



COLLECTIVE AGREEMENT

Between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1615

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

April 1, 2008

to

March 31, 2012

**Issued by the
Division of Labour Relations
Department of Human Resources**

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ARTICLE 1 - PREAMBLE

- 1.01 Whereas it is the desire of both parties to this Agreement:
- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
 - (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
 - (3) To encourage efficiency in operation.
 - (4) To promote the morale, well-being, and security of all employees in the Bargaining Unit of the Union, and
- 1.02 Whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement. Now, therefore, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

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

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.
- 4.02 At the employee's request, the employee shall be entitled to union representation at meetings with the Employer on all matters pertaining to employer-employee relations.
- 4.03 No employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for classes of employees as listed in Appendix A.
- 5.02
 - (a) When new Classifications or positions are developed and/or new Classifications or positions are created as a result of restructuring, the Employer shall notify the Union in writing and shall consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
 - (b) When a bargaining unit position is vacated and the Employer intends to continue to have any or all of the duties performed or intends to refill the position the Employer shall notify the Union in writing. The notification shall indicate whether the Employer intends to modify the duties, title, classification, hours of work or status (i.e. whether permanent, sessional or contractual) of the position and the rationale for the change. Where there is no change, provision of a copy of the job posting shall be sufficient notification.
- 5.03
 - (a) The University will ensure that no employee in the bargaining unit shall be laid off nor denied an opportunity for recall, because duties normally performed by employees in the bargaining unit have been or will be assigned to or assumed by students, faculty or excluded personnel.
 - (b) The University will also ensure that students, faculty and excluded personnel will not be utilized to fill vacated union positions.

- (c) Both parties recognize the University's role in the community and its responsibility to the students it serves. The parties further recognize that the provision of employment for students is in the interest of the entire University community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members.

ARTICLE 6 - NO DISCRIMINATION

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

ARTICLE 7 - UNION SECURITY AND DUES CHECKOFF

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Checkoff.
- * 7.02 The Employer agrees to honour a written assignment of dues to the Union certified as the bargaining agent and, unless the assignment is revoked in writing, delivered to the employer, the money so deducted shall be forwarded to the Treasurer of the Union, biweekly. The Employer will forward to the Union, each pay period, a deduction report identifying the following:
 - Employee ID
 - Activity status
 - Name
 - Number of hours worked
 - Department
 - Job class and title
 - Current, year to date, and initiation fee deduction

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

- 7.03 All employees who are at the date of signing of this Agreement, or who become members of the Union, shall remain members during the term of this Agreement.
- 7.04 All employees not members of the Union coming within the Bargaining Unit will, as a condition of employment, pay the monthly dues of the Union within thirty (30) calendar days of the signing of the Agreement.
- 7.05 All new employees coming within the Bargaining Unit shall, from their date of hire, become and remain members of the Union.

7.06 Interviewing Opportunity

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

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

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

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

ARTICLE 8 – WELLNESS PROGRAM

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

ARTICLE 9 - JOINT UNION MANAGEMENT COMMITTEE

9.01 A Joint Union Management Committee of not more than eight (8) persons composed of an equal number of representatives of the University and representatives of the Bargaining Unit shall be established in the University. The purpose of this Committee is to meet and confer on matters of mutual interest which are not properly the subject matter of a grievance or negotiations. Terms of reference shall include such things as safety and working conditions, local rules and regulations, efficiency and productivity, pay periods, Benefit Plans, and Workers' Compensation.

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

9.03 The Committee shall meet if and when the need arises but in any event, every two (2) months. Representatives of the Bargaining Unit on the above mentioned

Committee shall not suffer a loss of pay as a result of attending meetings of this Committee held during working hours.

- 9.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 9.05 The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.06 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons and distributed to the members of the Committee within five (5) days of the close of the meeting.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

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

ARTICLE 11 - REGULATIONS

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

ARTICLE 12 - ADJUSTMENT OF GRIEVANCES

- 12.01 Should a dispute arise between the Union or an employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.

- 12.02 An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by a representative Shop Steward. The Supervisor shall answer verbally within one (1) working day. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.
- 12.03 When a dispute involving discharge, layoff, recall, or a question of general application or interpretation occurs, the Union and the Employer shall have the right to originate a grievance and Step 1 of this Article may be bypassed by mutual agreement.
- 12.04 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.
- 12.05 Grievances shall be resolved with the following procedures:
- Step 1: The employee shall discuss the complaint with the Shop Steward. If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within fourteen (14) working days after the occurrence of the grievance or the employee becoming aware of the occurrence of the grievance submit the grievance in writing to the employee=s Department Head and an earnest effort shall be made by all parties to settle the grievance at Step 1. The Department Head shall render a decision in writing within seven (7) working days of receipt of the grievance.
- Step 2: If the decision rendered at Step 1 is unsatisfactory, the grievance may be submitted in writing within seven (7) working days of the receipt of the Department Head=s response, to the Director of Human Resources and/or designate. The Director of Human Resources and/or designate shall render a decision in writing following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance.
- Step 3: Failing a satisfactory settlement being reached, as provided in Step 2, either party to the Agreement may within ten (10) working days of the receipt of the response at Step 2 refer the dispute to arbitration. Either party may, after a dispute has been referred to arbitration, advise the other party of its desire to have the dispute mediated. Mediation shall only be utilized upon mutual agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration.
- 12.06 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.

- 12.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error or by inadvertent omission of a step in the grievance procedure.
- 12.08 Responses to grievances at all levels shall be forwarded to the Shop Steward filing the grievance, the grievor(s) and the Correspondence Secretary of the Union.
- 12.09 A Shop Steward or other employee who is a member of the Grievance Committee referred to under Step 1 or Step 2 of Article 12, or the grievor, or an employee who is subpoenaed by either party as a witness in an arbitration hearing, shall not suffer any loss of pay or any time lost in processing complaints or attending grievance meetings, mediation or arbitration hearings. However, such an employee shall not leave the employee=s regular duties to discuss any business in respect of a grievance without first obtaining permission from the employee=s Department Head. The employee shall notify the employee=s immediate supervisor when returning to duty.

ARTICLE 13 - ARBITRATION

- 13.01 Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability. The Board of Arbitration shall have the power to modify disciplinary measures imposed by the Employer, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 13.02 The party requesting arbitration must set forth in writing the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.
- 13.03 Within seven (7) days of receipt of the said notice of arbitration, each party shall notify the other in writing of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador to appoint a representative on behalf of the defaulting party.
- 13.04 The two (2) arbitrators so appointed shall within ten (10) days of the appointment of the latter appoint a third arbitrator who shall be Chairperson. The three (3) parties thus appointed shall constitute the Arbitration Board. In the event that the two (2) representatives of the parties to the Agreement fail to agree on the

appointment of a Chairperson within the aforementioned ten (10) days, the Minister of Human Resources, Labour and Employment of the Government of the Province of Newfoundland and Labrador may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.

13.05 Within a reasonable time, not to exceed forty (40) days following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. A copy of the Board's decision shall be immediately given to both parties to the dispute and this decision shall be binding on both parties as provided for in Section 23 of The Labour Relations Act, SN, 1977, C. 64.

13.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.

13.07 The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Union. Each party shall bear the expense of its nominee on the Arbitration Board.

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

13.09 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event, the foregoing provisions of the Article shall apply equally to a single arbitrator when reference is made to an Arbitration Board.

* 13.10 Expedited Arbitration

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

(a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole arbitrator.

(b) The parties will present argument/rebuttal based on:

- issue(s)
- applicable provisions of the Collective Agreement
- general principle of arbitration case law which is applicable

- relevant arbitration awards / legislation / texts if applicable, and how they apply
 - remedies requested.
- (c) The party bearing the onus of proof will proceed first and rebut if necessary.
- (d) The parties by mutual agreement will decide whether or not to call witnesses or submit evidence.
- (e) All decisions will be “without prejudice” to any other case(s) with no precedent value being applied to any other case.
- (f) The parties agree that decisions arising out of these arbitrations will not be considered for judicial review.
- (g) Where the parties mutually agree, any step of the process may be altered, if deemed necessary.

ARTICLE 14 - DISCIPLINE, SUSPENSION, AND DISCHARGE

- 14.01 The Employer shall have the right to discipline, suspend, or discharge an employee for just and sufficient cause. Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. In the event the Employer initiates a disciplinary action against an employee, the following procedures shall be followed:
- (a) When disciplinary action is taken against an employee, the employee shall, within three (3) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
 - (b) Where an employee claims to have been unjustly dealt with, the employee shall have the right to be heard in accordance with the procedure for adjustment of grievances as set out in Article 12.
 - (c) Where cause for discipline, suspension or discharge is alleged to exist, the employee may be suspended during an investigation and shall be notified in writing by the Director of Human Resources and/or designate of the decision and the cause. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from the employee=s place of employment, it shall be with pay.
 - (d) Where the decision is for discharge, the matter may be taken up at Step 2 of the Grievance Procedure.

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

14.03 (a) The University shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee=s duties provided that the University is satisfied that: the employee performed duties required by the University; the employee acted within the scope of the employee=s employment; and, that the employee did not engage in willful misconduct.

* (b) When employees are engaged in official activities that take them away from their usual work locations, and if an incident occurs that involves any kind of injury to students, colleagues, or other persons, the University shall fully indemnify and save harmless employees from all loss, cost, expense, judgment or damage on account of any injury or damage to students, colleagues, or other persons which might occur as the result of such off-campus work. Memorial University must maintain adequate insurance to meet such liability.

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

ARTICLE 15 - PERSONAL FILES

15.01 Copies of documents placed on an employee=s personal file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee by registered mail or by hand. Copies of such documents shall also be supplied concurrently to the secretary of the union who shall hold such in the strictest confidence. The employee shall acknowledge receiving such documents by signing the file copy. Employees shall have the right to respond in writing to any documents placed in their file and their response shall also form part of their personal file.

15.02 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.

15.03 When an employee has a grievance, those copies referred to in Clause 15.01 and retained in the personal file will be made available to the employee.

- 15.04 An employee shall have, on giving reasonable notice, access to the employee's personal file.
- 15.05 Copies of documents in an employee's personal file may be made available to the employee, on request.
- 15.06 There shall be only one (1) recognized personal file and that file will be the one (1) maintained by the Department of Human Resources.
- 15.07 This file, referred to in Clause 15.06, shall not contain any anonymous material. Employees have the right to challenge any document found in the employee's file.

ARTICLE 16 - STRIKES & LOCKOUTS

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

ARTICLE 17 - ACCESS AND SHOP STEWARDS

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

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

- 18.01 With the approval in writing of the Director of Human Resources and/or designate and where the operational requirements permit, time off without loss of pay, benefits, and seniority, not to exceed one hundred (100) person days a year in total will be granted, provided there is no cost to the Employer.
- 18.02 (a) Time off without loss of pay, benefits, and seniority will be granted, to employees who are members of the Negotiating Committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a maximum of seven (7), inclusive of the representatives of the Sir Wilfred Grenfell College.
- (b) The Union shall provide as much notice to the Employer as is reasonably possible of the names of the members of the Union negotiating committee.
- 18.03 Leave without pay up to one (1) year, subject to renewal, shall be granted, upon application to the Board, to an employee upon being appointed or elected to a full-time office in the Canadian Union of Public Employees or its affiliates.

ARTICLE 19 - SENIORITY

- 19.01 (a) Seniority for members of the Bargaining Unit on the seniority list as of October 25, 2000, shall be defined as length of service with the Employer.

Seniority for members of the Bargaining Unit hired after October 25, 2000, shall be defined as length of service in the Bargaining Unit and shall date from the most recent entry into a Bargaining Unit position.

Seniority shall operate on a bargaining unit wide basis.

- * (b) A seniority number shall be assigned to each employee which will be retained by the individual until termination of employment or loss of seniority as per Article 19.02, at which point the number shall be retired and not subsequently issued to any other employee. All employees shall be included in this process.

- 19.02 The seniority of an employee shall be lost and all rights forfeited and there shall be no obligation to rehire when the employee:

- (a) resigns or otherwise terminates the employee's services by voluntary act and does not withdraw the resignation within two (2) working days of its submission;

- (b) is discharged for just and reasonable cause and is not reinstated;
 - (c) fails to return to work upon expiration of leave of absence;
 - (d) is absent without leave for three (3) working days without notification to the Employer; when such notification is reasonably possible;
 - (e) is laid off for a period of twenty-four (24) months or more (it shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address for recall purposes);
 - (f) is not re-employed within twenty-four (24) months after the employee's last contract of employment lapsed.
- 19.03 (a) The Employer shall maintain a seniority list of permanent (including sessional) and contractual employees showing the date upon which each employee's service commenced.
- (i) Up to October 25, 2000, seniority for sessional employees and contractual employees will be accumulated as actual hours worked in all contracts of employment, excluding overtime hours, provided that the employee has not lost seniority in accordance with Clause 19.02.
 - (b) Effective October 25, 2000, when applying the seniority provision of the Agreement the lower of the last three digits of the employee's social insurance numbers will be used to determine preference where seniority entitlements are equal.
- * (c) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year, such list to be correct to January 1st and July 1st of that year. Any objections must be filed with the Employer in writing within thirty (30) days of posting. After that period, the Seniority List shall be deemed as correct, until next posted.
- 19.04 After completion of the probationary period, seniority shall be effective from the original date of employment.
- 19.05 Excepting as provided under Article 22 (Resignations and Terminations) no employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

19.06 Role of Seniority in Layoffs

- (a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those being retained have sufficient qualifications to perform the work required.
- (b) Subject to Clause 19.07, contractual employees within a classification within a department shall be laid off before any permanent employees within the classification within the department are laid off provided that the permanent employees retained have sufficient qualifications to perform the work required.

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

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

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

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

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

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

(c) The original employee affected and each subsequent employee shall exercise the right to displace an employee within ten (10) days of being

given notice of layoff. The time limit may be extended by mutual agreement.

- (d) For periods of temporary layoff of twenty-two (22) weeks or less, sessional employees shall be laid off in reverse order of seniority within a classification without the right to bump or displace any other employee. If the layoff extends beyond twenty-two (22) weeks, a sessional employee shall reactivate full layoff and bumping rights in accordance with the preceding provisions of this clause.

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

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

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

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

19.12 Layoff Notice and Employee Option on Layoff

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

19.13 An employee who has been displaced as a result of layoff or bumping and who bumps to a position with a lower band level than the employee's existing position and is subsequently laid off or displaced shall retain the right to bump from the band level at which the employee was originally laid off or bumped.

ARTICLE 20 - JOB POSTING

* 20.01 a) When a vacancy or new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the position in accessible places on the Employer's premises. Such notices shall contain all pertinent information and shall be posted for a minimum of five (5) days. Applicants

from within the Bargaining Unit, including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four (24) months will be considered and a decision made before advertising outside the University.

- b) Notwithstanding the above, simultaneous advertising inside and outside the University may be utilized by the mutual consent of the parties.
- c) Contractual Employees who leave a Bargaining Unit position prior to the contract end date but remain employed with the University shall retain the right to apply for bargaining unit positions for twenty four (24) months and will be considered and a decision made before applicants from outside the bargaining unit are considered.
- d) Notwithstanding the above, the Employer may simultaneously advertise inside and outside the University under the following conditions:
 - Where existing market conditions indicate a limited availability of specific skill sets within the bargaining unit, as mutually agreed by the parties.
 - Where an identified position (as noted above) has been advertised within the University in the last three (3) months without an internal union applicant meeting the minimum qualifications.
 - Where the position is classified at Band Level 1.
- e) Copies of all job postings shall be available to the Union.

20.02 Such notices shall contain information consistent with the classification specification.

20.03 All positions within the Bargaining Unit shall be open to male and female applicants.

20.04 The Employer will acknowledge in writing receipt of applications for all job vacancies within ten (10) days.

* 20.05 The Employer may consider applicants from a previous internal competition for a position with the same job title and qualifications. Such position must be within the same unit as the former posting and must occur within three (3) months of the original competition closing date.

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

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

ARTICLE 21 - APPOINTMENTS AND STAFF CHANGES

- 21.01 (a) All appointments of newly hired permanent and sessional employees shall be probationary for a period of six (6) months.
- (b) The probationary period for contractual employees in the CUPE 1615 bargaining unit moving to a permanent or sessional position shall be six (6) months except as follows:
- (i) When a contractual employee is appointed to a permanent or sessional position that he/she currently occupies for a period of six (6) months or more, the employee will not be required to serve a probationary period, but shall be confirmed on appointment.
 - (ii) A contractual employee with more than twelve (12) months of service who is successful in a job competition for a permanent or sessional position in a different department or classification shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 21:07 (a)
 - (iii) A contractual employee who is confirmed as permanent in accordance with Article 52.01 shall not be required to serve a probationary period.
- 21.02 Each employee shall be notified in writing at least two (2) weeks before expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.
- 21.03 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.
- 21.04 Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President.
- 21.05 Both parties recognize:
- (a) the principle of promotion within the service of the Employer;
 - (b) that job opportunities should increase in proportion to length of service.

- 21.06 Subject to Clauses 19.02 and 21.09, candidates for a position will be assessed on the basis of the qualifications and capabilities required for the position and where the candidates are determined to be relatively equal, seniority shall be the governing factor in determining promotions, filling posted job vacancies, and determining order of layoff or rehire for permanent, sessional and contractual employees.
- 21.07 (a) A successful applicant for promotion or transfer shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by mutual consent. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.
- (b) In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the new job classification, or the position proves unsatisfactory during the trial period, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.
- (c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.
- (d) A permanent employee who is promoted or transferred to a contractual position, within the bargaining unit, shall retain their permanent status and shall revert to the employee's former position and applicable pay rate at the end of the contractual period. If the employee's former position has been declared redundant, upon expiry of the contractual position, the employee may exercise bumping rights to retain a permanent position.
- 21.08 Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.
- 21.09 An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.
- 21.10 An employee who, through advancing years, is unable to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.

21.11 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the Bargaining Unit.

21.12 Upon promotion to a position carrying a higher salary scale, the rate of pay of an employee shall be established at the nearest step on the employee's new salary scale which exceeds the existing rate by not less than five percent (5%) but not to exceed the maximum of the employee's new salary scale.

21.13 Upon request, an unsuccessful applicant for a position will be entitled to a meeting to discuss the reasons why the employee was unsuccessful in the job competition. This meeting shall be attended by, at least, one (1) of the Departmental interviewers involved in the decision.

21.14 Voluntary Demotion

The rate of pay of an employee voluntarily demoted shall be established at a point on the new pay range that does not exceed the employee's existing rate. If the employee's existing rate falls between two steps on the new pay range, it shall be adjusted to the lower step and if the employee's existing rate exceeds the maximum for the new pay range, it shall be reduced to the maximum for the new pay range.

21.15 Involuntary Demotion

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

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

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

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

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

ARTICLE 22 - RESIGNATIONS AND TERMINATIONS

- 22.01 An employee is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not in any case be less than two (2) weeks.
- 22.02 If an employee leaves the employment of the University without proper notice of termination, as provided for by these rules or during the period of such notice, the employee's salary shall cease as from the date on which the employee last performed the employee's duties at the University.
- 22.03 Subject to Article 19 (Seniority) the appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a Department or Section, or change in Departmental or University structure, which negates the function of the employee's appointment or involves an adjustment in employees performing such functions. The University agrees to consult the Union prior to taking such action. In the case of such terminations, every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given three (3) months' notice of such action. Where the appointment of an employee is terminated under this Clause, the employee shall receive a severance grant of:
- (1) In the case of an employee with at least one (1) year's continuous service but not in excess of five (5) years' continuous service - two (2) days' pay for each year of service.

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

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

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

ARTICLE 23 - SEVERANCE PAY

- 23.01 (a) An employee with not less than nine (9) years of continuous service with the University is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or death, severance pay equal to five (5) days' pay for each year of service up to a maximum of one hundred (100) days' pay.
- (b) Sessional employees shall be eligible for severance pay provided they have accumulated not less than nine (9) years of actual service.
- (c) A contractual employee with not less than nine (9) years of continuous service with the University is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or death, severance pay equal to five (5) days= pay for each year of service up to a maximum of one hundred (100) days= pay.
- 23.02 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service and shall be counted as service in determining whether or not the employee has achieved the nine (9) year threshold. Periods of Long Term Disability or authorized leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service in the calculation of the severance grant. Periods of layoff shall not be counted

as service in the calculation of the severance grant nor shall it interrupt the accumulation of service accrued to that point, or in determining the threshold.

- 23.03 An employee who is re-employed after receiving severance pay, as provided for under this Article, may be entitled to severance pay for subsequent periods of employment provided that:
- (a) the employee has been out of the employ of the University for a period not exceeding the number of days for which severance pay was paid.
 - (b) the employee refunds the proportionate part of such severance pay.
- 23.04 The maximum amount of severance pay which an employee can receive under this Article, irrespective of the number of years' of service or periods of employment, shall not exceed the number of days as specified in Clause 23.01.
- 23.05 Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

ARTICLE 24 - HOURS OF WORK

- 24.01 The standard work week shall be from 00:01 Monday to the following Sunday at 24:00 hours.
- 24.02 Except as provided in 24:07 (a) the scheduled work day and work week for Administrative, Instructional, Technical, and Technical Support Personnel shall be seven hours per day and thirty-five (35) hours per week exclusive of lunch periods.
- 24.03 The principle of "Averaging" daily hours over a work week may be applied where the averaging of hours is part of the employee=s regular work schedule.
- 24.04 It is the intention of the Employer that the current working schedules will be maintained. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Union on such hours of work; and in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the University.
- 24.05 (a) Each employee shall be allowed one twenty (20) minute break during the first half of each shift at a time scheduled by the Department Head.
- (b) Where a regular posted shift exceeds seven hours any employee so scheduled shall be entitled to a second twenty minute rest period.

- 24.06 Employees shall not be required to layoff during regular hours to equalize overtime.
- 24.07 (a) Summer hours for all Administrative, Instructional, Technical and Technical Support Personnel shall be 32 1/2 hours. Summer hours shall commence on the first Monday of June in each year and continue for thirteen (13) weeks. Time worked in excess of 6 2 hours per day or 32 1/2 hours per week during this period shall be considered overtime and payment will be made in accordance with the overtime rates set out in Article 26.
- (b) In the case of flexible work schedules, overtime will only be paid for time worked in excess of 32.1/2 hours per week.
- (c) (i) When an employee takes the whole day off it will be recorded as seven (7) hours (i.e. 9 - 5 p.m. - actual hours paid)
- (ii) When an employee takes the whole afternoon off, it will be recorded to include the half hour paid, but not worked, during the summer (i.e. 2 - 4:30 p.m. will be recorded as three hours)
- (iii) When an employee takes less than the whole afternoon, it will be recorded as actual hours absent from work, excluding the half hour paid but not worked (i.e. 3 - 4:30 p.m. will be recorded as 1 1/2 hours).
- (d) For Flexible work schedules, employees who take a full day or an afternoon off will be charged for the half hour paid but not worked.

ARTICLE 25 - SHIFT PREMIUM AND STAND BY PAY

* 25.01 Shift Premium

- (a) Shift differential
A shift differential of seventy-two (72) cents per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day, excluding those employees working on a recognized day shift.
- (b) Saturday and Sunday Differential
A Saturday and Sunday differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid for each hour worked on a regularly scheduled shift by an employee between the hours of 0001 hours Saturday and 2400 hours Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, he/she shall receive both.

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

(i) The meal break will be rescheduled as soon as practical to the employee's normal meal break; or

(ii) in the event that this is not practical, then the employee will be provided with a meal.

* 25.03 Stand-By Pay

(i) An employee required to perform standby duty shall be paid ten dollars (\$10.00) for each eight (8) hour shift of standby.

(ii) When a standby is required on a statutory holiday, the rate of compensation shall be twelve dollars and twenty cents (\$12.20) for each eight (8) hour shift of standby.

(iii) The above provisions of 25.03 i) and 25.03 ii) shall apply only to the Technical Services – Biomedical Division, and any other Department by the mutual agreement of the parties.

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

ARTICLE 26 - OVERTIME

26.01 The provisions of this Article shall apply to all employees in the Bargaining Unit except Television Producer/Directors and Student Affairs Officers.

26.02 When an employee is required to work in excess of thirty-five (35) hours per week, the employee shall receive overtime pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or the employee may, upon request, receive compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour worked in excess of thirty-five (35) hours per week.

26.03 Where it is agreed to grant time off under Article 26.02, the Department Head will endeavour to grant time off at a time suitable to the employee; however, if such time off is not granted within two (2) months, the employee will receive pay at the applicable rate.

- 26.04 An employee's regular hourly rate shall be calculated by dividing the employee's annual salary by 1820.
- 26.05 All overtime shall be authorized by the Employer and scheduled by the Department Head.
- 26.06 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- * 26.07 Where possible, overtime and callback time shall be distributed as evenly as practical among employees, first from the same classification in the same division/department, who are willing and qualified to perform the required work.

ARTICLE 27 - CALL BACK

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

ARTICLE 28 - UNIVERSITY HOLIDAYS

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

1. New Year=s Day	8. Mid-July Holiday
2. 2 January Holiday	9. Regatta Day
3. March 17	10. Labour Day
4. Good Friday	11. Thanksgiving Day
5. Commonwealth Day	12. Armistice Day
6. Discovery Day	13. Christmas Day
7. Memorial Day	14. Boxing Day
- (b) In addition to the holidays referred to in (a) above, full-time employees will receive two additional days off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two

(2) days off between Christmas and New Years will bank two (2) days to be taken at a later date. Part time employees who would normally be required to work during the Christmas/New Years period will be granted time off on a prorated basis.

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

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

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

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

ARTICLE 29 - ANNUAL VACATION

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

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

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

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

- 29.05 Fractions of annual vacation entitlement of one-half (1/2) a day or more shall be considered as one (1) full day.
- 29.06 The vacation year shall be from April 1st in any one (1) year to March 31st in the next succeeding year, and annual vacation entitlement shall be computed as of March 31st.
- 29.07 Subject to operational requirements, the Department Head, in consultation with the employees, shall determine the method of selecting vacation dates. In the event that agreement cannot be reached, then seniority shall prevail. Vacation schedules shall be posted by May 1st each year, and shall not be changed except by mutual consent.
- 29.08 Annual vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) Subject to the recommendation of the Department Head and the approval of the Director of Human Resources, an employee may carry forward to another year any portion of annual leave unused in previous years until by doing so the employee has accumulated a maximum of:
 - (i) Twenty (20) days annual vacation if the employee is eligible for fifteen (15) or twenty (20) days in any year.
 - (ii) Twenty-five (25) days annual vacation if the employee is eligible for twenty-five (25) days in any year.
 - (b) Where, because of extended sickness or other disability, annual vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the vacation due may be carried forward to another year subject to paragraph 29.08 (a) of this section.
 - (c) An employee who is required by the Department Head to defer annual vacation or a portion thereof to the following year, in the interests of the University, shall upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Director of Human Resources.
 - (d) An employee shall receive payment in lieu of time off for any unused annual vacation entitlement or portion thereof due the employee as of the effective date of the cessation of employment.
- 29.09 At the time of termination, any vacation taken in excess of total entitlement shall be adjusted for by deduction from salary and/or pension contributions.

- 29.10 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 29.08 (b) and (c) of this section.
- 29.11 Subject to Article 30.04 - Sick Leave and Article 31.04 - Bereavement Leave an employee who has entered upon annual vacation leave may not change the status of the employee's absence to any other type of leave.
- 29.12 An employee may, upon giving at least ten (10) days notice, receive on the last office day preceding commencement of the employee's annual vacation any pay cheques which may fall due during the period of vacation.
- 29.13 When a designated University holiday for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

ARTICLE 30 - SICK LEAVE

- 30.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.
- 30.02 Sick leave benefits for prolonged periods of disability are provided under the Long Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.
- 30.03 Sick leave benefits for lesser periods will be granted in accordance with the following:
- (a) A "Reason for Absence Form" completed and signed by the employee, must be provided to the Human Resources Office through the Department Head. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary and employees are not required to provide private, personal or confidential information regarding their illness.
 - * (b) For periods in excess of four (4) consecutive days, or in excess of ten (10) intermittent days in the aggregate in a fiscal year, a medical certificate must be provided to the Human Resources Office through the Department Head.
 - (c) Excessive intermittent use of these benefits will be considered as chronic absenteeism.
- 30.04 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate.

Such leave must be applied for, and shall be granted upon the recommendation of the Head of the Department and the approval of the Director of Human Resources. Approval, when granted, will apply to the total period of such illness.

30.05 Employees appointed before April 1, 1967, who, by election, are not members of the Long Term Disability (Salary Continuance) Plan, shall be entitled only to sick leave benefits in effect at the time of their appointment (See Appendix C). Those appointed before April 1, 1967, who joined this Plan shall not receive less benefits than they would be eligible to receive under the schedule of benefits in effect at the time of their appointment.

* 30.06 Denial and/or Cessation of LTD

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

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

ARTICLE 31 - OTHER LEAVES

31.01 Assisted Leave

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

- * (a) Applications for leave will be directed to the President through the Heads, Directors, et cetera, of the Departments concerned at least three (3) months in advance of the commencement of such leave. Response by the President will be made within two (2) months of such requests.
- (b) Upon the granting of educational leave, the employee will receive an educational grant equivalent to forty (40) percent of the employee's salary. The employee and the University agree to maintain the current cost-sharing basis of the benefits section of this Agreement (Article 40).

- (c) The recipient of such assistance agrees to return to the recipient's regular duties at the University for a period equal to that of the leave. Should this not occur, the employee agrees to reimburse the proportionate amount of the educational grant to the University.
- (d) This Article will not prejudice any terms under Article 34.

31.02 Leave Without Pay

- (a) Leave without pay, for a period of up to six (6) months, may be granted on the recommendation of the Department Head and the approval of the Director of Human Resources.
- (b) Leave without pay in excess of six (6) months may be granted, upon application to the Board, for such period and under such conditions as the Board may deem fit.

* (c) Military Leave

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

* (d) Compassionate Care Leave

In accordance with Human Resources and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the employer shall grant the employee compassionate leave without pay for up to a period of eight (8) weeks in order to care for a gravely ill family member as defined by Social Development Canada.

- i. An employee may return to duty after giving his/her Employer two (2) weeks' notice of his/her intention to do so.
- ii. The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.

(iii) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.

* (e) Employees on leave under this clause who are part of the Group Insurance Plan and/or the Memorial University Pension Plan may be permitted to continue to participate in accordance with the policies established for those Plans.

31.03 Political Leave

- (a) The University recognizes the right of every citizen to enter political life if so desired. Provided proper regard is given to the instructional, technical, and service needs of the University, leave of absence shall be granted to enable the employee to contest an election. Up to four (4) weeks without pay for Provincial or Municipal elections and up to six (6) weeks without pay for Federal elections shall be granted. The employee may opt to take part or all of the employee's annual vacation during the campaign period.
- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.
- (c) In the event of the candidate being elected to the Provincial or Federal Government, the employee will be granted leave of absence without pay for the term for which the employee has been elected. At the end of this time, if the employee contests a second election and is successful, the employee is required to resign the employee's position after two (2) terms or six (6) years whichever is less. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume employment with the University; but there is no guarantee of reinstatement in the employee's former post.
- (d) With regard to an employee being elected to a Municipal Council or engaging in other political activities, a leave of absence may be granted for periodic duty, if necessary, subject to appropriate reduction in University duty and pay.

* 31.04 Bereavement Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to five (5) days in case of the death of the employee's spouse or child.
- (b) An employee shall be entitled to leave with pay, for a period of up to three (3) days in case of the death of the employee's mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or a near relative permanently residing in the employee's household.
- (c) If the death of a relative referred to in (b) above occurs outside the Province, an employee shall be entitled to leave with pay, up to a period of four (4) days for the purpose of attending the funeral.

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

31.05 Maternity/Adoption/Parental Leave

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- (a) The commencement and termination dates of an employee's maternity /adoption/ parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks' maternity/adoption/parental leave without pay under this clause.
- (b) The Employer reserves the right to require the employee to commence maternity/adoption/parental leave without pay prior to the time specified in Clause 31.05(a) if the state of the employee's health becomes incompatible with the requirements of the employee's job.
- (c)
 - (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.
 - (ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, layoff and recall.
- (d) Annual leave shall accrue during periods of maternity/adoption/ parental leave without pay.
- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy anytime prior to the scheduled beginning of the

employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.

- * (g) Periods of maternity/adoption/parental leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay.

31.06 Jury Duty or Court Leave

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

31.07 Leave for Court Appearance or Incarceration

- (a) In the event that an employee is accused of an offence which requires a court appearance, the employee shall be granted leave of absence without loss of seniority, benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such appearance. In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave without pay and without loss of seniority. The employee shall have the option of taking annual vacation leave to which the employee is entitled in lieu of all or part of the leave without pay.
- (b) If an employee is incarcerated following conviction, and the University does not elect to discipline the employee, the employee shall be granted leave of absence without pay for a maximum period of two (2) years. The employee shall have the option of taking annual leave to which the employee is entitled in lieu of all or part of the leave without pay

31.08 Leave in Special Circumstances

- (a) In special circumstances and at the request of the employee, leave with pay may be granted by the Director of Human Resources. The employee shall apply in writing directly to the Director of Human Resources with a copy to the Department Head.
- (b) Where the circumstances of the leave request are covered by the provisions of Article 31.09 the employee shall first access any leave to which he/she is entitled under that procedure.

* 31.09 Family Responsibility Leave

- (a) Subject to Clause 31.09(b) and (c), an employee shall be awarded up to six (6) days paid family leave in each two year period to be utilized in that period for the following reasons:

- (i) attend to temporary care of a sick family member ;
 - (ii) attend to needs related to the birth or adoption of an employee's child;
 - (iii) accompany a family member on a dental or medical appointment;
 - (iv) attend meetings with school or other authorities;
 - (v) attend to needs related to elder care;
 - (vi) attend to needs related to home or family emergencies
 - (vii) attend to needs related to the death of a family member;
 - (viii) attend to other personal, family or home related needs not listed above.
- (b) In order to qualify for family leave, the employee shall:
- (i) provide as much notice to the Employer as reasonably possible;
 - (ii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 31.09(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to compassionate care leave, sick leave or bereavement leave.
- (d) There are no restrictions on the use of emergency family leave except for the total family responsibility leave restriction of a maximum of six (6) days in a two (2) year period as specified in 31.09(a). The first two (2) year period shall commence April 1, 2008.
- (e) Employees may access the above noted leave by requesting up to one (1) day at a time and three (3) days per year non-emergency family leave and the employer shall approve subject only to work requirements. Work demands, applied reasonably, shall be a legitimate reason to deny non-emergency requests.

ARTICLE 32 - TEMPORARY ASSIGNMENT

32.01 For the purposes of this article:

- (a) A Temporary assignment@ shall mean the assignment of an employee, in accordance with Article 32.02(a) or 32.02(b), to another position within the bargaining unit at the same or higher band level than the employee=s current position.
 - (b) A Secondment@ shall mean the assignment of an employee, as determined by the University subject to clause 19.05 or upon application by the employee, to a position outside the bargaining unit at the same or higher band level than the employee=s current position or to a position outside the University.
- 32.02 (a) In case of temporary assignment, the Employer shall select for temporary assignment the senior employee from within the Department or Division of a Department concerned provided that the employee has the qualifications and capability to perform the work required.
- (b) Providing that no suitable senior employee is selected from within the Department or Division of the Department concerned; the vacancy shall be posted as a temporary assignment as per Article 20, Job Posting, provided the temporary assignment is in excess of thirteen (13) weeks.
- 32.03 When an employee is temporarily assigned or seconded within the University to perform any duties in a position in a higher band level, that employee shall be entitled to the salary established in accordance with Clause 32.09.
- 32.04 Subject to Clause 32.08, when an employee is temporarily assigned or seconded within the University to perform work in a position in a lower band level, the employee shall be paid at the employee's regular rate.
- 32.05 When an employee applies for and is accepted for a temporary assignment or secondment within the University to a position in a lower band level the employee shall be entitled to the salary established in accordance with Clause 21.14.
- 32.06 Where an employee is placed on temporary assignment or secondment within the University for a period of one year or more, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.
- 32.07 After an employee has been on temporary assignment or secondment within the University for a continuous period of one year, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.
- 32.08 Where an employee is required to perform overtime work which is outside the employee's classification, overtime pay shall be based upon the rate applicable to such classification.

32.09 An employee who is temporarily assigned to a position carrying a higher salary scale, the rate of pay shall be established at the nearest step on the new salary scale which exceeds the employee's existing rate by not less than five percent (5%), but not to exceed the maximum of the new salary scale.

ARTICLE 33 - TRAVEL AND MOVING EXPENSES

33.01 (a) The rates for travel shall be those established in accordance with the University Policy and Procedures Manual. The Union shall be updated as to any changes of the rates contained in the Manual.

(b) Employees traveling for less than one (1) full day which does not involve an overnight stay shall be entitled to claim the applicable meals only. The individual meal rates, including gratuity, are as set out in the University Policy and Procedures Manual.

33.02 An employee may, with the prior approval of the Department Head, use the employee=s personally owned vehicle for University business and be compensated for such use in accordance with the rates contained within the University Policy and Procedures Manual.

33.03 An employee on travel status in excess of two (2) consecutive nights shall be entitled to an additional five dollars (\$5.00) per diem in addition to that provided for under Clause 33.01 to cover the cost of personal telephone calls, laundry, gratuities, dry cleaning, valet services and other incidentals associated with travel away from home.

33.04 (a) For the purpose of this Article, "travel time" means travel on University business authorized by the Department Head, for an employee by land, sea, or air, between the employee's normal place of work as defined by the University and a location outside the employee's normal place of work to perform duties assigned to the employee by the Department Head and during which the employee is required to travel outside the employee's normal scheduled shift.

(b) "Travel time" and the methods of travel shall require the prior approval of the Department Head.

(c) (i) When the method of travel is determined by the Department Head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location designated by the Department Head and the employee's arrival at the employee's place of lodging or work, whichever is applicable, at the authorized destination.

- (ii) An employee may, with the prior approval of the Department Head, set the employee's own travel arrangements. The compensations payable may not, however, in any case be greater than if the travel arrangements had been set in accordance with Clause 33.04 (c) (i).
- (d) Subject to Clause 33.04 (c) (i), an employee who is required by the Department Head to engage in "travel time" shall be compensated at straight time rates for all "travel time" provided that the maximum amount claimable in any one day does not exceed a regular day's pay.
- (e) Travel time is to be compensated as follows:
 - (i) For travel by air, sea, rail, and other forms of public transportation, the time between the scheduled time of departure and the scheduled time of arrival at a destination plus one-half (1/2) hour.
 - (ii) For travel by personal or University vehicle, the time required to proceed from the employee's place of residence or work place, as applicable, directly to destination, and upon the employee's return, directly back to the employee's residence or work place.

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

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

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

33.06 The University will contribute up to seventy-five percent of the cost of moving an agreed amount of household goods and effects from the then place of residence to the employee's normal place of work by surface freight. No reimbursement will

be made for transportation of a motor vehicle, except in accordance with Clause 33.05 above. The University will also pay living expenses incurred by the employee and the employee's family for one (1) day at the employee's then place of residence and for a reasonable period at the employee's normal place of work.

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

* **ARTICLE 34 – PROFESSIONAL DEVELOPMENT AND TRAINING**

34.01 Educational Assistance

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

* 34.02 Professional Development/Job-Related Training

Employees will have the opportunity to avail of three (3) days or a maximum of twenty-one (21) hours professional development or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at

straight time rates on an hour-for-hour basis (time off) for up to three (3) days to a maximum of twenty-one (21) hours in the fiscal year.

* 34.03 Professional Development Fund

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

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

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

ARTICLE 35 - ABSENCE FROM THE UNIVERSITY

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

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

ARTICLE 36 - MEDICAL EXAMINATIONS

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

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

ARTICLE 37 - FUTURE LEGISLATION

37.01 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

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

ARTICLE 38 - PROTECTIVE CLOTHING

38.01 Where the Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.

38.02 Where uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue.

38.03 It is agreed that the quantity, issue, and control of such clothing shall be regulated by the Employer.

38.04 Where safety boots are required by the Employer in accordance with safety regulations, the Employer will reimburse the employee for the cost of safety boots up to a maximum of \$150.00 every two (2) years upon presentation of a suitable invoice.

ARTICLE 39 - JOB EVALUATION

39.01 An employee's position shall be classified in accordance with the University Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title or Band Level of his/her position.

39.02 Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the University shall advise the Union upon taking the action.

39.03 An employee who feels that his/her position is incorrectly classified may submit a request for job evaluation review. An employee will have access to the Aiken Plan to assist in his/her request for review. Copies of the Aiken Plan are available from the Department of Human Resources and the Union Office.

39.04 A request for job evaluation review shall not be considered on the grounds:

(a) The duties assigned to the position are unchanged.

(b) The scope of the duties and responsibilities have been improperly assigned by management.

(c) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which he/she is temporarily assigned, except long term temporary assignment which will be addressed on an individual basis.

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

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

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

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

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

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

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

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

39.10 If it is determined that the duties have been improperly assigned by management, reclassification will not apply. The Department of Human Resources will take

necessary action including appropriately compensating the employee. The result is not appealable.

- 39.11 An employee may appeal the job evaluation decision, of an employee initiated review, to the Job Evaluation Appeal Committee, as per Appendix H.

ARTICLE 40 - PENSIONS AND BENEFITS

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

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

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

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

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

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

ARTICLE 41 - LABRADOR ALLOWANCE

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

ARTICLE 42 - INJURY ON DUTY

42.01 Where an employee is injured while on duty, the employee shall receive full salary and benefits for the entire period of temporary disability as defined by the Worker's Compensation Commission, subject to Provincial legislative restrictions.

42.02 Where an employee is permanently and totally disabled as determined by the Workers' Compensation Commission, the employee shall be paid such pension and allowances by the Workers' Compensation Commission as set out in their Schedule of Benefits.

- 42.03 A permanently and totally disabled employee may continue to contribute to the University Pension Plan.
- 42.04 Where a permanently partially disabled employee is certified by a physician as fit to return to work, but can no longer carry out the duties of the employee's position, every effort shall be made to place the employee in a position consistent with the employee's qualifications and capabilities.
- 42.05 Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with the provisions of Article 14.

* **ARTICLE 43 - HEALTH AND SAFETY**

- 43.01 The Employer and the Union shall co-operate in improving policies and practices for the health and safety of employees.
- 43.02 The function of the Health and Safety Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.
- 43.03 A Health and Safety Committee, as provided for under the Occupational Health and Safety Act, shall be established composed of not more than eight (8) members composed of an equal number of representatives of the Employer and of an equal number of representatives of the Union.
- 43.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 43.05 The Health and Safety Committee shall hold meetings as the need arises, on the request of the Employer or the Union, but in any event, every two (2) months.
- 43.06 The Committee shall deal with all unsafe and hazardous or dangerous work conditions.
- 43.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Union.
- 43.08 Representatives of the Bargaining Unit on the above-mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.
- 43.09 Upon request, the Employer and the Union agree to furnish each other, in writing, any information they possess respecting conditions in the workplace.

43.10 In recognition of the legislative and regulatory requirements which exist relating to safety related training and certification under the Occupational Health and Safety Act and The Transportation of Dangerous Goods Act, the University will ensure that employees will be provided with necessary training and certification at no cost to the employee. Further, the Employer will monitor the expiry date of employee certifications to ensure that any necessary certifications are kept current.

43.11 Upon the request of an employee, and when accompanied by a physician's note, the employer shall provide an ergonomic assessment of the workstation. Appropriate chairs and desks shall be provided by the employer.

ARTICLE 44 - REVISION BY MUTUAL CONSENT

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

ARTICLE 45 - PERSONAL AND SEXUAL HARASSMENT

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

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

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

(a) Harassment based on race, religion, religious creed, gender, marital status, physical or mental disability, political opinion, colour, ethnic national or social origin, or sexual orientation, is any behaviour that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.

(b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought to reasonably know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual

nature is unsolicited, one-sided, and/or coercive. Both males and females may be subject to such actions.

- (c) Personal harassment is any behaviour by any person in the workplace that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member which the person knows or ought reasonably to know to be offensive or threatening. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the University.

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

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

ARTICLE 46 - CLOSURE OF THE UNIVERSITY

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

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

- (6) When an employee is prohibited from using the employee's own or public transportation by virtue of a declared state of emergency, the employee in either of the categories under (4) above will be provided with transportation by the University.

ARTICLE 47 - TECHNOLOGICAL CHANGE

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

ARTICLE 48 - DAYCARE

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

ARTICLE 49 - CONTRACTING OUT

- 49.01 No members of the bargaining unit will lose the member's job because of a decision of the University to contract out work normally performed by members of the bargaining unit. An employee so affected will be offered another position

within the University consistent with the employee=s qualifications and capabilities, without loss of pay or benefits.

- 49.02 Notwithstanding the provisions of Clause 49.03 and Clause 49.04, contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.
- 49.03 Prior to finalizing any decision about contracting out all or a significant part of any services provided by members of the bargaining unit, the University agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult and/or make representations on the matter to the Employer to explore alternatives to contracting out in order to retain said work within the bargaining unit.
- Should the University thereafter decide to contract out, a further thirty (30) days notice will be given to the Union, prior to such contracting out.
- 49.04 The Union shall be provided with information relating to a specific instance of contracting out upon request to the Director of Human Resources or designate.

ARTICLE 50 – GENERAL CONDITIONS

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

* **ARTICLE 51 - CONTRACTUALS.**

- 51.01 Contractual employees who have been employed in the same contractual position for five (5) continuous years will be made permanent on their fifth (5) anniversary date provided it is not a replacement position.
- 51.02 Contractual positions which have been in existence for five (5) continuous years and held without interruption by a number of employees during the five-year period shall be converted to permanent positions where it is not a replacement position. Where the incumbent has not occupied the position for a period of five (5) continuous years: one month prior to the expiration of the incumbent contractual employee=s contract of employment immediately following the fifth (5th) anniversary of the existence of the position, the position shall be posted in accordance with Article 20 - Job Posting.
- 51.03 A contractual employee=s letter of appointment shall include reference to the following: start date and end date of the appointment; salary; band level; step level; period of notice (two weeks= notice for contracts less than six (6) months= duration, four weeks= notice for contracts more than six (6) months= duration); and, eligibility to participate in the Pension and Benefit Plans in accordance with the policies established for those plans.

ARTICLE 52 - DURATION OF AGREEMENT

- 52.01 Except as otherwise provided, the Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31, 2012 and from year to year thereafter, unless either of the parties gives notice in writing, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days immediately before the date of expiration of this Agreement, of its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.

SIGNED AT ST. JOHN'S, NEWFOUNDLAND, THIS 19th DAY OF NOVEMBER, 2008.

On behalf of
Memorial University of
Newfoundland

On behalf of
Canadian Union of Public
Employees, Local 1615

WITNESSED BY

WITNESSED BY

APPENDIX "A-1"

Composition of the Bargaining Unit

The Parties agree that Appendix A "Composition of the bargaining Unit" is currently a work in progress assigned to an ad hoc committee of the Employer and the Union. This Appendix shall be updated and attempted to be finalized prior to the printing of the new Collective Agreement.

Should this exercise not be completed prior to the printing of the Agreements, then only the agreed exclusions will be noted within the Collective Agreement and other departments will be retained as Current Agreement.

This does not preclude further efforts towards a final version.

*** APPENDIX “A – 2”**

Current as of September 2008.

* Reflects Classes above Bench Band Level.

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

Current as of September 2008.

* Reflects Classes above Bench Band Level.

Position Title	Band Level				
Computer Support Specialist - QEII	04				
Computer Systems Specialist - Housing	05	07			
Concert Assistant	05				
Confocal Lab Supervisor	07				
Copyright Officer	05				
Craftsperson Apprentice	05				
Craftsperson	05	06	07	08	09
Cryogenic Officer	06				
Customs Clerk	05				
Data Entry Operator	03				
Delivery Person	01				
Digitization Services Technician	06				
Distance Education Delivery Coordinator	07				
Distance Education Production Coordinator	08				
Draftsperson	05				
Duplicating Equipment Operator	02	03	04	05	
Duplicating Satellite Supervisor	06				
Electron Microscopy Technologist	07	08			
Electronic Technologist	04	06	07	08	
Engineering Technologist	07				
Evaluations Officer	06				
Exhibition/Education Curator	10				
Facilities Custodian	03				
Field-Diving Technician	04	05			
Fine Arts Workshop Supervisor	07				
Folklore Transcriber	02				
Graduate Enrollment Officer	05				
Graphic Artist	06	07			
Grounds Maintenance Worker- BG	03				
Head Gardener	07				
Health Professional Education Specialist	08				
Histology Laboratory Supervisor	07				
Housing Clerk	02				
Igen 3 Digital Press Operator	06				
IT Consultant	05				
Instructional Assistant	07	08*			
Instructional Design Assistant	04	07			
Instructional Design Specialist	09				

Current as of September 2008.

* Reflects Classes above Bench Band Level.

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

Current as of September 2008.

* Reflects Classes above Bench Band Level.

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

Current as of September 2008.

* Reflects Classes above Bench Band Level.

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

APPENDIX "B - 1"

Salaries

Salary Implementation Formula

1. Implement the following salary scales as indicated:
2. Effective April 1, 2008
Increase each step of each salary scale by 8%
3. Effective April 1, 2009
Increase each step of each salary scale by 4%
4. Effective April 1, 2010
Increase each step of each salary scale by 4%
5. Effective April 1, 2011
Increase each step of each salary scale by 4%
6. Step Progression
 - (a) Employees shall advance two (2) steps on their respective salary scale on completion of each successive twelve (12) months of service from their last step progression subject to the maximum of the range.
 - (b) A newly hired employee shall advance two (2) steps on the salary scale on completion of twelve months service after the employee is hired and thereafter shall advance two steps for each year of service subject to the maximum of the range.
7. For the purpose of 6 above Δ service@ shall mean any time during which an employee is in receipt of full salary from the University and includes a calendar month in which an employee is on special leave without pay for twenty (20) days or less. Periods of Long Term Disability up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression.

**APPENDIX B - 2
SALARY SCALES**

APPENDIX "C"

Sick Leave Schedule for Those Not on the Long Term Salary Continuance Plan

<u>Service</u>	<u>Full Salary</u>	<u>Half Salary</u>
During the first year of service	2 weeks	none
During the second year of service	1 month	1 month
During the third year of service	2 months	2 months
During the fourth year of service	3 months	3 months
During the fifth year of service	4 months	4 months
During the sixth year of service	5 months	5 months
During the seventh and subsequent years of service	6 months	6 months

Sick leave may not be accumulated from year to year.

APPENDIX "D - 1"

Letters of Intent

PARKING FEES

November 19, 2008

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

Dear Mr. Murphy:

There shall be no increase in the parking fees beyond the increase in CPI over the life of the agreement.

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

ANNUAL VACATIONS

November 19, 2008

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

Dear Mr. Murphy:

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

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

COMPRESSED SUMMER SCHEDULE

November 19, 2008

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

Dear Mr. Murphy:

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

DIRECT DEPOSIT

November 19, 2008

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

Dear Mr. Murphy:

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

EARLY RETIREMENT INCENTIVE/PENSION PLAN

November 19, 2008

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

Dear Mr. Murphy:

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

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

PENSIONS AND BENEFITS

November 19, 2008

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

Dear Mr. Murphy:

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

BENEFITS COMMITTEE

November 19, 2008

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

Dear Mr. Murphy:

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

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

OH&S OVERSIGHT COMMITTEE

November 19, 2008

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

Dear Mr. Murphy:

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

Developmental Opportunities

November 19, 2008

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

Dear Mr. Murphy:

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

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

JOB EVALUATION REVIEW

November 19, 2008

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

Dear Mr. Murphy:

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

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

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

RECRUITMENT TOOL BOX

November 19, 2008

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

Dear Mr. Murphy:

The Employer and the Union recognize the need for the fair and equitable recruitment and promotion of employees. Employee morale and the reputation of Memorial University are improved when the process is both fair and transparent.

Further to this discussion, it is agreed that there is mutual interest that the parties involved in recruitment activities have access to development materials and training to ensure that recruitment activities are based upon full and complete information, in accordance with best practice procedures.

To support this intent, the Employer and Union agree that a Recruitment Toolbox will be developed and delivered by the Department of Human Resources, in cooperation with CUPE Local 1615, and offered to administrative personnel, managers and others involved in the recruitment process. The Recruitment Toolbox will cover the complete recruitment process including:

- 1) Evaluating the need to fill a vacant position,
- 2) Establishing selection committee,
- 3) Developing accurate job advertisement, including required competencies,
- 4) Preparing interview questions,
- 5) Establishing qualification equivalencies,
- 6) Evaluating applications and selecting those individuals to be interviewed,
- 7) Interview guidelines, including the role of the Selection Committee Chair,
- 8) Evaluating the applicants using quantitative methods,
- 9) Pertinent articles of applicable collective agreements,
- 10) Preparing recruitment recommendation,
- 11) Completing employee orientation process to the new position and
- 12) Implementing development plans.

Yours truly,

Claude Horlick
Associate Director of Human Resources
Memorial University of Newfoundland

APPENDIX “D-2”

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

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

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

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

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

Professional Development/Job-Related Training

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

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

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

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

Educational Assistance

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

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

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

Organizational Change

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

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

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

Upscale Hiring

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

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

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

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

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

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

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

Field House/School of Human Kinetics and Recreation

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

MEMORANDUM OF UNDERSTANDING

*

Apprenticeship Training Program

1. Overview

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

2. Eligibility

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

3. General Criteria

(a) Registration

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

(b) Designated Trades

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

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

(c) Previous Training

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

(d) Training Period

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

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

(e) Progression Schedule

The Rate of Pay is determined from the Department of Education, Division of Institutional and Industrial Education guidelines and is based on the current journeyperson entry rate. The Department of Education, Division of Institutional and Industrial Education recommendations are as follows:

Program Duration	Wage Rates	
7200 Hours	1 st Year	55%
	2 nd Year	65%
	3 rd Year	75%
	4 th Year	90%
5400 Hours And 4800 Hours	1 st Year	55%
	2 nd Year	70%
	3 rd Year	85%

4. Program Completion

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

5. Other Provisions

- (a) The following provisions of the Collective Agreement shall not apply to employees hired under this Apprenticeship Training Program, Clauses 21.07b, 21.07c, 21.07d, 21.08, 21.12, 21.14, 21.15, 34.01 and 34.03 and Articles 29, 32, 39, 47, 52, Appendices E, G and H.
- (b) Apprentices shall be eligible for overtime during the Apprenticeship program provided they work under the supervision of a bargaining unit Journeyperson.
- (c) Apprentices shall be entitled to accumulate vacation at the rate of one and one-quarter (1 1/4) days for each month of service. Vacation shall be accumulated by

Apprentices and they shall be entitled to request and receive vacation on the same basis as other employees.

- (d) While in school, apprentices shall be on approved leave without pay and will have the option to continue participation in the benefits program.
- (e) Apprentices shall be permitted to apply for other positions while employed as Apprentices provided they are prepared to abandon the Apprenticeship program. Should an Apprentice obtain another position, previous service as an Apprentice shall be credited for Seniority purposes only and any terms of this apprenticeship program shall discontinue.
- (f) Apprentices must work under the supervision of a Journeyperson. Apprentices shall not be used to replace full-time Journeypersons.

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

APPENDIX "E"

1. **Non-Credit Courses (excluding certificate programs)**

a) **Description**

Many educational programs are offered under the umbrella of professional and skills development through the delivery of either courses, workshops and/or seminars. These courses include knowledge and skill development to enhance an employees work performance and can be applicable for either supervisors/managers or non-supervisory employees. Such training is offered within the university through the Department of Human Resources, School of Continuing Education, Centre for Management Development (except programs that are a component of a certificate program), Fisheries & Marine Institute, and local vendors.

b) **Eligibility**

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

c) **Approval**

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

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

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

d) **Funding**

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

2. **Professional Certificate Programs**

a) **Description**

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

b) **Eligibility**

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

c) **Approval**

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

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

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

d) **Funding**

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

3. **University Credit Courses**

a) **Description**

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

b) **Eligibility**

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

c) **Approval**

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

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

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

d) **Funding**

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

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

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

4. **Reimbursement of Financial Assistance**

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

5. **Exceptions to the Policy**

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

*** APPENDIX "F"**

Labrador Benefits Agreement

ARTICLE 1 - SCOPE

1.1 This Appendix is applicable to all employees in Labrador represented by the Canadian Union of Public Employees, Local 1615 and the terms of the agreement will be considered to form an integral part of the Collective Agreement.

ARTICLE 2 - LABRADOR ALLOWANCE

2.1 Labrador Allowance for employees covered by this agreement shall be paid annually in accordance with Schedule "A":

Schedule "A"

Labrador Allowance

	DATE	SINGLE	DEPENDENT
GROUP 1	April 1, 2005	\$2150	\$4300
	April 1, 2006	\$2150	\$4300
	April 1, 2007	\$2475	\$4950
	April 1, 2008	\$2475	\$4950
GROUP 2	April 1, 2005	\$2600	\$5200
	April 1, 2006	\$2600	\$5200
	April 1, 2007	\$2875	\$5725
	April 1, 2008	\$2875	\$5725
GROUP 3	April 1, 2005	\$2725	\$5450
	April 1, 2006	\$2725	\$5450
	April 1, 2007	\$3000	\$5975
	April 1, 2008	\$3000	\$5975

In the case of a married couple who are both employed by Memorial University of Newfoundland, Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this Article.

This allowance shall be paid to an employee on a pro-rated basis in accordance with the employee=s hours of work, excluding overtime, in the previous twelve month period.

ARTICLE 3 - TRAVEL ALLOWANCE

3.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and the employee's dependent(s).

	DATE	EMPLOYEE	DEPENDENT
GROUP 1	April 1, 2005	\$650	\$450
	April 1, 2006	\$650	\$450
	April 1, 2007	\$700	\$500
	April 1, 2008	\$750	\$550
GROUP 2	April 1, 2005	\$700	\$500
	April 1, 2006	\$700	\$500
	April 1, 2007	\$750	\$550
	April 1, 2008	\$800	\$600
GROUP 3	April 1, 2005	\$750	\$550
	April 1, 2006	\$750	\$550
	April 1, 2007	\$800	\$600
	April 1, 2008	\$850	\$650

3.2 This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to the employee=s hours of work in the previous twelve (12) month period ending March 31st, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

3.3 An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 3.2 based on the employee=s hours of work in the current fiscal year. In the case of death the payment shall be made to the employee=s beneficiary or estate.

3.4 For the purpose of calculating this benefit the following leaves shall be considered as hours of work:

- (a) Maternity Leave/Parental Leave/Adoption Leave
- (b) Injury-on-Duty/Workers= Compensation Leave
- (c) Paid Leaves
- (d) Any other period of unpaid leave for which the employee is eligible to accrue service.

3.5 The provisions of 3.4 will not apply when the employee would otherwise have been laid off.

3.6 The provision of 3.4 (d) will apply only to employees who have worked or have been credited with hours of work under 3.4 (a) (b) or (c) for a period of 20 days in the aggregate in the qualifying period.

- 3.7 In the case of a married couple who are both employed by Memorial University of Newfoundland, Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

ARTICLE 4 - LEAVE

- 4.1 Permanent employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been interruptions to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 5 - PROTECTIVE CLOTHING

- 5.1 Protective clothing will be provided in accordance with the specific provisions of the Collective Agreement.

ARTICLE 6 - RELOCATION EXPENSES

- 6.1 Relocation expenses will be provided in accordance with the specific provisions of the Collective Agreement.

ARTICLE 7 - EXISTING GREATER BENEFITS

- 7.1 No provision of this Appendix shall have the effect of reducing any benefit for any employee which exists in the Collective Agreement outlined in Article 1.

ARTICLE 8 - DEFINITIONS

- 8.1 "Dependent" - for the purpose of this Appendix, dependent means a spouse, whether of the same or opposite gender, or children under age eighteen (18) years of age, or twenty four (24) years of age if the child is in full-time attendance at a school or post secondary institution.

“SCHEDULE A”

COMMUNITY GROUPING

GROUP 1

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

GROUP 2

Red Bay
L’Anse au Loup
L’Anse au Clair
Forteau
Pinware
West St. Modeste
Mud Lake
Cartwright
Mary’s Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

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

APPENDIX "G"

Deferred Salary Leave Plan

1. PURPOSE

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

2. ELIGIBILITY

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

3. APPLICATION BY EMPLOYEE

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

4. DEDUCTION AND LEAVE OF ABSENCE PAYMENT

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

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

5. OTHER CONDITIONS

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

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

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

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

6. WITHDRAWAL

- (a) An employee may withdraw from the Plan, at any time for any reason, and receive all monies deferred to the fund plus accumulated interest. An employee must withdraw upon resignation of employment.
- (b) An employee whose employment is terminated in accordance with Article 14 or 22, or who is laid off in accordance with Article 19, will be paid out all monies deferred plus accumulated interest.
- (c) Should an employee die while participating in the Plan, any monies deferred to the fund plus accumulated interest will be paid to the employee's estate.
- (d) An employee who withdraws from the Plan is required to wait a minimum of twelve (12) months before applying again.
- (e) Payment to the employee shall be made within sixty (60) days of withdrawal from the Plan. Income tax will be payable on the amount withdrawn.

7. CHANGES IN THE PLAN

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

APPENDIX H

Job Evaluation Appeal Procedures

A. Definitions:

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

B. Constitution of Job Evaluation Appeal Committee:

- (I) There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair.
- (II) The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
- (III) The Committee shall hold meetings on appeals and shall meet with the appellant, Department Head and a representative from the Department of Human Resources to assist the Committee in conducting the appeal.
- (IV) The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Administration and Finance) and Legal Counsel.
- (V) The appellant may be accompanied by another person of the appellant=s choice from within the University or the Union, who may address the Committee on the appellant=s behalf.

- (VI) The employing Department concerned shall allow time off from regular duties to any employee who is required to meet with the Committee, or the person accompanying the appellant. In respect of such absence, the employee shall be regarded as being on authorized absence with pay.
- (VII) The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Aiken Plan within Memorial University of Newfoundland. Training in the application of the AIKEN Plan will be provided to all committee members, as required.
- (VIII) The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.
- (IX) The Committee members, including the Chair, will be appointed for a one (1) year period, renewable.

C. Procedures:

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

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

5. Changes to a higher Band Level will be processed in accordance with Article 21.12.
6. The decision of the Appeal Committee is final.

YOU ARE THE UNION

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

- Do Study the Constitution.
- Do Study the By-Laws.
- Do Study the Agreement.
- Do Attend as many meetings as possible.
- Do Get acquainted with the Steward in your Department.
- Do Learn the difference between a grievance and complaint.
- Do Memorize the Order of Business and follow it when attending meetings (when in doubt ask guidance of the Chair).
- Do Think before WE vote!

- Don't Say "**Why** doesn't the Union" instead of "Why don't WE ...?"
- Don't Stay away from meetings and gripe about "Unwise" decisions afterwards.
- Don't Attend meetings that may be of a disciplinary nature without the presence of a shop steward.
- Don't Think that if things are not to OUR liking there just isn't anything WE as individuals can do about it.
- Don't Believe the Union is not vitally important to US. Next to OUR home and family, the Union is OUR most important interest.
- Don't Leave this booklet at home - carry it at all times.

Eligibility (for election to office)

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

WHAT YOUR UNION DOES FOR YOU

A Union Agreement Provides:

Guaranteed wage rates.

Job security.

Grievance procedure.

Paid vacations and Statutory Holidays.

Regular hours of work.

Overtime premium.

Opportunity for progression through job posting.

Compassionate leave with pay.

A means of establishing and maintaining satisfactory working conditions.

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