copy of this waiver to the Local 1615 President to maintain for the Local's confidential records.

I do not consent to the Employer providing a copy of this waiver to the Local 1615 President to maintain for the Local's confidential records.