



Changes Specific to the **Marine Institute** **Faculty** **Tentative Agreement** **2022-26**

DISCLAIMER:

If there are any discrepancies between this document and the official tentative agreement or interpretation thereof, the latter shall prevail.

This document is meant for information purposes only. Members should read the entirety of their tentative agreement and ask questions, if necessary, before casting their vote.

The following is an overview of the changes contained in the Marine Institute Faculty tentative agreement.

Article 8 – Hours of Work (work week)

8.06 Employees will be provided, in writing, with their work assignment schedule at least two (2) weeks in advance when evening and/or weekend assignments are involved except for the first two (2) weeks of each semester, i.e. the first two (2) weeks of September, January and April **and during the final examination period. The exception to this clause is in unforeseen circumstances where, a class, lab or examination cannot be cancelled or rescheduled due to the absence of an instructor and/or invigilator(s).**

EXPLANATION: This language change excludes final examination period and unforeseen circumstance where a class, lab or exam can't be cancelled or rescheduled due to the absence of an instructor/invigilator from the two week notice required for evening and/or weekend assignments.

Article 9 – Overtime

9.07 The Employer shall make every reasonable effort to make overtime pay available within thirty (30) days but no later than ninety (90) days of the day(s) on which it was worked.

EXPLANATION: This change requires the Employer to pay overtime no later than 90 days after it is worked.

Article 12 – Increments And Upgrading

12.01 (c) An employee who qualifies for a higher classification or level during the academic year will be placed in the higher classification or level effective the first day of the month in which the requirements for the course or program have been successfully completed. **Upon an employee's request for a higher classification or level during the academic year to the Employer, the Employer will make every reasonable effort to review and implement an employee's request for higher classification or level no later than ninety (90) days.**

EXPLANATION: This requires the Employer to make every reasonable effort to implement results of employee classification review requests within 90 days.

Article 14 – Holidays

14.01 The following shall be designated paid holidays:

- (a) New Year's Day
- (b) **January 2nd. (effective January 2, 2024)**¹
- (c) Mid-March (St. Patrick's Day)
- (d) Good Friday
- (e) **Easter Monday (remove after April 10, 2023)**²
- (f) Victoria (Commonwealth) Day
- (g) Discovery Day
- (h) Memorial Day
- (i) Mid-July (Orangeman's Day)
- (j) Labour Day
- (k) **National Day for Truth and Reconciliation**
- (l) Thanksgiving Day
- (m) Remembrance (Armistice) Day
- (n) Christmas Day
- (o) Boxing Day
- (p) One (1) additional day in each year recognized to be a civic holiday.

^{1,2} **The effective date of this change is 2023/24 Academic Year (January 2 holiday in 2024 and Easter Monday 2023).**

EXPLANATION: Effective January 2, 2024, January 2nd will replace the Easter Monday holiday. The National Day of Truth and Reconciliation has been added as a new holiday.

Article 17 – Sick Leave

17.06 (b) When sick leave benefits for periods of four (4) days or less, up to an aggregate in excess of ten (10) days in a twelve month period have been granted, an acceptable medical certificate may be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism. Where the Employer requires further detail regarding an employee's ability to perform their duties the employee may be required to undergo a third party functional assessment at no cost to the employee.

EXPLANATION: Increase three (3) days to four (4) and six (6) days to ten (10).

Article 19 – Bereavement Leave

19.01 (a) A paid leave of absence of up to five consecutive days is available in the event of the death of an employee's spouse or child.

EXPLANATION: Increased from three (3) days to five (5) days.

(b) A paid leave of absence of up to three consecutive days is available in the event of the death of an employee's parent or legal guardian, parent-in-law, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law, or near relative with whom the employee permanently resides.

(c) One day of paid leave is available in the event of the death of an employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

EXPLANATION: Niece and nephew added.

Article 37 – Classification Plan

37.03 (c) The Employer may appoint a person who has several years of progressive related experience in addition to the minimum required to enter the class as follows:

- (i) Classes one and two – up to Step 6;
- (ii) Classes three, four and five – up to Step 7;
- (iii) Class six and seven – up to Step 8;
- (iv) Class seven – up to Step 10.

EXPLANATION: This provides for a person who meets the minimum requirements for Step 7 with several years of progressive related experience to be appointed up to Step 10.

Article 38 – Classification Appeals Board

38.03 Classification decision arising out of an employee's request for review or appeal made under Clause 38.02 shall be retroactive to the date the request was first received by the Employer or in case of new employees, to the date of appointment. **The Employer will make every reasonable effort to make**

classification decisions as quickly as possible but not later than one hundred and thirty (130) days of the employee's notice to appeal.

EXPLANATION: This requires the Employer to make a decision within 130 days of an employee's notice to appeal.

Article 45 – Severance Pay

Deleted

EXPLANATION: This Clause is no longer applicable.

Article 60 – Early And Safe Return To Work (Esrtw)

Deleted

EXPLANATION: No longer needed – dealt with under Disability Management.

Letters Of Understanding

11. Conversation of Temporary Positions to Permanent

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

(a) Temporary and Permanent employees

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

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

(c) The Employer will meet with two (2) Union representatives prior to September 1 of each year to advise of the review of temporary positions. A report will be supplied to the Union Executive.

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

EXPLANATION: This change requires the Employer to meet with two Union representatives prior to September 1st of each year to advise of the temporary positions that meet the criteria for permanent status and a report will be provided to the Local Executive.

***Discussion On Academic Freedom**

The Employer agrees that within ninety (90) days of the signing of the Collective Agreement that two (2) Employer representatives and two (2) Union representatives will meet to discuss ongoing NAPE concerns related to academic freedom.

EXPLANATION: This is self-explanatory.

Still have questions about your collective agreement?

Call 1-833-414-1097 or 709-754-9062.

This hotline is staffed:

September 21-25 from 9 am to 8 pm NDT

September 26 from 9 am to noon NDT

NAPE