



COLLECTIVE AGREEMENT

Between

FISHERIES AND MARINE INSTITUTE

Of

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

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

**On behalf of Fisheries and Marine Institute Support Staff
(LOCAL 7850)**

April 1, 2022

to

March 31, 2026

Signed: October 31, 2022

Issued by

The Department of Human Resources

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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 Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect during the term of this Agreement.
- 1.03 In the event that there is a conflict between the context of this Agreement and any rule, regulation or policy made by the Employer, this Agreement shall take precedence over the said rules, regulation or policy.
- 1.04 The Employer and the Union recognize that their collective bargaining relationship is governed by the Labour Relations Act R.S.N. 1990.
- * 1.05 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.
- 1.06 **Personal Harassment**
- (a) The Employer and the Union recognize the right of all employees to work in an environment free from harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The Employer agrees that victims of harassment shall be protected, where possible, from the repercussions which may result from a complaint.
- (b) For the purpose of this Article, harassment shall be defined as follows:
Harassment of a sexual nature is unsolicited, one-sided and/or coercive behaviour which is comprised of sexual comments, gestures or physical contact that the individual knows, or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or a series of incidents, however minor. Any employees may be victims.
- (c) Harassment of a personal nature is any behaviour that endangers an employee's job, undermines performance, or threatens the economic

livelihood of the employee, which is based on race, religion, religious creed, sex, sexual orientation, marital status, physical or mental disability, political opinion, colour, or ethnic, national or social origin or Union status.

- (d) The University-wide Procedures on Sexual Harassment are contained in Schedule "E".

ARTICLE 2 – DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "bargaining unit" means the bargaining unit recognized in accordance with Article 3.
- (b) "Board" is the Board of Regents of Memorial University of Newfoundland.
- (c) "classification" means the identification of a position by reference to a class title and band level number.
- (d) "contractual employee" means a person hired for a specific project for a specific period of time and under specific conditions. Contractual employees will not normally be engaged to undertake work which has been regularly done by members of the bargaining unit.
- (e) "day of rest" means a calendar day on which an employee is not ordinarily required to perform the duties of the employee's position other than:
 - i) a designated holiday;
 - ii) a calendar day on which the employee is on leave of absence.
- (f) "day" means a working day unless otherwise stipulated in the Agreement.
- (g) "demotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from the employee's existing classification to a classification carrying a lower band level number.
- (h) "employee" or " employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit.
- (i) "Employer" means Memorial University of Newfoundland.
- (j) "grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

- (k) "headquarters" means the actual building or other regular place of employment where an employee is normally stationed or required to use as his base of operations on a permanent basis.
- (l) "holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a calendar day designated as a holiday in this Agreement.
- (m) "Institute" means the Fisheries and Marine Institute of Memorial University of Newfoundland.
- (n) "layoff" means a temporary cessation of employment due to lack of work or abolition of a post.
- (o) "leave of absence" means absence from duty with the permission of the Employer.
- (p) "Management" means the Board of Regents or the person or persons authorized by it to act on its behalf.
- (q) "month of service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.
- (r) "notice" means notice in writing which is hand delivered or delivered by registered mail.
- (s) "overtime" means work performed by an employee in excess of the employee's scheduled work day or work week.
- (t) "part-time employee" means a person who is regularly employed to work less than the full number of working hours in each working day or less than the full number of working days in each work week of the department or agency concerned.
- (u) "permanent employee" means a person who has completed the employee's probationary period and is employed on a full-time basis to hold office without reference to any specified date of termination of service.
- (v) "permanent head" means the Board of Regents or the person or persons authorized by it to act on its behalf.

- (w) "President" is the President of Memorial University of Newfoundland, a delegated representative, or any officer of the University authorized to act in the President's absence.
- (x) "probationary employee" means a person who is employed but who has worked less than the prescribed probationary period.
- (y) "probationary period" means a period of six (6) months from the date of employment except for employees who are required to undertake training on employment, whose probationary period shall commence immediately following such training.
- (z) "promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from the employee's existing classification to a classification giving a higher band level number.
- (aa) "reclassification" means any change in the current classification of an existing position.
- (bb) "redundant position" means a position declared redundant by the President.
- (cc) "scheduled" means in writing and posted in an accessible place to all employees.
- (dd) "seasonal employee" means an employee whose services are of a seasonal and recurring nature and includes employees who are subject to periodic reassignment in various positions because of the nature of their work.
- (ee) "service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (ff) "spouse" means a person who is either married to an employee, or although not legally married to an employee, has cohabitated with the employee in a conjugal relationship with the employee for at least twelve (12) months.
- (gg) "standby" means any period of time during which, on the instruction of the permanent head, an employee is required to be available for recall to work.

- (hh) "temporary employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on completion of such work.
- (ii) "termination" means the final severance of employment of an employee because:
 - (i) the employee resigns;
 - (ii) the employee is dismissed for just cause and not re-instated;
 - (iii) the employee is laid off for a period longer than two (2) years.
- (jj) "transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (kk) "vacancy" means an opening in a permanent, seasonal or temporary position which is in excess of eight (8) weeks duration, and in respect of which there is no employee eligible for recall.
- (ll) "week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (mm) "year" means the period extending from the first day of April in one year to the thirty-first (31st) day of March in the succeeding year.

ARTICLE 3 – RECOGNITION

- 3.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule 'A' but excluding from such classes special groups as listed in Schedule 'B'.
- 3.02** When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.
- 3.03** (a) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instructing, experimenting, reviewing an employee's performance, in the case of emergencies, when regular employees are not available, or where the performance of bargaining unit work usually forms part of the duties of a non-bargaining unit position.

With regard to the creation of new classifications, the Employer agrees that new classifications which are excluded from the bargaining unit will not include bargaining unit work.

- (b) Recognized vacant positions within the bargaining unit will not be absorbed on a permanent basis by positions outside the bargaining unit.
- (c) Recognized vacant positions in the bargaining unit will not be absorbed by management personnel.
- (d) Students will not be utilized to fill vacated union positions. The employment of students is for the purpose of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members. There shall be no reduction in hours of work or benefits for bargaining unit members as a result of this clause.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – EMPLOYEE RIGHTS

5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to their permanent head.

ARTICLE 6 – UNION SECURITY

6.01 All employees who are members of the Union at the time of signing of this Agreement shall remain members during the term of this Agreement.

6.02 All employees hired after the signing of this Agreement, other than student employees, shall immediately become and remain members of the Union.

6.03 An employee, upon employment with the Institute, shall be provided with information covering:

- (a) duties and responsibilities;
- (b) starting salary and classification;
- (c) terms and conditions of employment.

6.04 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 steward or representative will provide the new employee with a copy of the Collective Agreement.

- 6.05** (a) No employee shall be temporarily or seasonally assigned outside the bargaining unit without their consent. An employee who is temporarily or seasonally assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) weeks notice.
- (b) Employees who are temporarily or seasonally assigned outside the bargaining unit shall continue to accumulate seniority and have access to the grievance procedure as if they were still covered by this Agreement.
- (c) Employees who temporarily or seasonally assigned outside the bargaining unit shall continue to pay Union dues.

ARTICLE 7 – CHECKOFF

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

7.02 Effective October 1, 1975, the Employer will supply the following information:

Name
Payroll Number
Classification Number
Amount of dues deducted
Period of deduction
Subhead Number
Listing of additions and deletions

7.03 The Union shall inform the Employer of any change in the membership dues, and such changes shall be implemented within two (2) calendar months of receipt of the notification.

7.04 The Employer agrees to continue past practice of recording the amount of membership dues paid by an employee to the Union on their T-4 Statement.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 With the exception of dismissal due to unsuitability or incompetence, as assessed by the Employer, of a probationary employee or a part-time or

temporary employee with less than six (6) months service and subject to Clauses 8.02, 8.04 and 8.08, an employee who alleges that the employee has a grievance, shall first present the matter to the employee's immediate supervisor through the employee's Shop Steward within five (5) days of the occurrence or discovery of the incident giving rise to the alleged grievance and an earnest effort shall be made to settle the grievance at this level.

8.02 In cases where an employee's immediate supervisor is the employee's permanent head, the grievance may be submitted immediately at Step 2 of Clause 8.03.

8.03 Subject to Clauses 8.02, 8.04 and 8.08, grievances shall be processed in the following manner:

Step 1:

If the employee fails to receive a satisfactory answer within five (5) days of presenting the matter under Clause 8.01, the employee may, within five (5) days, present a grievance in writing to the second managerial level designated by the permanent head who will give the grievor a dated receipt. In instances where there is no second level of management other than the permanent head, the employee may submit the grievance at Step 2 within the prescribed time limits.

Step 2:

If the employee fails to receive a satisfactory answer to the grievance within five (5) days after the filing of the grievance at Step 1, the employee may, within a further five (5) days, submit the grievance in writing to the permanent head who, for the purpose of investigating the grievance, shall form a committee consisting of four (4) persons, comprising an equal number of Employer and Union representatives. The Union shall appoint its two (2) representatives to the committee. One of the Employer's representative's shall chair the meeting(s). The committee shall be entitled to interview such persons as it deems necessary for the investigation of the grievance and shall give its decision in writing to the grievor within ten (10) days of receipt of the grievance. The committee's report shall consist of the joint decision of the committee where the committee members agree to a solution. If the matter is not mutually resolved by the committee, then the Employer's representative will send their position, along with a brief summary of the committee's deliberations, to the grievor, with a copy being sent to the Union.

Step 3:

If the grievance is still not satisfactorily settled by the foregoing procedure or if it is of the type referred to in Clause 8.04, either party to this Agreement may submit the grievance to arbitration in accordance with Article 9.

8.04 In the case of dismissals and suspensions pending dismissal, the grievance may be submitted in the first instance at Step 3 of Clause 8.03.

- 8.05** At all steps of the grievance procedure, the replies to grievances will be in writing and dated receipts of grievances will be given.
- 8.06** A full-time representative of the Union may be called in by the employee(s) at any step of the grievance procedure. The grievor may be present during all steps of the grievance procedure.
- 8.07** (a) The time limits specified in this Article may be extended, in writing, by mutual agreement of the parties.
- (b) An arbitrator or arbitration board may extend the time limits of any step in the grievance procedure, notwithstanding the expiration of such time limits, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- 8.08** Employees shall have the right to grieve against suspensions and alleged unfair treatment on promotion and transfer and such grievances may be submitted in the first instance at Step 2 of Clause 8.03.
- 8.09** The settlement of a grievance without reference to arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, unless the settlement states otherwise.
- 8.10** (a) Policy Grievance
Where a dispute arises involving a question of general application or interpretation of the Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Steps 1 and 2 of this Article.
- (b) Union may Initiate Grievance
The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.
- 8.11** An employee who is a member of the grievance committee referred to under Step 2 of Clause 8.03 and/or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave the employee's regular duties for the purpose of conducting business on behalf of the Union or to discuss any business in respect of grievances without first obtaining permission from the employee's immediate supervisor. The employee shall notify the employee's immediate supervisor when returning to duty.

- 8.12** Where an employee grieves against a suspension which is subsequently changed to dismissal, then any arbitration board appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.
- 8.13** In cases involving grievances submitted to arbitration where the subject matter is dismissal, the Employer and Union will make every reasonable effort to have the case heard within six (6) months from the date of submission unless extension of time limits is agreed to in writing.

ARTICLE 9 – ARBITRATION

- 9.01** Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and where that difference arises out of the interpretation, application, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable, either of the parties may within fourteen (14) calendar days after exhausting the grievance procedure notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the person appointed to be an arbitrator by the party giving notice.
- 9.02** The party to whom notice is given under Clause 9.01, shall, within ten (10) calendar days after receipt of such notice, appoint an arbitrator and notify the other party of the name of the arbitrator.
- 9.03** The two (2) arbitrators appointed in accordance, with Clauses 9.01 and 9.02 shall, within fourteen (14) calendar days after the appointment of the second of them, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this Clause shall be the chairperson of the arbitration board.
- 9.04** If,
- (a) the party to whom notice is given under Clause 9.01 fails to appoint an arbitrator within the period specified in Clause 9.02, the Chairperson of the Labour Relations Board shall, on the request of either party, appoint an arbitrator on behalf of the party who failed to make the appointment and such arbitrator shall be deemed to be appointed by that party; or
 - (b) the two (2) arbitrators appointed by the parties under Clause 9.01 and 9.02 fail to appoint a third arbitrator within the periods specified in Clause 9.03, the Chairperson of the Labour Relations board shall, on the request of either party, appoint a third arbitrator and these three (3) arbitrators shall constitute an arbitration board. The arbitrator appointed under this paragraph (b) shall be chairperson of the arbitration board.

- 9.05** Both parties to a grievance shall be afforded the opportunity of presenting evidence and argument thereon and may employ counsel or any other person for this purpose.
- 9.06** If a party fails to attend or be represented without good cause at an arbitration hearing, the arbitration board may proceed as if the party had been present or represented.
- 9.07** The arbitration board shall render its decision on the grievance within fifteen (15) days of the date on which the board is fully constituted and the decision of the board shall be committed to writing and submitted to the parties concerned within a further ten (10) days.
- 9.08** The decision of the majority of the members of an arbitration board shall be the decision of the board. The decision of an arbitration board shall be signed by the members of the Board making the majority report.
- 9.09** The parties and the employees bound by this Agreement shall comply with these provisions for final settlement of a grievance and they shall comply with these decisions of an arbitration board appointed in accordance with the provisions and do or, as the case may be, abstain from doing anything required by that decision.
- 9.10** Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator deemed to have been appointed by that party under Clause 9.04 and the parties shall pay equally the remuneration and expenses of the Chairperson of the arbitration board.
- 9.11** The time limits set out in this Article may be extended at any time by mutual agreement of both parties to the arbitration.
- 9.12** At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employees(s) concerned as witnesses and any other witness.
- 9.13** An aggrieved employee who is not on suspension and who has not been dismissed, and is required to appear before an arbitration board shall not suffer any loss in pay while participating in the arbitration proceedings.
- 9.14** An arbitration board may not alter, modify or amend any provisions to this Agreement but shall have the power to set aside a decision of the Employer and to modify a disciplinary measure imposed by the Employer.
- 9.15** 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.

9.16 Expedited Arbitration

Subject to the agreement of the Employer and the Union, expedited arbitration may be used following Step 3 of the Grievance Procedure. Both parties retain access to the complete arbitration process as described in Article 9 of the Agreement where either party does not agree to expedited arbitration.

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.
- (b) The parties 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 case law which is applicable
 - relevant arbitration awards / 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.
- (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.
- (h) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review.
- (i) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

9.17 Notwithstanding any other provisions of this Article, the parties may mutually agree to utilize any of the various forms of Alternate Dispute Resolution to expeditiously settle disputes which have gone through the grievance procedure

and have been referred to Arbitration. Some of these alternatives are Mediation/Arbitration, Modified or Expedited Arbitration and Mediation. If Expedited Arbitration is selected it will be in accordance with the procedure set forth in Article 9.16.

ARTICLE 10 – HOURS OF WORK

- 10.01 (a)** The scheduled hours of work for all employees, except Custodial employees, shall be thirty-five (35) hours per week, Monday through Friday, inclusive, and the scheduled work day shall be seven (7) hours per day exclusive of meal breaks and subject to the conditions outlined re summer hours. The Employer will make every reasonable effort to maintain the employees existing hours of work during the life of this Agreement. In no event will the regular scheduled daily hours of work for office employees be outside the time period 8:00 a.m. to 6:00 p.m. inclusive. The regular scheduled hours of work for Library employees shall not fall outside the posted hours of library operation.
- (b) The scheduled work week for custodial employees shall be forty (40) hours per week exclusive of meal breaks and the scheduled work day shall be eight (8) hours.
- 10.02 (a)** Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the working day, at a time to be scheduled by the permanent head.
- (b) The meal break shall not exceed one (1) hour.
- 10.03** There shall be no split shifts, i.e., there shall be no break in shift other than the breaks as specified in Clause 10.02.
- 10.04 (a)** 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.
- (b) 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 an employee between the hours of 0001 Saturday and 2400 Sunday. This premium will not be subject to the overtime premium.

- (c) If an employee qualifies for both differentials under (a) and (b) above, they shall receive both.

10.05 A shift schedule shall be posted at least five (5) days in advance of the commencement of the shift scheduled.

10.06 Every reasonable effort shall be made by the permanent head:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- (b) to grant an employee two (2) consecutive days of rest per week; and
- (c) to give equal shifts to all employees.

10.07 An employee shall be given not less than two (2) days notice of a change in shift schedule. Where such notice is not given and the employee is required to work on his scheduled day of rest, the employee shall be paid two (2) times the straight time rates for all hours worked.

10.08 Where operational requirements permit and subject to the approval of the Unit Manager an employee may alter the start and/or end times of the work day and/or reduce and/or lengthen the lunch break period. Such requests may result in an accumulation of hours to be taken off at a mutually agreed time after accumulating seven (7) hours or more.

ARTICLE 11 – OVERTIME

11.01 This Article shall apply to all employees covered by the Collective Agreement.

11.02 All overtime shall be authorized and scheduled by the permanent head or the permanent head's designated representative.

11.03 The permanent head may at any time require an employee to work overtime.

11.04 An employee who regularly works thirty-five (35) hours per week or seven (7) hours per day shall be compensated at time and one half (1 ½) for all time worked in excess of thirty-five (35) hours per week or seven (7) hours per day. An employee who regularly works forty (40) hours per week or eight (8) hours per day shall be compensated at time and one half (1 ½) for all time worked in excess of forty (40) hours per week or eight (8) hours per day. Where operational requirements permit, the employee shall, at the employee's request, be granted compensatory time off at the rate of 1 ½ hours for each hour worked.

11.05 Employees will be able to carry forward from one fiscal year to the next up to twelve (12) days of banked overtime on the understanding that such overtime can only be taken as time off. The carryover of such time will amount to a forfeiture of all rights to be paid for such overtime except as time off with pay. Such 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.

11.06 Subject to the operational requirements of the Institute, the permanent head shall make every reasonable effort:

- (a) to give employees who are required to work overtime, adequate advance notice of this requirement; and
- (b) to allocate overtime work on an equitable basis among readily available qualified employees.

11.07 An employee's overtime rate shall be calculated by dividing the employee's annual salary by the employee's scheduled annual hours of work and multiplying this figure by 1.5.

ARTICLE 12 – STANDBY

12.01 All standby duty shall be authorized and scheduled by the permanent head and no compensation shall be granted for the total period of standby if the employee does not report for work when required.

12.02 (a) Effective date of signing, an employee required to perform standby duty shall receive twenty dollars and forty cents (\$20.40) for each eight (8) hour shift of standby.

- (b) Effective date of signing, when a standby is required on a statutory holiday, the rate of compensation shall be twenty-two dollars and sixty cents (\$22.60) for each eight (8) hour shift of standby.

12.03 All standby shall be equally divided among the available qualified employees.

ARTICLE 13 - CALL BACK

13.01 Subject to Clause 13.02, an employee who is called back to work after the employee has left the employee's place of work shall be paid for a minimum of three (3) hours at the applicable rate provided that the period worked is not contiguous to the employee's scheduled working hours.

13.02 An employee who is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, receives only the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum, the employee will be compensated for the actual time worked at the applicable overtime rate.

13.03 When an employee is recalled to work under the conditions described in Clause 13.01, the employee shall be paid the cost of transportation to and from the employee's place of work to a maximum of ten dollars (\$10) for each callback of the appropriate mileage rate.

ARTICLE 14 – HOLIDAYS

- * **14.01** (a) The following shall be designated paid holidays:
- (a) New Year's Day
 - (b) January 2nd (effective January 2, 2024)¹
 - (c) Mid-March Holiday (St. Patrick's Day)
 - (d) Good Friday
 - (e) Easter Monday (remove after April 10, 2023)²
 - (f) Commonwealth Day
 - (g) Discovery Day
 - (h) Memorial Day
 - (i) Mid-July Holiday (Orangeman's Day)
 - (j) Labour Day
 - (k) National Day for Truth and Reconciliation
 - (l) Thanksgiving Day
 - (m) Armistice Day
 - (n) Christmas Day
 - (o) Boxing Day
 - (p) One (1) additional day in each year that, in the opinion of the permanent head, is recognized to be a civic holiday in the area in which the employee is employed. If no civic holiday is provided, the employee shall be granted an additional day at a time to be determined by the permanent head.

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

- (b) Employees who work less than full time hours shall receive 5.4% of their salary in lieu of holidays as set out in (a) above.

14.02 Compensation for Work on a Holiday

When an employee is required to work on a holiday, the employee shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay or the employee shall be entitled to time off with pay on the basis of one and one half (1 1/2) hours for each hour worked, at the request of the employee. The employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of working on the holiday. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive pay in lieu of time off at the rate of time and one-half (1 1/2) the employee's regular rate of pay for all hours worked on the holiday in addition to holiday pay. The Employer will make every reasonable attempt to grant time off within the two (2) month period.

14.03 Holiday Falling on the Day of Rest

- (a) When a calendar day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the employee shall receive one (1) day off in lieu of the holiday at a later date approved by the permanent head. If such time off is not granted within two (2) months of the scheduled holiday, the employee shall receive one (1) days pay to compensate the employee for the holiday.
- (b) When a holiday falls on an employee's day of rest, and the employee is required to work on such a holiday, the employee shall receive two (2) hours pay for each hour worked on that day and in addition they shall receive one (1) hour off for each hour worked. The employee may request time off in lieu of overtime payment provided that such time off must be granted on the basis of two (2) hours off for each hour worked, within two (2) months of incurring the overtime. If such time off cannot be given within two (2) months and at the convenience of the employee, the employee shall be paid at the applicable rate.

ARTICLE 15 – TIME OFF FOR UNION BUSINESS

15.01 Upon written request by the Union to the permanent head and with the approval in writing of the permanent head, leave with pay shall be awarded to an employee as follows:

- (a) In the case of an employee who is a member of the Provincial Board of Directors of the Union or an elected delegate of a recognized unit of the Union and who is required to attend the Biennial Convention of the Union, the Newfoundland and Labrador Federation of Labour and Component Conventions within the province, leave with pay not exceeding three (3) days in any year for each of the above Conventions except that where a

Component Convention and the Biennial Convention are held in the same year, leave with pay not exceeding two (2) days may be awarded for the purpose of attending the Component Convention.

- (b) In the case of an employee who is member of the Provincial Board of Directors of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (c) In the case of an employee who is a member of the Provincial Executive of the Union and who is required to attend meetings of the Union within the Province, leave with pay not exceeding three (3) days in any year.
- (d) In the case of an employee who is a member of the Provincial Board of Directors of the Union or a delegated representative and who may wish to attend meetings of the Canada Labour Congress or the National Union of Provincial Government Employees, leave with pay not exceeding five (5) days in any one year. The permanent head may grant additional leave without pay for this purpose.

15.02 With the approval of the permanent head, leave with pay shall be awarded to employees who are members of negotiating committees while they are attending actual negotiating sessions on the understanding that the number of employees in attendance at negotiations shall be kept to reasonable limit. The Union shall notify the permanent head of the employees affected prior to the commencement of negotiations and employees shall in all instances give prior notice of absences from work to their immediate supervisors and such notice shall be given as far in advance as possible.

15.03 The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year, renewable upon request, for employees selected for a full-time position with Union, without loss of accrued benefits. Employees may not accrue any benefits, other than seniority, during such period of absence.

15.04 Subject to the prior approval of the Permanent Head or designate, unpaid leave may be provided to individuals requesting periodic leave of varying duration to work on behalf of the union for periods less than one (1) year.

ARTICLE 16 – BEREAVEMENT LEAVE

- * **16.01** (a) A paid leave of absence of up to five (5) consecutive days is available in the event of the death of an employee's 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 an employee's parent or legal guardian, parent-

in-law, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law, or near relative with whom the employee permanently resides.

- (c) One (1) 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.

- * **16.02** 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.

16.03 In the cases where extraordinary circumstances prevail, the permanent head may, at the permanent head's discretion, grant special leave for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 16.01 and 16.02.

16.04 If any employee is on annual leave with pay at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

16.05 Compassionate Leave

In accordance with Employment and Social Development Canada (ESDC), 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 ESDC.

- (a) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- (c) Employees on Compassionate Care Leave will continue to pay their portion of the group insurance plan premiums and the Employer will also pay its share of the premiums.

- * (d) Periods of leave under this Clause shall count for seniority, step progression and annual leave.

ARTICLE 17 – ANNUAL LEAVE

17.01 (a) Those employees with the Institute as of September 28, 1987 shall, for the duration of their employment with Institute, be eligible for annual leave in any year as follows:

<u>Years of Service</u>	<u>No. of Days</u>
Up to two (2) years	15
From two (2) years to twenty-five (25) years	20
In excess of twenty-five (25) years	25

- (b) The maximum annual leave for those employees hired after September 28, 1987 shall be as follows:

<u>Years of Service</u>	<u>No. of Days</u>
Up to ten (10) years	15
From ten (10) years to twenty-five (25) years	20
In excess of twenty-five (25) years	25

- (c) The following provisions respecting annual leave shall apply:

- (1) An employee may anticipate annual leave to the end of the period of the employee's authorized employment or to the end of the year concerned, whichever is the shorter period;
- (2) when an employee becomes eligible for a greater amount of annual leave, the employee may be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full working days;
- (3) part-time employees shall be entitled to payment for annual leave in accordance with this clause on a pro-ratio basis.

17.02 For the purpose for this Article, an employee who is paid full salary or wages in respect of 50% or more of the days in the first or last calendar month of the employee's service shall, in each case, be deemed to have had a month of service.

17.03 Annual leave shall not be taken except with the prior approval of the permanent head. However, subject to the operational requirements of the Institute, the permanent head shall make every reasonable effort to grant the employee their annual leave at a time requested by the employee.

17.04 (a) Subject to the requirements of the Institute, the permanent head will make every reasonable effort not to recall an employee to duty after the employee has proceeded on annual leave.

- (b) When an employee is called back to work from annual leave, the employee shall be paid time and one-half (1 1/2) the employee's regular hourly rate in addition to what the employee would have earned had the employee not worked.

17.05 In respect of leave which may be carried forward to subsequent years, the following shall apply:

- (a) An employee may carry forward to another year any proportion of annual leave not taken by the employee in previous years until, by doing so, the employee has accumulated a maximum of:
 - i) twenty (20) days annual leave, if the employee is eligible for fifteen (15) or twenty (20) days in any year;
 - ii) twenty-five (25) days annual leave, if the employee is eligible for twenty-five (25) days in any year.

The above accumulation is in addition to the employee's current annual leave.

However, consideration will be given to allowing employees to carry forward more than the aforementioned maximum where such employees were prevented from taking annual leave as a result of being on extended sick leave, LTD, leave(s) without pay, bereavement or Worker's Compensation benefits.

17.06 Subject to Clauses 17.07 and 16.04, an employee who has entered upon annual leave may not change the status of the employee's leave to any other type of leave until the employee has used up all current annual leave (exclusive of leave carried forward from previous years.)

- 17.07** (a) An employee who becomes ill while on annual leave may change the status of the employee's leave to sick leave effective the date of notification to the Employer provided that the employee submits a certificate(s) acceptable to the permanent head, signed by the qualified medical practitioner:
- i) by the date the employee's approved annual leave period expires;
or
 - ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the permanent head may require.

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

- (b) In the case of an employee who is admitted to hospital while on annual leave, the employer may change the status of the employee's leave to sick leave with effect from the date the employee was admitted to hospital.
- (c) The period of vacation so displaced in Clause 17.07 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.

17.08 Subject to 17.02, in an incomplete year before resignation or retirement, an employee may receive a proportionate part of the employee's annual leave for that year.

17.09 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual leave purposes and the employee's period of service shall be noted accordingly.

17.10 For the purpose of this Article, employees who are re-employed by the Employer after lay-off or termination, shall have service prior to lay-off or termination credited to them for annual leave purposes.

17.11 (a) Subject to 17.05, employees who are laid off may leave current, accumulated and accrued leave with Employer to be taken at a later date.

- (b) Seasonal and temporary employees, upon employment, shall be given an option with respect to annual leave as follows:
 - (i) subject to 17.05, to carry over any unused annual leave which the employee may have to the employee's credit at the end of the employee's employment period;
 - (ii) To receive payment for annual leave on a regular basis throughout the employee's employment period; or
 - (iii) To receive payment for annual leave at the end of the employee's employment term.

The choice provided in accordance with clause 17.11 (b) must be made immediately upon employment. It shall be the Employer's responsibility to acquire the employee's choice in writing upon re-hire.

ARTICLE 18 – SICK LEAVE

18.01 Employees do not accrue sick leave credits.

18.02 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.

18.03 Subject to clauses 18.05 and 18.06, sick leave benefits for prolonged periods of disability are provided under the Long Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.

18.04 Subject to clauses 18.05 and 18.06, 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, a “Leave Request Form”, completed and signed by the employee, must be provided to the Personnel Office through the Department Head. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary and employees are not required to provide private, personal or confidential information regarding their illness.
- (b) For periods in excess of four (4) consecutive days, a medical certificate must be provided to the Personnel Office through the Department Head.
- (c) When sick leave benefits for periods of four (4) days or less, up to an aggregate in excess of ten (10) days in a twelve month period have been granted, an acceptable medical certificate may be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism. Where the Employer requires further detail regarding an employee’s ability to perform their duties the employee may be required to undergo a third party functional assessment at no cost to the employee.
- (d) Employees returning from a long-term sick leave absence of forty-five (45) days or greater shall be expected to provide a minimum of ten (10) days’ notice to the Employer prior to their return to the workplace.

18.05 Employees employed prior to September 12, 1997 shall retain accumulated sick leave credits and deductions shall be made from these sick leave credits provided the accumulated sick leave credits are greater than the current waiting period [sixty (60) calendar days] for Long Term Disability Benefits.

18.06 When the accumulated sick leave credits of an employee employed prior to the date of signing of this collective agreement are equal to or less than the waiting period for Long Term Disability Benefits the accumulated sick leave credits shall be reduced to zero and the remainder of this article shall apply.

- * **18:07** 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.

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

ARTICLE 19 – INJURY ON DUTY

19.01 Where an employee is injured while on duty, the employee shall receive full salary for the entire period of temporary disability as defined by WorkplaceNL, subject to Provincial legislative restrictions. Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.

19.02 Where an employee is permanently and totally disabled as determined by WorkplaceNL, the employee shall be paid such pension and allowances by WorkplaceNL as set out in their Schedule of Benefits.

19.03 A permanently and totally disabled employee may continue to contribute to the University Pension Plan.

19.04 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, the Employer in co-operation with the Union shall make every effort to accommodate the employee in a position consistent with the employee's qualifications and capabilities, provided a suitable vacancy is available. Should a suitable vacancy be available, the rate of the new position shall apply.

19.05 Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with the provisions of Article 35.

*** ARTICLE 20 – MATERNITY / ADOPTION / PARENTAL LEAVE**

- 20.01** (a) 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.
- (b) 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.
- 20.02** (a) An employee may return to work after giving their immediate supervisor a minimum of two (2) weeks' notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- 20.03** (a) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, step progression, and sick leave, where appropriate.
- (b) Periods of leave up to seventy-Eight (78) weeks shall count for seniority purposes.
- (c) 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.
- 20.04** 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.
- 20.05** 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.

ARTICLE 21 – REMUNERATION FOR PROFESSIONAL UPGRADING

- 21.01** Should the employer require an employee to complete education or training, the cost associated will be the responsibility of the employer, unless otherwise mutually agreed.

ARTICLE 22 – EDUCATIONAL ASSISTANCE

22.01 With the prior approval of the Employer, an employee may be awarded education leave as follows:

- (a) Where the Employer requires an employee to take advanced or supplementary courses of professional or technical training, the employee shall be awarded leave with pay where required under such terms and conditions as the Employer may prescribe.
- (b) At the request of an employee, education leave may be awarded to an employee to enable the employee to participate in courses of training either within or outside the Province. The duration of and the rates of pay for such leave shall be subject to such terms and conditions as the Employer may see fit to prescribe.
- (c) With approval of the permanent head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer.

22.02 Upon request, an employee who has completed eight (8) years of service shall be granted education leave to maximum of twelve (12) months without pay provided that:

- (a) such leave will not cause an unreasonable interference with the Employer's operations, and
- (b) the employee gives notification of the employee's intention at least two (2) months prior to the date when the leave is to commence.

22.03 Employees while on unpaid educational leave shall continue to accumulate seniority including periods of educational leave prior to signing of this Agreement.

22.04 An employee may be permitted to register for or audit one (1) University credit 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.

22.05 An employee shall be granted leave of absence with pay to write examinations to upgrade the employee's qualifications related to employment.

22.06 Professional Development Fund

A Committee of two (2) Union representatives and (2) Employer representatives shall consider applications for professional development funding, in accordance

with the guidelines, and determine which applicants will be forwarded to the President for final consideration and decision. Effective April 1, 2014, the Professional Development Fund shall be established at \$22,000 per year.

ARTICLE 23 – SPECIAL LEAVE WITHOUT PAY

23.01 With the approval of the permanent head, special leave without pay may be granted in exceptional circumstances to an employee provided that the employee has no current, accrued or accumulated leave available to the employee.

23.02 Periods of special leave without pay in excess of twenty (20) days in the aggregate in any year shall not be reckoned for annual and sick leave purposes and the employee's record of service shall be noted accordingly.

23.03 (a) Upon written request, a permanent employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer and the availability of qualified replacement staff. While on such leave employees will continue to accrue seniority, unless they would have been otherwise laid off. The minimum amount of unpaid leave an employee may be granted under this Clause is eight (8) weeks.

(b) Subject to operational requirements and availability of qualified replacement staff, where required the Employer agrees to provide employees with up to one (1) month of unpaid leave. While on such leave employees will continue to accrue seniority, unless they would have been otherwise laid off.

ARTICLE 24 – LEAVE-GENERAL

24.01 (a) Subject to Clause 24.01(b), (c) and (d), an employee who is required to:

- (i) attend to the temporary care of a sick family member;
- (ii) attend to the needs relating to the birth of an employee's child;
- (iii) accompany a family member on a dental or medical appointment;
- (iv) attend meetings with school authorities pertaining to the employee's dependent child;
- (v) attend to the needs relating to the adoption of a child; and
- (vi) attend to the needs related to home or family emergencies.

shall be awarded up to six (6) days paid family leave in each two (2) year period, to be used in that period. The first two (2) year period will begin on April 1, 2020.

Family member means any person listed in clauses 16.01 (a) and (b).

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;
 - (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 24.01(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave or sick leave.
- (d) A temporary employee shall only be granted family leave if the employee reports to work following a recall and subsequently qualifies for family leave during that period for which the employee was recalled.

ARTICLE 25 – CLASSIFICATION

25.01 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.

25.02 Subject to Clause 3.02, 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.

25.03 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.

25.04 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.

25.05 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.

Non-bargaining Unit Supervisors and/or Management with input from the Bargaining Unit Supervisors where applicable 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 Non-bargaining Unit Supervisors and/or Management's comments and will forward the fully signed document to the Department of Human Resources.

25.06 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.

25.07 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. The Dispute Resolution Committee shall consist of one representative selected by the Union and one Employer representative.

25.08 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.

25.09 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 Clause 25.05. Changes to a higher band level will be processed in accordance with Clause 26.03.

25.10 If it is determined that the duties have been improperly assigned by management, reclassification will not apply. The Department of Human Resources will taken necessary action including appropriately compensating the employee. The result is not appealable.

25.11 An employee may appeal the job evaluation decision of an employee initiated review to the Job Evaluation Appeal Committee as per Schedule C.

ARTICLE 26 – SALARIES

26.01 The salary scales set out in Schedule 'A' will become effective from the dates prescribed in that Schedule and the salary adjustment formula set forth there will be applied.

26.02 Employees shall be paid every two (2) weeks by Direct Deposit and will be provided with a statement containing the following information:

- (i) gross pay
- (ii) overtime
- (iii) shift premium
- (iv) special allowance
- (v) miscellaneous deductions
- (vi) net pay

Only those employees currently being paid by Bank Draft shall continue to be paid by this method during the life of this Agreement.

26.03 Promotion to Higher Band Level

The rate of pay of an employee promoted shall be established at the nearest point on the new band level which exceeds the employee's existing rate by at least five percent (5%) but shall not exceed the maximum of the new band level. Where however, the rate of pay prior to promotion is above the maximum of the new band level, the employee's present rate shall be retained.

26.04 Voluntary Demotion

The rate of pay of an employee voluntarily demoted 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 in the new band level, it shall be adjusted to the lower step and if the employee's existing rate exceeds

the maximum for the new band level, it shall be reduced to the maximum for the band level.

26.05 Involuntary Demotion

The rate of pay of an employee involuntarily demoted for other than disciplinary reasons or for other than incompetence or suitability shall be established at a point on the new band level which is equivalent to the employees existing rate. If the employee's existing rate falls between two steps, it shall be adjusted to the higher rate. If the existing rate is above the maximum for the new band level, the existing rate shall be red-circled.

ARTICLE 27 – TEMPORARY ASSIGNMENT

27.01 Where an employee is required, in writing, by the permanent head to perform duties and responsibilities in a position which is classified as being higher than the employee's own classification, the employee shall be reimbursed for the entire period of the temporary assignment at a rate in the higher classification which will yield an increase of not less than five percent (5%) provided that the rate does not exceed the maximum of the band level.

27.02 When the employee returns to the employee's 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.

27.03 Employees on secondment or temporary assignment outside the bargaining unit shall retain the right to return to their original position for one (1) year. This period may be extended by mutual agreement between the Employer and the Union for up to one (1) additional year.

ARTICLE 28 – SENIORITY, JOB COMPETITION, LAYOFF AND RECALL

28.01 (a) Where the Employer determines that a vacancy in a bargaining unit position is to be filled, the Employer shall post notice of the competition for at least five (5) work days in readily accessible places. The notice shall be displayed on one central notice board.

(b) Where the Employer determines that a vacancy in a bargaining unit position is to be posted internally first, the Employer will consider applicants from within the bargaining unit before internal applicants who are not members of the bargaining unit.

28.02 Notice of job competitions shall contain the following information:

- (i) the classification title and, where applicable and required, the organization title;
- (ii) description of position;
- (iii) Step 1 - Step 36 and band level;
- (iv) required qualifications;
- (v) location of the position;
- (vi) closing date;
- (vii) shift work where applicable;
- (viii) Memorial University is committed to Employment Equity and Diversity.

28.03 (a) An employee who is requested to attend an interview by the Department of Human Resources shall, with the prior approval of the employee's supervisor, be awarded such time off with pay as is required for the purpose of attending the interview.

(b) An employee required to attend an interview by the Department of Human Resources shall be entitled to reimbursement for reasonable expenses necessarily incurred by the employee in attending such interviews in accordance with University policy.

28.04 (a) Upon request, an unsuccessful applicant for a job vacancy will be informed of the reason why the applicant was unsuccessful and/or the name and classification of the successful applicant.

(b) Bargaining Unit members shall not be compelled to sit on internal interview panels, such that participation in the interview process shall be voluntary.

28.05 Notwithstanding the posting requirements of this Article and, where the parties mutually agree, lateral transfers or voluntary demotions may be granted without posting for the following reason:

(a) on compassionate or medical grounds to permanent employees who have completed their probationary period.

28.06 Subject to Clause 6.05, seniority shall be defined as:

(a) employees in the bargaining unit, at date of signing, shall retain accrued seniority, whether such seniority was accrued inside or outside of the bargaining unit.

(b) employees shall retain accrued seniority, but shall not earn seniority, while employed by the Employer outside the bargaining unit. Notwithstanding the foregoing, employees shall continue to accrue seniority while on temporary assignment outside of the bargaining unit.

- (c) where the union initiates action to include a position in the bargaining unit, if successful, the incumbent shall be awarded full seniority for all service in said position with the Employer.
- (d) Seniority for layoff, recall and promotion purposes shall be accumulated during periods of long term disability and any other leave covered by this agreement.

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

- (a) the employee resigns in writing and does not withdraw the letter of resignation within (2) calendar days of its submission, provided the employee gives notice in accordance with Clause 30.03 or where the employee resigns or retires and is not re-employed within thirty (30) calendar days provided the employee gave notice in accordance with Clause 30.03;
- (b) the employee is dismissed and is not reinstated;
- (c) the employee has been laid off in excess of twenty-four (24) consecutive months;
- (d) when recalled from layoff, in the employee's classification, the employee fails to report within fourteen (14) calendar days of notice to do so, unless sufficient reason is given by the employee;
- (e) the employee is absent from work for four (4) consecutive days without notifying the employee's permanent head giving a satisfactory reason for such absence;

28.08 Subject to Clauses 15.03, 20.03(ii), 22.03, an employee may not accrue seniority when on leave of absence without pay or under suspension for periods in excess of thirty (30) consecutive days.

28.09 Where an employee is required by the Employer to relocate from one geographic location to another which does not constitute a change in an employee's classification, seniority will prevail provided the employee has the necessary qualifications and ability. The junior employee in the Department and classification must relocate where more senior employee(s) refuse relocation.

28.10 (a) Layoff Procedures

Where the Employer determines that a layoff or reduction in hours of work is required within a Division the employees, in the Division and classification affected by the layoff, who have the least seniority, shall be the first employees

laid off, provided that the employees who would be retained in accordance with this procedure are qualified and able to perform the duties required.

(b) Recall Procedure

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

(c) Bumping Procedure

- (i) An employee who is to be laid off in accordance with 28.10 a) or who is not recalled when a recall occurs within the employee's Division, shall have the option to bump, provided that the employee retained or recalled in accordance with this procedure is qualified and able to perform the duties required, as follows:

The employee may elect to displace or bump a less senior employee either in a lower or equivalent classification within the employee's Division first or Institute lastly provided there is no reduction in hours of work unless mutually agreed.

- (ii) The less senior employee who is bumped in accordance with this procedure shall be deemed to have been given notice of layoff with effect from the date that the more senior employee who bumped the less senior was given notice of layoff. No employee shall be laid off by virtue of being displaced (bumped) by a more senior employee without receiving at least forty-eight (48) hours notice.
- (iii) The employee who is bumped from a recall with this procedure shall be deemed not to have been recalled.
- (iv) An employee who changes classification as a result of this procedure shall be paid at the same step on the new band level for the employee's new classification as the employee was being paid in the employee's previous classification.
- (v) An employee may change the employee's Division and/or classification as a result of exercising rights under this subclause 28.10 c). For the purpose of recall, the Employer will be required to recall the employee as if the employee did not exercise bumping rights. For the purpose of lay-off, the Employer will be required to issue notice of lay-off to the employee in accordance with the classification and Division in which he is currently employed.

- (vi) An employee who chooses to bump another employee in accordance with this procedure, must exercise that right either before the date the employee would otherwise be laid off (excluding cases where payment in lieu of notice is given, in which case the prescribed notice period will apply) or within ten (10) days of the occurrence of a recall within the employee's Division.
- (vii) Employees who have exercised their bumping rights under sub-clause 28.10 c) i) will be re-assigned to their own classification before any recall, seasonal or temporary assignment, or transfer of employees will occur.

28.11 (a) In making promotions, qualifications and abilities shall be the governing factors. Where these factors are relatively equal between applicants, seniority shall prevail.

(b) Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. 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, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. The parties may mutually agree, in writing, to extend the trial period. 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.

28.12 Recall in the Same Classification

When an employee is recalled to work in the same classification or position, the employee will receive not less than that received prior to layoff, plus any salary adjustments to that classification or position made during layoffs, except where the layoff exceeds two (2) years.

28.13 Each Department shall maintain a seniority list for permanent, seasonal and temporary employees showing the total seniority of each. The list shall be posted in January of each year and a copy sent to the Union.

28.14 A permanent employee who applies for and is accepted for a temporary position shall revert to their former position upon completion of the temporary work.

Selection to the temporary position will be in accordance with the promotion and transfer clause of this Article.

ARTICLE 29 – PERSONAL LOSS

- 29.01** Subject to Clauses 29.02 and 29.03, where an employee in the performance of the employee's duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of \$425.
- 29.02** All incidents of loss suffered by an employee shall be reported in writing by the employee within three (3) days of the incident to the permanent head or the permanent head's designated representative.
- 29.03** This provision shall only apply in respect of personal effects which the employee would reasonably have in the employee's possession during the normal performance of the employee's duty.

ARTICLE 30 – TERMINATION OF EMPLOYMENT

- 30.01** Except in the case of dismissal for just cause, thirty (30) calendar days notice, in writing, shall be given to permanent or probationary employees who are to be laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 30.02** Except in the case of dismissal for just cause, ten (10) calendar days notice, in writing, will be given to temporary, part-time and seasonal employees who are to be laid off. If such notice is not given, the employee shall be paid for the number of days by which the period of notice was reduced.
- 30.03** Permanent and probationary employees shall give the permanent head thirty (30) calendar days written notice, and seasonal, temporary and part-time employees shall give ten (10) calendar days written notice of intention to terminate employment.
- 30.04** Annual leave shall not be used as any part of the period of the stipulated notices referred to in this Article unless mutually agreed between the parties hereto.
- 30.05** The period of notice may be reduced or eliminated by mutual agreement.
- 30.06** Subject to Clauses 17.05 (a), 17.11 and 30.07, upon termination or layoff, an employee shall receive pay for all the employee's earned current and accrued leave not taken by the employee prior to termination or layoff plus pay for the employee's accumulated annual leave up to a maximum of twenty (20) days, or if

entitled under Clause 17.05(a), to a maximum to twenty-five (25) days not taken prior to termination or layoff provided however that any indebtedness to the Employer may be deducted from such payment. Sick leave entitlements are not to be considered in the determination of earned current and accrued leave.

30.07 Where an employee fails to give notice as stipulated in Clause 30.03, the Employer reserves the right to withhold payment for any annual leave in excess of that prescribed by the Labour Standards Act, provided that in no case shall the penalty exceed the period of notice.

ARTICLE 31 – SEVERANCE PAY

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

ARTICLE 32 – TRAVEL ON EMPLOYER'S BUSINESS

32.01 (a) When an employee is required by the University to travel on University business, then the employee shall be compensated in accordance with University policy.

(b) The rates for travel shall be adjusted from time to time in accordance with the University Policy and Procedures Manual. The Union shall be updated as to any changes of the rates contained in the Manual.

(c) Employees travelling for less than one (1) full day which does not involve overnight stay shall be entitled to claim the applicable meals only. The individual meal rates, including gratuity, are as set out in Clause 32.01 (a) or (b).

32.02 An employee may, with the prior approval of the Department Head, use the employee's personally owned vehicle on University business and be compensated for such use at the rate set by the University's kilometre rate adjustment formula.

32.03 An employee on travel status in excess of two (2) consecutive nights shall be entitled to an additional five dollars (\$5.00) per diem in addition to that provided for under Clause 32.01 to cover the cost of personal telephone calls, laundry, gratuities, dry cleaning, valet services and other incidentals associated with travel away from home.

32.04 (a) For the purpose of this Article, "travel time" means travel on University business authorized by the Department Head, for an employee by land, sea, or air, between the employee's normal place of work as defined by

the University and a location outside the employee's normal place of work to perform duties assigned to the employee by the Department Head and during which the employee is required to travel outside the employee's normal scheduled shift.

- (b) "Travel time" and the methods of travel shall require the prior approval of the Department Head.
- (c)
 - (i) When the method of travel is determined by the Department Head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location designated by the Department Head and the employee's arrival at the employee's place of lodging or work, whichever is applicable, at the authorized destination.
 - (ii) An employee may, with the prior approval of the Department Head, set the employee's own travel arrangements. The compensation payable may not, however, in any case be greater than if the travel arrangements had been set in accordance with Clause 32.04 (c) (i).
- (d) Subject to Clause 32.04 (c) (i), an employee who is required by the Department Head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
 - (i) For travel by air, sea, rail, and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one (1) hour for domestic flights and two (2) hours for international flights.
 - (ii) For travel by personal or University vehicle, the time required to proceed from the employee's place of residence or work place, as applicable, directly to destination, and upon the employee's return, directly back to the employee's residence or work place.

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each 72 kilometres (forty-five) (45) miles to be travelled.
- (f) Notwithstanding any provisions in this Article, compensation will not be paid:
 - (i) To employees whose "travel time" during any three (3) month consecutive period does not exceed fifteen (15) hours; or

- (ii) For travel in connection with transfers, educational courses, training sessions, conferences, seminars, or employment interviews.
 - (g) If the Employer changes an employee's primary work location for that position, the employee will be provided with thirty (30) days' notice of such change. If the employee has to travel a further distance from their residence to the new primary work location, the Employer shall pay the difference in cost of transportation at the applicable kilometric rate from the employee's residence to the new location for the initial forty-five (45) day period.
- 32.05** A newly appointed employee or an employee who is transferred shall receive one-way economy air fare and/or public conveyance fare for the employee, spouse, and children from the employee's then place of residence to the employee's normal place of work as defined by the University. If the employee travels by private motor vehicle, or by other than the most direct route, the employee will be reimbursed the actual cost of travel up to the amount of economy class air fare and/or public conveyance fare. Vouchers covering travelling expenses must be produced when the reimbursement is claimed.
- 32.06** The University will contribute up to seventy-five percent of the cost of moving an agreed amount of household goods and effects from the then place of residence to the employee's normal place of work by surface freight. No reimbursement will be made for transportation of a motor vehicle, except in accordance with Clause 32.05 above. The University will also pay living expenses incurred by the employee and the employee's family for one (1) day at the employee's then place of residence and for a reasonable period at the employee's normal place of work.
- 32.07** An employee who voluntarily fails to complete two (2) years of service with the University from the date of initial appointment or any special contracted period, must repay one-half (1/2) of the amount that was expended by the University on the employee's movement to and settlement in the employee's normal place of work as defined by the University.
- 32.08** When the rates for travel, including rates of pay for incidentals, established in accordance with the University Policy and Procedures Manual exceed the rates set out in this Article, the rates set out in the University Policy and Procedures Manual shall apply and the Union shall be provided with an update of the new rates.
- 32.09** Employees while travelling on Employer business, who provides their own accommodations, shall be paid twenty-five dollars (\$25.00) per night, effective date of signing.

ARTICLE 33 – PROTECTIVE CLOTHING AND UNIFORMS

- 33.01** Where an Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.
- 33.02** Where uniforms, protective clothing or clothing allowances are currently provided by the Employer, the present practice shall continue.
- 33.03** The following protective clothing shall be provided free of charge where it is required by the Employer in accordance with safety regulations:
safety boots (or shoes where permissible by safety standards), safety hats, other safety equipment such as goggles, aprons and gloves.
- 33.04** It is agreed that the quantity, issue and control of such clothing and uniforms shall be regulated by the Employer.

ARTICLE 34 – PERSONNEL FILES

- 34.01** There shall be one (1) official personnel file, the location of which shall be designated by the permanent head. An employee shall at any reasonable time, be allowed to inspect the employee's personnel file and may be accompanied by a representative of the Union if the employee so desires.
- 34.02** A copy of any documents placed on an employee's official personnel file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
- 34.03** Any such document shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the employee's file provided there has not been a reoccurrence of a similar incident during that period. The employee shall be responsible to see that any such document is removed.
- 34.04** When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge receipt of the assessment form in question. When, as a result of this assessment, the performance of an employee is judged to have been unsatisfactory, the employee may present a grievance in accordance with Article 8.

ARTICLE 35 – DISCIPLINE

- 35.01** Any employee who is suspended or dismissed shall be provided with written notification within five (5) days of any oral notification which shall state the reasons for suspension or dismissal.
- 35.02** All dismissals, suspensions and other disciplinary action shall be subject to formal grievance procedure as outlined in Article 8, if the employee so desires.
- 35.03** The Employer shall notify an employee in writing of any dissatisfaction concerning the employee's work within five (5) working days of the occurrence or discovery of the incident giving rise to the complaint. This notification shall include particulars of work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This Clause shall apply in respect of any expression of dissatisfaction relating to the employee's work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.
- 35.04** When employees are required to attend a meeting where a disciplinary decision concerning the employee is to be taken by the Employer, or a representative of the Employer, the employees are entitled to have at their request a representative of the Union to attend the meeting.
- 35.05** (a) Employees shall have the right at any time to have the assistance of a full time representative(s) of the Union on all matters relating to employer/employee relations. Union representatives shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussion or investigation of grievance shall not absent themselves from work except with permission from their supervisor and such permissions will not be unreasonably withheld.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to employer/employee relations.
- 35.06** If, upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the collective agreement. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from their place of employment, it shall be with pay.

ARTICLE 36 – ACCESS AND SHOP STEWARDS

- 36.01** The Employer agrees that access to its premises may be allowed to persons permanently employed by the Union for the purpose of interviewing a Union

member and such interview shall not interfere with the operations of the Employer.

- 36.02** Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the permanent head and such meetings shall not interfere with the operations of the Employer.
- 36.03** The Employer agrees to recognize the Shop Steward appointed by the Union. The Union shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment. The number of Shop Stewards shall be mutually agreed upon by the Union and the Employer.
- 36.04** The Shop Stewards shall not conduct Union business during working hours except in cases of emergency. Where time off is required by the shop steward during working hours, the shop steward shall request such time off from the shop steward's immediate supervisor. Such time off for a shop steward shall not be unreasonably withheld.
- 36.05** With the written prior approval of the permanent head, special leave with pay not exceeding one (1) day in each year, shall be awarded to shop stewards for the purpose of attending educational seminars. The Employer is agreeable to such leave being taken in one (1) hour blocks.

ARTICLE 37 – STRIKES AND LOCKOUTS

- 37.01** The Union agrees that during the life of this Agreement, there shall be no strikes, suspensions or slowdown of work, picketing by members of the Union on the premises of the Employer or any other interference with the Employer's business. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 38 – CONTRACTING OUT

- 38.01** The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the employer will endeavour to maintain the existing benefits applicable to such employees.
- 38.02** The Employer will give the Union two (2) months notice of its intention to contract out work.
- 38.03** The Employer will discuss with the Union its intention to create contractual positions of the type covered by the bargaining unit.

ARTICLE 39 – POLITICAL ACTIVITY

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

- (i) join the Political Party of their choice;
- (ii) vote in elections;
- (iii) fully participate in the activities of the Political Party of their choice;
- (iv) seek election to public office at the National, Provincial or Municipal level;
- (v) take part in any other political activity.

39.02 (a) An employee who wishes to stand for election to the Provincial House of Assembly or to the Federal House of Commons shall inform the Employer (in writing) and request leave of absence without pay effective from the date of the writ of election up to and including the final election results.

(b) (i) If elected to the House of Assembly, the employee shall resign immediately (in writing) from the Employer effective on the date election is confirmed.

(ii) If elected to the House of Commons, the employee will be granted a leave of absence without pay for the term for which the employee has been elected, effective on the date election is confirmed. At the end of this time, if the employee contests a second election and is successful, the employee's employment will be automatically terminated.

(c) If unsuccessful, the employee shall inform the Employer (in writing) of the employee's intent to return with the actual date of the employee's return to be determined in consultation with the Permanent Head.

39.03 During leave referred to in this Article, an employee shall maintain all earned benefits but shall not accrue any new benefits.

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

ARTICLE 40 – LABOUR MANAGEMENT COMMITTEES

40.01 The Employer agrees with the establishment of Labour Management Committees for the purpose of meeting and conferring on matters of mutual interest which are not properly the subject matter of a grievance or negotiation.

40.02 The Committee shall meet on a regular basis in accordance with Committee guidelines.

ARTICLE 41 – SAFETY AND HEALTH

41.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

41.02 Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.

41.03 It is mutually agreed that the Employer, the Union and Employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

41.04 To remove any uncertainty it is agreed that the Occupational Health and Safety Act, R.S.N. 1990, shall apply to this Collective Agreement.

ARTICLE 42 – TECHNOLOGICAL CHANGE

42.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.

42.02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

42.03 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

42.04 Income Protection

An employee who is displaced from his job by virtue of technological change or new method of operation will suffer no reduction in normal earnings unless such

employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

42.05 Transfer Arrangements

An Employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability, and qualifications.

42.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, 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 employee.

42.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) 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(s) to retain their employment as provided for in Clause 42.06.

ARTICLE 43 – GENERAL PROVISIONS

43.01 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in encouraging employees affected with alcohol or drug problems to undergo a co-ordinated program directed to the objective of their rehabilitation.

ARTICLE 44 – SPECIAL LEAVE WITH PAY

44.01 Compassionate Leave

Subject to the approval of the permanent head, special leave with pay not exceeding three (3) days may be granted in special circumstances for reasons other than those referred to in Article 16.

ARTICLE 45 – STATE OF EMERGENCY

45.01 The following provisions shall apply to employees during a state of emergency declared by the Employer:

- (a) All employees shall be deemed to be on duty during the period of closure, with the exception of those employees designated by the permanent head as employees performing essential service.
- (b) Those employees designated by the permanent head as employees who perform an essential service shall, where possible, be supplied transportation to their place of work and return by the Employer.

45.02 Where the Employer provides transportation and the employee refuses to report to duty, he shall be subject to disciplinary action as prescribed in Article 35.

45.03 Those employees referred to in Clause 44.01(b) who are on special leave with or without pay immediately preceding the declaration of the state of emergency, will be deemed to be on special leave with or without pay, as the case may be, during the period so declared an emergency.

45.04 The permanent head shall endeavour to designate those employees referred to in 45.01(b) previous to the declared state of emergency, however, the permanent head may require any employee to report for duty during any period declared an emergency.

ARTICLE 46 – JOINT CONSULTATION

46.01 The Employer agrees to consult with the Union about contemplated changes in conditions of employment or working conditions not governed by this agreement.

ARTICLE 47 – GROUP INSURANCE

47.01 The existing Pension, Group Insurance, Health Care Plans and Long Term Disability Plan shall remain in effect during the life of this agreement unless otherwise mutually changed.

- 47.02** (a) Contractual and temporary employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment.
- (b) Contractual and temporary 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.

47.03 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 48 – NOTICE TO NEGOTIATE**

48.01 Period of Agreement

Except as otherwise provided in specific clauses, this agreement shall be effective from date of signing and remain in full force and effect until March 31, 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.

48.02 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.

48.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty (30) calendar days following receipt of notice under 48.01, 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.

48.04 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.

48.05 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.

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

ARTICLE 49 – TEMPORARY EMPLOYEES

49.01 Temporary employees employed in the same temporary position for a period of three (3) continuous years will be made a permanent employee on their anniversary date if the Employer deems there to be an ongoing need for the position.

ARTICLE 50 - REDUNDANCY

50.01 Permanent employees whose positions are declared redundant or permanent employees who are displaced as a result of bumping and who are unable to bump or to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment as per Schedule "F" - Number of Weeks of Notice. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an

employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed shall be required to pay back part of any severance pay/pay in lieu of notice they received. The amount they have to pay back shall be based upon the length of time they have been out of the employment from the Employer. The amount repaid will be based upon the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

ARTICLE 51 – GENERAL CONDITIONS

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

*** ARTICLE 52 – REMOTE WORK**

52.01 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 31ST DAY OF OCTOBER, 2022

On behalf of
Memorial University of
Newfoundland

On behalf of
Newfoundland and Labrador
Association of Public and
Private Employees
Representing Fisheries and
Marine Institute Support Staff

Mary Barr

[Signature]

Kerianne John

CRJ

Maisha Atscock

Ronny Ament

[Signature]

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Witnessed by:

Tracy Coady

Witnessed by:

Dranner Little

SCHEDULE "A"

Salary Implementation Formula:

1. The following is a list of classifications accompanied by the band level number assigned to the benchmark classifications. The actual salary range for a specific position may be obtained in the following manner.
 - (a) Determine the benchmark band level for the classification from the classification list.
 - (b) The range opposite the band level number of the Salary Grid is the salary range for that classification unless the individual position is rated at a higher band level.
- * 2.
 - (a) Effective April 1, 2022, increase all pay scales by 2%
 - (b) Effective April 1, 2023, increase all pay scales by 2%
 - (c) Effective April 1, 2024, increase all pay scales by 2%
 - (d) Effective April 1, 2025, increase all pay scales 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.
 - (e) Step Progression:

Salaried employees shall continue to 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.

Marine Institute Support Staff Pay Scales
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	32,091	34,331	36,727	39,252	41,935	44,747	47,689	50,793	54,020	57,404	60,925	64,567	71,600	78,663	85,694
02	32,460	34,723	37,146	39,705	42,417	45,260	48,237	51,376	54,641	58,062	61,620	65,307	72,422	79,565	86,677
03	32,830	35,116	37,571	40,156	42,900	45,778	48,787	51,959	55,263	58,728	62,323	66,053	73,243	80,469	87,666
04	33,198	35,514	37,996	40,604	43,383	46,291	49,334	52,542	55,881	59,385	63,025	66,794	74,066	81,378	88,650
05	33,569	35,908	38,414	41,058	43,865	46,804	49,882	53,128	56,505	60,045	63,723	67,532	74,887	82,278	89,637
06	33,937	36,301	38,839	41,507	44,347	47,323	50,432	53,708	57,128	60,704	64,424	68,280	75,715	83,182	90,622
07	34,305	36,696	39,259	41,958	44,830	47,837	50,978	54,296	57,744	61,363	65,121	69,018	76,537	84,085	91,607
08	34,675	37,086	39,679	42,410	45,308	48,349	51,525	54,879	58,365	62,027	65,821	69,760	77,359	84,986	92,591
09	35,043	37,487	40,101	42,863	45,793	48,861	52,075	55,463	58,989	62,685	66,524	70,504	78,182	85,896	93,574
10	35,410	37,881	40,525	43,311	46,273	49,379	52,621	56,043	59,607	63,343	67,228	71,247	79,005	86,799	94,561
11	35,780	38,274	40,944	43,766	46,756	49,894	53,171	56,630	60,227	64,002	67,927	71,990	79,828	87,704	95,545
12	36,151	38,668	41,369	44,212	47,240	50,406	53,720	57,214	60,849	64,666	68,628	72,729	80,650	88,607	96,529
13	36,519	39,064	41,792	44,669	47,721	50,921	54,269	57,800	61,468	65,325	69,327	73,473	81,473	89,513	97,516
14	36,885	39,459	42,212	45,117	48,204	51,438	54,816	58,381	62,091	65,986	70,029	74,216	82,299	90,418	98,499
15	37,254	39,854	42,637	45,567	48,682	51,952	55,363	58,964	62,711	66,644	70,728	74,960	83,120	91,318	99,485
16	37,629	40,244	43,059	46,020	49,165	52,466	55,910	59,548	63,333	67,300	71,427	75,698	83,944	92,224	100,468
17	37,997	40,644	43,480	46,469	49,650	52,977	56,462	60,132	63,953	67,962	72,126	76,443	84,767	93,130	101,457
18	38,364	41,039	43,902	46,923	50,133	53,493	57,008	60,718	64,573	68,626	72,826	77,182	85,589	94,036	102,439
19	38,731	41,430	44,324	47,374	50,613	54,006	57,558	61,298	65,195	69,286	73,530	77,926	86,412	94,938	103,425
20	39,102	41,827	44,745	47,824	51,098	54,521	58,103	61,885	65,816	69,944	74,227	78,671	87,236	95,842	104,411
21	39,472	42,218	45,170	48,277	51,576	55,031	58,652	62,465	66,439	70,604	74,927	79,413	88,052	96,746	105,393
22	39,841	42,615	45,593	48,728	52,058	55,548	59,202	63,052	67,058	71,263	75,631	80,151	88,881	97,649	106,376
23	40,208	43,012	46,011	49,174	52,540	56,063	59,749	63,634	67,680	71,925	76,329	80,894	89,705	98,554	107,362
24	40,581	43,404	46,433	49,628	53,025	56,578	60,296	64,218	68,298	72,583	77,028	81,637	90,525	99,457	108,354
25	40,943	43,800	46,857	50,078	53,503	57,092	60,847	64,801	68,918	73,242	77,729	82,379	91,350	100,362	109,332
26	41,314	44,196	47,279	50,532	53,987	57,607	61,396	65,390	69,540	73,903	78,427	83,120	92,172	101,267	110,320
27	41,682	44,589	47,702	50,981	54,469	58,123	61,941	65,969	70,165	74,559	79,124	83,866	92,995	102,169	111,304
28	42,053	44,980	48,124	51,437	54,956	58,637	62,488	66,556	70,784	75,222	79,835	84,604	93,822	103,073	112,290

Marine Institute Support Staff Pay Scales
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>
29	42,420	45,375	48,545	51,886	55,434	59,149	63,038	67,143	71,403	75,880	80,533	85,349	94,642	103,981	113,276
30	42,790	45,770	48,967	52,335	55,915	59,665	63,584	67,722	72,028	76,541	81,234	86,087	95,465	104,883	114,259
31	43,160	46,166	49,389	52,789	56,398	60,176	64,135	68,306	72,650	77,202	81,934	86,834	96,287	105,788	115,244
32	43,532	46,561	49,812	53,239	56,879	60,694	64,682	68,891	73,268	77,861	82,630	87,574	97,109	106,694	116,230
33	43,898	46,957	50,238	53,689	57,362	61,207	65,230	69,473	73,886	78,518	83,331	88,316	97,934	107,597	117,214
34	44,267	47,346	50,654	54,142	57,843	61,721	65,780	70,060	74,507	79,181	84,031	89,057	98,752	108,501	118,200
35	44,634	47,745	51,078	54,592	58,327	62,235	66,326	70,642	75,130	79,842	84,731	89,804	99,581	109,402	119,183
36	45,005	48,139	51,499	55,043	58,805	62,751	66,875	71,224	75,751	80,500	85,433	90,541	100,402	110,311	120,168

Marine Institute Support Staff Pay Scales
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	32,733	35,018	37,462	40,037	42,774	45,642	48,643	51,809	55,100	58,552	62,144	65,858	73,032	80,236	87,408
02	33,109	35,417	37,889	40,499	43,265	46,165	49,202	52,404	55,734	59,223	62,852	66,613	73,870	81,156	88,411
03	33,487	35,818	38,322	40,959	43,758	46,694	49,763	52,998	56,368	59,903	63,569	67,374	74,708	82,078	89,419
04	33,862	36,224	38,756	41,416	44,251	47,217	50,321	53,593	56,999	60,573	64,286	68,130	75,547	83,006	90,423
05	34,240	36,626	39,182	41,879	44,742	47,740	50,880	54,191	57,635	61,246	64,997	68,883	76,385	83,924	91,430
06	34,616	37,027	39,616	42,337	45,234	48,269	51,441	54,782	58,271	61,918	65,712	69,646	77,229	84,846	92,434
07	34,991	37,430	40,044	42,797	45,727	48,794	51,998	55,382	58,899	62,590	66,423	70,398	78,068	85,767	93,439
08	35,369	37,828	40,473	43,258	46,214	49,316	52,556	55,977	59,532	63,268	67,137	71,155	78,906	86,686	94,443
09	35,744	38,237	40,903	43,720	46,709	49,838	53,117	56,572	60,169	63,939	67,854	71,914	79,746	87,614	95,445
10	36,118	38,639	41,336	44,177	47,198	50,367	53,673	57,164	60,799	64,610	68,573	72,672	80,585	88,535	96,452
11	36,496	39,039	41,763	44,641	47,691	50,892	54,234	57,763	61,432	65,282	69,286	73,430	81,425	89,458	97,456
12	36,874	39,441	42,196	45,096	48,185	51,414	54,794	58,358	62,066	65,959	70,001	74,184	82,263	90,379	98,460
13	37,249	39,845	42,628	45,562	48,675	51,939	55,354	58,956	62,697	66,632	70,714	74,942	83,102	91,303	99,466
14	37,623	40,248	43,056	46,019	49,168	52,467	55,912	59,549	63,333	67,306	71,430	75,700	83,945	92,226	100,469
15	37,999	40,651	43,490	46,478	49,656	52,991	56,470	60,143	63,965	67,977	72,143	76,459	84,782	93,144	101,475
16	38,382	41,049	43,920	46,940	50,148	53,515	57,028	60,739	64,600	68,646	72,856	77,212	85,623	94,068	102,477
17	38,757	41,457	44,350	47,398	50,643	54,037	57,591	61,335	65,232	69,321	73,569	77,972	86,462	94,993	103,486
18	39,131	41,860	44,780	47,861	51,136	54,563	58,148	61,932	65,864	69,999	74,283	78,726	87,301	95,917	104,488
19	39,506	42,259	45,210	48,321	51,625	55,086	58,709	62,524	66,499	70,672	75,001	79,485	88,140	96,837	105,494
20	39,884	42,664	45,640	48,780	52,120	55,611	59,265	63,123	67,132	71,343	75,712	80,244	88,981	97,759	106,499
21	40,261	43,062	46,073	49,243	52,608	56,132	59,825	63,714	67,768	72,016	76,426	81,001	89,813	98,681	107,501
22	40,638	43,467	46,505	49,703	53,099	56,659	60,386	64,313	68,399	72,688	77,144	81,754	90,659	99,602	108,504
23	41,012	43,872	46,931	50,157	53,591	57,184	60,944	64,907	69,034	73,364	77,856	82,512	91,499	100,525	109,509
24	41,393	44,272	47,362	50,621	54,086	57,710	61,502	65,502	69,664	74,035	78,569	83,270	92,336	101,446	110,521
25	41,762	44,676	47,794	51,080	54,573	58,234	62,064	66,097	70,296	74,707	79,284	84,027	93,177	102,369	111,519
26	42,140	45,080	48,225	51,543	55,067	58,759	62,624	66,698	70,931	75,381	79,996	84,782	94,015	103,292	112,526
27	42,516	45,481	48,656	52,001	55,558	59,285	63,180	67,288	71,568	76,050	80,706	85,543	94,855	104,212	113,530
28	42,894	45,880	49,086	52,466	56,055	59,810	63,738	67,887	72,200	76,726	81,432	86,296	95,698	105,134	114,536

Marine Institute Support Staff Pay Scales
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	43,268	46,283	49,516	52,924	56,543	60,332	64,299	68,486	72,831	77,398	82,144	87,056	96,535	106,061	115,542
30	43,646	46,685	49,946	53,382	57,033	60,858	64,856	69,076	73,469	78,072	82,859	87,809	97,374	106,981	116,544
31	44,023	47,089	50,377	53,845	57,526	61,380	65,418	69,672	74,103	78,746	83,573	88,571	98,213	107,904	117,549
32	44,403	47,492	50,808	54,304	58,017	61,908	65,976	70,269	74,733	79,418	84,283	89,325	99,051	108,828	118,555
33	44,776	47,896	51,243	54,763	58,509	62,431	66,535	70,862	75,364	80,088	84,998	90,082	99,893	109,749	119,558
34	45,152	48,293	51,667	55,225	59,000	62,955	67,096	71,461	75,997	80,765	85,712	90,838	100,727	110,671	120,564
35	45,527	48,700	52,100	55,684	59,494	63,480	67,653	72,055	76,633	81,439	86,426	91,600	101,573	111,590	121,567
36	45,905	49,102	52,529	56,144	59,981	64,006	68,213	72,648	77,266	82,110	87,142	92,352	102,410	112,517	122,571

Marine Institute Support Staff Pay Scales

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	33,388	35,718	38,211	40,838	43,629	46,555	49,616	52,845	56,202	59,723	63,387	67,175	74,493	81,841	89,156
02	33,771	36,125	38,647	41,309	44,130	47,088	50,186	53,452	56,849	60,407	64,109	67,945	75,347	82,779	90,179
03	34,157	36,534	39,088	41,778	44,633	47,628	50,758	54,058	57,495	61,101	64,840	68,721	76,202	83,720	91,207
04	34,539	36,948	39,531	42,244	45,136	48,161	51,327	54,665	58,139	61,784	65,572	69,493	77,058	84,666	92,231
05	34,925	37,359	39,966	42,717	45,637	48,695	51,898	55,275	58,788	62,471	66,297	70,261	77,913	85,602	93,259
06	35,308	37,768	40,408	43,184	46,139	49,234	52,470	55,878	59,436	63,156	67,026	71,039	78,774	86,543	94,283
07	35,691	38,179	40,845	43,653	46,642	49,770	53,038	56,490	60,077	63,842	67,751	71,806	79,629	87,482	95,308
08	36,076	38,585	41,282	44,123	47,138	50,302	53,607	57,097	60,723	64,533	68,480	72,578	80,484	88,420	96,332
09	36,459	39,002	41,721	44,594	47,643	50,835	54,179	57,703	61,372	65,218	69,211	73,352	81,341	89,366	97,354
10	36,840	39,412	42,163	45,061	48,142	51,374	54,746	58,307	62,015	65,902	69,944	74,125	82,197	90,306	98,381
11	37,226	39,820	42,598	45,534	48,645	51,910	55,319	58,918	62,661	66,588	70,672	74,899	83,054	91,247	99,405
12	37,611	40,230	43,040	45,998	49,149	52,442	55,890	59,525	63,307	67,278	71,401	75,668	83,908	92,187	100,429
13	37,994	40,642	43,481	46,473	49,649	52,978	56,461	60,135	63,951	67,965	72,128	76,441	84,764	93,129	101,455
14	38,375	41,053	43,917	46,939	50,151	53,516	57,030	60,740	64,600	68,652	72,859	77,214	85,624	94,071	102,478
15	38,759	41,464	44,360	47,408	50,649	54,051	57,599	61,346	65,244	69,337	73,586	77,988	86,478	95,007	103,505
16	39,150	41,870	44,798	47,879	51,151	54,585	58,169	61,954	65,892	70,019	74,313	78,756	87,335	95,949	104,527
17	39,532	42,286	45,237	48,346	51,656	55,118	58,743	62,562	66,537	70,707	75,040	79,531	88,191	96,893	105,556
18	39,914	42,697	45,676	48,818	52,159	55,654	59,311	63,171	67,181	71,399	75,769	80,301	89,047	97,835	106,578
19	40,296	43,104	46,114	49,287	52,658	56,188	59,883	63,774	67,829	72,085	76,501	81,075	89,903	98,774	107,604
20	40,682	43,517	46,553	49,756	53,162	56,723	60,450	64,385	68,475	72,770	77,226	81,849	90,761	99,714	108,629
21	41,066	43,923	46,994	50,228	53,660	57,255	61,022	64,988	69,123	73,456	77,955	82,621	91,609	100,655	109,651
22	41,451	44,336	47,435	50,697	54,161	57,792	61,594	65,599	69,767	74,142	78,687	83,389	92,472	101,594	110,674
23	41,832	44,749	47,870	51,160	54,663	58,328	62,163	66,205	70,415	74,831	79,413	84,162	93,329	102,536	111,699
24	42,221	45,157	48,309	51,633	55,168	58,864	62,732	66,812	71,057	75,516	80,140	84,935	94,183	103,475	112,731
25	42,597	45,570	48,750	52,102	55,664	59,399	63,305	67,419	71,702	76,201	80,870	85,708	95,041	104,416	113,749
26	42,983	45,982	49,190	52,574	56,168	59,934	63,876	68,032	72,350	76,889	81,596	86,478	95,895	105,358	114,777
27	43,366	46,391	49,629	53,041	56,669	60,471	64,444	68,634	72,999	77,571	82,320	87,254	96,752	106,296	115,801
28	43,752	46,798	50,068	53,515	57,176	61,006	65,013	69,245	73,644	78,261	83,061	88,022	97,612	107,237	116,827

Marine Institute Support Staff Pay Scales
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	44,133	47,209	50,506	53,982	57,674	61,539	65,585	69,856	74,288	78,946	83,787	88,797	98,466	108,182	117,853
30	44,519	47,619	50,945	54,450	58,174	62,075	66,153	70,458	74,938	79,633	84,516	89,565	99,321	109,121	118,875
31	44,903	48,031	51,385	54,972	58,677	62,608	66,726	71,065	75,585	80,321	85,244	90,342	100,177	110,062	119,900
32	45,291	48,442	51,824	55,390	59,177	63,146	67,296	71,674	76,228	81,006	85,969	91,112	101,032	111,005	120,926
33	45,672	48,854	52,268	55,858	59,679	63,680	67,866	72,279	76,871	81,690	86,698	91,884	101,891	111,944	121,949
34	46,055	49,259	52,700	56,330	60,180	64,214	68,438	72,890	77,517	82,380	87,426	92,655	102,742	112,884	122,975
35	46,438	49,674	53,142	56,798	60,684	64,750	69,006	73,496	78,166	83,068	88,155	93,432	103,604	113,822	123,998
36	46,823	50,084	53,580	57,267	61,181	65,286	69,577	74,101	78,811	83,752	88,885	94,199	104,458	114,767	125,022

Marine Institute Support Staff Pay Scales
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	34,056	36,432	38,975	41,655	44,502	47,486	50,608	53,902	57,326	60,917	64,655	68,519	75,983	83,478	90,939
02	34,446	36,848	39,420	42,135	45,013	48,030	51,190	54,521	57,986	61,615	65,391	69,304	76,854	84,435	91,983
03	34,840	37,265	39,870	42,614	45,526	48,581	51,773	55,139	58,645	62,323	66,137	70,095	77,726	85,394	93,031
04	35,230	37,687	40,322	43,089	46,039	49,124	52,354	55,758	59,302	63,020	66,883	70,883	78,599	86,359	94,076
05	35,624	38,106	40,765	43,571	46,550	49,669	52,936	56,381	59,964	63,720	67,623	71,666	79,471	87,314	95,124
06	36,014	38,523	41,216	44,048	47,062	50,219	53,519	56,996	60,625	64,419	68,367	72,460	80,349	88,274	96,169
07	36,405	38,943	41,662	44,526	47,575	50,765	54,099	57,620	61,279	65,119	69,106	73,242	81,222	89,232	97,214
08	36,798	39,357	42,108	45,005	48,081	51,308	54,679	58,239	61,937	65,824	69,850	74,030	82,094	90,188	98,259
09	37,188	39,782	42,555	45,486	48,596	51,852	55,263	58,857	62,599	66,522	70,595	74,819	82,968	91,153	99,301
10	37,577	40,200	43,006	45,962	49,105	52,401	55,841	59,473	63,255	67,220	71,343	75,608	83,841	92,112	100,349
11	37,971	40,616	43,450	46,445	49,618	52,948	56,425	60,096	63,914	67,920	72,085	76,397	84,715	93,072	101,393
12	38,363	41,035	43,901	46,918	50,132	53,491	57,008	60,716	64,573	68,624	72,829	77,181	85,586	94,031	102,438
13	38,754	41,455	44,351	47,402	50,642	54,038	57,590	61,338	65,230	69,324	73,571	77,970	86,459	94,992	103,484
14	39,143	41,874	44,795	47,878	51,154	54,586	58,171	61,955	65,892	70,025	74,316	78,758	87,336	95,952	104,528
15	39,534	42,293	45,247	48,356	51,662	55,132	58,751	62,573	66,549	70,724	75,058	79,548	88,208	96,907	105,575
16	39,933	42,707	45,694	48,837	52,174	55,677	59,332	63,193	67,210	71,419	75,799	80,331	89,082	97,868	106,618
17	40,323	43,132	46,142	49,313	52,689	56,220	59,918	63,813	67,868	72,121	76,541	81,122	89,955	98,831	107,667
18	40,712	43,551	46,590	49,794	53,202	56,767	60,497	64,434	68,525	72,827	77,284	81,907	90,828	99,792	108,710
19	41,102	43,966	47,036	50,273	53,711	57,312	61,081	65,049	69,186	73,527	78,031	82,697	91,701	100,749	109,756
20	41,496	44,387	47,484	50,751	54,225	57,857	61,659	65,673	69,845	74,225	78,771	83,486	92,576	101,708	110,802
21	41,887	44,801	47,934	51,233	54,733	58,400	62,242	66,288	70,505	74,925	79,514	84,273	93,441	102,668	111,844
22	42,280	45,223	48,384	51,711	55,244	58,948	62,826	66,911	71,162	75,625	80,261	85,057	94,321	103,626	112,887
23	42,669	45,644	48,827	52,183	55,756	59,495	63,406	67,529	71,823	76,328	81,001	85,845	95,196	104,587	113,933
24	43,065	46,060	49,275	52,666	56,271	60,041	63,987	68,148	72,478	77,026	81,743	86,634	96,067	105,545	114,986
25	43,449	46,481	49,725	53,144	56,777	60,587	64,571	68,767	73,136	77,725	82,487	87,422	96,942	106,504	116,024
26	43,843	46,902	50,174	53,625	57,291	61,133	65,154	69,393	73,797	78,427	83,228	88,208	97,813	107,465	117,073
27	44,233	47,319	50,622	54,102	57,802	61,680	65,733	70,007	74,459	79,122	83,966	88,999	98,687	108,422	118,117
28	44,627	47,734	51,069	54,585	58,320	62,226	66,313	70,630	75,117	79,826	84,722	89,782	99,564	109,382	119,164

Marine Institute Support Staff Pay Scales
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	45,016	48,153	51,516	55,062	58,827	62,770	66,897	71,253	75,774	80,525	85,463	90,573	100,435	110,346	120,210
30	45,409	48,571	51,964	55,539	59,337	63,317	67,476	71,867	76,437	81,226	86,206	91,356	101,307	111,303	121,253
31	45,801	48,992	52,413	56,020	59,851	63,860	68,061	72,486	77,097	81,927	86,949	92,149	102,181	112,263	122,298
32	46,197	49,411	52,860	56,498	60,361	64,409	68,642	73,107	77,753	82,626	87,688	92,934	103,053	113,225	123,345
33	46,585	49,831	53,313	56,975	60,873	64,954	69,223	73,725	78,408	83,324	88,432	93,722	103,929	114,183	124,388
34	46,976	50,244	53,754	57,457	61,384	65,498	69,807	74,348	79,067	84,028	89,175	94,508	104,797	115,142	125,435
35	47,367	50,667	54,205	57,934	61,898	66,045	70,386	74,966	79,729	84,729	89,918	95,301	105,676	116,098	126,478
36	47,759	51,086	54,652	58,412	62,405	66,592	70,969	75,583	80,387	85,427	90,663	96,083	106,547	117,062	127,522

Marine Institute Support Staff Pay Scales (40 Hours)
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	36,670.40	39,228.80	41,974.40	44,865.60	47,923.20	51,147.20	54,496.00	58,052.80	61,734.40	65,603.20	69,638.40	73,798.40	81,827.20	89,897.60	97,926.40
02	37,107.20	39,686.40	42,452.80	45,385.60	48,484.80	51,729.60	55,120.00	58,718.40	62,441.60	66,352.00	70,428.80	74,630.40	82,763.20	90,937.60	99,049.60
03	37,523.20	40,123.20	42,931.20	45,884.80	49,025.60	52,312.00	55,764.80	59,384.00	63,148.80	67,121.60	71,219.20	75,483.20	83,699.20	91,956.80	100,193.60
04	37,939.20	40,580.80	43,430.40	46,404.80	49,587.20	52,894.40	56,388.80	60,049.60	63,856.00	67,870.40	72,030.40	76,336.00	84,656.00	92,996.80	101,316.80
05	38,355.20	41,038.40	43,908.80	46,924.80	50,128.00	53,497.60	57,012.80	60,715.20	64,584.00	68,619.20	72,820.80	77,188.80	85,592.00	94,036.80	102,440.00
06	38,792.00	41,496.00	44,387.20	47,444.80	50,689.60	54,080.00	57,636.80	61,380.80	65,291.20	69,368.00	73,632.00	78,041.60	86,528.00	95,056.00	103,563.20
07	39,208.00	41,932.80	44,865.60	47,944.00	51,230.40	54,662.40	58,260.80	62,046.40	65,998.40	70,137.60	74,422.40	78,873.60	87,464.00	96,096.00	104,686.40
08	39,624.00	42,390.40	45,344.00	48,464.00	51,771.20	55,255.60	58,884.80	62,712.00	66,705.60	70,886.40	75,233.60	79,726.40	88,400.00	97,136.00	105,809.60
09	40,040.00	42,848.00	45,822.40	48,984.00	52,332.80	55,848.00	59,508.80	63,377.60	67,412.80	71,635.20	76,024.00	80,579.20	89,356.80	98,176.00	106,932.80
10	40,476.80	43,284.80	46,321.60	49,504.00	52,873.60	56,430.40	60,132.80	64,043.20	68,120.00	72,384.00	76,835.20	81,432.00	90,292.80	99,195.20	108,076.80
11	40,892.80	43,742.40	46,800.00	50,024.00	53,435.20	57,012.80	60,756.80	64,729.60	68,827.20	73,153.60	77,625.60	82,264.00	91,228.80	100,235.20	109,200.00
12	41,308.80	44,200.00	47,278.40	50,523.20	53,996.80	57,616.00	61,401.60	65,395.20	69,534.40	73,902.40	78,436.80	83,116.80	92,164.80	101,275.20	110,323.20
13	41,745.60	44,636.80	47,756.80	51,043.20	54,537.60	58,198.40	62,025.60	66,060.80	70,241.60	74,651.20	79,227.20	83,969.60	93,121.60	102,294.40	111,446.40
14	42,161.60	45,094.40	48,235.20	51,563.20	55,099.20	58,780.80	62,649.60	66,726.40	70,969.60	75,420.80	80,038.40	84,822.40	94,057.60	103,334.40	112,569.60
15	42,577.60	45,552.00	48,734.40	52,083.20	55,640.00	59,384.00	63,273.60	67,392.00	71,676.80	76,169.60	80,828.80	85,675.20	94,993.60	104,353.60	113,692.80
16	43,014.40	45,988.80	49,212.80	52,603.20	56,180.80	59,966.40	63,897.60	68,057.60	72,384.00	76,918.40	81,640.00	86,507.20	95,929.60	105,393.60	114,816.00
17	43,430.40	46,446.40	49,691.20	53,102.40	56,742.40	60,548.80	64,521.60	68,723.20	73,091.20	77,667.20	82,430.40	87,360.00	96,886.40	106,433.60	115,960.00
18	43,846.40	46,904.00	50,169.60	53,622.40	57,304.00	61,131.20	65,145.60	69,388.80	73,798.40	78,436.80	83,220.80	88,212.80	97,822.40	107,473.60	117,083.20
19	44,262.40	47,340.80	50,648.00	54,142.40	57,844.80	61,713.60	65,790.40	70,054.40	74,505.60	79,185.60	84,032.00	89,065.60	98,758.40	108,492.80	118,206.40
20	44,678.40	47,798.40	51,147.20	54,662.40	58,406.40	62,316.80	66,393.60	70,720.00	75,212.80	79,934.40	84,822.40	89,918.40	99,694.40	109,532.80	119,329.60
21	45,115.20	48,256.00	51,625.60	55,182.40	58,947.20	62,899.20	67,038.40	71,385.60	75,920.00	80,683.20	85,633.60	90,750.40	100,630.40	110,572.80	120,452.80
22	45,531.20	48,692.80	52,104.00	55,681.60	59,488.00	63,481.60	67,662.40	72,051.20	76,648.00	81,452.80	86,444.80	91,603.20	101,587.20	111,592.00	121,576.00
23	45,947.20	49,150.40	52,582.40	56,201.60	60,049.60	64,064.00	68,286.40	72,716.80	77,355.20	82,201.60	87,235.20	92,456.00	102,523.20	112,632.00	122,699.20
24	46,384.00	49,608.00	53,060.80	56,721.60	60,590.40	64,667.20	68,910.40	73,382.40	78,062.40	82,950.40	88,025.60	93,308.80	103,459.20	113,672.00	123,843.20
25	46,800.00	50,065.60	53,560.00	57,241.60	61,152.00	65,249.60	69,534.40	74,048.00	78,769.60	83,699.20	88,836.80	94,140.80	104,395.20	114,691.20	124,945.60
26	47,216.00	50,502.40	54,038.40	57,740.80	61,692.80	65,832.00	70,158.40	74,734.40	79,476.80	84,468.80	89,627.20	94,993.60	105,331.20	115,731.20	126,089.60
27	47,632.00	50,960.00	54,516.80	58,260.80	62,254.40	66,435.20	70,782.40	75,400.00	80,184.00	85,217.60	90,417.60	95,846.40	106,288.00	116,771.20	127,212.80
28	48,068.80	51,396.80	54,995.20	58,780.80	62,816.00	67,017.60	71,406.40	76,065.60	80,891.20	85,966.40	91,249.60	96,699.20	107,224.00	117,790.40	128,336.00

Marine Institute Support Staff Pay Scales (40 Hours)
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>
29	48,484.80	51,854.40	55,473.60	59,300.80	63,356.80	67,600.00	72,051.20	76,731.20	81,598.40	86,715.20	92,040.00	97,552.00	108,160.00	118,830.40	129,459.20
30	48,900.80	52,312.00	55,952.00	59,820.80	63,897.60	68,182.40	72,675.20	77,396.80	82,326.40	87,484.80	92,830.40	98,384.00	109,096.00	119,870.40	130,582.40
31	49,316.80	52,769.60	56,451.20	60,320.00	64,459.20	68,764.80	73,299.20	78,062.40	83,033.60	88,233.60	93,641.60	99,236.80	110,032.00	120,910.40	131,705.60
32	49,753.60	53,206.40	56,929.60	60,840.00	65,000.00	69,368.00	73,923.20	78,728.00	83,740.80	88,982.40	94,432.00	100,089.60	110,988.80	121,929.60	132,828.80
33	50,169.60	53,664.00	57,408.00	61,360.00	65,561.60	69,950.40	74,547.20	79,393.60	84,448.00	89,731.20	95,243.20	100,942.40	111,924.80	122,969.60	133,952.00
34	50,585.60	54,100.80	57,886.40	61,880.00	66,102.40	70,532.80	75,171.20	80,059.20	85,155.20	90,500.80	96,033.60	101,774.40	112,860.80	124,009.60	135,096.00
35	51,001.60	54,558.40	58,364.80	62,400.00	66,664.00	71,136.00	75,795.20	80,724.80	85,862.40	91,249.60	96,844.80	102,627.20	113,796.80	125,028.80	136,219.20
36	51,438.40	55,016.00	58,864.00	62,899.20	67,204.80	71,718.40	76,419.20	81,390.40	86,569.60	91,998.40	97,635.20	103,480.00	114,753.60	126,068.80	137,342.40

Marine Institute Support Staff Pay Scales (40 Hours)
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	37,419.20	40,019.20	42,806.40	45,760.00	48,880.00	52,166.40	55,598.40	59,217.60	62,961.60	66,913.60	71,032.00	75,275.20	83,470.40	91,707.20	99,902.40
02	37,835.20	40,476.80	43,305.60	46,280.00	49,441.60	52,769.60	56,222.40	59,883.20	63,689.60	67,683.60	71,822.40	76,128.00	84,427.20	92,747.20	101,046.40
03	38,272.00	40,934.40	43,804.80	46,800.00	50,003.20	53,372.80	56,867.20	60,589.60	64,417.60	68,452.80	72,654.40	77,001.60	85,384.00	93,808.00	102,190.40
04	38,708.80	41,392.00	44,283.20	47,340.80	50,564.80	53,955.20	57,512.00	61,256.00	65,145.60	69,222.40	73,465.60	77,854.40	86,340.80	94,868.80	103,334.40
05	39,124.80	41,849.60	44,782.40	47,860.80	51,126.40	54,558.40	58,156.80	61,942.40	65,873.60	69,992.00	74,276.80	78,728.00	87,297.60	95,908.80	104,499.20
06	39,561.60	42,307.20	45,281.60	48,380.80	51,688.00	55,161.60	58,780.80	62,608.00	66,601.60	70,761.60	75,108.80	79,601.60	88,254.40	96,969.60	105,643.20
07	39,998.40	42,785.60	45,760.00	48,900.80	52,249.60	55,764.80	59,425.60	63,294.40	67,308.80	71,531.20	75,920.00	80,454.40	89,211.20	98,009.60	106,787.20
08	40,414.40	43,222.40	46,259.20	49,441.60	52,811.20	56,368.00	60,070.40	63,980.80	68,036.80	72,300.80	76,731.20	81,328.00	90,168.00	99,070.40	107,931.20
09	40,851.20	43,700.80	46,737.60	49,961.60	53,372.80	56,950.40	60,715.20	64,646.40	68,764.80	73,070.40	77,542.40	82,180.80	91,145.60	100,131.20	109,075.20
10	41,288.00	44,158.40	47,236.80	50,481.60	53,934.40	57,553.60	61,339.20	65,332.80	69,492.80	73,840.00	78,374.40	83,054.40	92,102.40	101,192.00	110,240.00
11	41,704.00	44,616.00	47,736.00	51,022.40	54,496.00	58,115.80	61,984.00	66,019.20	70,200.00	74,609.60	79,185.60	83,928.00	93,059.20	102,232.00	111,384.00
12	42,140.80	45,073.60	48,214.40	51,542.40	55,078.40	58,760.00	62,628.80	66,684.80	70,928.00	75,379.20	79,996.80	84,780.80	94,016.00	103,292.80	112,528.00
13	42,577.60	45,531.20	48,713.60	52,062.40	55,619.20	59,363.20	63,252.80	67,371.20	71,656.00	76,148.80	80,808.00	85,654.40	94,972.80	104,353.60	113,672.00
14	42,993.60	45,988.80	49,212.80	52,603.20	56,201.60	59,966.40	63,897.60	68,057.60	72,384.00	76,918.40	81,640.00	86,507.20	95,929.60	105,393.60	114,816.00
15	43,430.40	46,467.20	49,712.00	53,123.20	56,742.40	60,569.60	64,542.40	68,744.00	73,112.00	77,688.00	82,451.20	87,380.80	96,886.40	106,454.40	115,980.80
16	43,887.20	46,904.00	50,190.40	53,643.20	57,304.00	61,152.00	65,166.40	69,409.60	73,819.20	78,457.60	83,262.40	88,233.60	97,864.00	107,515.20	117,124.80
17	44,304.00	47,382.40	50,689.60	54,163.20	57,886.40	61,755.20	65,811.20	70,096.00	74,547.20	79,227.20	84,073.60	89,107.20	98,820.80	108,555.20	118,268.80
18	44,720.00	47,840.00	51,168.00	54,704.00	58,448.00	62,358.40	66,456.00	70,82.40	75,275.20	79,996.80	84,884.80	89,980.80	99,777.60	109,616.00	119,412.80
19	45,156.80	48,297.60	51,667.20	55,224.00	59,009.60	62,961.60	67,100.80	71,448.00	76,003.20	80,766.40	85,716.80	90,833.60	100,734.40	110,676.80	120,556.80
20	45,572.80	48,755.20	52,166.40	55,744.00	59,571.20	63,564.80	67,724.80	72,134.40	76,731.20	81,536.00	86,528.00	91,707.20	101,691.20	111,716.80	121,721.60
21	46,009.60	49,212.80	52,644.80	56,284.80	60,132.80	64,147.20	68,369.60	72,820.80	77,459.20	82,305.60	87,339.20	92,580.80	102,648.00	112,777.60	122,865.60
22	46,446.40	49,670.40	53,144.00	56,804.80	60,694.40	64,750.40	69,014.40	73,507.20	78,166.40	83,075.20	88,171.20	93,433.60	103,604.80	113,838.40	124,009.60
23	46,882.40	50,148.80	53,643.20	57,324.80	61,256.00	65,353.60	69,659.20	74,172.80	78,894.40	83,844.80	88,982.40	94,307.20	104,561.60	114,878.40	125,153.60
24	47,299.20	50,606.40	54,121.60	57,844.80	61,817.60	65,956.80	70,283.20	74,889.20	79,622.40	84,614.40	89,793.60	95,160.00	105,518.40	115,939.20	126,318.40
25	47,736.00	51,064.00	54,620.80	58,385.60	62,379.20	66,560.00	70,928.00	75,545.60	80,329.60	85,384.00	90,604.80	96,033.60	106,496.00	117,000.00	127,441.60
26	48,152.00	51,521.60	55,120.00	58,905.60	62,940.80	67,163.20	71,572.80	76,232.00	81,057.60	86,153.60	91,416.00	96,886.40	107,452.80	118,040.00	128,606.40
27	48,588.80	51,979.20	55,598.40	59,425.60	63,502.40	67,745.60	72,196.80	76,897.60	81,785.60	86,923.20	92,227.20	97,760.00	108,409.60	119,100.80	129,750.40
28	49,025.60	52,436.80	56,097.60	59,966.40	64,064.00	68,348.80	72,841.60	77,584.00	82,513.60	87,692.80	93,059.20	98,633.60	109,366.40	120,161.60	130,894.40

Marine Institute Support Staff Pay Scales (40 Hours)
 Effective April 1, 2023

<u>Step</u>	<u>Pay Level</u>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
29		49,441.60	52,894.40	56,596.80	60,486.40	64,625.60	68,952.00	73,486.40	78,270.40	83,241.60	88,462.40	93,870.40	99,486.40	110,323.20	121,222.40	132,038.40
30		49,878.40	53,352.00	57,075.20	61,006.40	65,187.20	69,555.20	74,131.20	78,936.00	83,969.60	89,232.00	94,702.40	100,360.00	111,280.00	122,262.40	133,203.20
31		50,315.20	53,809.60	57,574.40	61,547.20	65,748.80	70,158.40	74,755.20	79,622.40	84,697.60	90,001.60	95,513.60	101,233.60	112,236.80	123,323.20	134,347.20
32		50,752.00	54,267.20	58,073.60	62,067.20	66,310.40	70,761.60	75,400.00	80,308.80	85,404.80	90,771.20	96,324.80	102,086.40	113,193.60	124,384.00	135,491.20
33		51,168.00	54,745.60	58,572.80	62,587.20	66,872.00	71,344.00	76,044.80	80,995.20	86,132.80	91,520.00	97,136.00	102,960.00	114,171.20	125,424.00	136,635.20
34		51,604.80	55,182.40	59,051.20	63,107.20	67,433.60	71,947.20	76,689.60	81,660.80	86,860.80	92,310.40	97,947.20	103,812.80	115,107.20	126,484.80	137,779.20
35		52,020.80	55,660.80	59,550.40	63,648.00	67,995.20	72,550.40	77,313.60	82,347.20	87,588.80	93,080.00	98,779.20	104,686.40	116,084.80	127,524.80	138,944.00
36		52,457.60	56,118.40	60,028.80	64,168.00	68,556.80	73,153.60	77,958.40	83,033.60	88,296.00	93,849.60	99,590.40	105,539.20	117,041.60	128,585.60	140,088.00

Marine Institute Support Staff Pay Scales (40 Hours)
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	38,168.00	40,830.40	43,680.00	46,675.20	49,857.60	53,206.40	56,700.80	60,403.20	64,230.40	68,244.80	72,446.40	76,772.80	81,334.40	86,112.00	91,112.00
02	38,604.80	41,288.00	44,158.40	47,216.00	50,440.00	53,809.60	57,345.60	61,089.60	64,979.20	69,035.20	73,257.60	77,646.40	82,212.00	86,958.40	91,889.20
03	39,041.60	41,745.60	44,678.40	47,736.00	51,001.60	54,433.60	58,011.20	61,776.00	65,707.20	69,825.60	74,110.40	78,540.80	83,089.60	87,809.60	92,640.00
04	39,478.40	42,224.00	45,177.60	48,276.80	51,584.00	55,036.80	58,656.00	62,483.20	66,435.20	70,516.00	74,742.40	79,114.40	83,607.20	88,212.00	92,889.20
05	39,915.20	42,702.40	45,676.80	48,817.60	52,166.40	55,660.80	59,321.60	63,169.60	67,184.00	71,385.60	75,774.40	80,288.00	84,944.80	89,722.40	94,579.20
06	40,352.00	43,160.00	46,176.00	49,358.40	52,728.00	56,264.00	59,966.40	63,856.00	67,932.80	72,176.00	76,606.40	81,182.40	85,902.40	90,722.40	95,644.00
07	40,788.80	43,638.40	46,675.20	49,899.20	53,310.40	56,888.00	60,611.20	64,563.20	68,660.80	72,966.40	77,438.40	82,056.00	86,800.00	91,640.00	96,579.20
08	41,225.60	44,096.00	47,174.40	50,419.20	53,872.00	57,491.20	61,256.00	65,249.60	69,388.80	73,756.80	78,270.40	82,950.40	87,776.00	92,704.00	97,722.40
09	41,662.40	44,574.40	47,673.60	50,960.00	54,454.40	58,094.40	61,921.60	65,936.00	70,137.60	74,526.40	79,102.40	83,824.00	88,656.00	93,576.00	98,576.00
10	42,099.20	45,032.00	48,193.60	51,500.80	55,016.00	58,718.40	62,566.40	66,643.20	70,865.60	75,316.80	79,934.40	84,718.40	89,628.00	94,640.00	99,722.40
11	42,536.00	45,510.40	48,692.80	52,041.60	55,598.40	59,321.60	63,232.00	67,329.60	71,614.40	76,107.20	80,766.40	85,592.00	90,510.40	95,576.00	100,722.40
12	42,972.80	45,968.00	49,192.00	52,561.60	56,160.00	59,924.80	63,876.80	68,036.80	72,342.40	76,897.60	81,598.40	86,486.40	91,500.00	96,640.00	101,889.20
13	43,410.40	46,446.40	49,691.20	53,102.40	56,742.40	60,548.80	64,521.60	68,723.20	73,091.20	77,667.20	82,430.40	87,360.00	92,436.00	97,640.00	102,992.00
14	43,847.20	46,924.80	50,190.40	53,643.20	57,324.80	61,152.00	65,187.20	69,409.60	73,819.20	78,457.60	83,262.40	88,254.40	93,344.00	98,576.00	103,960.00
15	44,284.00	47,382.40	50,689.60	54,184.00	57,886.40	61,776.00	65,832.00	70,116.80	74,568.00	79,248.00	84,094.40	89,128.00	94,344.00	99,640.00	105,040.00
16	44,720.80	47,860.80	51,188.80	54,724.80	58,448.00	62,379.20	66,476.80	70,803.20	75,296.00	80,017.60	84,926.40	90,001.60	95,244.00	100,640.00	106,144.00
17	45,157.60	48,318.40	51,708.80	55,244.80	59,030.40	62,982.40	67,142.40	71,489.60	76,044.80	80,808.00	85,758.40	90,896.00	96,112.00	101,512.00	107,040.00
18	45,594.40	48,796.80	52,208.00	55,785.60	59,612.80	63,606.40	67,787.20	72,196.80	76,772.80	81,598.40	86,590.40	91,769.60	97,040.00	102,480.00	108,040.00
19	46,031.20	49,254.40	52,707.20	56,326.40	60,174.40	64,209.60	68,432.00	72,883.20	77,521.60	82,388.80	87,422.40	92,664.00	98,040.00	103,576.00	109,240.00
20	46,468.00	49,732.80	53,206.40	56,867.20	60,756.80	64,833.60	69,076.80	73,590.40	78,249.60	83,158.40	88,254.40	93,537.60	99,040.00	104,720.00	110,544.00
21	46,904.80	50,190.40	53,705.60	57,408.00	61,318.40	65,436.80	69,742.40	74,276.80	78,998.40	83,948.80	89,086.40	94,432.00	100,040.00	105,840.00	111,760.00
22	47,341.60	50,668.80	54,204.80	57,948.80	61,900.80	66,040.00	70,387.20	74,963.20	79,726.40	84,739.20	89,918.40	95,305.60	100,944.00	106,760.00	112,640.00
23	47,778.40	51,147.20	54,704.00	58,468.80	62,462.40	66,664.00	71,052.80	75,670.40	80,475.20	85,529.60	90,750.40	96,179.20	101,840.00	107,640.00	113,544.00
24	48,215.20	51,604.80	55,203.20	59,009.60	63,044.80	67,267.20	71,697.60	76,356.80	81,203.20	86,299.20	91,582.40	97,073.60	102,760.00	108,576.00	114,544.00
25	48,652.00	52,083.20	55,723.20	59,550.40	63,606.40	67,891.20	72,342.40	77,043.20	81,952.00	87,089.60	92,414.40	97,947.20	103,640.00	109,480.00	115,440.00
26	49,088.80	52,540.80	56,222.40	60,091.20	64,188.80	68,494.40	73,008.00	77,550.40	82,260.00	87,180.00	92,446.40	97,947.20	103,640.00	109,480.00	115,440.00
27	49,525.60	53,019.20	56,721.60	60,611.20	64,771.20	69,118.40	73,652.80	78,438.80	83,428.80	88,649.60	94,078.40	99,715.20	105,576.00	111,640.00	117,840.00
28	50,000.00	53,476.80	57,220.80	61,152.00	65,353.60	69,721.60	74,297.60	79,144.00	84,156.80	89,440.00	94,931.20	100,588.80	111,550.40	122,553.60	133,515.20

Marine Institute Support Staff Pay Scales (40 Hours)
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	50,440.00	53,955.20	57,720.00	61,692.80	65,915.20	70,324.80	74,963.20	79,830.40	84,905.60	90,230.40	95,763.20	101,483.20	112,528.00	123,635.20	134,680.00
30	50,876.80	54,412.80	58,219.20	62,233.60	66,476.80	70,948.80	75,608.00	80,516.80	85,633.60	91,000.00	96,595.20	102,356.80	113,505.60	124,716.80	135,865.60
31	51,313.60	54,891.20	58,718.40	62,774.40	67,059.20	71,552.00	76,252.80	81,224.00	86,382.40	91,790.40	97,427.20	103,251.20	114,483.20	125,777.60	137,030.40
32	51,771.20	55,369.60	59,217.60	63,294.40	67,620.80	72,176.00	76,918.40	81,910.40	87,110.40	92,580.80	98,259.20	104,124.80	115,460.80	126,859.20	138,195.20
33	52,187.20	55,827.20	59,737.60	63,835.20	68,203.20	72,779.20	77,563.20	82,596.80	87,859.20	93,350.40	99,091.20	105,019.20	116,438.40	127,940.80	139,360.00
34	52,624.00	56,305.60	60,236.80	64,376.00	68,785.60	73,382.40	78,208.00	83,304.00	88,587.20	94,140.80	99,923.20	105,892.80	117,416.00	129,001.60	140,545.60
35	53,081.60	56,763.20	60,736.00	64,916.80	69,347.20	74,006.40	78,873.60	83,990.40	89,336.00	94,931.20	100,755.20	106,787.20	118,414.40	130,083.20	141,710.40
36	53,518.40	57,241.60	61,235.20	65,457.60	69,929.60	74,609.60	79,518.40	84,676.80	90,064.00	95,721.60	101,587.20	107,660.80	119,371.20	131,164.80	142,875.20

Marine Institute Support Staff Pay Scales (40 Hours)
 Effective April 1, 2025

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
01	38,916.80	41,641.60	44,532.80	47,611.20	50,856.00	54,267.20	57,844.80	61,609.60	65,520.00	69,617.60	73,881.60	78,312.00	86,840.00	95,409.60	103,937.60
02	39,374.40	42,120.00	45,052.80	48,152.00	51,438.40	54,891.20	58,510.40	62,316.80	66,268.80	70,408.00	74,734.40	79,206.40	87,838.40	96,491.20	105,123.20
03	39,811.20	42,598.40	45,572.80	48,692.80	52,020.80	55,515.20	59,176.00	63,024.00	67,017.60	71,219.20	75,587.20	80,100.80	88,836.80	97,593.60	106,329.60
04	40,268.80	43,076.80	46,072.00	49,254.40	52,624.00	56,139.20	59,841.60	63,731.20	67,766.40	72,030.40	76,440.00	81,016.00	89,835.20	98,696.00	107,515.20
05	40,705.60	43,555.20	46,592.00	49,795.20	53,206.40	56,763.20	60,507.20	64,438.40	68,536.00	72,820.80	77,292.80	81,910.40	90,833.60	99,777.60	108,721.60
06	41,163.20	44,033.60	47,112.00	50,336.00	53,788.80	57,387.20	61,172.80	65,145.60	69,284.80	73,632.00	78,124.80	82,804.80	91,832.00	100,880.00	109,907.20
07	41,600.00	44,512.00	47,611.20	50,876.80	54,371.20	58,011.20	61,817.60	65,852.80	70,033.60	74,422.40	78,977.60	83,699.20	92,830.40	101,982.40	111,092.80
08	42,057.60	44,969.60	48,131.20	51,438.40	54,953.60	58,635.20	62,483.20	66,560.00	70,782.40	75,233.60	79,830.40	84,614.40	93,828.80	103,064.00	112,299.20
09	42,494.40	45,488.80	48,630.40	51,979.20	55,536.00	59,259.20	63,148.80	67,267.20	71,552.00	76,024.00	80,683.20	85,508.80	94,827.20	104,166.40	113,484.80
10	42,952.00	45,947.20	49,150.40	52,520.00	56,118.40	59,883.20	63,814.40	67,974.40	72,300.80	76,814.40	81,536.00	86,403.20	95,825.60	105,268.80	114,691.20
11	43,388.80	46,425.60	49,649.60	53,081.60	56,700.80	60,507.20	64,480.00	68,681.60	73,049.60	77,625.60	82,388.80	87,318.40	96,824.00	106,371.20	115,876.80
12	43,846.40	46,904.00	50,169.60	53,622.40	57,304.00	61,131.20	65,145.60	69,388.80	73,798.40	78,436.80	83,241.60	88,212.80	97,822.40	107,473.60	117,062.40
13	44,283.20	47,382.40	50,689.60	54,184.00	57,886.40	61,755.20	65,811.20	70,096.00	74,547.20	79,227.20	84,073.60	89,107.20	98,800.00	108,555.20	118,268.80
14	44,740.80	47,860.80	51,188.80	54,724.80	58,468.80	62,379.20	66,476.80	70,803.20	75,296.00	80,038.40	84,926.40	90,001.60	99,819.20	109,657.60	119,454.40
15	45,177.60	48,339.20	51,708.80	55,265.60	59,051.20	63,003.20	67,142.40	71,510.40	76,065.60	80,828.80	85,779.20	90,916.80	100,817.60	110,760.00	120,660.80
16	45,635.20	48,817.60	52,228.80	55,806.40	59,633.60	63,627.20	67,808.00	72,217.60	76,814.40	81,619.20	86,632.00	91,811.20	101,816.00	111,841.60	121,846.40
17	46,092.80	49,296.00	52,728.00	56,368.00	60,216.00	64,251.20	68,473.60	72,924.80	77,563.20	82,430.40	87,484.80	92,705.60	102,814.40	112,944.00	123,052.80
18	46,529.60	49,774.40	53,248.00	56,908.80	60,798.40	64,875.20	69,139.20	73,632.00	78,312.00	83,220.80	88,316.80	93,600.00	103,812.80	114,046.40	124,238.40
19	46,966.40	50,252.80	53,747.20	57,449.60	61,380.80	65,499.20	69,804.80	74,339.20	79,060.80	84,032.00	89,169.60	94,515.20	104,811.20	115,148.80	125,444.80
20	47,424.00	50,731.20	54,267.20	58,011.20	61,963.20	66,123.20	70,470.40	75,046.40	79,830.40	84,822.40	90,022.40	95,409.60	105,809.60	116,230.40	126,630.40
21	47,860.80	51,209.60	54,787.20	58,552.00	62,545.60	66,747.20	71,136.00	75,753.60	80,579.20	85,633.60	90,875.20	96,304.00	106,787.20	117,332.80	127,816.00
22	48,318.40	51,688.00	55,286.40	59,092.80	63,128.00	67,371.20	71,801.60	76,460.80	81,328.00	86,424.00	91,728.00	97,198.40	107,785.60	118,435.20	129,022.40
23	48,755.20	52,166.40	55,806.40	59,633.60	63,731.20	67,995.20	72,467.20	77,168.00	82,076.80	87,235.20	92,580.80	98,113.60	108,804.80	119,537.60	130,208.00
24	49,212.80	52,644.80	56,305.60	60,195.20	64,313.60	68,619.20	73,132.80	77,875.20	82,825.60	88,025.60	93,412.80	99,008.00	109,782.40	120,619.20	131,414.40
25	49,649.60	53,123.20	56,825.60	60,736.00	64,896.00	69,243.20	73,798.40	78,582.40	83,574.40	88,836.80	94,265.60	99,902.40	110,780.80	121,721.60	132,600.00
26	50,107.20	53,601.60	57,345.60	61,276.80	65,478.40	69,867.20	74,464.00	79,310.40	84,344.00	89,627.20	95,118.40	100,817.60	111,779.20	122,824.00	133,806.40
27	50,544.00	54,080.00	57,844.80	61,838.40	65,060.80	70,491.20	75,129.60	80,017.60	85,092.80	90,417.60	95,971.20	101,712.00	112,777.60	123,905.60	134,992.00
28	51,001.60	54,558.40	58,364.80	62,379.20	66,643.20	71,115.20	75,795.20	80,724.80	85,841.60	91,228.80	96,824.00	102,606.40	113,796.80	125,008.00	136,177.60

Marine Institute Support Staff Pay Scales (40 Hours)
 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	51,438.40	55,036.80	58,884.80	62,920.00	67,225.60	71,739.20	76,460.80	81,432.00	86,590.40	92,019.20	97,676.80	103,521.60	114,774.40	126,110.40	137,384.00
30	51,896.00	55,515.20	59,384.00	63,481.60	67,808.00	72,363.20	77,105.60	82,139.20	87,360.00	92,830.40	98,529.60	104,416.00	115,772.80	127,212.80	138,569.60
31	52,353.60	55,993.60	59,904.00	64,022.40	68,411.20	72,987.20	77,792.00	82,846.40	88,108.80	93,620.80	99,361.60	105,310.40	116,771.20	128,294.40	139,776.00
32	52,790.40	56,472.00	60,403.20	64,563.20	68,993.60	73,611.20	78,457.60	83,553.60	88,857.60	94,432.00	100,214.40	106,204.80	117,769.60	129,396.80	140,961.60
33	53,248.00	56,950.40	60,923.20	65,104.00	69,576.00	74,235.20	79,102.40	84,260.80	89,606.40	95,222.40	101,067.20	107,120.00	118,768.00	130,499.20	142,168.00
34	53,684.80	57,428.80	61,443.20	65,665.60	70,158.40	74,859.20	79,788.80	84,968.00	90,355.20	96,033.60	101,920.00	108,014.40	119,766.40	131,580.80	143,353.60
35	54,142.40	57,907.20	61,942.40	66,206.40	70,740.80	75,483.20	80,433.60	85,675.20	91,124.80	96,824.00	102,772.80	108,908.80	120,764.80	132,683.20	144,539.20
36	54,579.20	58,385.60	62,462.40	66,747.20	71,323.20	76,107.20	81,099.20	86,382.40	91,873.60	97,635.20	103,604.80	109,803.20	121,763.20	133,785.60	145,745.60

**Marine Institute
Bench Band Level Chart – NAPE Local 7850**

BAND LEVEL	CLASSIFICATION TITLE
Band 11	International Program Officer Senior Placement Officer
Band 10	Placement Officer Enrolment Management Coordinator
Band 9	Planning Analyst R & D Liaison Officer Coordinator, Journal of Ocean Technology Systems Analyst Recreation & Sports Assistant
Band 8	Operational Support Coordinator Network Administrator III Systems Administrator IV Project Administrator Financial Administrator Client Services Coordinator Senior Programmer Analyst Chief Engineer
Band 7	Project Accountant WEB Editor Student Liaison Officer Student Recruiter Computer Support Specialist Public Relations & Communications Officer Departmental Program Coordinator Admissions Officer Coordinator of Advanced Programs Fishing Gear Technologist II International Student Coordinator Programmer Analyst PC Consultant III Mate Regional Liaison Officer Administrative Officer (Grants and Contracts) Graduate Student Recruiter Student Affairs Officer Marketing Coordinator

Band 6	<p> Cook II Maintenance Technologist Maintenance Specialist Institutional Analyst Graphic Designer Simulation Database Developer Buyer II PC Consultant II Model Net Maker Carpenter Lead Hand Facilities Coordinator Scheduling and Registration Systems Officer Administrative Officer Computer Support Technician Youth Liaison Officer </p>
Band 5	<p> Library Technician III Administrative Officer (SERT) Administrative Officer (OSSC) Clerk IV Carpenter II Boatswain Typesetter I 4th Class Engineer </p>
Band 4	<p> Clerk III Accounting Clerk II Clerk-Typist III Clerk-Stenographer III Administrative Officer (CMS) Custodial Coordinator </p>
Band 3	<p> Wordprocessing Equipment Operator I Building Technician Clerk II Storekeeper I Custodial Worker (Aquaculture) Work Control Dispatcher </p>
Band 2	<p> Deckhand Clerk I Equipment Operator II (Driver) Facilities Attendant Cashier Clerk </p>

**Marine Institute
Bench Band Level Chart – NAPE Local 7850**

BAND LEVEL	CLASSIFICATION TITLE
Band 11	International Program Officer Senior Placement Officer
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Band 2	<p> Deckhand Clerk I Equipment Operator II (Driver) Facilities Attendant Cashier Clerk </p>

Band 1

Food Service Worker
Food Service Worker/Cashier
Custodian I

SCHEDULE "B"

SPECIAL GROUPS EXCLUDED FROM THE BARGAINING UNIT

Assistant Director (Programs) (OSSC)
Assistant Director, Centre for Aquaculture and Seafood Development
Assistant Director, Centre for Sustainable Aquatic Resources
Assistant Editor, Canadian Journal of Career Development
Assistant Head (School of Fisheries)
Assistant Head (School of Maritime Studies)
Assistant Head (School of Ocean Technology)
Associate Registrar (Admissions)
Associate Vice-President (Marine Institute) Academic and Student Affairs
Associate Vice-President (Marine Institute) Administration & Finance
Associate Vice-President (Marine Institute) Research and Strategic Partnerships
Building Services Supervisor
Development and Engagement Officer
Director, Centre for Applied Ocean Technology
Director, Centre for Aquaculture and Seafood Development
Director, Centre for Fisheries Ecosystems Research
Director, Centre for Marine Simulation
Director, Centre for Sustainable Aquatic Resources
Director, Community Based Education Delivery
Director, Development and Engagement
Director, Marine Institute International
Director, Offshore Safety & Survival Centre
Director, One Ocean
Director, Research and Development
Director, Academic and Student Affairs
Environmental Health and Safety Advisor
Head, School of Fisheries
Head, School of Maritime Studies
Head, School of Ocean Technology
Human Resources Manager
Intermediate Clerk Stenographer (Human Resources)
Librarian
Manager, Applied Research and Industrial Projects (CMS)
Manager, Cafeteria and Conference Services
Manager, Information and Communications Technologies
Manager, Finance and Contracts
Manager, Facilities and Technical Services
Manager, Marine Services
Manager, Marketing and Communications
Manager, Office of the Vice-President
Manager, SERT Centre
Marine Captain II, Training Vessel

Ocean Data Specialist
Payroll Officer
Quality Administrator
Recruitment and Leave Management Coordinator
Registrar
Secretary to Associate Vice-President, Administration and Finance
Secretary (Human Resources)
Senior Secretary, Office of the Vice-President
User Engagement Specialist
Vice-President, Memorial University (Marine Institute)

SCHEDULE "C"

Establishment of a Job Evaluation Appeal Committee and The Procedures for Dealing with Position Job Evaluation Appeals

A. Definitions

1. "Appeal" means a request by an employee or a Department Head on behalf of the employee to the Job Evaluation Appeal Committee for a change in the classification of the employee's current position.
2. "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
3. "Classification" means the identification of a position by reference to a class title and band level.
4. "Day" means a working day.
5. "Department Head" means Deans, Department Heads, Directors or any official authorized in writing to act on the behalf of the Department Head.
6. "Review" means reappraisal or reassessment of an employee's current position classification by the Department of Human Resources upon request of the employee.

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 members, including the Chair.
2. The Committee is hereby empowered to receive, hear and decide upon any appeal consistent with these Procedures.
3. The Committee may hold hearings on appeals and may contact any person to assist the Committee in its review of the job evaluation ratings.
4. The Chair and two members are required to conduct the business of the Committee.
5. The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, as it deems necessary to assist in its work subject to approval of the Vice President (Administration and Finance).

6. The Chair of the Committee will be appointed by the Director of Human Resources.
7. The three members of the Committee will be selected from those individuals trained in the application of the AIKEN System.
8. The members of the Committee will serve on a rotating basis where it will be the responsibility of the Chair to ensure that the Committee members for a particular appeal are independent from the original job evaluation decision involved in the appeal.

C. Procedures:

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

1. An appeal shall not be submitted to, or entertained by, the Committee:
 - (a) Unless procedures governing a request for review, as set forth in Article 25, have been followed.
 - (b) On any grounds which differ from the grounds upon which a review by the Department of Human Resources has been requested. Where new circumstances are involved, the Department of Human Resources shall be requested to conduct a further review.
2. All such appeals shall be submitted to the Committee, in writing, in the form set out in Clause 25.03 within a period of not more than ten (10) days after the receipt of notification of the Department's decision upon a request for review.
3. A request for appeal shall not be entertained on the grounds:
 - (a) Of the inadequacy of the band level assigned to the classification.
 - (b) That the scope of duties and responsibilities have been improperly assigned to a position by management.
4. The Committee has the right to refuse to receive or hear an appeal if it considers that the grounds upon which the appeal is submitted are irrelevant or not in accordance with the Procedures contained therein.
5. The Committee may call upon any person at its discretion to assist it in the consideration of any appeal which may be submitted to it.

6. The majority opinion of the Committee shall prevail subject only to the provisions of the Memorial University of Newfoundland Act.
7. The Committee shall render a decision upon appeals within twenty (20) days of receipt, and that decision shall be conveyed in writing within five (5) days over the signature of the Chair to the appellant, to the Department of Human Resources, and to the Department Head concerned for such action as may be appropriate.

*** MEMORANDUM OF UNDERSTANDING**

RE: Hours of Work and Additional Leave

As a result of negotiations with the Marine Institute Support Staff, it is agreed that:

1. Summer hours will come into effect on the first Monday thirteen (13) weeks prior to Labour Day. Any employee required to work up to the end of their regular work day during this period will not receive overtime pay.
2. The Institute will close for a four (4) day period during the Christmas season and employees working full time hours will be granted paid time off for the period in addition to their annual vacation. Employees working less than full time hours shall be paid on a pro rata basis.

***MEMORANDUM OF UNDERSTANDING**

RE: Anti-Racism

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

SCHEDULE "D"

MEMORIAL UNIVERSITY OF NEWFOUNDLAND (MEMORIAL)

DEFERRED SALARY LEAVE PLAN (THE PLAN)

1. Purpose

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

2. Eligibility

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

3. Application by Employee

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

4. Deduction and Leave of Absence Payment

- (a) A participant in the Plan shall have deducted a minimum of ten percent (10%) up to a maximum of thirty-three and one-third percent (33 1/3%) of his or her annual salary before taxes. The percentage deducted may be altered only on April 1 of each year.
- (b) During each year of enrolment in the Plan the employee shall receive his or her annual salary less the percentage elected for annual deferral. The amount elected for deferral shall be deducted from salary and transferred on a bi-weekly basis to the Comptroller of the University for deposit. The fund shall receive the same interest rate as other trust funds of Memorial.
- (c) During the period of the leave of absence the employee shall receive on a bi-weekly basis an amount from the fund up to but not greater than the salary that he or she would have received if they were working. Within this limitation the funds shall be equally disbursed during the period of the

leave until the employee's contribution to the fund and accumulated interest is depleted.

- (d) While an employee is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured accordingly to the salary the employee would have received had he or she not been enrolled in the Plan.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had he or she not been enrolled in the Plan.
- (f) All statutory, group insurance, and pension plan contributions will continue on the regular cost-shared basis between the employee and employer.
- (g) Notwithstanding and other provision of this Plan, all statutory deductions shall be in accordance with Revenue Canada rulings and all pension plan contributions shall be in accordance with the Memorial University Pensions Act.
- (h) Each year a Deferred Salary Leave Committee, consisting of an equal number of Memorial and N.A.P.E. Local 7850 representatives, shall meet and review the amount of deferred salary together with accumulated interest. Each participant in the Plan shall receive an annual statement of the funds deposited and accumulated interest.

5. Other Conditions

- (a) Upon return from leave the employee shall be given the same position or a comparable position unless it is mutually agreed between the employee and his or her employing Department that he or she return to a particular position.
- (b) Leave under this Plan shall be credited as service for purposes of:
 - (i) Seniority
 - (ii) Step Progression
 - (iii) Pension
 - (iv) Severance Pay

Vacation leave shall not accrue during the period of the deferred salary leave.

- (c) In the event that a suitable replacement cannot be found for an employee due to receive a leave, Memorial may defer the leave for up to one (1) year. In this instance the employee may choose to remain in the Plan or

he or she may withdraw and receive any monies and interest accumulated to the date of withdrawal.

- (d) Pension contributions shall be paid on the salary the employee would have received had the employee not entered the Plan or gone on leave. These payments will be made during each year of enrolment including the period of leave and will be the normal contribution rate as required under the Memorial University Pensions Act.
- (e) In accordance with Revenue Canada requirements, all employees who receive a leave of absence in accordance with this Plan guarantee that they will return to employment with Memorial for a period of time that is not less than the period of the leave of absence.
- (f) All employees wishing to participate in the Plan shall be required to sign a Contract of Participation as attached before final approval for participation will be granted.
- (g) Employees will continue their normal payment of Union dues during each year of enrolment including the period of leave.

6. Withdrawal from the Fund

- (a) An employee may withdraw from the Plan, at any time for any reason, and receive all monies deferred to the fund plus accumulated interest. An employee must withdraw upon resignation of employment.
- (b) An employee whose employment is terminated in accordance with Article 28 or 30 or who is laid off in accordance with Article 38 will be paid out all monies deferred plus accumulated interest.
- (c) Should an employee die while participating in the Plan, any monies deferred to the fund plus accumulated interest will be paid to the employee's estate.
- (d) An employee who withdraws from the Plan is required to wait a minimum of twelve (12) months before applying again.
- (e) Payment to the employee shall be made within sixty (60) days of withdrawal from the Plan. Income tax will be payable on the amount withdrawn.

7. Changes in the Plan

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

APPENDIX "A"

APPLICATION FOR DEFERRED SALARY LEAVE

(This must be forwarded to the Director of Human Resources by January 31)

NAME: _____

ADDRESS: _____

DEPARTMENT: _____

PRESENT POSITION: _____

NUMBER OF YEARS AT MEMORIAL: _____

NUMBER OF YEARS OF SALARY DEFERRAL: _____

DATE OF LEAVE REQUESTED: _____ 20__ TO 20__

I hereby certify that I fulfil the requirements for Deferred Salary Leave as outlined in the Deferred Salary Leave Plan Memorandum of Agreement, and accept my obligation imposed by such provision.

SIGNATURE: _____

DATE: _____

Approved on behalf of Memorial University of Newfoundland, which agrees to the provisions of the Deferred Salary Leave Plan.

SIGNATURE: _____

DATE: _____

APPENDIX "B"

CONTRACT OF PARTICIPATION

REGARDING DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions:

1. Enrollment Date

I wish to enroll in the Deferred Salary Leave Plan commencing:

_____ 20____

2. Year of Leave

I shall take my leave of absence from Memorial University commencing:

_____ 20_____ to _____ 20_____

a. Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan will be according to the following schedule:

- (a) Annual deferral of 10%
- (b) Annual deferral of 15%
- (c) Annual deferral of 20%
- (d) Other (please specify)

Date

Employee

Witness

SCHEDULE “E”

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.

SCHEDULE "F"

NUMBER OF WEEKS OF NOTICE

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