

**COLLECTIVE AGREEMENT**

between

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

and

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

**On Behalf of Maintenance Personnel  
(LOCAL 7801)**

**April 1, 2022**

to

**March 31, 2026**

**Signed: October 31, 2022**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Association; to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.

## **ARTICLE 2 - DEFINITIONS**

- 2.01** (a) "Association or Union" shall mean the Newfoundland and Labrador Association of Public and Private Employees.
- (b) "Bargaining Unit" shall mean the bargaining unit recognized in Article 3 of this Agreement.
- (c) "Contractual Employee" shall mean a person 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.
- (d) "Day" means a working day unless otherwise stipulated in the Agreement.
- (e) "Demotion" means an action which causes the movement of an employee from an existing classification to a classification with a lower Band Level.
- (f) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in classifications contained in the Maintenance bargaining unit.
- (g) "Employer" shall mean the Memorial University of Newfoundland.
- (h) "Gender" shall mean the language in this Agreement shall be gender neutral.
- (i) "Lay off" shall mean a temporary cessation of employment because of lack of work or because of the abolition of a post, but retaining all recall rights in accordance with Article 19, Clause 19.05.
- (j) "Month of Service" shall mean a calendar month in respect of which the employee or contractual 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.

- (k) "Part-time contractual employee" means a person who works less than the full number of working hours in each work day or less than the full number of working days in each work week.
- (l) "Permanent employee" means a person who has completed the probationary period and is employed on a full-time basis without reference to any specified date of termination of service.
- (m) "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.
- (n) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or a demotion.
- (o) "Year" shall mean a twelve (12) month period starting April 1 of one (1) year until March 31 of the next year.

### **ARTICLE 3 - RECOGNITION**

- 3.01** The Employer recognizes the Association as the sole collective bargaining agent for classes of employees in the Department of Facilities Management listed in Schedule "A".
- 3.02** When new classifications or positions are developed, the Employer agrees to consult with the Association as to whether such classifications or positions should be included in the Bargaining Unit. Should the Association and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
- 3.03**
  - (a) No employee of the bargaining unit will lose the employee's job because of a decision of the University to contract out work normally performed by that employee. 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.
  - (b) No employee of the bargaining unit shall be laid off because the principal duties of that employee have been reassigned to, or assumed by, an employee outside 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.
- 3.04** An employee shall only be hired as a permanent, contractual or part-time contractual employee. A part-time contractual may be hired for less than full time hours.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** All functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being vested in the Employer. The question of whether any of these rights are limited by this Agreement may be decided through the Grievance and Arbitration Procedures. The Employer shall not exercise its rights to direct the working force in a discriminatory manner and shall exercise such rights, powers, and authority in a fair, equitable and reasonable manner.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

**5.01** Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the employee's Employer.

**5.02** No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

**5.03** At the employee's request, the employee shall be permitted to have a Union representative present at any meeting with the Employer concerning a matter arising out of the Collective Agreement.

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

**6.01** In view of the orderly procedure for settling grievances, the Employer agrees that during the term of this Agreement, there will be no lockout; and the Association agrees that during the term of this Agreement, there will be no strike.

#### **ARTICLE 7 - FUTURE LEGISLATION**

**7.01** 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 this Agreement shall remain in effect for the term of this Agreement.

**7.02** 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 8 - ASSOCIATION SECURITY AND CHECKOFF**

- 8.01** All employees of the Employer, coming within the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the Union.
- 8.02** All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hiring.
- 8.03** The Employer agrees to honour a written assignment of dues to the Association 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 President of the Association monthly. The Employer will forward to the Association with the first dues deduction cheque following the signing of the Agreement, a list showing the names of the employees from whom dues have been deducted and each month thereafter, a list showing deletions by the twentieth day of each month. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 7, of the Newfoundland and Labrador Labour Relations Act.
- 8.04** 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.
- 8.05** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Associate Director of Human Resources (Staff Relations) and the President of the Union.

## **ARTICLE 9 - APPOINTMENTS**

- 9.01** Upon initial appointment to a position within the bargaining unit, an employee shall be probationary for a period of six (6) months. After completion of the probationary period and upon appointment from one (1) position to another, an employee shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 9.08.
- 9.02** Each permanent and contractual employee shall be assessed during the probationary period and provided with feedback as to the employee's progress. The employee shall be notified in writing before the expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.

- 9.03** Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.
- 9.04** Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President or a designated representative.
- 9.05** Upon request, an applicant or appointee shall submit a certificate on a University approved form by a medical doctor of an examination made by such doctor, showing to the satisfaction of the University that the applicant or appointee is medically fit for the proper performance of the duties of the post applied for.
- 9.06** A probationary employee shall have recourse to the grievance procedure provided that termination of employment during the probationary period shall not be the subject of a grievance.
- 9.07** An employee, who, through accident, illness, or advancing years is unable to perform the employee's duties, shall be provided with alternate suitable employment, provided a position can be made available and provided the employee has the qualifications and ability to perform the work required.
- 9.08** 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 mutual consent. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position and salary level consistent with the employee's former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to the employee's former position or found alternate employment at a salary level consistent with the employee's former position, without loss of seniority. Where the Employer and the Union agree, the employee may revert to the employee's former position prior to the completion of the trial period.
- 9.09** An employee, upon hire or recall from layoff, will be given a letter of appointment which shall state employment status, e.g. permanent, contractual or part-time contractual.
- 9.10** (a) Upon promotion to a position carrying a higher Band Level, the rate of pay of an employee shall be established at the nearest step on the employee's new Band Level which exceeds the existing rate by not less than five percent (5%) but not to exceed the maximum of the employee's new Band Level.



(b) An employee's rate of pay on voluntary demotion will be reduced by 5%. If the employee's new rate falls between two (2) steps on the new Band Level, it shall be adjusted to the lower step and if the employee's new rate exceeds the maximum, it shall be reduced to the maximum for the new Band Level.

(c) Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or unsuitability or for other than displacement due to layoff and bumping, shall be established at a point on the new Band Level which does not exceed the employee's existing rate.

If the Employee's existing rate falls between two steps on the new Band Level the employee's salary shall be adjusted to the next higher step on the new Band Level.

If the employee's existing rate is above the maximum of the new Band Level, the existing rate shall be red-circled.

## **ARTICLE 10 - MEDICAL EXAMINATIONS**

**10.01** An employee may be required to undergo, without cost to such employee, medical examinations by a physician, in case of:

- (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 11 - ABSENCE FROM THE UNIVERSITY**

**11.01** 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.

**11.02** 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 12 - REGULATIONS**

- 12.01** All regulations concerning employees in the Bargaining Unit shall be supplied to the Association when issued. In the event that there is a conflict between the context of this Agreement and any rule, regulation or policy made by the University, this Agreement shall take precedence over said rule, regulation or policy.

## **ARTICLE 13 - TEMPORARY ASSIGNMENT**

For the purpose of this article:

Temporary assignment" shall mean the assignment of an employee to another position within the bargaining unit at the same or higher band level than the employee's current position. 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 ability, to perform the work required.

"Secondment" shall mean the assignment of an employee, as determined by the University 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.

Employees will not be permitted to hold more than one (1) temporary assignment simultaneously.

- 13.01** (a) Where an employee is temporarily assigned to perform in a classification on a higher Band Level, the employee shall be paid for the entire period of assignment at a rate on the higher Band Level which exceeds the employees existing rate by at least five percent (5%), but not to exceed the maximum of the new Band Level.
- (b) When the employee returns to the employee's former position from a temporary assignment, the employee will be returned to the employee's former salary with any adjustments made for salary increases in the interim.
- 13.02** When an employee is temporarily assigned to perform work in a classification at a lower or equal Band level, the employee shall be paid at the employee's regular rate.
- 13.03** For the purpose of this clause only, temporary assignments awarded on the basis of seniority shall only be available if the temporary assignment constitutes a promotion or lateral transfer. All temporary assignments shall be posted on the

bulletin board for a period of five (5) days if the assignment exceeds sixty (60) days.

- (a) Where an employee is absent on leave or Long Term Disability for a period in excess of sixty (60) calendar days and the position is to be filled by temporary assignment, it shall be posted in accordance with Article 16.
- (b) When a post is to be filled by temporary assignment for a period of less than sixty (60) calendar days, it shall be offered to the senior employee within the bargaining unit in the particular shop where the temporary assignment is to take place, providing the employee meets the qualifications for the position.
- (c) Where as a result of a decision reached by the University to extend a temporary assignment made under Clause 13.03 (b) beyond sixty (60) calendar days, the temporary assignment will be offered to the senior employee within the bargaining unit provided the employee meets the qualifications for the position. The person so temporary assigned will replace any employee on temporary assignment to that position.
- (d) All temporary assignments shall be open to review every six (6) months after appointments are made in accordance with Clause 13.03(c). Any senior employee in the bargaining unit who meets the qualifications for the position, upon request, shall be offered the temporary assignment replacing the less senior employee.

In the event that the displaced employee has a stipulation in their employment contract for notice of termination, the effective date of the new temporary assignment will be after the required notice has been served.

- (e) When more than one employee is temporarily assigned to a classification and one of the assignments is to be discontinued then the junior employee will lose the assignment first.

**13.04** (a) When an employee, who is temporarily assigned, is absent for in excess of ten (10) days the University will discontinue the temporary assignment of the employee.

- (b) Should the employee return to work prior to eligibility for Long Term Disability, then the temporary assignment will be reinstated, if it is still available. It is understood that this may require the discontinuation of the temporary assignment of a less senior employee.

**13.05** After an employee has been on temporary assignment for a continuous period of six (6) calendar months, the employee shall have the higher salary counted towards pensionable service from the date of the temporary assignment. The

employee shall pay the unpaid employee contributions over a time period as agreed with the Department of Human Resources.

**13.06** (a) Employees who are temporarily assigned outside the bargaining unit shall continue to pay Union dues.

(b) In the event of a strike or lockout, an employee who is temporarily assigned to a position outside the bargaining unit shall return to the bargaining unit after giving the Employer five (5) days notice of their intention to do so.

\* **13.07** Temporary assignments to a position outside the bargaining unit, as of the date of signing, shall not be for longer than one (1) year with the possibility of an extension as agreed by the Employer and the Union. Should such an extension request be denied, the position shall be posted or discontinued. The parties agree that the request for an extension will not be unreasonably denied.

#### **ARTICLE 14 - ACCESS AND SHOP STEWARDS**

**14.01** The Employer agrees that access to its premises shall be allowed to persons employed full-time by the Association for the purpose of interviewing a member, and such interviews shall not interfere with the operations of the Department concerned.

**14.02** Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Department Head; and such meetings shall not interfere with the operations of the Department concerned.

**14.03** The Employer agrees to recognize Shop Stewards appointed by the Association.

**14.04** The Association shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.

**14.05** The Employer acknowledges the right of the Association to appoint or elect five (5) Shop Stewards in St. John's and one (1) in Corner Brook.

**14.06** 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 employee shall request such time off from the employee's immediate Supervisor. Such time off shall not be unreasonably withheld.

**14.07** It is agreed that no discrimination will be practised as a result of any member accepting a position in the Association.

**14.08** A Shop Steward or other employee who is a member of the Grievance Committee referred to under Step 1 of Article 24, Clause 24.06, or the grievor, shall not suffer any loss of pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave the employee's regular duties to discuss any business in respect of grievances without first obtaining permission from the employee's Supervisor. The employee shall notify the employee's immediate Supervisor when returning to duty.

**\* ARTICLE 15 - PROTECTIVE CLOTHING AND UNIFORMS**

**\* 15.01** Items of protective clothing will be issued as per Schedule E.

**15.02** (a) It is agreed that the quantity, issue, and control of such clothing and uniforms shall be regulated by the Employer.

(b) The Employer will pay the cost of any required alterations. Where possible, with regard to comparable quality and cost, the Employer will purchase clothing and uniforms made in Newfoundland.

**\* 15.03** 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 two hundred dollars (\$200.00) per year.

Where specialty footwear or orthopedic aids is required to address a medical issue as recommended by a medical specialist, the Employer shall reimburse up to an additional fifty dollars (\$50.00) every two (2) years.

**15.04** Employees who have been issued protective clothing and uniforms shall be required to wear them at all times while in the performance of their regular duties and shall be required to keep them clean and in proper repair. Where long rubbers or rain suits are issued, such issue of clothing shall remain on the Employer's premises.

**15.05** In areas where Maintenance Helpers are employed, they will be entitled to clothing consistent with that provided the tradesmen with whom they work.

**15.06** Where an article of footwear or clothing is damaged during the course of an employee's performance of the employee's assigned duties and the damage is not attributable to the employee's wilful misconduct, the University agrees to replace the article at no cost to the employee.

**15.07** Contractual employees shall be provided with protective clothing and uniforms appropriate for the season and work assignment.

**15.08**    Uniform Committee

A joint committee of two (2) Employer Representatives and two (2) employee Representatives will be established to discuss matters related to the supply and issue of protective clothing.

**15.09**    Where safety glasses are required, an employee purchasing prescription safety glasses will be reimbursed for up to one hundred and twenty five dollars (\$125) every two years upon presentation of receipt.

\* **15.10**    Clothing which is to be issued on a regular basis, i.e. yearly, shall be ordered in advance so that every reasonable effort can be made to have them issued on July 1 of each year.

\* **15.11**    The employer, with supervisor approval, will reimburse the employee for the cost of rubber boots up to a maximum of two hundred dollars (\$200.00 including tax) upon presentation of an official receipt and in accordance with safety regulations, on an as required basis for the performance of their duties.

**ARTICLE 16 - JOB POSTING**

**16.01**    (a) When a vacancy or a new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the opening for a period of five (5) days and consider applicants from within the Bargaining Unit before considering applicants outside the Bargaining Unit. Once a position is posted, every reasonable effort will be made to award the position within six (6) weeks of the posting closing date. The unsuccessful applicants who have participated in the interview process will be notified upon acceptance by the successful candidate.

(b) Postings for staff positions within the University and outside the bargaining unit shall be in accordance with 16.01(a). Employees shall be eligible to apply on the initial posting and shall be considered after candidates from the affected bargaining unit.

**16.02**    Such notices shall contain information consistent with the classification specification.

**16.03**    All postings shall state "Memorial University is committed to employment equity and encourages applicants from qualified women and men, visible minorities, aboriginal people, and persons with disabilities".

- 16.04** The Employer will acknowledge in writing receipt of applications for all job vacancies within ten (10) days.
- 16.05** In accordance with Article 16.01, all postings will be posted on a central job board within the Department of Facilities Management. Employees are responsible for checking the job board for positions on a regular basis.

## **ARTICLE 17 - DISCIPLINARY ACTION**

- 17.01** All employees shall faithfully and to the best of their ability perform the duties assigned to them, shall comply with all Rules, Regulations, and Bylaws of the Board of Regents from time to time applying to them that are not inconsistent with the terms of this Agreement, and shall use their best efforts, ability, and diligence to serve the University, to advance its standard, and to promote its interest.
- 17.02** Employees are entitled to retain their jobs on the basis of efficiency and honesty, and in accordance with Clause 17.01 and Article 19. The Employer shall have the right to discipline or discharge any employee for just and sufficient cause.
- 17.03** Subject to Article 9, Clause 9.06, any employee who claims to have been unjustly dealt with shall have the right to be heard in accordance with the procedure for adjustment of grievances as set down in Article 24.
- 17.04** Should it be found at any step (except Step 5) of the Grievance Procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension or by any other arrangements as to compensation which is just and equitable in the opinion of the parties.
- 17.05** Any employee who is demoted, suspended, or dismissed shall, within five (5) working days of oral notification, be notified in writing stating the reasons for demotion, suspension, or dismissal.

## **ARTICLE 18 – PERSONNEL FILES**

- 18.01** 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, who shall acknowledge having received such a document by signing the file copy or acceptance of delivery by registered mail.

- 18.02** Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months has elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- 18.03** When an employee has a grievance, those documents referred to in Clause 18.01 and retained in the personnel file will be made available to the employee.
- 18.04** There shall be only one (1) recognized personnel file, and that file will be the one (1) maintained by the Department of Human Resources.

## **ARTICLE 19 – SENIORITY**

- 19.01** 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.
- 19.02** Where qualifications, ability, and suitability are relatively equal, seniority shall be the governing factor in determining promotions and filling posted job vacancies.
- 19.03** The seniority of an employee or contractual employee shall be lost and all rights forfeited, and there shall be no obligation to rehire when the employee:
- resigns or otherwise terminates the employee's service by voluntary act,
  - is discharged for just and reasonable cause,
  - fails to return to work upon expiration of leave of absence,
  - is absent without leave for three (3) working days without notification to the Employer,
  - is laid off for a period of eighteen (18) consecutive months or more,
  - fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so. It is the employee's or contractual employee's responsibility to keep the Employer informed of the employee's current mailing address.

Seniority for permanent employees shall not be accumulated or lost during any period of layoff. Seniority shall accumulate during Assisted Leave and Maternity/Adoption/Parental Leave without pay as defined under Article 21.



**19.04** (a) For layoff or recall purposes, there shall be three (3) distinct groups of employees as follows:

- (1) permanent employees;
- (2) contractual employees; and
- (3) part-time contractual employees.

Contractual and part-time contractual employees, within a classification shall be laid off before permanent employees. All contractual employees shall be junior to permanent employees and contractual employees shall not have bumping rights, except in circumstances outlined in 19.04 (f).

- (b) Where the University determines that a layoff is required within a classification, the least senior employee(s) shall be laid off first. A permanent employee receiving notice of layoff shall have the option to displace the least senior permanent or contractual employee in a classification provided the employee is qualified and capable of performing the work required.
- (c) No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours notice. A permanent employee who bumps into a contractual position shall retain recall rights to the employee's permanent position for eighteen (18) months.
- (d) Permanent employees shall receive thirty (30) calendar days notice of layoff. Contractual employees and part-time contractual employees shall receive fourteen (14) calendar days notice.
- (e) Employees on layoff status or who have bumped to a lower Band Level classification shall have the first right of recall in order of seniority provided they are qualified and able to perform the duties of the position.
- (f) A contractual employee who applies for and receive a newly established contractual position, which is not a replacement position, shall retain the right to return to their previous contractual classification on a seniority basis for up to three (3) years, provided it still exists.

**19.05** Seniority for employees is defined as the length of service (excluding overtime) with the University in a 7801 bargaining unit position and includes periods of temporary assignment outside the bargaining unit providing the employee continues to pay Union dues. After completion of the probationary period, seniority shall date from the last entry into employment within the bargaining unit and shall operate on a bargaining unit wide basis.

An employee who is temporarily assigned outside the bargaining unit shall continue to have access to the Grievance and Arbitration Procedures in the event of Discipline or Discharge action against the employee.

- 19.06** Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications 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.
- 19.07** (a) The Employer agrees to maintain and post an up-to-date seniority list and to supply the Association with a copy of this list in January of each year, such list to be correct to January 1st of that year.
- (b) In the event of a tie in seniority, the tie shall be broken by the flip of a coin or other non-bias random method which is agreeable to both the employer and the bargaining unit.
- 19.08** Subject to 19.05, employees or contractual employees in the bargaining unit promoted, demoted, or transferred to positions within the bargaining unit shall carry their seniority with them on promotion, demotion, or transfer.
- 19.09** (a) With the approval of the Department Head and the Director of Human Resources, a permanent employee may be promoted, transferred or temporarily assigned to a contractual position, within the bargaining unit, and 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.
- (b) An employee affected by Clause 19.09(a) shall continue to accumulate seniority and any other applicable benefits while employed in the contractual assignment.
- 19.10** Seniority for layoff, recall and promotion purposes shall be accumulated during periods of Long Term Disability and any other leave covered by this Agreement.
- 19.11** (a) Employees shall be recalled in order of seniority provided that the employee being recalled is qualified to do the work required. Permanent employees shall be recalled before contractual employees provided that the permanent employees being recalled are qualified to do the work required. No new employees shall be hired until employees who are on layoff status or under notice of layoff have been given an opportunity of recall or re-assignment

provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.

- (b) Contractual employees shall be recalled to positions in their classification in accordance with seniority provided the senior employee is qualified and capable of performing the work required. A contractual employee who is unable to report for work following a recall, due to injury on duty or sickness, shall provide the Employer with a medical certificate indicating the anticipated date of recovery. In the event a contractual employee is absent from work due to injury on duty or sickness at the time the employee's contract expires, the employee shall have the right to return to work after recovery if the contract is renewed, provided recall rights have not expired and after providing the Employer with ten (10) days' notice of intention to return to work.

## **ARTICLE 20 - SICK LEAVE**

**20.01** Sick leave benefits for prolonged periods of disability are provided under the Long Term 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.

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

- (a) For periods up to a maximum of four (4) consecutive days or three (3) consecutive twelve (12) hour shifts a "Reason for Absence Form," completed and signed by the employee, must be provided to the Department Head through the employee's immediate supervisor. The Employer reserves the right to require a medical certificate in accordance with Article 20.02 (e).
- (b) For periods in excess of four (4) consecutive days or three (3) consecutive twelve (12) hour shifts, a medical certificate, in accordance with Article 20.02 (e), must be provided to 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 undergo a third party functional assessment at no cost to the employee.

- \* (c) When sick leave benefits for periods of four (4) days or less or three (3) consecutive twelve (12) hour shifts or less, up to an aggregate in excess of ten (10) days in a year 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.

- (d) 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. Employees are required to provide information that is satisfactory to the Employer in order for the Employer to determine eligibility for the benefit sought.
- (e) To be acceptable a medical certificate must be obtained during the period of illness. When a medical note is not provided the leave will be converted to leave without pay.

**20.03** Sick leave shall be granted for any illness in excess of four (4) working days or three (3) consecutive twelve (12) hour shifts which occurs during annual vacation, upon production of an acceptable medical certificate in accordance with Article 20.02 (e). 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. 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.

**20.04** An employee or contractual employee who is scheduled to work on a University holiday and qualifies for holiday pay and reports in sick shall be entitled to sick leave in accordance with this Article and shall receive a day off with pay at a later date.

**20.05** In the event an employee is entitled to recover compensation for loss of income from a third party for a disability for which sick leave is paid or payable the University will be subrogated to the right of recovery of the employee for loss of income for sick leave paid. Upon repayment of sick leave such leave shall be recorded as leave without pay.

\* **20.06** 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 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.

## ARTICLE 21 - OTHER LEAVES

### 21.01 Assisted Leave

Upon application to the Board of Regents, an employee may be granted leave without salary but with a grant to aid in pursuing studies or training relating to the employee's employment with the University. Such leave is granted with the specific needs of the University in mind and is subject to the following conditions:

- (a) The amount of the grant will be determined by the Board.
- (b) An employee in receipt of assisted leave will be required to sign an agreement to the effect that the employee will return to the University for not less than one year upon completion of such leave or refund the grant received.
- (c) Employees while on leave for educational purposes shall continue to accumulate service for seniority purposes including promotion, layoff, and recall, provided they return to the bargaining unit.

### 21.02 Leave Without Pay

#### 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.

#### 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 who has a minimum of 5 years continuous service with the University. 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.

An employee may terminate unpaid leave provided that the employee gives the employer a minimum of two (2) weeks notice.

### **21.03 Political Leave**

- (a) The University recognizes the right of every citizen to enter political life if the employee so desires; but proper regard must be paid to the administrative, technical, and service needs of the University. Accordingly, leave of absence will be granted for a period of up to four (4) weeks without pay, except where the campaign period coincides with the normal vacation period, to enable an

employee to contest an election. This is, however, subject to the discretion of the President or a delegated representative who will be satisfied, in consultation with the Dean of the Faculty or Head of Department concerned, that the work of the Department will not suffer unduly as a result.

- (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 a 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 will be required to resign the employee's position. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume the employee's employment with the University; but there is no guarantee of reinstatement in the employee's former position.
- (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. The needs of the University must at all times take precedence over political obligations.

#### **21.04 Bereavement Leave**

- \* (a) A paid leave of absence of up to five (5) consecutive days is available in the event of the death of the employees' spouse or child.
- \* (b) A paid leave of absence of up to three (3) consecutive days is available in the event of the death of the 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.
- \* (d) If the death occurs outside a 200 kilometre radius of the employee's place of residence, an additional day off with pay may be granted for the purpose of traveling to attend the funeral.
- (e) If an employee or contractual employee, while on annual leave, qualifies for compassionate leave under Clause 21.04(a), 21.04(b), or 21.04(d), the employee or contractual employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.

## **21.05 Family Responsibility Leave**

An employee who is required to:

- (i) attend to the temporary care of a sick family member living in the same household;
- (ii) attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household;
- (iii) attend to the needs relating to the birth of an employee's child;
- (iv) accompany a dependent family member living in the same household on a dental or medical appointment;
- (v) attend meetings with school authorities;
- (vi) attend to the needs relating to the adoption of a child; and
- (vii) attend to the needs related to home or family emergencies

shall be awarded up to three (3) days' paid family leave in any fiscal year.

## **\* 21.06 Maternity/Adoption/Parental Leave**

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. Employees are required to provide as much notice as possible prior to the commencement of the maternity/adoption/parental leave.
- (ii) An employee is entitled to a maximum of Seventy-Eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay if the employee is unable to return to duty after the expiration of this leave.
- (b) (i) An employee may return to work after giving their immediate supervisor a minimum of two (2) weeks' notice of their intention to do so.
- (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.



- (c) (i) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, step progression, and sick leave, where appropriate.
- (ii) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
- (iii) Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (e) An employee returning from leave under this Clause may upon request be exempt from standby and callback until the child is two (2) years old provided that other qualified employees in their work area are available.

#### **21.07 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.
- (b) 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. 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 the duration of the period of incarceration. 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.
- (c) An employee whose presence is required as a juror or who is subpoenaed as a witness in Court or in other legal or quasi legal judicial proceedings shall be granted leave without loss of pay for the actual time of such appearance.

#### **21.08 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 their Employer two (2) weeks notice of their intention to do so.
- (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- (iii) Employees on leave under this Clause who are part of the Group Insurance Plan, may be permitted to continue to pay premiums on a one hundred percent (100%) basis.
- (iv) Periods of leave under this clause shall count for seniority, annual leave and awarding of increments.

## **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** 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 staff performing such functions. In the case of such terminations, the provisions of Article 19 will govern and 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 the maximum advance notice of action as circumstances permit and such notice of termination shall not be less than three (3) months.

Where the appointment of an employee is terminated under this Clause, the employee shall receive a severance grant of:

- (i) In the case of an employee with at least one (1) year continuous service but not in excess of five (5) years continuous service - two (2) days pay for each year of service.
- (ii) 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.
- (iii) 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 one-half (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 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 authorized leave without pay shall not be counted as service in the calculation of severance grant.

**\* ARTICLE 22A - SEVERANCE PAY**

Effective March 31, 2019, there shall be no further accumulation of service for severance pay purposes.

**ARTICLE 23 - SUSPENSIONS AND DISMISSALS**

**23.01** An employee may be suspended without pay for cause by the employee's Department Head in consultation with the Associate Director of Labour Relations or a delegated representative. The employee shall be notified in writing of such action and of the cause within five (5) working days; and the employee shall have the right to appeal a suspension within five (5) working days of notification in writing to Associate Director of Labour Relations.

**23.02** Where cause for dismissal exists, or is considered to exist, the employee may be suspended during the investigation and shall be notified by the President or a delegated representative in writing of the decision and the cause. In the event an investigation exceeds a seven (7) day period from the date of suspension, the employee will receive pay and benefits for the remainder of the suspension until the investigation is completed and a decision communicated to the employee.

**23.03** Where, under Article 23.02 above, the decision is for dismissal:

- (a) An employee may request, in writing, to the President, within five (5) working days of such notification, a hearing to appeal the decision of the President (or a delegated representative) giving reasons therefore before the Board of Regents or; if the Board so decides, a committee thereof. The employee shall be permitted to bring to such hearing and be assisted by another employee of the employee's own choice, or a full-time representative of the Association.
- (b) A full-time representative of the Association may be present at the request of the employee.
- (c) Such hearing shall be arranged and a final decision rendered with all reasonable dispatch.
- (d) In respect of any period of suspension, no payment of salary shall be made unless the Board shall, after a hearing, order reinstatement effective from the date of suspension.

**23.04** Where the final decision under Clause 23.03 is for dismissal, the matter may be taken up at Step 5 of the Grievance Procedure.

## **ARTICLE 24 - ADJUSTMENT OF GRIEVANCES**

- 24.01** Should a dispute arise between the Association or an employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any questions 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.
- 24.02** An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by the employee's representative Shop Steward. The Supervisor shall give the employer's answer verbally within two (2) 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.
- 24.03** When a dispute involving dismissal, a question of general application or interpretation occurs, all or any of Steps 1, 2, and 3 of this Article may be bypassed by mutual agreement.
- 24.04** A full-time representative of the Association may be present, at the request of the employee, at any meeting held in connection with grievances.

**24.05** The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.

**24.06** Grievances shall be resolved within the following procedures:

**STEP 1:** The aggrieved employee shall, within four (4) working days after becoming aware of the occurrence of the grievance, submit the employee's grievance to the Shop Steward.

**STEP 2:** If the Shop Steward considers the grievance to be justified, the employee concerned, together with the employee's Shop Steward, may within a further three (3) days submit the grievance in writing to the employee's Supervisor; and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Supervisor shall render a decision, in writing, within five (5) working days.

**STEP 3:** If the decision rendered at Step 2 is unsatisfactory, the Shop Steward, assisted by another Shop Steward, may submit the grievance in writing, within three (3) working days, to the designated Administrator. The designated Administrator shall render a decision, following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance by the designated Administrator.

**STEP 4:** If the decision rendered at Step 3 is unsatisfactory, the grievance may be submitted in writing within three (3) working days by the Association to the President. The President, or a representative, shall render a decision following a meeting of the interested parties if deemed necessary, within five (5) working days.

**STEP 5:** Failing a satisfactory settlement being reached, as provided in Step 4, either party to the agreement may within ten (10) working days refer the dispute to Arbitration or mediation.

A process of co-mediation will be utilized, by mutual agreement of the parties, to attempt to resolve grievances prior to reference to arbitration.

If settlement is not achieved at mediation, the grievance may be referred to Arbitration. All discussions at mediation are without prejudice and cannot be referenced at Arbitration.

#### **STEP 6: ARBITRATION**

If no satisfactory settlement has been reached under Step 4, no immediate steps will be taken to refer the matter to an Arbitration Board. Instead, a further attempt will be made to resolve the differences and a meeting will be held between a

representative of the Employer and the Association, for this purpose, within three (3) days. If, following this meeting, no satisfactory settlement has been reached, either party may, within ten (10) days, give notice to the other in writing that the matter is being referred to an Arbitration Board of three persons, which shall be legally constituted in accordance with and shall follow the procedure herein set forth:

1. 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 with 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.
2. 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.
3. 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 delay provided, the other party may request the Minister of Employment and Labour Relations of the Government of the Province of Newfoundland to appoint a representative on behalf of the defaulting party.
4. The two 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, however, 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 Employment and Labour Relations of the Province of Newfoundland 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.
5. Both the Association and the Employer may file with the Board arguments in writing, and the Board may ask questions and request such further argument or clarification as it may require. Within a reasonable time 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. 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 of Newfoundland.

6. 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.
- 24.07** The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Association and shall be paid within two (2) weeks of the rendering of the decision. Each party shall bear the expenses of its nominee on the Arbitration Board.
  - 24.08** The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
  - 24.09** 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.
  - 24.10** 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 this Article shall apply equally to a single Arbitrator when reference is made to an Arbitration Board.
  - 24.11** Notwithstanding any other provisions of this Article, the parties may mutually agree to utilize any of various forms of Alternative Dispute Resolution to expeditiously settle outstanding disputes which have gone through the grievance procedure and have been referred to Arbitration. Some of these alternatives are Med/Arb., Modified or Expedited Arbitration and Mediation. If Expedited Arbitration is selected it will be in accordance with the procedure set out below.

#### Expedited Arbitration

Subject to mutual agreement between the parties, it is agreed that the following process shall be followed in an expedited arbitration process:

- (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 agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.

- (c) The parties will present argument/rebuttal based on:
- issue(s);
  - applicable provisions of the Collective Agreement;
  - general principle of arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply;
  - remedies requested.

Argument/rebuttal will be limited to one (1) hour for each party.

- (d) The party bearing the onus of proof will proceed first and rebut, if necessary.
- (e) The parties will not call witnesses or submit evidence, however, they can mutually agree to enter consent items;
- (f) Decisions may be issued without having to provide the basis of conclusions.
- (g) All decisions will be "without prejudice" to any other case(s) with no precedent value being applied to any other case unless the parties mutually agree in writing to allow a decision to have precedent value.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review unless the parties have mutually agreed in writing to allow a decision to have precedent value in which case either party can consider a decision for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

## **ARTICLE 25 - JOINT ASSOCIATION MANAGEMENT COMMITTEE**

**25.01** A Joint Association Management Committee of not more than four (4) persons composed of an equal number of representatives of the Employer 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 period, benefit plans, and Workers' Compensation.

**25.02** The employee representatives shall be selected by the members of the Bargaining Unit, and the Employer shall be duly notified in writing as to their names.



- 25.03** The Committee shall meet if and when the need arises; but in any event, every two (2) 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. Regular meetings, to be held every two (2) months, will be scheduled during working hours excepting where scheduled outside working hours by mutual agreement.
- 25.04** The meetings of the Committee shall be chaired by the Employer's representatives, and the Vice-Chairperson will be selected by the Bargaining Unit. Requests for meetings may be made by either party by giving seven (7) days' notice.
- 25.05** No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the proper authorization of the Association. In order that this may be carried out, the Association will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Association with a list of its supervisory or other personnel with whom the Association may be required to transact business.

## **ARTICLE 26 - TIME OFF FOR ASSOCIATION BUSINESS**

- 26.01** With the approval, in writing, of the Associate Director of Human Resources and where operational requirements permit, time off without loss of pay, not to exceed twenty (20) person days a year in total, will be granted provided there is no cost to the Employer.
- 26.02** Where operational requirements permit and with the approval of the Department Head, time off without loss of pay will be granted, provided there is no cost to the Employer, 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 reasonable limit.
- 26.03** With the approval in writing of the Associate Director of Human Resources and where operational requirements permit, an employee who is a member of the Provincial Board of Directors or Executive of the Association and who is required to attend meetings of the Association shall be granted leave with pay not exceeding fifteen (15) days in one year.
- 26.04** The Employer shall continue to provide the Union with its present office space or equivalent office space at no cost to the Union.

## **ARTICLE 27 - HOURS OF WORK**

**27.01** For the purpose of this Article:

- "Day" means a 24-hour period commencing at 0001 hours.
- "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.

**27.02** Subject to the provisions of this Article, the Employer shall schedule hours of work for all employees.

**27.03** For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Association 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.

**27.04** For employees, other than contractual employees working less than full-time hours, the Employer shall schedule the hours of work so that employees work eight (8) hours per day and an average of forty (40) hours and of five (5) days per week.

**27.05** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

**27.06** The schedules of hours of work may be varied by the Employer following meaningful consultation with the Association's representatives to allow for summer and winter hours.

**27.07** Provided sufficient notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**27.08** The Employer agrees that there will be no split shifts.

**27.09** Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift at a time to be scheduled by the Department Head.

**27.10** Permanent, full-time Power Engineers, who are currently working 12-hour shifts and an average of 40 hours per week, will continue to work that schedule during the life of this Collective Agreement. Notwithstanding Article 28, it is understood

that regularly scheduled hours above normal hours (average of two hours per week or eight hours per month) will be paid at straight time rates.

The calculations pertaining to sick leave, University holidays and vacations will be on the basis of eight hours for each day referred to in the respective Article of the Collective Agreement on a prorata basis over the 12-hour shift.

Power Engineers will receive straight-time compensation for "day per month" as outlined above. In exchange for forgoing premium pay, Power Engineers employed prior to January 1, 1998, will receive the prorated portion of sixteen (16) hours per annum to be added on a fiscal year basis to their annual vacation entitlement. Contractual Power Engineers, employed prior to January 1, 1998, who work "day per month" will also be entitled to this benefit.

**27.11** Notwithstanding the provisions of Article 27 and subject to emergency situations, it is the University's intention that the North Campus Annex continue to work twelve (12) hour shifts for the life of this agreement. It is further intended that subject to operation requirements and emergency situations:

- (a) Employees assigned to the maintenance rotation will not have to work two consecutive weekends within the maintenance rotation.
- (b) Employees moving from a twelve (12) hour shift rotation to a maintenance rotation will not have their schedule modified to work on the weekend prior to the beginning of their maintenance rotation for other than the Sunday night shift.
- (c) An employee's scheduled hours of work will not require the employee to work more than five consecutive scheduled twelve (12) hour shifts.

## **ARTICLE 28 - OVERTIME**

**28.01** When an employee who is scheduled to work forty (40) hours per week on a regular and non-rotative basis is required to work in excess of forty (40) hours in a work week, the employee shall be compensated for the number of hours worked in excess of forty (40) hours at the rate of 1 1/2 times the employee's regular rate or the employee may, at the employee's request, be granted compensatory time off at the rate of 1 1/2 hours for each hour worked, where operational requirements permit.

**28.02** When an employee who is scheduled to work an average of forty (40) hours per week on an irregular or rotative basis is required to work in excess of the employee's scheduled hours in a work week, the employee shall be compensated

for the number of hours worked in excess of forty (40) hours at the rate of time and one half (1/2) the employee's regular rate for each hour so worked.

- 28.03** For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- 28.04** (a) When an employee's scheduled day off is changed without having been given at least forty-eight (48) hours' prior notice of having to work on the employee's scheduled day off, the employee shall be paid double the employee's regular hourly rate for each hour worked on such scheduled day off.
- (b) When an employee's posted scheduled hours of work are changed without having been given at least forty-eight (48) hours' notice prior to the start of a new shift, the employee shall be paid time and one-half (1 1/2) the employee's regular hourly rate for each hour worked on that shift.
- 28.05** The University shall endeavour to distribute overtime equally among employees in the same classification and in the same shop, i.e. the usual work location. When an employee is asked to work overtime or is called back to work, but refuses or is unable to be reached at such time, it will be counted as hours worked for the purpose of equal distribution. It is the Employer's responsibility to prove that they attempted to contact the employee.
- 28.06** Overtime shall be on a voluntary basis unless the University is unable to obtain sufficient members of the bargaining unit to meet the exigencies of the University. In such cases, members of the bargaining unit shall be required to perform overtime. Where there are no volunteers for overtime duty, such duty shall be assigned on a rotation basis starting from the most junior employee that is qualified and available.
- \* **28.07** (a) When an employee is retained two (2) hours or more beyond or before the employee's regular work period, the employee shall be provided with a sixteen dollars and fifty cents (\$16.50) meal allowance on their regular pay. Further meals shall be provided every five (5) hours thereafter.
- (b) When an employee is required to work overtime without twenty-four (24) hours notice for other than regular shift coverage, and is required to work in excess of four (4) consecutive hours, the employee shall be provided with a meal as outlined in 28.07(a).
- (c) The employee shall claim meals in accordance with 28.07(a) on a form provided by the Employer.

- 28.08** No more than forty-eight (48) hours may accumulate in an employee's overtime bank at any one time. Hours in excess of forty-eight (48) will be paid out in the next pay period. Employees will be able to carry forward from one fiscal year to the next up to forty-eight (48) hours of banked overtime. Time off will be taken at such times as to ensure that there are no additional costs to the University. In the event of an employee's death, banked overtime hours shall be paid to the employee's estate.
- 28.09** Part-time contractual employees who work more than eight (8) hours per day or forty (40) hours per week shall be paid overtime at the applicable rate.

#### **ARTICLE 29 - SHIFT DIFFERENTIAL**

- 29.01** In accordance with Article 27.03, this clause does not apply to employees who are regularly scheduled to work between 0700 and 1800 hours.

Effective date of signing, shift workers employed between 1600 and 0800 hours shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked on such shifts. This premium will not be subject to the overtime premium.

Effective date of signing, and for the life of this agreement, employees employed between 1800 and 0700 hours shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked on such shifts. This premium will not be subject to the overtime premium.

- 29.02** Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by a shift worker between the hours of 0001 Saturday and 2400 hours Sunday.
- 29.03** If an employee qualifies for both differentials under Article 29.01 and Article 29.02 he or she shall receive both.

#### **ARTICLE 30 - CALL BACK**

- 30.01** Subject to Clause 30.02, when an employee is called back and reports for work after the employee has left the employee's 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 applicable overtime rate.

- 30.02 Where an employee is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hours minimum, the benefit of the three (3) hour minimum shall apply only once.
- 30.03 When an employee is recalled to work under the conditions described in Clause 30.01, the employee shall be paid the cost of transportation to and from the employee's place of work at the kilometer rate established by University Policy for actual distance travelled up to forty (40) kilometers for each call back.
- 30.04 The University shall endeavour to distribute call back equally among employees within the same classification and in the same shop, i.e. the usual work location.
- 30.05 Where an employee is required to respond to a call for regular workplace functions and performs the task electronically without attending the workplace, the employee will be compensated for one (1) hour at the appropriate overtime rate.

**ARTICLE 31 – STANDBY**

- \* 31.01 (a) All standby shall be on a voluntary basis, with exception of grounds staff during snow clearing season. Standby will be equally distributed among employees during this period. Employees who perform standby shall be compensated as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$20.40 per eight (8) hour shift
	\$30.60 per twelve (12) hour shift

- (b) Employees required to perform standby duty on a statutory holiday -shall be compensated as follows:

<u>Effective Date</u>	<u>Rate</u>
Date of signing	\$22.60 per eight (8) hour shift
	\$33.90 per twelve (12) hour shift

- (c) In the event an employee decides to no longer perform standby, that employee will give the Employer one (1) week's notice.

31.02 All standby duty shall be authorized and scheduled by the Employer, and no compensation shall be granted for the period of standby if the employee does not report for work when required.

31.03 Standby shall be assigned on a rotation basis where possible.

## **ARTICLE 32 - ANNUAL VACATION**

- 32.01** The amount of Annual Vacation Leave which an employee shall be eligible for in any one (1) year shall be one and two-thirds ( $1 \frac{2}{3}$ ) days for each month of service up to twenty (20) working days.
- 32.02** Annual Vacation Leave entitlement shall be increased to twenty-five (25) working days on completion of ten (10) years of service and shall accrue at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) 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.
- 32.03** Annual vacation entitlement shall be increased to thirty (30) working days upon completion of twenty-five (25) years of service and shall accrue at the rate of two and one-half ( $2 \frac{1}{2}$ ) days per month. An employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph. This Clause will be retroactive to April 1, 1984.
- 32.04** Fractions of Annual Vacation entitlement of one-half ( $1/2$ ) day or more shall be considered as one (1) full day.
- 32.05** The vacation year shall be from April 1st in any year to March 31st in the next succeeding year, and Annual Vacation entitlement shall be computed as of March 31.
- 32.06** Subject to operational requirements an employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Vacation entitlements may be divided and taken in more than one (1) period during the vacation year. Except for the weeks which include Christmas Day or New Year's Day, vacations will be scheduled in one (1) week blocks during the prime time period of June 1 to the Saturday in September immediately following Labour Day Weekend. Employees are required to provide two (2) week's notice in the event they wish to change their vacation request. However, once vacation scheduling for the one (1) week blocks has been completed, a second round of vacation selection will provide for employees to select remaining vacation time of less than one (1) week provided this does not interfere with another employee's scheduled vacation.
- 32.07** Annual Vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) Where operational requirements permit, 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 twenty (20) working

days of Annual Vacation entitlement, excluding current entitlement; or twenty-five (25) days' annual vacation if the employee is eligible for twenty-five (25) days in any year, or thirty (30) days annual vacation if the employee is entitled to thirty (30) days in any year.

- (b) Where, because of extended sickness or other disability, Annual Vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the vacation due may be carried forward to another year subject to paragraph 32.07 (a) of this section.
- (c) An employee who is required by the employee's Department Head to defer the employee's 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 to the employee, as of the effective date of termination.

**32.08** Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 32.07 (b) and (c) of this section.

**32.09** Subject to Article 20.03, 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.

**32.10** 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.

**32.11** An employee may, upon giving at least twenty-eight (28) days' notice, receive, on the last office day preceding commencement of the employee's Annual Vacation, any remuneration which may fall due during the period of vacation.

**32.12** An employee on leave of absence without pay, Long Term Disability, or layoff is in excess of twenty (20) days in a year shall not accumulate annual vacation during the entire period.

**32.13** Any earned but unused vacation of a deceased employee shall be paid to such an employees' estate.

### **ARTICLE 33 - UNIVERSITY HOLIDAYS**

- \* **33.01** There shall be ten (10) designated holidays.



- 33.02** A schedule of University holidays will be issued at the beginning of each calendar year and may be revised as circumstances dictate. Such schedule, as well as any revisions thereto, will be discussed with the Association prior to implementation.
- 33.03** Where a designated holiday coincides with an employee's day of rest and the employee qualifies for holiday pay, the employee shall be entitled to one (1) day off without loss of pay at a later date approved by the Supervisor or pay for one (1) day at the employee's regular rate of pay in lieu thereof.
- 33.04** An employee who qualifies for holiday pay and who is required to work on a designated holiday which coincides with the employee's day of rest shall be entitled, in addition to the employee's holiday pay, to pay at the rate of two times the employee's regular rate for work performed on that holiday.
- 33.05** An employee who qualifies for holiday pay shall be entitled, in addition to the employee's holiday pay, to pay at one and one-half (1/2) times the employee's regular rate for work performed on that holiday.
- 33.06** An employee on leave of absence without pay, Long Term Disability or layoff shall not be eligible for University holidays that may occur during the period.
- 33.07** For the life of this agreement full-time employees will receive two (2) additional days (16 hours) off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank sixteen (16) hours to be taken at a later date.

#### **ARTICLE 34 - CLOSURE OF THE UNIVERSITY**

- 34.01** Where the University is officially closed for natural causes beyond its control, the University agrees that:
- (i) For those employees scheduled to work and who are unable to get to work:
    - (a) no loss of pay
    - (b) no loss of vacation
  - (ii) Employees who are not required to report to work during a closure will incur no loss of pay.
  - (iii) 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.

- (iv) Subject to Item 6, for those employees scheduled to work and do work, no extra pay.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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 35 - TECHNOLOGICAL CHANGE**

- 35.01** In the event that the Employer should introduce new methods or machines which require new or greater skills that are possessed by employees under the present method of operation, such employees shall be given a reasonable period of time, in the opinion of the Employer, 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.
- 35.02** 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.

**35.03 Transfer Arrangements**

An employee who is displaced from the employee's job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies in accordance with Article 19.

**35.04 No New Employees**

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 the employee's employment, as provided for under Article 35, Clause 35.01.

**ARTICLE 36 - TRAVEL EXPENSES**

**36.01** When an employee is required by the University to travel on University business, then the employee shall be compensated in accordance with University policy.

**36.02** (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 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 employee's authorized destination.

(ii) An employee may, with the prior approval of the employee's 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 36.02 (c) (i).

- (d) Subject to Clause 36.02 (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 seventy-two (72) kilometres 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.

**36.03** 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, the employee's 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.

**36.04** The University will contribute up to seventy-five percent (75%) 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, as defined by the University, by surface freight. No reimbursement will be made for the transportation of a motor vehicle, except in accordance with Clause 36.03 above. The University will also pay living expenses incurred by the employee and the employee's family for one day at the employee's then place of residence and for a reasonable period at the employee's normal place of work as defined by the University.

- 36.05** An employee who voluntarily fails to complete two years of service with the University from the date of initial appointment or any special contracted period, must repay one-half 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 37 - INJURY ON DUTY**

- 37.01** Where an employee is injured while on duty, the employee shall receive full salary for the entire period of temporary disability as defined by the WorkplaceNL (subject to Provincial legislative restrictions). Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.
- 37.02** Where an employee is permanently and totally disabled as determined by the WorkplaceNL, they shall be paid such pension and allowances by the Workplace NL as set out in their Schedule of Benefits.
- 37.03** A permanently and totally disabled employee may continue to contribute to the University Pension Plan.
- 37.04** 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.
- 37.05** Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with the provisions of Article 23.
- 37.06** Employees who are temporarily disabled and unable to work, but who are returning to work with the Employer, and/or employees whom WorkplaceNL determines cannot work on account of an occupational accident or occupational disease that is covered by the WorkplaceNL, shall continue to accrue benefits of this agreement.

#### **ARTICLE 38 - EDUCATIONAL ASSISTANCE**

- 38.01** Subject to University policy, 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 and time is

compensated for by the employee. Such permission will not be unreasonably denied.

- 38.02** An employee may be granted financial assistance for approved courses of study or special training, subject to the approval of the Head of the Department 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.
- 38.03** 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, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day.
- 38.04** An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to the employee's employment.

#### **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 their 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 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 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 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 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.

**39.06** 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 their 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 9.10.

**39.10** 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 A.

## **ARTICLE 40 – PERSONAL AND SEXUAL HARASSMENT**

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

## **ARTICLE 41 - DAYCARE**

**41.01** The University agrees to do all that is reasonably possible to assist the Association in securing suitable daycare facilities for the members of the Bargaining Unit.

## **ARTICLE 42 - SAFETY AND HEALTH**

**42.01** The Employer and the Association shall co-operate in improving rules and practices for the health and safety of the employees.

**42.02** The function of the Safety and Health Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.

**42.03** A Safety and Health Committee shall be established composed of not more than eight (8) members with an equal number of representatives of the Employer and an equal number of representatives of the Association.

**42.04** An Employer and an Association representative shall be designated as joint Chairperson and shall alternate in the presiding over the meetings.

**42.05** The Safety and Health Committee shall hold meetings as the need arises on the request of the Employer or the Association but in any event, every two (2) months.

**42.06** The Committee will deal with all unsafe and hazardous or dangerous work conditions.

**42.07** Copies of minutes of all Committee meetings shall be sent to the Employer and the Association.

**42.08** 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.



## **ARTICLE 43 - GENERAL CONDITIONS**

- 43.01** The following Group Insurance Plans presently in effect will be continued on the current cost-sharing basis:
- (a) Health
  - (b) Life and Accidental Death and Dismemberment
  - (c) Long Term Disability
  - (d) Dental
- 43.02** (a) Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment. Upon subsequent recalls from layoff, an employee will qualify for Group Insurance Plan benefits immediately upon rehire provided the break in service has not been greater than nine (9) months and provided the new period of hire is for three (3) months or more.
- (b) 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.
- 43.03** The parties to this Agreement agree that any Article in the Agreement may be altered or amended by mutual consent of the parties thereto.
- 43.04** A first aid kit shall be supplied by the Employer to each mobile unit and at other appropriate locations of the Employer.

## **ARTICLE 44 - 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 NAPE bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.
10. Newly hired Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan on the basis of their date of hire 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.

11. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 6 (see attached) shall be required to pay premiums in accordance with clause 10(b).
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.
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 - NO DISCRIMINATION**

- \* **45.01** 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 46 - CONTRACTUAL EMPLOYEES**

- 46.01** (a) Contractual employees will not be utilized to reduce the regular hours of work of existing employees.
- (b) Where possible, and in accordance with seniority, the University will employ contractuales on a full-time basis. This does not prohibit the use of part-time contractuales for work on a call-in basis according to seniority.
- 46.02** (a) Contractual employees shall be entitled to the wages and benefits of the Agreement for the duration of their employment. Group benefits and pensions shall be in accordance with the terms of the Group Insurance and Pensions Plans. Earned benefits shall be pro-rated and the employee will be allowed to carry forward these benefits from one period of employment to the next.
- (b) Part-time contractual employees will receive thirteen percent (13%) in lieu of all benefits, i.e. vacation, sick leave, University holidays, etc.

**\* ARTICLE 47 – NOTICE TO NEGOTIATE**

**47.01**    Duration

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until the 31st day of March, 2026, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months and no less than thirty (30) calendar days prior to the date of expiration.

**47.02**    Change in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

**47.03**    Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 47.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

**47.04**    Agreement to Remain in Effect

Notwithstanding anything contained above, this agreement shall remain in force and effect until replaced by a new agreement or the parties have entered into a legal strike or lockout.

**47.05**    Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of the agreement. Failing agreement, the parties may exercise the right to strike or lockout. Negotiations are to be conducted in accordance with the applicable legislation.

**47.06**    All Articles of the Collective Agreement will take effect as of the date of signing.

**\* ARTICLE 48    REMOTE WORK**

**48.01**    As per University guidelines released on July 21, 2022, please visit <https://www.mun.ca/hr/myhr/my-employment/remote-work-arrangements-rwas/>

SIGNED AT ST. JOHN'S, NEWFOUNDLAND, THIS 31<sup>ST</sup> DAY OF OCTOBER, 2022.

On behalf of  
Memorial University of  
Newfoundland

On behalf of  
Newfoundland Association of  
Public and Private Employees  
Representing Maintenance Personnel

Mary Cannon  
Roxanne Jackson  
Alexander Young  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]  
Roman Awen  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

WITNESSED BY

Tracy Coady

WITNESSED BY

Domin Dutton

**SCHEDULE A**

**PAY SCALES  
&  
BAND LEVELS**

**NAPE Maintenance (Local 7801)**

*Effective April 1, 2022*

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	17.81	19.03	20.38	21.78	23.28	24.84	26.46	28.18	29.97	31.86	33.80	35.83	39.73	43.65	47.55
02	18.00	19.27	20.62	22.03	23.54	25.11	26.75	28.51	30.31	32.22	34.19	36.23	40.18	44.16	48.10
03	18.23	19.48	20.85	22.28	23.81	25.40	27.07	28.84	30.66	32.60	34.58	36.65	40.64	44.66	48.64
04	18.42	19.70	21.08	22.53	24.06	25.69	27.38	29.15	31.01	32.96	34.98	37.06	41.11	45.17	49.19
05	18.63	19.92	21.33	22.78	24.34	25.97	27.68	29.49	31.34	33.31	35.35	37.47	41.55	45.66	49.75
06	18.83	20.15	21.55	23.04	24.61	26.25	27.99	29.80	31.70	33.69	35.75	37.89	42.02	46.16	50.29
07	19.02	20.36	21.79	23.29	24.88	26.54	28.27	30.13	32.04	34.06	36.14	38.30	42.47	46.67	50.84
08	19.25	20.58	22.02	23.53	25.14	26.83	28.59	30.46	32.37	34.41	36.53	38.72	42.93	47.16	51.38
09	19.44	20.80	22.26	23.79	25.41	27.11	28.90	30.78	32.73	34.79	36.92	39.13	43.38	47.65	51.93
10	19.65	21.01	22.49	24.02	25.68	27.40	29.20	31.09	33.07	35.14	37.30	39.51	43.85	48.17	52.47
11	19.86	21.24	22.73	24.29	25.95	27.69	29.51	31.43	33.42	35.51	37.69	39.95	44.30	48.66	53.02
12	20.05	21.45	22.95	24.53	26.21	27.97	29.80	31.74	33.76	35.88	38.08	40.36	44.75	49.17	53.56
13	20.27	21.68	23.19	24.79	26.48	28.24	30.12	32.07	34.11	36.25	38.46	40.77	45.22	49.66	54.12
14	20.47	21.89	23.43	25.03	26.74	28.55	30.43	32.39	34.45	36.62	38.86	41.18	45.67	50.18	54.66
15	20.68	22.10	23.65	25.30	27.02	28.83	30.71	32.71	34.80	36.98	39.25	41.59	46.12	50.67	55.21
16	20.87	22.34	23.89	25.54	27.29	29.11	31.03	33.04	35.14	37.33	39.63	42.01	46.57	51.18	55.75
17	21.08	22.55	24.12	25.79	27.55	29.40	31.32	33.36	35.49	37.71	40.04	42.41	47.03	51.66	56.29
18	21.30	22.77	24.37	26.03	27.82	29.68	31.64	33.70	35.84	38.08	40.40	42.83	47.49	52.18	56.84
19	21.49	22.98	24.60	26.30	28.08	29.97	31.94	34.02	36.17	38.43	40.80	43.24	47.95	52.68	57.39
20	21.70	23.21	24.84	26.54	28.37	30.24	32.24	34.34	36.52	38.81	41.19	43.65	48.41	53.18	57.94
21	21.89	23.43	25.06	26.79	28.62	30.55	32.56	34.67	36.86	39.18	41.58	44.06	48.86	53.69	58.48
22	22.10	23.64	25.31	27.04	28.89	30.82	32.84	35.00	37.21	39.53	41.96	44.48	49.32	54.19	59.03
23	22.31	23.86	25.54	27.29	29.15	31.11	33.14	35.30	37.55	39.91	42.34	44.90	49.78	54.69	59.58
24	22.51	24.08	25.77	27.54	29.44	31.39	33.46	35.64	37.90	40.28	42.74	45.31	50.24	55.19	60.12
25	22.73	24.31	26.00	27.78	29.69	31.68	33.76	35.96	38.25	40.64	43.14	45.71	50.68	55.68	60.67
26	22.92	24.52	26.23	28.04	29.96	31.97	34.07	36.28	38.59	41.01	43.51	46.12	51.15	56.20	61.21
27	23.12	24.74	26.47	28.27	30.22	32.24	34.37	36.61	38.94	41.37	43.91	46.52	51.60	56.69	61.76
28	23.34	24.96	26.70	28.55	30.50	32.55	34.68	36.93	39.28	41.74	44.30	46.95	52.06	57.21	62.30

**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2022**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
<u>Step</u>															
29	23.54	25.17	26.94	28.79	30.77	32.81	34.99	37.25	39.63	42.11	44.69	47.36	52.51	57.70	62.85
30	23.75	25.40	27.16	29.04	31.03	33.10	35.27	37.58	39.96	42.47	45.08	47.77	52.97	58.21	63.40
31	23.95	25.61	27.41	29.28	31.29	33.39	35.60	37.90	40.31	42.84	45.45	48.18	53.43	58.70	63.94
32	24.15	25.84	27.64	29.54	31.56	33.68	35.89	38.22	40.65	43.21	45.85	48.59	53.89	59.20	64.50
33	24.37	26.05	27.88	29.79	31.83	33.97	36.19	38.55	41.00	43.57	46.25	49.00	54.36	59.70	65.04
34	24.56	26.28	28.11	30.03	32.10	34.23	36.50	38.88	41.35	43.93	46.63	49.42	54.80	60.19	65.60
35	24.76	26.49	28.36	30.28	32.36	34.54	36.81	39.20	41.69	44.30	47.02	49.83	55.26	60.72	66.13
36	24.97	26.70	28.58	30.55	32.63	34.82	37.11	39.51	42.04	44.67	47.41	50.25	55.72	61.21	66.69



**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2023**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	18.17	19.41	20.79	22.22	23.75	25.34	26.99	28.74	30.57	32.50	34.48	36.55	40.52	44.52	48.50
02	18.36	19.66	21.03	22.47	24.01	25.61	27.29	29.08	30.92	32.86	34.87	36.95	40.98	45.04	49.06
03	18.59	19.87	21.27	22.73	24.29	25.91	27.61	29.42	31.27	33.25	35.27	37.38	41.45	45.55	49.61
04	18.79	20.09	21.50	22.98	24.54	26.20	27.93	29.73	31.63	33.62	35.68	37.80	41.93	46.07	50.17
05	19.00	20.32	21.76	23.24	24.83	26.49	28.23	30.08	31.97	33.98	36.06	38.22	42.38	46.57	50.75
06	19.21	20.55	21.98	23.50	25.10	26.78	28.55	30.40	32.33	34.36	36.47	38.65	42.86	47.08	51.30
07	19.40	20.77	22.23	23.76	25.38	27.07	28.84	30.73	32.68	34.74	36.86	39.07	43.32	47.60	51.86
08	19.64	20.99	22.46	24.00	25.64	27.37	29.16	31.07	33.02	35.10	37.26	39.49	43.79	48.10	52.41
09	19.83	21.22	22.71	24.27	25.92	27.65	29.48	31.40	33.38	35.49	37.66	39.91	44.25	48.60	52.97
10	20.04	21.43	22.94	24.50	26.19	27.95	29.78	31.71	33.73	35.84	38.05	40.30	44.73	49.13	53.52
11	20.26	21.66	23.18	24.78	26.47	28.24	30.10	32.06	34.09	36.22	38.44	40.75	45.19	49.63	54.08
12	20.45	21.88	23.41	25.02	26.73	28.53	30.40	32.37	34.44	36.60	38.84	41.17	45.65	50.15	54.63
13	20.68	22.11	23.65	25.29	27.01	28.80	30.72	32.71	34.79	36.98	39.23	41.59	46.12	50.65	55.20
14	20.88	22.33	23.90	25.53	27.27	29.12	31.04	33.04	35.14	37.35	39.64	42.00	46.58	51.18	55.75
15	21.09	22.54	24.12	25.81	27.56	29.41	31.32	33.36	35.50	37.72	40.04	42.42	47.04	51.68	56.31
16	21.29	22.79	24.37	26.05	27.84	29.69	31.65	33.70	35.84	38.08	40.42	42.85	47.50	52.20	56.87
17	21.50	23.00	24.60	26.31	28.10	29.99	31.95	34.03	36.20	38.46	40.84	43.26	47.97	52.69	57.42
18	21.73	23.23	24.86	26.55	28.38	30.27	32.27	34.37	36.56	38.84	41.21	43.69	48.44	53.22	57.98
19	21.92	23.44	25.09	26.83	28.64	30.57	32.58	34.70	36.89	39.20	41.62	44.10	48.91	53.73	58.54
20	22.13	23.67	25.34	27.07	28.94	30.84	32.88	35.03	37.25	39.59	42.01	44.52	49.38	54.24	59.10
21	22.33	23.90	25.56	27.33	29.19	31.16	33.21	35.36	37.60	39.96	42.41	44.94	49.84	54.76	59.65
22	22.54	24.11	25.82	27.58	29.47	31.44	33.50	35.70	37.95	40.32	42.80	45.37	50.31	55.27	60.21
23	22.76	24.34	26.05	27.84	29.73	31.73	33.80	36.01	38.30	40.71	43.19	45.80	50.78	55.78	60.77
24	22.96	24.56	26.29	28.09	30.03	32.02	34.13	36.35	38.66	41.09	43.59	46.22	51.24	56.29	61.32
25	23.18	24.80	26.52	28.34	30.28	32.31	34.44	36.68	39.02	41.45	44.00	46.62	51.69	56.79	61.88
26	23.38	25.01	26.75	28.60	30.56	32.61	34.75	37.01	39.36	41.83	44.38	47.04	52.17	57.32	62.43
27	23.58	25.23	27.00	28.84	30.82	32.88	35.06	37.34	39.72	42.20	44.79	47.45	52.63	57.82	63.00
28	23.81	25.46	27.23	29.12	31.11	33.20	35.37	37.67	40.07	42.57	45.19	47.89	53.10	58.35	63.55

**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2023**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
29	24.01	25.67	27.48	29.37	31.39	33.47	35.69	38.00	40.42	42.95	45.58	48.31	53.56	58.85	64.11
30	24.23	25.91	27.70	29.62	31.65	33.76	35.98	38.33	40.76	43.32	45.98	48.73	54.03	59.37	64.67
31	24.43	26.12	27.96	29.87	31.92	34.06	36.31	38.66	41.12	43.70	46.36	49.14	54.50	59.87	65.22
32	24.63	26.36	28.19	30.13	32.19	34.35	36.61	38.98	41.46	44.07	46.77	49.56	54.97	60.38	65.79
33	24.86	26.57	28.44	30.39	32.47	34.65	36.91	39.32	41.82	44.44	47.18	49.98	55.45	60.89	66.34
34	25.05	26.81	28.67	30.63	32.74	34.91	37.23	39.66	42.18	44.81	47.56	50.41	55.90	61.39	66.91
35	25.26	27.02	28.93	30.89	33.01	35.23	37.55	39.98	42.52	45.19	47.96	50.83	56.37	61.93	67.45
36	25.47	27.23	29.15	31.16	33.28	35.52	37.85	40.30	42.88	45.56	48.36	51.26	56.83	62.43	68.02

## NAPE Maintenance (Local 7801)

Effective April 1, 2024

Step	Pay Level														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
01	18.53	19.80	21.21	22.66	24.23	25.85	27.53	29.31	31.18	33.15	35.17	37.28	41.33	45.41	49.47
02	18.73	20.05	21.45	22.92	24.49	26.12	27.84	29.66	31.54	33.52	35.57	37.69	41.80	45.94	50.04
03	18.96	20.27	21.70	23.18	24.78	26.43	28.16	30.01	31.90	33.92	35.98	38.13	42.28	46.46	50.60
04	19.17	20.49	21.93	23.44	25.03	26.72	28.49	30.32	32.26	34.29	36.39	38.56	42.77	46.99	51.17
05	19.38	20.73	22.20	23.70	25.33	27.02	28.79	30.68	32.61	34.66	36.78	38.98	43.23	47.50	51.77
06	19.59	20.96	22.42	23.97	25.60	27.32	29.12	31.01	32.98	35.05	37.20	39.42	43.72	48.02	52.33
07	19.79	21.19	22.67	24.24	25.89	27.61	29.42	31.34	33.33	35.43	37.60	39.85	44.19	48.55	52.90
08	20.03	21.41	22.91	24.48	26.15	27.92	29.74	31.69	33.68	35.80	38.01	40.28	44.67	49.06	53.46
09	20.23	21.64	23.16	24.76	26.44	28.20	30.07	32.03	34.05	36.20	38.41	40.71	45.14	49.57	54.03
10	20.44	21.86	23.40	24.99	26.71	28.51	30.38	32.34	34.40	36.56	38.81	41.11	45.62	50.11	54.59
11	20.67	22.09	23.64	25.28	27.00	28.80	30.70	32.70	34.77	36.94	39.21	41.57	46.09	50.62	55.16
12	20.86	22.32	23.88	25.52	27.26	29.10	31.01	33.02	35.13	37.33	39.62	41.99	46.56	51.15	55.72
13	21.09	22.55	24.12	25.80	27.55	29.38	31.33	33.36	35.49	37.72	40.01	42.42	47.04	51.66	56.30
14	21.30	22.78	24.38	26.04	27.82	29.70	31.66	33.70	35.84	38.10	40.43	42.84	47.51	52.20	56.87
15	21.51	22.99	24.60	26.33	28.11	30.00	31.95	34.03	36.21	38.47	40.84	43.27	47.98	52.71	57.44
16	21.72	23.25	24.86	26.57	28.40	30.28	32.28	34.37	36.56	38.84	41.23	43.71	48.45	53.24	58.01
17	21.93	23.46	25.09	26.84	28.66	30.59	32.59	34.71	36.92	39.23	41.66	44.13	48.93	53.74	58.57
18	22.16	23.69	25.36	27.08	28.95	30.88	32.92	35.06	37.29	39.62	42.03	44.56	49.41	54.28	59.14
19	22.36	23.91	25.59	27.37	29.21	31.18	33.23	35.39	37.63	39.98	42.45	44.98	49.89	54.80	59.71
20	22.57	24.14	25.85	27.61	29.52	31.46	33.54	35.73	38.00	40.38	42.85	45.41	50.37	55.32	60.28
21	22.78	24.38	26.07	27.88	29.77	31.78	33.87	36.07	38.35	40.76	43.26	45.84	50.84	55.86	60.84
22	22.99	24.59	26.34	28.13	30.06	32.07	34.17	36.41	38.71	41.13	43.66	46.28	51.32	56.38	61.41
23	23.22	24.83	26.57	28.40	30.32	32.36	34.48	36.73	39.07	41.52	44.05	46.72	51.80	56.90	61.99
24	23.42	25.05	26.82	28.65	30.63	32.66	34.81	37.08	39.43	41.91	44.46	47.14	52.26	57.42	62.55
25	23.64	25.30	27.05	28.91	30.89	32.96	35.13	37.41	39.80	42.28	44.88	47.55	52.72	57.93	63.12
26	23.85	25.51	27.29	29.17	31.17	33.26	35.45	37.75	40.15	42.67	45.27	47.98	53.21	58.47	63.68
27	24.05	25.73	27.54	29.42	31.44	33.54	35.76	38.09	40.51	43.04	45.69	48.40	53.68	58.98	64.26
28	24.29	25.97	27.77	29.70	31.73	33.86	36.08	38.42	40.87	43.42	46.09	48.85	54.16	59.52	64.82

**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2024**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
29	24.49	26.18	28.03	29.96	32.02	34.14	36.40	38.76	41.23	43.81	46.49	49.28	54.63	60.03	65.39
30	24.71	26.43	28.25	30.21	32.28	34.44	36.70	39.10	41.58	44.19	46.90	49.70	55.11	60.56	65.96
31	24.92	26.64	28.52	30.47	32.56	34.74	37.04	39.43	41.94	44.57	47.29	50.12	55.59	61.07	66.52
32	25.12	26.89	28.75	30.73	32.83	35.04	37.34	39.76	42.29	44.95	47.71	50.55	56.07	61.59	67.11
33	25.36	27.10	29.01	31.00	33.12	35.34	37.65	40.11	42.66	45.33	48.12	50.98	56.56	62.11	67.67
34	25.55	27.35	29.24	31.24	33.39	35.61	37.97	40.45	43.02	45.71	48.51	51.42	57.02	62.62	68.25
35	25.77	27.56	29.51	31.51	33.67	35.93	38.30	40.78	43.37	46.09	48.92	51.85	57.50	63.17	68.80
36	25.98	27.77	29.73	31.78	33.95	36.23	38.61	41.11	43.74	46.47	49.33	52.29	57.97	63.68	69.38

**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2025**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	18.90	20.20	21.63	23.11	24.71	26.37	28.08	29.90	31.80	33.81	35.87	38.03	42.16	46.32	50.46
02	19.10	20.45	21.88	23.38	24.98	26.64	28.40	30.25	32.17	34.19	36.28	38.44	42.64	46.86	51.04
03	19.34	20.68	22.13	23.64	25.28	26.96	28.72	30.61	32.54	34.60	36.70	38.89	43.13	47.39	51.61
04	19.55	20.90	22.37	23.91	25.53	27.25	29.06	30.93	32.91	34.98	37.12	39.33	43.63	47.93	52.19
05	19.77	21.14	22.64	24.17	25.84	27.56	29.37	31.29	33.26	35.35	37.52	39.76	44.09	48.45	52.81
06	19.98	21.38	22.87	24.45	26.11	27.87	29.70	31.63	33.64	35.75	37.94	40.21	44.59	48.98	53.38
07	20.19	21.61	23.12	24.72	26.41	28.16	30.01	31.97	34.00	36.14	38.35	40.65	45.07	49.52	53.96
08	20.43	21.84	23.37	24.97	26.67	28.48	30.33	32.32	34.35	36.52	38.77	41.09	45.56	50.04	54.53
09	20.63	22.07	23.62	25.26	26.97	28.76	30.67	32.67	34.73	36.92	39.18	41.52	46.04	50.56	55.11
10	20.85	22.30	23.87	25.49	27.24	29.08	30.99	32.99	35.09	37.29	39.59	41.93	46.53	51.11	55.68
11	21.08	22.53	24.11	25.79	27.54	29.38	31.31	33.35	35.47	37.68	39.99	42.40	47.01	51.63	56.26
12	21.28	22.77	24.36	26.03	27.81	29.68	31.63	33.68	35.83	38.08	40.41	42.83	47.49	52.17	56.83
13	21.51	23.00	24.60	26.32	28.10	29.97	31.96	34.03	36.20	38.47	40.81	43.27	47.98	52.69	57.43
14	21.73	23.24	24.87	26.56	28.38	30.29	32.29	34.37	36.56	38.86	41.24	43.70	48.46	53.24	58.01
15	21.94	23.45	25.09	26.86	28.67	30.60	32.59	34.71	36.93	39.24	41.66	44.14	48.94	53.76	58.59
16	22.15	23.72	25.36	27.10	28.97	30.89	32.93	35.06	37.29	39.62	42.05	44.58	49.42	54.30	59.17
17	22.37	23.93	25.59	27.38	29.23	31.20	33.24	35.40	37.66	40.01	42.49	45.01	49.91	54.81	59.74
18	22.60	24.16	25.87	27.62	29.53	31.50	33.58	35.76	38.04	40.41	42.87	45.45	50.40	55.37	60.32
19	22.81	24.39	26.10	27.92	29.79	31.80	33.89	36.10	38.38	40.78	43.30	45.88	50.89	55.90	60.90
20	23.02	24.62	26.37	28.16	30.11	32.09	34.21	36.44	38.76	41.19	43.71	46.32	51.38	56.43	61.49
21	23.24	24.87	26.59	28.44	30.37	32.42	34.55	36.79	39.12	41.58	44.13	46.76	51.86	56.98	62.06
22	23.45	25.08	26.87	28.69	30.66	32.71	34.85	37.14	39.48	41.95	44.53	47.21	52.35	57.51	62.64
23	23.68	25.33	27.10	28.97	30.93	33.01	35.17	37.46	39.85	42.35	44.93	47.65	52.84	58.04	63.23
24	23.89	25.55	27.36	29.22	31.24	33.31	35.51	37.82	40.22	42.75	45.35	48.08	53.31	58.57	63.80
25	24.11	25.81	27.59	29.49	31.51	33.62	35.83	38.16	40.60	43.13	45.78	48.50	53.77	59.09	64.38
26	24.33	26.02	27.84	29.75	31.79	33.93	36.16	38.51	40.95	43.52	46.18	48.94	54.27	59.64	64.95
27	24.53	26.24	28.09	30.01	32.07	34.21	36.48	38.85	41.32	43.90	46.60	49.37	54.75	60.16	65.55
28	24.78	26.49	28.33	30.29	32.36	34.54	36.80	39.19	41.69	44.29	47.01	49.83	55.24	60.71	66.12

**NAPE Maintenance (Local 7801)**  
**Effective April 1, 2025**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
29	24.98	26.70	28.59	30.56	32.66	34.82	37.13	39.54	42.05	44.69	47.42	50.27	55.72	61.23	66.70
30	25.20	26.96	28.82	30.81	32.93	35.13	37.43	39.88	42.41	45.07	47.84	50.69	56.21	61.77	67.28
31	25.42	27.17	29.09	31.08	33.21	35.43	37.78	40.22	42.78	45.46	48.24	51.12	56.70	62.29	67.85
32	25.62	27.43	29.33	31.34	33.49	35.74	38.09	40.56	43.14	45.85	48.66	51.56	57.19	62.82	68.45
33	25.87	27.64	29.59	31.62	33.78	36.05	38.40	40.91	43.51	46.24	49.08	52.00	57.69	63.35	69.02
34	26.06	27.90	29.82	31.86	34.06	36.32	38.73	41.26	43.88	46.62	49.48	52.45	58.16	63.87	69.62
35	26.29	28.11	30.10	32.14	34.34	36.65	39.07	41.60	44.24	47.01	49.90	52.89	58.65	64.43	70.18
36	26.50	28.33	30.32	32.42	34.63	36.95	39.38	41.93	44.61	47.40	50.32	53.34	59.13	64.95	70.77

**NAPE Clerical Staff**  
Effective April 1, 2022

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	32,413	34,668	37,090	39,641	42,351	45,192	48,159	51,295	54,555	57,977	61,526	65,209	72,306	79,439	86,543
02	32,782	35,068	37,516	40,098	42,837	45,711	48,714	51,886	55,184	58,639	62,232	65,952	73,141	80,356	87,538
03	33,156	35,464	37,943	40,551	43,326	46,233	49,270	52,472	55,809	59,308	62,939	66,704	73,971	81,271	88,532
04	33,528	35,865	38,370	41,008	43,813	46,750	49,823	53,063	56,434	59,975	63,649	67,455	74,804	82,184	89,524
05	33,899	36,265	38,796	41,467	44,301	47,271	50,376	53,656	57,063	60,641	64,357	68,204	75,630	83,093	90,524
06	34,274	36,661	39,222	41,917	44,784	47,790	50,929	54,241	57,688	61,307	65,060	68,954	76,463	84,005	91,514
07	34,645	37,062	39,651	42,375	45,274	48,308	51,485	54,832	58,316	61,972	65,767	69,703	77,295	84,918	92,510
08	35,017	37,456	40,076	42,830	45,758	48,829	52,038	55,423	58,941	62,639	66,477	70,453	78,125	85,833	93,506
09	35,392	37,857	40,499	43,286	46,245	49,347	52,593	56,010	59,570	63,306	67,182	71,200	78,954	86,742	94,503
10	35,765	38,255	40,926	43,742	46,733	49,867	53,145	56,600	60,199	63,969	67,892	71,949	79,786	87,662	95,496
11	36,134	38,652	41,353	44,199	47,220	50,387	53,696	57,190	60,824	64,635	68,598	72,702	80,617	88,572	96,493
12	36,508	39,051	41,778	44,651	47,709	50,903	54,252	57,780	61,452	65,304	69,307	73,452	81,450	89,486	97,485
13	36,880	39,450	42,207	45,111	48,192	51,426	54,804	58,372	62,078	65,970	70,012	74,197	82,279	90,396	98,480
14	37,254	39,849	42,635	45,563	48,678	51,946	55,357	58,958	62,705	66,634	70,719	74,950	83,113	91,311	99,474
15	37,626	40,246	43,059	46,020	49,165	52,466	55,909	59,548	63,334	67,302	71,426	75,700	83,944	92,224	100,469
16	37,998	40,649	43,483	46,473	49,657	52,984	56,466	60,137	63,958	67,967	72,131	76,449	84,774	93,138	101,462
17	38,371	41,046	43,909	46,935	50,140	53,502	57,016	60,731	64,585	68,639	72,843	77,200	85,606	94,047	102,461
18	38,744	41,440	44,338	47,389	50,627	54,025	57,571	61,318	65,217	69,304	73,548	77,949	86,438	94,965	103,454
19	39,114	41,841	44,768	47,842	51,114	54,541	58,126	61,906	65,841	69,975	74,257	78,696	87,265	95,880	104,450
20	39,487	42,240	45,191	48,298	51,603	55,065	58,682	62,497	66,468	70,638	74,963	79,444	88,098	96,791	105,441
21	39,861	42,639	45,614	48,753	52,086	55,575	59,234	63,087	67,095	71,301	75,671	80,196	88,931	97,704	106,434
22	40,234	43,038	46,040	49,208	52,575	56,098	59,787	63,679	67,721	71,966	76,378	80,947	89,760	98,616	107,433
23	40,606	43,436	46,467	49,664	53,061	56,620	60,338	64,269	68,351	72,633	77,081	81,701	90,594	99,530	108,423
24	40,980	43,836	46,896	50,120	53,547	57,140	60,895	64,856	68,978	73,299	77,791	82,444	91,423	100,441	109,424
25	41,352	44,233	47,323	50,573	54,036	57,660	61,448	65,443	69,599	73,967	78,499	83,193	92,255	101,353	110,417
26	41,725	44,629	47,748	51,030	54,520	58,176	62,002	66,035	70,231	74,634	79,205	83,944	93,083	102,269	111,414
27	42,096	45,027	48,175	51,489	55,010	58,696	62,556	66,624	70,858	75,297	79,909	84,693	93,917	103,184	112,407
28	42,468	45,429	48,601	51,945	55,498	59,217	63,107	67,213	71,486	75,966	80,622	85,441	94,749	104,096	113,402

**NAPE Clerical Staff**  
Effective April 1, 2022

	<u>Pay Level</u>															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
<u>Step</u>																
29	42,839	45,826	49,026	52,399	55,981	59,733	63,659	67,802	72,113	76,634	81,328	86,192	91,133	95,577	105,007	114,395
30	43,213	46,226	49,452	52,852	56,469	60,259	64,214	68,392	72,739	77,300	82,036	86,942	91,923	96,409	105,923	115,390
31	43,586	46,622	49,880	53,308	56,958	60,773	64,769	68,981	73,367	77,968	82,741	87,692	92,721	97,241	106,834	116,387
32	43,960	47,024	50,305	53,766	57,440	61,295	65,324	69,572	73,991	78,634	83,447	88,440	93,514	98,074	107,750	117,380
33	44,330	47,420	50,733	54,221	57,927	61,813	65,876	70,164	74,617	79,298	84,154	89,192	94,314	98,904	108,659	118,374
34	44,705	47,821	51,156	54,676	58,414	62,331	66,429	70,753	75,247	79,963	84,863	89,937	95,184	99,733	109,572	119,371
35	45,077	48,218	51,582	55,133	58,904	62,851	66,984	71,338	75,875	80,633	85,571	90,690	95,999	100,565	110,486	120,364
36	45,447	48,612	52,010	55,588	59,387	63,373	67,535	71,930	76,503	81,295	86,280	91,437	96,766	101,396	111,401	121,364



**NAPE Clerical Staff**  
Effective April 1, 2023

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	33,061	35,361	37,832	40,434	43,198	46,096	49,122	52,321	55,646	59,137	62,757	66,513	73,752	81,028	88,274
02	33,438	35,769	38,266	40,900	43,694	46,625	49,688	52,924	56,288	59,812	63,477	67,271	74,604	81,963	89,289
03	33,819	36,173	38,702	41,362	44,193	47,158	50,255	53,521	56,925	60,494	64,198	68,038	75,450	82,896	90,303
04	34,199	36,582	39,137	41,828	44,689	47,685	50,819	54,124	57,563	61,175	64,922	68,804	76,300	83,828	91,314
05	34,577	36,990	39,572	42,296	45,187	48,216	51,384	54,729	58,204	61,854	65,644	69,568	77,143	84,755	92,334
06	34,959	37,394	40,006	42,755	45,680	48,746	51,948	55,326	58,842	62,533	66,361	70,333	77,992	85,685	93,344
07	35,338	37,803	40,444	43,223	46,179	49,274	52,515	55,929	59,482	63,211	67,082	71,097	78,841	86,616	94,360
08	35,717	38,205	40,878	43,687	46,673	49,806	53,079	56,531	60,120	63,892	67,807	71,862	79,688	87,550	95,376
09	36,100	38,614	41,309	44,152	47,170	50,334	53,645	57,130	60,761	64,572	68,526	72,624	80,533	88,477	96,393
10	36,480	39,020	41,745	44,617	47,668	50,864	54,208	57,732	61,403	65,248	69,250	73,388	81,382	89,415	97,406
11	36,857	39,425	42,180	45,083	48,164	51,395	54,770	58,334	62,040	65,928	69,970	74,156	82,229	90,343	98,423
12	37,238	39,832	42,614	45,544	48,663	51,921	55,337	58,936	62,681	66,610	70,693	74,921	83,079	91,276	99,435
13	37,618	40,239	43,051	46,013	49,156	52,455	55,900	59,539	63,320	67,289	71,412	75,681	83,925	92,204	100,450
14	37,999	40,646	43,488	46,474	49,652	52,985	56,464	60,137	63,959	67,967	72,133	76,449	84,775	93,137	101,463
15	38,379	41,051	43,920	46,940	50,148	53,515	57,027	60,739	64,601	68,648	72,855	77,214	85,623	94,068	102,478
16	38,758	41,462	44,333	47,402	50,650	54,044	57,595	61,340	65,237	69,326	73,574	77,978	86,469	95,001	103,491
17	39,138	41,867	44,787	47,874	51,143	54,572	58,156	61,946	65,877	70,012	74,300	78,744	87,318	95,928	104,510
18	39,519	42,269	45,225	48,337	51,640	55,106	58,722	62,544	66,521	70,690	75,019	79,508	88,167	96,864	105,523
19	39,896	42,678	45,663	48,799	52,136	55,632	59,289	63,144	67,158	71,375	75,742	80,270	89,010	97,798	106,539
20	40,277	43,085	46,095	49,264	52,635	56,166	59,856	63,747	67,797	72,051	76,462	81,033	89,860	98,727	107,550
21	40,658	43,492	46,526	49,728	53,128	56,687	60,419	64,349	68,437	72,727	77,184	81,800	90,710	99,658	108,563
22	41,039	43,899	46,961	50,192	53,627	57,220	60,983	64,953	69,075	73,405	77,906	82,566	91,555	100,588	109,582
23	41,418	44,305	47,396	50,657	54,122	57,752	61,545	65,554	69,718	74,086	78,623	83,335	92,406	101,521	110,591
24	41,800	44,713	47,834	51,122	54,618	58,283	62,113	66,153	70,358	74,765	79,347	84,093	93,251	102,450	111,612
25	42,179	45,118	48,269	51,584	55,117	58,813	62,677	66,752	70,991	75,446	80,069	84,857	94,100	103,380	112,625
26	42,560	45,522	48,703	52,051	55,610	59,340	63,242	67,356	71,636	76,127	80,789	85,623	94,945	104,314	113,642
27	42,938	45,928	49,139	52,519	56,110	59,870	63,807	67,956	72,275	76,803	81,507	86,387	95,795	105,248	114,655
28	43,317	46,338	49,573	52,984	56,608	60,401	64,369	68,557	72,916	77,485	82,234	87,150	96,644	106,178	115,670

**NAPE Clerical Staff**  
**Effective April 1, 2023**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
29	43,696	46,743	50,007	53,447	57,101	60,928	64,932	69,158	73,555	78,167	82,955	87,916	97,489	107,107	116,683
30	44,077	47,151	50,441	53,909	57,598	61,464	65,498	69,760	74,194	78,846	83,677	88,681	98,337	108,041	117,698
31	44,458	47,554	50,878	54,374	58,097	61,988	66,064	70,361	74,834	79,527	84,396	89,446	99,186	108,971	118,715
32	44,839	47,964	51,311	54,841	58,589	62,521	66,630	70,963	75,471	80,207	85,116	90,209	100,035	109,905	119,728
33	45,217	48,368	51,748	55,305	59,086	63,049	67,194	71,567	76,109	80,884	85,837	90,976	100,882	110,832	120,741
34	45,599	48,777	52,179	55,770	59,582	63,578	67,758	72,168	76,752	81,562	86,560	91,736	101,728	111,763	121,758
35	45,979	49,182	52,614	56,236	60,082	64,108	68,324	72,765	77,393	82,246	87,282	92,504	102,576	112,696	122,771
36	46,356	49,584	53,050	56,700	60,575	64,640	68,886	73,369	78,033	82,921	88,006	93,266	103,424	113,629	123,791

**NAPE Clerical Staff**  
Effective April 1, 2024

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	33,722	36,068	38,589	41,243	44,062	47,018	50,104	53,367	56,759	60,320	64,012	67,843	75,227	82,649	90,039
02	34,107	36,484	39,031	41,718	44,568	47,558	50,682	53,982	57,414	61,008	64,747	68,616	76,096	83,602	91,075
03	34,495	36,896	39,476	42,189	45,077	48,101	51,260	54,591	58,064	61,704	65,482	69,399	76,959	84,554	92,109
04	34,883	37,314	39,920	42,665	45,583	48,639	51,835	55,206	58,714	62,399	66,220	70,180	77,826	85,505	93,140
05	35,269	37,730	40,363	43,142	46,091	49,180	52,412	55,824	59,368	63,091	66,957	70,959	78,686	86,450	94,181
06	35,658	38,142	40,806	43,610	46,594	49,721	52,987	56,433	60,019	63,784	67,688	71,740	79,552	87,399	95,211
07	36,045	38,559	41,253	44,087	47,103	50,259	53,565	57,048	60,672	64,475	68,424	72,519	80,418	88,348	96,247
08	36,431	38,969	41,696	44,561	47,606	50,802	54,141	57,662	61,322	65,170	69,163	73,299	81,282	89,301	97,284
09	36,822	39,386	42,135	45,035	48,113	51,341	54,718	58,273	61,976	65,863	69,897	74,076	82,144	90,247	98,321
10	37,210	39,800	42,580	45,509	48,621	51,881	55,292	58,887	62,631	66,553	70,635	74,856	83,010	91,203	99,354
11	37,594	40,214	43,024	45,985	49,127	52,423	55,865	59,501	63,281	67,247	71,369	75,639	83,874	92,150	100,391
12	37,983	40,629	43,466	46,455	49,636	52,959	56,444	60,115	63,935	67,942	72,107	76,419	84,741	93,102	101,424
13	38,370	41,044	43,912	46,933	50,139	53,504	57,018	60,730	64,586	68,635	72,840	77,195	85,604	94,048	102,459
14	38,759	41,459	44,358	47,403	50,645	54,045	57,593	61,340	65,238	69,326	73,576	77,978	86,471	95,000	103,492
15	39,147	41,872	44,798	47,879	51,151	54,585	58,168	61,954	65,893	70,021	74,312	78,758	87,335	95,949	104,528
16	39,533	42,291	45,240	48,350	51,663	55,125	58,747	62,567	66,542	70,713	75,045	79,538	88,198	96,901	105,561
17	39,921	42,704	45,683	48,831	52,166	55,663	59,319	63,185	67,195	71,412	75,786	80,319	89,064	97,847	106,600
18	40,309	43,114	46,130	49,304	52,673	56,208	59,896	63,795	67,851	72,104	76,519	81,098	89,930	98,801	107,633
19	40,694	43,532	46,576	49,775	53,179	56,745	60,475	64,407	68,501	72,803	77,257	81,875	90,790	99,754	108,670
20	41,083	43,947	47,017	50,249	53,688	57,289	61,053	65,022	69,153	73,492	77,991	82,654	91,657	100,702	109,701
21	41,471	44,362	47,457	50,723	54,191	57,821	61,627	65,636	69,806	74,182	78,728	83,436	92,524	101,651	110,734
22	41,860	44,777	47,900	51,196	54,700	58,364	62,203	66,252	70,457	74,873	79,464	84,217	93,386	102,600	111,774
23	42,246	45,191	48,344	51,670	55,204	58,907	62,776	66,865	71,112	75,568	80,195	85,002	94,254	103,551	112,803
24	42,636	45,607	48,791	52,144	55,710	59,449	63,355	67,476	71,765	76,260	80,934	85,775	95,116	104,499	113,844
25	43,023	46,020	49,234	52,616	56,219	59,989	63,931	68,087	72,411	76,955	81,670	86,554	95,982	105,448	114,878
26	43,411	46,432	49,677	53,092	56,722	60,527	64,507	68,703	73,069	77,650	82,405	87,335	96,844	106,400	115,915
27	43,797	46,847	50,122	53,569	57,232	61,067	65,083	69,315	73,721	78,339	83,137	88,115	97,711	107,353	116,948
28	44,183	47,265	50,564	54,044	57,740	61,609	65,656	69,928	74,374	79,035	83,879	88,893	98,577	108,302	117,983

**NAPE Clerical Staff**  
**Effective April 1, 2024**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
<u>Step</u>															
<b>29</b>	44,570	47,678	51,007	54,516	58,243	62,147	66,231	70,541	75,026	79,730	84,614	89,674	99,439	109,249	119,017
<b>30</b>	44,959	48,094	51,450	54,987	58,750	62,693	66,808	71,155	75,678	80,423	85,351	90,455	100,304	110,202	120,052
<b>31</b>	45,347	48,505	51,896	55,461	59,259	63,228	67,385	71,768	76,331	81,118	86,084	91,235	101,170	111,150	121,089
<b>32</b>	45,736	48,923	52,337	55,938	59,761	63,771	67,963	72,382	76,980	81,811	86,818	92,013	102,036	112,103	122,123
<b>33</b>	46,121	49,335	52,783	56,411	60,268	64,310	68,538	72,998	77,631	82,502	87,554	92,796	102,900	113,049	123,156
<b>34</b>	46,511	49,753	53,223	56,885	60,774	64,850	69,113	73,611	78,287	83,193	88,291	93,571	103,763	113,998	124,193
<b>35</b>	46,899	50,166	53,666	57,361	61,284	65,390	69,690	74,220	78,941	83,891	89,028	94,354	104,628	114,950	125,226
<b>36</b>	47,283	50,576	54,111	57,834	61,787	65,933	70,264	74,836	79,594	84,579	89,766	95,131	105,492	115,902	126,267

**NAPE Clerical Staff**  
**Effective April 1, 2025**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
01	34,396	36,789	39,361	42,068	44,943	47,958	51,106	54,434	57,894	61,526	65,292	69,200	76,732	84,302	91,840
02	34,789	37,214	39,812	42,552	45,459	48,509	51,696	55,062	58,562	62,228	66,042	69,988	77,618	85,274	92,897
03	35,185	37,634	40,266	43,033	45,979	49,063	52,285	55,683	59,225	62,938	66,792	70,787	78,498	86,245	93,951
04	35,581	38,060	40,718	43,518	46,495	49,612	52,872	56,310	59,888	63,647	67,544	71,584	79,383	87,215	95,003
05	35,974	38,485	41,170	44,005	47,013	50,164	53,460	56,940	60,555	64,353	68,296	72,378	80,260	88,179	96,065
06	36,371	38,905	41,622	44,482	47,526	50,715	54,047	57,562	61,219	65,060	69,042	73,175	81,143	89,147	97,115
07	36,766	39,330	42,078	44,969	48,045	51,264	54,636	58,189	61,885	65,765	69,792	73,969	82,026	90,115	98,172
08	37,160	39,748	42,530	45,452	48,558	51,818	55,224	58,815	62,548	66,473	70,546	74,765	82,908	91,087	99,230
09	37,558	40,174	42,978	45,936	49,075	52,368	55,812	59,438	63,216	67,180	71,295	75,558	83,787	92,052	100,287
10	37,954	40,596	43,432	46,419	49,593	52,919	56,398	60,065	63,884	67,884	72,048	76,353	84,670	93,027	101,341
11	38,346	41,018	43,884	46,905	50,110	53,471	56,982	60,691	64,547	68,592	72,796	77,152	85,551	93,993	102,399
12	38,743	41,442	44,335	47,384	50,629	54,018	57,573	61,317	65,214	69,301	73,549	77,947	86,436	94,964	103,452
13	39,137	41,865	44,790	47,872	51,142	54,574	58,158	61,945	65,878	70,008	74,297	78,739	87,316	95,929	104,508
14	39,534	42,288	45,245	48,351	51,658	55,126	58,745	62,567	66,543	70,713	75,048	79,538	88,200	96,900	105,562
15	39,930	42,709	45,694	48,837	52,174	55,677	59,331	63,193	67,211	71,421	75,798	80,333	89,082	97,868	106,619
16	40,324	43,137	46,145	49,317	52,696	56,228	59,922	63,818	67,873	72,127	76,546	81,129	89,962	98,839	107,672
17	40,719	43,558	46,597	49,808	53,209	56,776	60,505	64,449	68,539	72,840	77,302	81,925	90,845	99,804	108,732
18	41,115	43,976	47,053	50,290	53,726	57,332	61,094	65,071	69,208	73,546	78,049	82,720	91,729	100,777	109,786
19	41,508	44,403	47,508	50,771	54,243	57,880	61,685	65,695	69,871	74,259	78,802	83,513	92,606	101,749	110,843
20	41,905	44,826	47,957	51,254	54,762	58,435	62,274	66,322	70,536	74,962	79,551	84,307	93,490	102,716	111,895
21	42,300	45,249	48,406	51,737	55,275	58,977	62,860	66,949	71,202	75,666	80,303	85,105	94,374	103,684	112,949
22	42,697	45,673	48,858	52,220	55,794	59,531	63,447	67,577	71,866	76,370	81,053	85,901	95,254	104,652	114,009
23	43,091	46,095	49,311	52,703	56,308	60,085	64,032	68,202	72,534	77,079	81,799	86,702	96,139	105,622	115,059
24	43,489	46,519	49,767	53,187	56,824	60,638	64,622	68,826	73,200	77,785	82,553	87,491	97,018	106,589	116,121
25	43,883	46,940	50,219	53,668	57,343	61,189	65,210	69,449	73,859	78,494	83,303	88,285	97,902	107,557	117,176
26	44,279	47,361	50,671	54,154	57,856	61,738	65,797	70,077	74,530	79,203	84,053	89,082	98,781	108,528	118,233
27	44,673	47,784	51,124	54,640	58,377	62,288	66,385	70,701	75,195	79,906	84,800	89,877	99,665	109,500	119,287
28	45,067	48,210	51,575	55,125	58,895	62,841	66,969	71,327	75,861	80,616	85,557	90,671	100,549	110,468	120,343

**NAPE Clerical Staff**  
**Effective April 1, 2025**

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
29	45,461	48,632	52,027	55,606	59,408	63,390	67,556	71,952	76,527	81,325	86,306	91,467	101,428	111,434	121,397
30	45,858	49,056	52,479	56,087	59,925	63,947	68,144	72,578	77,192	82,031	87,058	92,264	102,310	112,406	122,453
31	46,254	49,475	52,934	56,570	60,444	64,493	68,733	73,203	77,858	82,740	87,806	93,060	103,193	113,373	123,511
32	46,651	49,901	53,384	57,057	60,956	65,046	69,322	73,830	78,520	83,447	88,554	93,853	104,077	114,345	124,565
33	47,043	50,322	53,839	57,539	61,473	65,596	69,909	74,458	79,184	84,152	89,305	94,652	104,958	115,310	125,619
34	47,441	50,748	54,287	58,023	61,989	66,147	70,495	75,083	79,853	84,857	90,057	95,442	105,838	116,278	126,677
35	47,837	51,169	54,739	58,508	62,510	66,698	71,084	75,704	80,520	85,569	90,809	96,241	106,721	117,249	127,731
36	48,229	51,588	55,193	58,991	63,023	67,252	71,669	76,333	81,186	86,271	91,561	97,034	107,602	118,220	128,792

## SALARY IMPLEMENTATION FORMULA

1. Implement the following salary scales as indicated:
- \* 2. Effective April 1, 2022  
Increase each step of each salary scale by 2%

Effective April 1, 2023  
Increase each step of each salary scale by 2%

Effective April 1, 2024  
Increase each step of each salary scale by 2%

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 ratification.

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

3. Step Progression

Employee shall advance two (2) steps on their respective salary scale on the completion of each successive twelve (12) months of service from their last step progression subject to the maximum of the range.

4. For the purpose of 3 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 but does not include an employee who is on Long Term Disability as provided for under Article 20, Clause 20.01 (Sick Leave). Periods of Long Term Disability shall be counted as service for the purpose of step progression.

### **SCHEDULE A - Band Levels**

The Employer agrees to provide the Union on a semi-annual basis an updated list of band levels.



**SCHEDULE B**

**LETTERS OF INTENT**

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This will confirm the understanding reached during negotiations between Local 7801 of your Association and the University that:

(a) Work of the Bargaining Unit

Non-bargaining unit staff in the North Campus Annex will not perform work of the bargaining unit unless it is for the purpose of instruction or training or in cases of emergency.

(b) Maximum Rotation

There will be a maximum of a five (5) person shift rotation at the North Campus Utilities Annex.

(c) Protective Clothing

The University will waive its right to require the return of used clothing.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH:tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This will confirm the understanding reached during negotiations between Local 7801 of your Association and the University, that the schedule of working hours will be 40 hours inclusive of lunch breaks.

Each employee shall be allowed one-half hour lunch break on each shift at a time scheduled by the Department Head.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH:tc

May 22, 2014

Mr. Ed Hogan  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9


Dear Mr. Henley:

Notwithstanding the provisions of Article 27 and Article 28 of the Collective Agreement covering Maintenance personnel, hours of work for salaried employees will be:

Accounts Clerk (F.M)	35 hours per week
Clerk	35 hours per week
Clerk Stenographer	35 hours per week
Environmental Officer	35 hours per week
Intermediate Clerk Stenographer	35 hours per week
Safety Technician	35 hours per week
Senior Accounts Clerk	35 hours per week
Work Control Dispatcher	35 hours per week

Overtime will apply to all hours worked in excess of the scheduled hours per week. The provisions of Article 27 and Article 28 will apply with these changes.

Yours truly,



Mary Barron  
Associate Director of Human Resources

MB/tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P.O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This is to confirm the understanding reached during contract negotiations with respect to the application of Article 32, Vacation, of the Collective Agreement covering the N.A.P.E. Maintenance, Local 7801, at the University.

This Article, as set out in the Collective Agreement, will apply to all employees in the Unit with the exception of the employees employed in the Utilities Annex (Heating Plant) and the Ocean Sciences Centre. In respect to these employees, vacation will be scheduled as follows:

- (a) Subject to the operation requirements of the Utilities Annex and the Ocean Sciences Centre, preference in the selection of vacation dates shall be regulated according to a rotation plan. The rotation for preference of vacation shall initially be determined by seniority. For each rotation time period thereafter, employees' preference shall be rotated without regard to seniority so that the first preference in one year becomes the last choice in the immediately succeeding year.
- (b) The Department Head will determine the number of employees who may be released for vacation at any time.
- (c) The rotation plan will run for a 9 week period ending with the week ending on the Sunday before Labour Day. An employee opting for the plan must so indicate prior to the commencement of the vacation year as provided by Article 32 of the Collective Agreement.
- (d) Any employee wishing to take the employee's vacation outside the rotation time period in (c) may do so but must indicate the employee's choice prior to the commencement of the vacation year as set out in Article 32 of the Collective Agreement and complete the employee's vacation during the period September 1 in one year and commencement of the next vacation year.

- (e) In allocating vacation periods outside the rotation plan, classification seniority will apply with two weeks prior notice.
- (f) The summer holiday schedule, for the purpose of the rotation plan, will be divided into three (3) slots, of three weeks duration each. The third slot will be the three (3) week period ending with the Sunday before Labour Day. The second slot will be the three (3) week period preceding the third slot and the first slot shall be the three (3) weeks preceding the second slot.
- (g) The above provisions will apply to bargaining unit members at the Ocean Sciences Centre separate from the Utilities Annex employees, but on the same basis as above.
- (h) Should an employee apply for and be granted annual leave outside the rotation plan which involves the employee making costly travel plans, the annual leave cannot be changed and not subject to (e) above.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH/tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

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 contractual positions.

Employees on staff at the time of the review, who have been employed in the same contractual position for in excess of three (3) continuous years will be reviewed. If there is an on-going need for the position and it is not a replacement position then it will be recommended that the position and the employee be converted to permanent status and confirmed on appointment.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH/tc

May 22, 2014

Mr. Ed Hogan  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

Both Parties are committed to the continuing education of bargaining unit employees. In conjunction with the union, the Employer will endeavour to make training opportunities available to bargaining unit employees.

Employees will have the opportunity to avail of three (3) days or a maximum of twenty-four (24) 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 compensated at straight time rates on an hour-for-hour basis (pay or time-off) for up to three (3) days to a maximum of twenty-four (24) hours in the fiscal year.

Those employees who had originally opted not to avail of training provided under the March 26, 1998 letter of intent, will continue to avail of one floater holiday for the life of the agreement. Employees who opt to reverse that decision will be included in future training activities should they desire to do so, however, by re-entering professional development activities, the employee shall forfeit the right to any further floater holidays.

Yours truly,



Mary Barron  
Associate Director of Human Resources

MB/tc



January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

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

Yours truly,

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

Claude Horlick  
Associate Director of Human Resources

CH/tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of Public  
Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

This will confirm agreement reached during negotiations that effective within thirty (30) days of signing, the University and the union are prepared to agree to a Performance Management process.

The primary purposes of Performance Management will be to improve the workplace environment, facilitate administrative decision-making in a fair manner, and assist in the personal and professional development of employees. This program will provide employees and supervisors with an opportunity to mutually define work responsibilities, set work objectives, and analyse the employee=s progress toward the accomplishment of these objectives. It will provide employees with the necessary feedback on their performance and encourage discussion on employee development.

Any Performance Management system shall be uniform for all employees under this Agreement.

The Employer and the Union agree to the formation of a Performance Management Advisory Committee comprised of three (3) employer and three (3) union representatives. The Committee shall be responsible for the development of a performance management system and the material associated with that system.

At a minimum, the Performance Management System will contain the following aspects:

- a) Employees will only be evaluated by non-bargaining unit and managerial employees
- b) Employees will have the opportunity to discuss their performance evaluation with their supervisor and to rebut any information contained within the evaluation form

- c) Employees shall have access to the grievance procedure as outlined in Article 24 where there is disagreement regarding their evaluation.

Yours truly,

A handwritten signature in black ink, appearing to read "Claude Horlick". The signature is fluid and cursive, with the first name "Claude" being more prominent than the last name "Horlick".

Claude Horlick  
Associate Director of Human Resources

CH/tc

January 26, 2009

Mr. Christopher Henley  
Employee Relations Officer  
Newfoundland Association of  
Public Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

During the term of this Agreement, Memorial University will hold discussions with NAPE on behalf of its five (5) bargaining units at Memorial regarding Pension Indexing and Joint Trusteeship of the Pension Plan. It is understood that Memorial will focus on implementing trusteeship and indexing arrangements along the lines of the Provincial Government model as recently agreed to with its bargaining units.

Yours truly,



Claude Horlick  
Associate Director of Human Resources

CH/tc

May 22, 2014

Mr. Ed Hogan  
Employee Relations Officer  
Newfoundland Association of  
Public Employees  
P. O. Box 8100  
St. John's, NL A1B 3M9

Dear Mr. Henley:

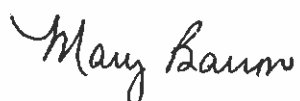
The following is the agreement reached regarding job security/Field House:

- a) Areas under MURC which were previously serviced by NAPE (i.e. Physical Education Building) will continue to be serviced by NAPE.
- b) No employee of the bargaining units will lose their employment due to the creation of MURC.
- c) Maintenance (including work on the pressure-piping system under the jurisdiction of the Provincial Boiler, Pressure Vessel and Compressed Gas Regulations; main power electrical distribution system within the electrical room in the basement of Field House; emergency power system; air conditioning systems; and the fire alarm system) and security at the request of MURC will be performed by NAPE bargaining unit staff.
- d) Representatives of the University will consult with NAPE prior to any proposed structural/facility changes to MURC, being considered by the Board of Regents, that may affect existing bargaining unit work.
- e) It is recognized that NAPE represents three bargaining units of Facilities Management employees at Memorial, therefore, if any additional buildings are added, where Memorial becomes the Employer, Memorial will in no way impede NAPE in representing the employees and any new Maintenance, Custodial and Security personnel will be added to the appropriate NAPE bargaining unit.

f) As the following cleaning contracts become due, the work will be taken over by the NAPE Custodial Bargaining Unit:

1. 202 Elizabeth Avenue
2. Alumni House
3. 2 Clarke Place
4. 4 Clarke Place
5. Blackall School
6. 208 Elizabeth Avenue
7. The Battery

Yours truly,



Mary Barron  
Associate Director of Human Resources

MB/tc

January 26, 2009

Mr. Claude Horlick  
Associate Director of Human Resources  
Memorial University of Newfoundland  
St. John's, NL  
A1C 5S7

Dear Mr. Horlick:

This is to confirm our understanding reached during negotiations on the interpretation of Clause 13.03.

For vacancies greater than sixty (60) days or where the Employer anticipates that a temporary vacancy will be greater than sixty (60) days and decides to post the temporary vacancy, it will be filled by competition/posting in accordance with Clause 19.02. The successful candidate has proprietary rights to the position for the duration of the temporary appointment either until the incumbent returns or the position is filled on a permanent basis.

The provisions of Clause 13.03 (a), (b), (c), (d) and (e) only apply when the decision to fill the position is through temporary assignment of the senior employee without posting.

Yours truly,



Chris Henley  
Employee Relations Officer

April 8, 2019

Mr. Paul Foley  
Employee Relations Officer  
Newfoundland and Labrador Association of Public Employees  
P.O. Box 8100  
St. John's, NL  
A1B 3M9

Dear Mr. Foley:

This will confirm the parties 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 the following items:

- Ten (10) hours shift in trade shops – summer trial
- Alternate shift rotation in Utilities Annex

Yours truly,

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



## **SCHEDULE C**

### **Policy Governing the Granting of Financial Assistance to Staff Members Taking Educational Courses as set out Under Article 38, Clause 38.01, of the Collective Agreement**

**1. Eligibility:**

An employee must be appointed to a full-time position within the University.

**2. University Courses for Credit:**

**(a) (Courses During Working Hours)**

Provided a course is not available outside normal working hours and that time is compensated for, an employee may be permitted to register for or audit one course during normal working hours.

**(b) (Courses Outside Normal Working Hours)**

Subject to Section 5, the University applies no restrictions on the number of courses taken outside working hours; however, an employee may not qualify as a full-time student.

**3. MUN Extension Courses:**

The provisions of Section 2(a) and 2(b) apply; however, those courses where financial assistance is sought must be job related.

**4. Approved Courses of Study or Special Training Offered by Universities, Colleges, Technical Institutes, Trade Schools, and Recognized Correspondence Schools:**

Where financial assistance is sought, these courses must be related to the job function of the employee and study must be carried out on the employee's own time so as not to interfere with regular duties.

**Non-credit training courses, certificate programs and diploma programs:**

The payment of registration/tuition fees for any non-credit course will not exceed the equivalent of one undergraduate course. Registration fees which exceed that amount will be the responsibility of the employee; the employee's department may not assume the additional costs.

**5. Financial Assistance:**

Financial assistance is limited to the cost of tuition for one course per semester. The employee will be responsible for text books, etc. Registration fees at MUN will be waived.

Assistance will be provided on a reimbursement basis on proof of completion of the course.

eg. (1) A certified copy of the mark obtained.

(2) A diploma or certificate.

(3) A letter from an authorized official of the institution.

An employee who drops a course for reasons not considered valid, will not be eligible for financial assistance.

**Memorial University credit courses:**

Each employee, subject to eligibility, can apply for payment of fees equivalent to the tuition for one undergraduate course per semester. This fee, as published in the University Calendar, applies to both undergraduate and graduate course for which a grade is granted. Graduate program continuance fees will no longer be paid. It is understood that this amendment does not apply to job related courses designed to enhance the upgrading of trades skills.

**6. Procedure:**

An employee who wishes to take a course, as outlined above, should submit a completed application form to the employee's Department Head providing full particulars of the course, including course timetable if the course is given during regular working hours.

The Department Head, if he approves, will submit the application form to the Director of Human Resources for their approval.

The employee will not be required to pay the cost of tuition on registration; however, the employee will be required to sign a form authorizing the University to deduct the cost of such course from the employee's salary should the employee fail to complete the course.

## **SCHEDULE D**

### **Apprenticeship Training Program**

#### **1. Eligibility**

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

#### **2. General Criteria**

##### **(a) Designated Trades**

The apprenticeship program will apply to all apprentices in the Department of Facilities Management including but not limited to the following trades:

- Plumbers
- Carpenters
- Electricians (Industrial)
- Locksmiths Trainee
- Millwright

##### **(b) Previous Training**

Apprentices who have previous training and experience may be given credits for training and experience in accordance with the Provincial Apprenticeship Act, or other appropriate authority while he or she is achieving journeyman status in their respective trade.

##### **(c) Training Period**

During the training period, the Supervisor will review progress at the respective block intervals. If progress is not satisfactory at the end of any block the Supervisor may either recommend a further training period or termination. Failure to complete a block may be considered to be just cause for termination.

Trade Apprentices are considered to have maintained their standing in the Apprentice Program based on their: a) individual timely submission of logs and b) acceptance of class calls issued by the Department of Education. Deferral of a class call will require prior approval from the employer and must be requested in writing outlining the reason for the request. Each request will be evaluated on its own merit, but the employer reserves the right to approve or deny depending on the circumstances surrounding the request. The employer has an expectation that Apprentices will not delay class calls due to late submission of their log books. Failure to complete a block of training or refusal of a class call may be considered just cause for termination.

(d) Progression Schedule

**Electrical / Millwright**

65%	1 <sup>st</sup> .	Completion of Pre-employment program.
70%	2 <sup>nd</sup>	Completion of Pre-employment program and a minimum of 1800 hours.
80%	3 <sup>rd</sup>	Completion of Block 2 and a minimum of 3600 hours.
90%	4 <sup>th</sup>	Completion of Block 3 and a minimum of 5400 hours.

**Plumbing**

65%	1 <sup>st</sup> .	Completion of Pre-employment program
70%	2 <sup>nd</sup>	Completion of Pre-employment program and a minimum of 1800 hours.
80%	3 <sup>rd</sup>	Completion of Pre- employment program and a minimum of 3600 hours
90%	4 <sup>th</sup>	Completion of Block 2 and a minimum of 5400 hours

**Carpentry**

**Log Book**

65%	1 <sup>st</sup> .	Completion of Pre-employment program
70%	2 <sup>nd</sup>	Completion of Pre-employment program and a minimum of 1800 hours
80%	3 <sup>rd</sup>	Completion of Block 2 and a minimum of 3600 hours
90%	4 <sup>th</sup>	Completion of Block 3 and a minimum of 5400 hours

**Locksmith Trainee**

Locksmith Trainees are not governed by the Provincial Apprentice Program. Appointment as a Locksmith Trainee will require an assessment of the appointee's skill set and available training modules at time of hire. The progression schedule will be identified as the time of hire based on that assessment and will be outlined specifically in the letter of appointment.

**3. 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 eighteen (18) months from the date of their termination. The ex-apprentice will be hired at the standard entry rate for a journeyman within their trade. They

will be confirmed on appointment and will advance on the scale in accordance with Step Progression under the Salary Implementation Formula.

- (b) In the event a vacancy does not exist upon successful completion of the program progression schedule and prior to successful certification exam completion, an Apprentice will maintain their Apprentice classification at the rate of pay applicable to the respective classification for the purpose of working the two week notice period.
- (c) Participation in an Apprentice program is not credited as service toward seniority. Upon successful completion of the Apprentice program and upon successful application for a vacant position, seniority will be assigned in accordance with Article 19 of the NAPE (Local 7801) Collective Agreement. Seniority for employees is based on original date of hire. An Apprentice program does not meet the criteria for three (3) years continuous service.
- (d) With respect to writing block exams and certification exams, Apprentices will be provided with two attempts to successfully pass the applicable exam. Apprentices who are unsuccessful in obtaining a passing grade in the block exam or certification as a Journeyperson after their final writing attempt will be terminated from Memorial University's Apprenticeship Program. They will also subsequently lose the privilege of being deemed senior to outside applicants on job posting within the Department.
- (e) An Apprentice is eligible to apply for a vacant contractual position if they are scheduled to write their certification exam within six (6) months of the posting date.

#### **4. Other Provisions**

- (a) The following provisions of the Collective Agreement shall not apply to employees hired under this Apprenticeship Training Program, Clauses 9.08, 9.09 and 9.10 and Articles 13, 19, 30, 32, 35, 39, Letters pages 77/78 and Appendix A.
- (b) Apprentices shall be eligible for overtime during the Apprenticeship program provided they work under the supervision of a Journeyperson.
- (c) Apprentices shall be entitled to accumulate vacation at the rate of one and two-thirds (1 2/3) 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) Apprentices shall be deemed to be on layoff status while in school but shall not be eligible for recall to any other classification unless they indicate that they are prepared to abandon the Apprenticeship program.

- (e) Apprentices shall be permitted to apply for or be recalled to 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.
- (f) If an employee terminates or is terminated for cause from the Apprenticeship program the employee is not eligible for recall to any position.
- (g) Apprentices must work under the supervision of a Journeyperson. Apprentices cannot be used to replace either full-time Journeyperson on layoff or contractual Journeyperson when project work is available for contractals.
- (h) Apprentices are to avail of MUN credit courses in accordance with Article 38 of this agreement and other related university policies in relation to educational assistance. As Apprentices must be supervised by a licensed journeyperson, any Apprentice opting to pursue courses will be required to attend classes outside regular working hours. This will mitigate risk to logging hours in accordance with the respective program profession schedule.

**\* SCHEDULE E**

Protective Clothing and Uniforms

Classification	Items	Annual Issue	Items as Required	3 Years	5 Years
Planner Estimator Project Coordinator/Technician Signage Technician Stores Clerk	Shirts	4			
	Pants	4			
	Toque	1			
	Insulated Coveralls		1		
	Coveralls		1		
	Snow Suit/Parka		1		
	Short Jacket				1

Classification (Fire Rated)	Items	Annual Issue	Items as Required	3 Years	5 Years
Industrial Electrician Maintenance Repairperson (optional) Mechanical Patrol Person Power Engineer - 2nd Class Power Engineer - 3rd Class Power & Controls Tech. Maintenance Electrician (GF)	Shirts	5			
	Pants	5			
	Toque	1			
	Insulated Coveralls		1		
	Coveralls		1		
	Snow Suit/Parka				1
	Short Jacket			1	
	Long Rubbers			1	
	Rain Suit			1	
	Boiler Suit			1	
	Safety Belt			1	

Classification	Items	Annual Issue	Items as Required	3 Years	5 Years
Carpenter	Shirts	5			
Building Tech	Pants	5			
Locksmith	Toque	1			
Plumber	Insulated Coveralls		1		
Equipment Operator	Coveralls		1		
Landscape	Snow Suit/Parka				1
Technician/Gardener	Short Jacket			1	
Utility Foreperson	Long Rubbers		1		
Building Services					
Leadhand (GF)					
Utility Worker(GF)					
Maintenance Helper (GF)					
Maintenance Repairperson (optional)	Rain Suit		1		



**APPENDIX A**  
**Job Evaluation Appeal Procedures**

**A. Definitions:**

1. "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to their current position, in accordance with Article 39, Job Evaluation.
2. "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
3. "Department Head" means Deans, Department Heads, and Directors, or any official authorized, in writing, to act on behalf of the Department Head.
4. "Rating(s)" mean the numeric grades assigned to each factor through the application of the Aiken Plan.
5. "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:**

1. There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair.
2. The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
3. 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.
4. 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).
5. The appellant may be accompanied by another person of the appellant's choice from within the University or a Union representative, who may address the Committee on the appellant's behalf.
6. 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.

7. 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.
8. The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.
9. The Committee members, including the Chair, will be appointed for a one (1) year period, renewable.
10. The Chair will be appointed subject to mutual agreement between the Union and the Employer.

**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 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 their 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 consensus of the Committee shall prevail subject only to the provisions of the Memorial University of Newfoundland Act.
5. 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 form 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 to the Department of Human Resources, for appropriate action.

6. Changes to a higher Band Level will be processed in accordance with Article 9.10.
7. The decision of the Appeal Committee is final.

**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING  
RE-EMPLOYMENT OF RETIREES

This Memorandum of Understanding was entered into between MUN and NAPE Local 7801 during bargaining of renewal of the Collective Agreement which expired on March 31, 2008.

Employees in receipt of a pension from Memorial University may be re-employed as Contractual employees for relief purposes only in accordance with the following:

- a. the rate of pay shall be the hire rate for the position;
- b. the employee is not entitled to participate in Memorial University's group benefit plans (as an employee);
- c. the employee will receive 13% in lieu of all benefits;
- d. at the end of the specified term the employee will revert back to retired status with no accumulated benefits or seniority and no recall rights.

**MEMORANDUM OF UNDERSTANDING**

**University-Wide Procedures for Sexual Harassment and Sexual Assault Concerns and Complaints**

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

\*MEMORANDUM OF UNDERSTANDING  
Anti-Racism

Memorial is committed to Equity, Diversity, Inclusion and Anti-Racism including reviewing, for example, statutory holiday replacement. Broader University consultations are planned.

\*MEMORANDUM OF UNDERSTANDING  
Essential Power Plant

The parties agree that the services in Memorial University's Power Plant will continue in the event of a strike or lockout during the life of this Agreement or its continuance.

During a strike, the Employer agrees that staffing required to operate the Power Plant will, in the first instance, be provided by management and non-union/non-management personnel. If and where such work cannot be performed by management or non-union/non-management personnel, due to inadequate numbers of management or non-union/non-management personnel, or a lack of ability related to training, qualifications or abilities of such personnel, or any combination thereof, such services will be provided by qualified bargaining unit employees. Bargaining unit employees will only perform the duties required to ensure compliance with Newfoundland and Labrador Regulation 119/96, as may be amended.



