COLLECTIVE AGREEMENT

between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

On Behalf of Campus Enforcement and Patrol Personnel (LOCAL 7803 and 1804)

April 1, 2022

to

March 31, 2026

Signed: October 31, 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

- **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, security and safety of all employees in the Bargaining Unit of the Union.
- 1.02 In the event that there is a conflict between the content of this Agreement and any regulations made by the Employer, this Agreement shall take precedence over the said regulations.
- 1.03 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** (a) "Association" or "Union" shall mean the Newfoundland and Labrador Association of Public Employees.
 - (b) "Bargaining Unit" shall mean the bargaining unit recognized in Article 3 of this Agreement.
 - (c) "Contractual Call-In" shall mean a call-in employee who may be employed in a scheduled or non-scheduled shift and whose terms of employment are specifically stated in the employee's letter of appointment.
 - (d) "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.
 - (e) "Day" means a working day unless otherwise stipulated in the Agreement.
 - (f) "Employee" or "employees" where used is a collective term, except as otherwise provided herein, including all persons employed in classifications contained in the Campus Enforcement and Patrol bargaining unit.

- (g) "Employer" shall mean the Memorial University of Newfoundland.
- (h) "Gender" shall mean the language in this agreement shall be gender neutral.
- (i) "Layoff" shall mean a temporary cessation of employment because of lack of work, reduction of hours of full-time employees, or because of the abolition of a post, but retaining all recall rights in accordance with Article 19.
- (j) "Month of Service" shall mean a calendar month in respect of which the employee or contractual employee is paid at the rate of full salary for not less than two thirds (2/3) of the number of working days in the month.
- (k) "Notice" means notice in writing which is hand delivered or delivered by registered mail.
- (I) "Part-time employee" means a person who works less than the full number of working hours in each working day or less than the full number of working days in each work week.
- (m) "Permanent employee" means a person who has completed the probationary period and is employed on a full-time basis without reference to any specified date of termination of service.
- (n) "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.
- (o) "Secondment" shall mean the assignment of an employee to a position outside the bargaining unit. The secondment shall be by application.
- (p) "Temporary assignment" shall mean the assignment of an employee to another position within the bargaining unit at the same or higher band level than the employee's current position. The Employer shall select for temporary assignment the senior employee from within the Department provided that the employee has the qualifications to perform the work required. No employee can be temporarily assigned outside the bargaining unit without their consent.
- (q) "Vacancy" shall mean an opening in the bargaining unit that the Employer requires to be filled that is known to be of a definitive sixty (60) days or greater in duration.
- (r) "Year" shall mean a twelve (12) month period starting April 1 of one (1) year until March 31 of the next year.

ARTICLE 3 - RECOGNITION

- * 3.01 The Employer recognizes the Association as the sole Collective Bargaining Agent for classes of employees, in the Office of the Chief Risk Officer, and for Grenfell Campus, Department of Facilities Management, as listed in Schedule "A."
 - When new classifications or positions are developed, the Employer agrees to consult with the Association as to whether such classifications or positions should be included in the Bargaining Unit. Should the Association and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
 - 3.03 (a) No employee of the bargaining unit will lose the employee's job because of a decision of the University to contract out work normally performed by that employee. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities, without loss of pay and benefits.
 - (b) No employee of the bargaining unit shall be laid off because the principal duties of that employee have been reassigned to or assumed by an employee, excluding summer relief students, outside the bargaining unit. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities, without loss of pay or benefits. At no time shall the use of students decrease the hours of work of regular or contractual employees.
 - (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.
 - 3.04 Except in short term emergency or unforseen circumstances, management personnel at Grenfell Campus in Corner Brook and St. John's Campus will not perform Campus Enforcement and Patrol work.
 - 3.05 While on assignment, students will be under the jurisdiction of the regular Campus Enforcement and Patrol Officer assigned to the particular area as part of a regular patrol and will be considered a member of the regular Campus Enforcement and Patrol force while on duty.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - EMPLOYEE RIGHTS

- 5.01 Notwithstanding anything contained in this Agreement, any employee may present a personal complaint to the Employer.
- 5.02 At the employee's request, the employee shall be permitted to have a Union representative present at any meeting with the Employer concerning a matter arising out of the Collective Agreement.
- 5.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

ARTICLE 7 - FUTURE LEGISLATION

- 7.01 In the event that any law passed by the Government applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 7.02 If legislation results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to this Agreement.

ARTICLE 8 - ASSOCIATION SECURITY AND CHECKOFF

- 8.01 All employees and contractual employees of the Employer, coming within the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the union.
- 8.02 All new employees and contractual employees shall, as a condition of employment, become and remain members in good standing of the union from the date of hiring.

8.03 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 Steward or representative will provide the new employee with a copy of the Collective Agreement.

The Employer agrees to honour a written assignment of dues to the Association certified as the Bargaining Agent and; unless the assignment is revoked in writing, delivered to the Employer, the money so deducted shall be forwarded to the Secretary Treasurer of the Association monthly. The Employer will forward to the Association with the first dues deduction cheque following the signing of the Agreement, a list showing the names of the employees from whom dues have been deducted and each month thereafter, a list showing deletions by the 21st day of each month. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 7, of the Newfoundland and Labrador Labour Relations Act.

ARTICLE 9 - APPOINTMENTS

- 9.01 Upon initial appointment to a position in the bargaining unit an employee shall be probationary for a period of six (6) months. Upon appointment from one position to another an employee shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 9.07.
- 9.02 Each employee shall be notified in writing upon the expiry date of the applicable probationary period as to whether the employee's appointment is terminated or confirmed.
- 9.03 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.

- **9.04** Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President.
- 9.05 Upon request, an applicant or appointee shall submit a certificate on a University approved form by a medical doctor of an examination made by such doctor, showing to the satisfaction of the University that the applicant or appointee is medically fit for the proper performance of the duties of the post applied for.
- 9.06 A probationary employee shall have recourse to the grievance procedure provided that termination of employment for reason of unsuitability or incompetence, as assessed by the Employer, shall not be the subject of a grievance.
- 9.07 A successful applicant for promotion or transfer shall be placed on trial for a period of two months, which period may be extended up to two months by mutual consent. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position and salary level consistent with the employee's former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position or found alternate employment at a salary level consistent with the employee's former position, without loss of seniority.
- 9.08 Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling of 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.
- 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 and the employee has the qualifications and ability to perform the work required.
- 9.10 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 and the employee has the qualifications and ability to perform the work required.
- 9.11 Within seven 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.

9.12 (a) The rate of pay of an employee paid on other than an hourly basis upon promotion to a position carrying a higher Band Level shall be established at the nearest step on the employee's new Band Level which exceeds the employee's existing rate by not less than five percent (5%) but not to exceed the maximum of the employee's new Band Level.

(b) Voluntary Demotion

The rate of pay an employee voluntarily demoted shall be established at the rate the employee would have held in the lower classification had the employee not been promoted. This will apply to the maximum of the pay scale.

(c) Involuntary Demotion

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

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

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

ARTICLE 10 - MEDICAL EXAMINATIONS

- An employee may be required to undergo, without cost to such employee, medical examinations by a physician of the employee's choice, in case of:
 - (i) Consistent absence due to sickness or other disabilities
 - (ii) Deterioration in the performance of duties
 - (iii) In order to obtain periodic certificates of health where these are required

ARTICLE 11 - ABSENCE FROM THE UNIVERSITY

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

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

ARTICLE 12 - REGULATIONS

12.01 All regulations concerning employees in the Bargaining Unit shall be supplied to the Association when issued.

ARTICLE 13 - TEMPORARY ASSIGNMENT

- 13.01 (a) When an employee is temporarily assigned to perform in a classification on a higher Band Level, the employee shall be paid at the nearest step on the new Band Level which exceeds the employee's existing rate by not less than five percent (5%) but not to exceed the maximum of the new Band Level. There will be no temporary assignment between Officer I, II and III Classifications. Promotion from Officer I to II and II to III shall be in accordance with Schedule "A". Employees will not be permitted to hold more than one (1) temporary assignment simultaneously.
 - (b) Temporary assignment of short duration to Officer IV shall be offered to Officer III's by seniority on the team/shift for up to sixty (60) calendar days or until a longer ongoing opening is identified.
 - (c) Temporary assignment at Grenfell Campus of a short duration shall be offered to Officer III's by seniority within the bargaining unit for up to sixty (60) days or until a longer ongoing opening is identified.
- When an employee is temporarily assigned to perform work in a classification on a lower Band Level, the employee shall be paid at the employee's regular rate.
- 13.03 An employee shall be notified by the employee's Department Head or Supervisor when the employee is temporarily assigned.
- After an employee has been on temporary assignment for a continuous period of one (1) year, the employee shall have the higher salary counted towards pensionable service from the date of the temporary assignment. The employee shall pay the unpaid employee contributions over a time period as agreed with the Department of Human Resources.
- An employee who is temporarily assigned outside the bargaining unit shall continue to have access to the Grievance and Arbitration Procedures in the event of Discipline or Discharge action against the employee. An employee shall be temporarily assigned outside the bargaining unit for a maximum period of one (1) year which may be extended by another year by the Employer upon

notification to the Union. Any further extension shall be extended by mutual agreement of the parties only. Once the employee returns to the bargaining unit it shall be for at least one (1) year before another temporary assignment outside the bargaining unit can be granted.

An employee shall not be temporarily assigned outside the bargaining unit without the employee's consent. In the event of a strike or lock-out, an employee who is temporarily assigned outside the bargaining unit may return to the bargaining unit subject to giving the Employer two (2) week's notice.

ARTICLE 14 - ACCESS AND SHOP STEWARDS

- 14.01 The Employer agrees that access to its premises shall be allowed to persons employed full time by the Association for the purpose of interviewing a member, and such interviews shall not interfere with the operations of the Department concerned.
- 14.02 Permission to hold meetings on the premises of the Employer shall, in each case, be obtained from the Permanent Head; and such meetings shall not interfere with the operations of the Department concerned.
- 14.03 The Employer agrees to recognize Shop Stewards appointed by the Association.
- 14.04 The Association shall inform the Employer of the names of all Shop Stewards as soon as possible after their appointment.
- The Employer acknowledges the right of the Association to appoint or elect five (5) Shop Stewarts for St. John's and two (2) Shop Stewards for Corner Brook.
- 14.06 Shop Stewards will be allowed to absent themselves from their duties for the purpose of handling grievances. Where time off is required by the Shop Steward during working hours, the employee shall request such time off from the employee's immediate Supervisor. Such time off shall not be unreasonably withheld.
- 14.07 It is agreed that no discrimination will be practised as a result of any member accepting a position in the Association.
- 14.08 A Shop Steward or other employee who is a member of the grievance committee referred to under Step 1 of Clause 24.06, or the grievor, shall not suffer any loss in pay for any time lost in processing complaints or attending grievance meetings. However, such an employee shall not leave the employee's regular duties to discuss any business in respect to grievances without first obtaining permission from the employee's Supervisor. The employee shall notify the employee's immediate Supervisor when returning to duty.

ARTICLE 15 - PROTECTIVE CLOTHING AND UNIFORMS

- 15.01 Where uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue as set out in Schedule B attached to this Agreement.
- It is agreed that the issue and control of such clothing and uniforms shall be regulated by the Employer. The University agrees to purchase quality Newfoundland clothing and uniforms where possible, and will consult with the Union Executive in this regard prior to such purchase.
- 15.03 Present practice in respect to laundering of protective clothing shall be continued. Where dry cleaning is required, it shall be provided free of charge.
- Where an article of footwear or clothing is damaged during the course of an employee's performance of the employee's assigned duties and the damage is not attributable to the employee's wilful misconduct, the University agrees to replace the article of footwear or clothing up to the limit provided for in this Article.
- An employee or contractual employee who has been issued protective clothing and uniforms shall be required to wear them at all times while in the performance of their regular duties. The employee or contractual employee shall be required to keep protective clothing and uniforms clean and in proper repair.

ARTICLE 16 - JOB POSTING

- 16.01 (a) When a vacancy or a new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the opening for a period of seven (7) calendar days and consider applicants from within the Bargaining Unit before considering applicants from outside the Bargaining Unit.
 - (b) Postings for staff positions within the University and outside the bargaining unit shall be in accordance with Clause 16.01(a). Employees shall be eligible to apply on the initial posting and shall be considered after candidates from the affected bargaining unit.

ARTICLE 17 - DISCIPLINARY ACTION

An employee who has completed the probationary period may be suspended or discharged but only for just cause. Any employee who is demoted, suspended or dismissed shall, within five (5) working days of oral notification, be notified, in writing, stating the reasons for demotion, suspension or dismissal. If such procedure is not followed, then such action shall be deemed null and void.

- 17.02 Employees are entitled to retain their jobs on the basis of efficiency and honesty, and in accordance with Clause 17.01 and Article 19. The Employer shall have the right to discipline or discharge any employee for just and sufficient cause.
- 17.03 Subject to Article 9, Clause 9.06, any employee who claims to have been unjustly dealt with shall have the right to be heard in accordance with the procedure for adjustment of grievances as set down in Article 24.
- 17.04 Should it be found at any step (except Step 5) of the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties.
- 17.05 Where cause for dismissal exists, or is considered to exist, the employee may be suspended during an investigation and shall be notified by the President or a delegated representative, in writing, of the decision and the cause. In the event an investigation exceeds a five (5) day period from the date of suspension, the employee will receive pay and benefits for the remainder of the suspension until the investigation is completed and a decision communicated to the employee.

ARTICLE 18 - PERSONNEL FILES

- 18.01 Copies of documents placed on an employee's personnel file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee, who shall acknowledge having received such a document by signing the file copy or acceptance of delivery by registered mail.
- Any reprimand or warning given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months has elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- 18.03 When an employee has a grievance, those documents referred to in Clause 18.01 and retained in the personnel file will be made available to the employee.
- An employee shall have, on giving reasonable notice, access to the employee's personnel file and may be accompanied by a representative of the Association if the employee so desires. There shall be one (1) recognized personnel file and that file will be the one maintained by the Department of Human Resources.

ARTICLE 19 - SENIORITY

- 19.01 (a) Seniority is defined as the length of service (excluding overtime) with the University in a 7803 and 1804 bargaining unit position and includes periods of temporary assignment outside the bargaining unit providing the employee continues to pay Union dues.
 - (b) Both parties recognize:
 - the principle of promotions within the service of the Employer;
 - that job opportunities should increase in proportion to length of service.
- 19.02 Where qualifications and capability are determined by the Employer to be relatively equal, seniority shall be the governing factor in determining promotions and filling posted job vacancies for regular full-time employees within the Bargaining Unit.
- 19.03 The seniority of an employee or contractual employee shall be lost, and all rights forfeited, and there shall be no obligation to rehire when the employee:
 - resigns or otherwise terminates the employee's service by voluntary act,
 - is discharged for just and reasonable cause,
 - fails to return to work upon expiration of leave of absence,
 - is absent without leave for three (3) working days without notification to the Employer,
 - is laid off for a period of twenty-four (24) consecutive months or more.

Seniority shall not be accumulated during any period of lay off. Seniority shall accumulate during Assisted Leave and Maternity/Adoption/Parental Leave without pay as defined in Article 21.

- 19.04 (a) The Employer agrees to maintain and post an up-to-date seniority list and to supply the Association with a copy of this list in January of each year, such list to be correct to January 1st of that year.
 - (b) The Employer agrees to maintain and post an up-to-date seniority list for contractual employees twice a year, March 1st and September 1st, and to supply the Union with a copy of this list.
 - (c) Employees will be given four (4) weeks from the posting to argue errors and/or omissions through their Union Representatives. After that period the seniority list shall be deemed as final.

- (d) Every reasonable effort will be made to provide a seniority list within ninety (90) days of signing.
- 19.05 In case of layoff or rehire after layoff, seniority shall be the governing factor provided the employees retained or recalled, whichever is applicable, are qualified and able to perform the required duties.
- 19.06 After completion of the probationary period, seniority shall be effective from the original date of employment. When a contractual employee obtains a permanent position the employee shall be credited with seniority accumulated as a contractual employee, upon completion of the probationary period.
- 19.07 Subject to 19.05, employees or contractual employees in the bargaining unit promoted, demoted, or transferred to positions within the bargaining unit shall carry their seniority with them on promotion, demotion, or transfer.
- 19.08 (a) In the event an opening occurs in a contractual position and a permanent employee is successful in obtaining the position, said employee shall revert to the employee's former position in the event the contractual position becomes redundant.
 - (b) An employee affected by Clause 19.08(a) shall continue to accumulate seniority and any other applicable benefits while employed in the contractual assignment.
- 19.09 Seniority for layoff, recall and promotion purposes shall be accumulated during periods of Long Term Disability and any other leave covered by this Agreement.
- * 19.10 Promotions from Officer I to Officer II to Officer III happen automatically with the completion of the following hours:

Officer I

Upon hire

Officer II

Completion of probation period 1040 hours

Officer III

Completion of 3120 hours

Promotions to Officer IV happen in accordance with Article 16 – Job Posting and Article 19.02.

ARTICLE 20 - SICK LEAVE

20.01 Sick leave benefits for prolonged periods of disability are provided under the Long Term Salary Continuance Plan, and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.

- 20.02 Sick leave benefits for lesser periods will be granted in accordance with the following:
 - (a) For periods up to a maximum of four consecutive days a "Reason for Absence Form," completed and signed by the employee, must be provided to the Department of Human Resources through the Department Head. The Employer reserves the right to require a medical certificate in accordance with 20.02 (d).
 - (b) For periods in excess of four (4) consecutive days, a medical certificate in accordance with Article 20.02 (d), must be provided to the Department of Human Resources through the Department Head. Where the Employer requires further detail regarding an employee's ability to perform their duties the employee will be required to provide a third party's functional assessment at no cost to the employee.
 - (c) When sick leave benefits for periods of four shifts or less, up to an aggregate in excess of ten (10) shifts in a twelve-month period, have been granted, an acceptable medical certificate may be required in respect of any further sick leave. Excessive intermittent use of these benefits will be considered as chronic absenteeism. Where the Employer requires further detail regarding an employee's ability to perform their duties the employee may be required to undergo a third-party functional assessment at no cost to the employee.
 - (d) To be acceptable a medical certificate must be obtained during the period of illness, or within three (3) calendar days. When a medical note is not provided the leave will be converted to leave without pay.
- 20.03 (a) An employee who becomes ill while on annual leave may change the status of the leave effective the date of notification to the Employer provided that the employee submits a certificate acceptable to the Director of Human Resources, signed by a qualified medical practitioner;
 - (i) by the date the employee's approved annual leave period expires; or
 - (ii) where the period of illness is to extend beyond the expiration of the approved annual leave period at such intervals as the Director of Human Resources may require.

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

- (b) In the case of an employee who is admitted to hospital while on annual leave, the employee may change the status of the employee's leave to sick leave with effect from the date the employee was admitted to hospital.
- (c) The period of vacation so displaced in Clause 20.03 (a) and (b) shall be reinstated for use at a later date to be mutually agreed.
- 20.04 With the exception of those employees receiving 13% in lieu of benefits, an employee or contractual employee who is scheduled to work on a University Holiday and qualifies for holiday pay, and reports in sick, shall be entitled to sick leave in accordance with this Article and shall receive a day off with pay at a later date.
- 20.05 In order to maintain adequate coverage on each shift, it is expected that a Campus Enforcement and Patrol Officer who is absent due to sickness will notify the employee's Supervisor at least one (1) hour before the normal starting time of the employee's shift that the employee will be absent because of sickness. When the Campus Enforcement and Patrol Officer is well enough to return to duty, it is expected that the Officer will advise the Supervisor at least four (4) hours prior to the commencement of a scheduled shift that the Officer is able to return to duty.
- 20.06 In the event an employee is entitled to recover compensation for loss of income from a third party for a disability for which sick leave is paid or payable the University will be subrogated to the right of recovery of the employee for loss of income for sick leave paid. Upon repayment of sick leave such leave shall be recorded as leave without pay.
- * 20.07 When an employee has used available sick leave and is not in receipt of Long Term Disability (LTD), the employee may elect, if the employee is still unfit to return to duty, to receive pay for any unused annual leave and to proceed on leave without pay to a maximum of twelve (12) months unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the University. The Employer will defer action pending the resolution of any initiated employee appeal of eligibility for LTD. The Employer will confirm that appeals have expired.

ARTICLE 21 - OTHER LEAVES

21.01 Assisted Leave

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

(a) The amount of the grant will be determined by the Board.

(b) An employee in receipt of assisted leave will be required to sign an agreement to the effect that the employee will return to the University for not less than one year upon completion of such leave or refund the grant received.

21.02 Leave Without Pay

Leave without Pay - Less than 30 Days

On the recommendation of the Unit Head, where operational requirements permit, leave without pay may be granted for a period of less than 30 Days. During a leave without pay for a period of less than 30 Days, an Employee must maintain existing coverage under the University's benefit plans.

To request a Leave Without Pay for a period of less than 30 Days, Employees are to complete a Reason for Absence request form.

Leave without Pay – Greater than 30 Days

On the recommendation of the Unit Head, and with the approval of the Campus Human Resources Designate, where operational requirements permit, leave without pay for a period up to one year may be granted to an Employee who has a minimum of 5 years continuous service with the University. Requests for leave without pay exceeding one year may be approved upon consideration of operational requirements and with the approval of the Campus Human Resources Designate.

The criteria to be considered in granting any leave without pay include, but are not limited to:

- operational requirements
- Employee's length of service, period of leave requested, reason for the leave
- whether a replacement is required
- · whether a replacement is available
- benefits to the University
- benefits to the Employee
- professional development opportunity

An employee's request for leave without pay may be granted where the purpose

of the leave is to pursue alternative employment where there is a demonstrated mutual benefit. It is the responsibility of the Unit Head or delegate to review all requests for Leave Without Pay to ensure that they fall within the policy guidelines before submissions are made to the Department of Human Resources.

For periods of Leave Without Pay for greater than 30 Days, benefit and pension plan coverage is optional. When choosing to continue coverage the cost of insured benefits are paid fully by the Employee, except in cases of Maternity and Parental Leave for which the Employee is responsible for paying the Employee portion only . Arrangements for prepayment are to be made with the Department of Human Resources. To request a leave without pay for a period that is greater than 30 Days and to view available options for coverage while on leave, Employees are to complete a Leave without Pay (Greater than 30 Days) Request Form

21.03 Political Leave

- (a) The University recognizes the right of every citizen to enter political life if the employee so desires; but proper regard must be paid to the administrative, technical, and service needs of the University. Accordingly, leave of absence will be granted for a period of up to four (4) weeks without pay except where the campaign period coincides with the normal vacation period, to enable an employee to contest an election. This is, however, subject to the discretion of the President or a delegated representative who will be satisfied, in consultation with the Dean of the Faculty or Head of Department concerned, that the work of the Department will not suffer unduly as a result.
- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.
- (c) In the event of the candidate being elected to the Provincial or Federal Government, the employee will be granted a leave of absence without pay for the term for which the employee has been elected. At the end of this time if the employee contests a second election and is successful, the employee will be required to resign the employee's position. If the employee is not re-elected or does not wish to stand again, the employee will be entitled to resume the employee's employment with the University but there is no guarantee of reinstatement in the employee's former 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. The needs of the University must at all times take precedence over political obligations.

* 21.04 Bereavement Leave

- (a) A paid leave of absence of up to five (5) consecutive days is available in the event of the death of the employees' spouse, common-law spouse or child.
- (b) A paid leave of absence of up to three (3) consecutive days is available in the event of the death of the employee's parent or legal guardian, parent-in-law, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law, or near relative with whom the employee permanently resides.
- (c) One day of paid leave is available in the event of the death of an Employee's aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- (d) If the death occurs outside a 200 kilometre radius of the employee's place of residence, an additional day off with pay may be granted for the purpose of traveling to attend the funeral.
- (e) If an employee or contractual employee, while on annual leave, qualifies for compassionate leave under Clause 21.04(a), 21.04(b), or 21.04(d), the employee or contractual employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.

21.05 Family Leave

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

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

* 21.06 <u>Maternity/Adoption/Parental Leave</u>

- (a) (i) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article. Employees are required to provide as much notice as possible prior to the commencement of the maternity/adoption/parental leave.
 - (ii) An employee is entitled to a maximum of Seventy-Eight (78) weeks leave under this Clause. However, the Employer may grant leave without pay if the employee is unable to return to duty after the expiration of this leave.
- (b) (i) An employee may return to work after giving their immediate supervisor a minimum of two (2) weeks' notice of their intention to do so.
 - (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits.
- (c) (i) Periods of leave up to seventy-eight (78) weeks shall count for annual leave, step progression, and sick leave, where appropriate.
 - (ii) Periods of leave up to seventy-eight (78) weeks shall count for seniority purposes.
 - (iii) Employees on leave will have the option of continuing to pay their portion of the Group Insurance Plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- (d) An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- (e) An employee returning from leave under this Clause may upon request be exempt from standby and callback until the child is two (2) years old provided that other qualified employees in their work area are available.

21.07 Leave for Court Appearance or Incarceration

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.

21.08 Compassionate Care Leave

In accordance with Employment and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the employer shall grant the employee compassionate leave without pay for up to a period of twenty-eight (28) weeks in order to care for a gravely ill family member as defined by Social Development Canada.

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

ARTICLE 22 - RESIGNATIONS AND TERMINATIONS

- 22.01 An employee is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's duties and responsibilities and the probable time required to secure a suitable replacement. Such notice should not, in any case, be less than two (2) weeks.
- 22.02 If an employee leaves the employment of the University without proper notice of termination as provided for by these rules or during the period of such notice, the employee's salary shall cease as from the date on which the employee last performed the employee's duties at the University.
- 22.03 The appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a department or section or change in departmental or University structure, which negates the function of the employee's appointment or involves an adjustment in staff performing such functions. In the case of such terminations, the provisions of Article 19 will govern and every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given the maximum advance notice of such action as circumstances permit and such notice of termination shall not be less than one

- (1) month. 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 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 one-half (1/2) day of severance grant.

22.04 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay as provided for under the terms of the Collective Agreement shall not be regarded as a break in continuous service, but the periods of Long Term Disability or authorized leave without pay shall not be counted as service in the calculation of severance grant.

* ARTICLE 23 - SEVERANCE PAY

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

ARTICLE 24 - ADJUSTMENT OF GRIEVANCES

- 24.01 Should a dispute arise between the Association or any employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any questions as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.
- An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by the employee's representative Shop Steward. The Supervisor shall give an answer verbally within three (3) working days. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.

- 24.03 When a dispute involving dismissal, a question of general application or interpretation occurs, all or any of Steps 1, 2, and 3 of this Article may be bypassed by mutual agreement.
- 24.04 A full-time representative of the Association may be present, at the request of the employee, at any meeting held in connection with grievances.
- 24.05 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.
- **24.06** Grievances shall be resolved within the following procedures:
 - <u>STEP 1</u>: The aggrieved employee shall, within four (4) working days after becoming aware of the occurrence of the grievance, submit the grievance to the Shop Steward.
 - <u>STEP 2</u>: If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within a further three (3) days submit the grievance in writing to the employee's Supervisor; and an earnest effort shall be made by all parties to settle the grievance at Step 2. The Supervisor shall render a decision, in writing, within five (5) working days.
 - <u>STEP 3</u>: If the decision rendered at Step 2 is unsatisfactory, the Shop Steward, assisted by another Shop Steward, may submit the grievance in writing, within three (3) working days, to the designated Administrator. The designated Administrator shall render a decision, following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance by the designated Administrator.
 - <u>STEP 4</u>: If the decision rendered at Step 3 is unsatisfactory, the grievance may be submitted, in writing, within three (3) working days, by the Association to the President. The President, or a representative, shall render a decision, following a meeting of the interested parties, if deemed necessary, within five (5) working days.

STEP 5: ARBITRATION

If no satisfactory settlement has been reached under Step 4, no immediate steps will be taken to refer the matter to an Arbitration Board. Instead, a further attempt will be made to resolve the differences and a meeting will be held between a representative of the Employer and the Association, for this purpose, within three (3) days. If, following this meeting, no satisfactory settlement has been reached, either party may, within ten (10) days, give notice to the other in writing that the matter is being referred to an Arbitration Board of three persons, which shall be legally constituted in accordance with and shall follow the procedure hereinafter set forth:

- 1. Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability, with power to modify disciplinary measures imposed by the Employer; but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 2. The party requesting arbitration must set forth, in writing, the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.
- 3. Within seven (7) days of receipt of the said notice of Arbitration, each party shall notify the other, in writing, of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board, within the delay provided, the other party may request the Minister of Employment and Labour Relations of the Government of the Province of Newfoundland to appoint a representative on behalf of the defaulting party.
- 4. The two arbitrators so appointed shall, within ten (10) days of the appointment of the latter, appoint a third arbitrator who shall be Chairperson. The three parties thus appointed shall constitute the Arbitration Board. In the event, however, that the two representatives of the parties to the Agreement fail to agree on the appointment of a Chairperson, within the aforementioned ten (10) days, the Minister of Employment and Labour Relations of the Province of Newfoundland may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.
- 5. Both the Association and the Employer may file with the Board arguments in writing and the Board may ask questions and request such further argument or clarification as it may require. Within a reasonable time following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. 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 to the dispute as provided for in Section 23 of the Labour Relations Act of Newfoundland.
- 6. If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.

- 24.07 The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Association and shall be paid within two (2) weeks of the rendering of the decision. Each party shall bear the expenses of its nominee on the Arbitration Board.
- **24.08** The time set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 24.09 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error; or by inadvertent omission of a step in the Grievance Procedure.
- 24.10 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.
- 24.11 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event, the foregoing provisions of this Article shall apply equally to a single Arbitrator when reference is made to an Arbitration Board.
- 24.12 Notwithstanding any other provisions of this Article, the parties may mutually agree to utilize any of various forms of Alternative Dispute Resolution to expeditiously settle outstanding disputes which have gone through the grievance procedure and have been referred to Arbitration. Some of these alternatives are Med/Arb., Modified or Expedited Arbitration and Mediation. If Expedited Arbitration is selected it will be in accordance with the procedure set out below.

Expedited Arbitration

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

- (a) In any dispute over application, administration or alleged violation of the Agreement, the parties agree to submit a written brief and/or present oral argument to the sole Arbitrator.
- (b) The parties agree to draft a list of three (3) mutually acceptable Arbitrators who will be selected on a rotating basis to deal with each sitting. Future selections of Arbitrators will be considered on a year to year basis.
- (c) The parties will present argument/rebuttal based on:
 - issue(s);
 - applicable provisions of the Collective Agreement;
 - general principle of arbitration awards, judicial decisions, legislation, texts if applicable, and how they apply;

remedies requested.

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

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

ARTICLE 25 - JOINT ASSOCIATION MANAGEMENT COMMITTEE

- 25.01 A Joint Association Management Committee of not more than four 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, benefits plans, and Workers' Compensation.
- 25.02 The employee representatives shall be selected by the members of the Bargaining Unit; and the Employer shall be duly notified, in writing, as to their names.

25.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled or rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

25.04 The meetings of the Committee shall be chaired by the Employer's representative, and the Vice-Chairperson will be selected by the Bargaining Unit. Requests for meetings may be made by either party, by giving seven (7) days' notice.

ARTICLE 26 - TIME OFF FOR ASSOCIATION BUSINESS

- With the approval, in writing, of the Director of Human Resources and where operational requirements permit, time off without loss of pay, not to exceed fifteen (15) person days a year in total, will be granted, provided there is no cost to the Employer.
- Where operational requirements permit and with the approval of the Department Head, time off without loss of pay will be granted, provided there is no cost to the Employer, to employees who are members of the negotiating committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a reasonable limit.
- 26.03 Leave without pay up to one (1) year, subject to renewal, may be granted upon application to the Board of Regents to an employee upon being appointed or elected to a full-time office in the Newfoundland Association of Public Employees or its affiliates.

ARTICLE 27 - HOURS OF WORK

- **27.01** For the purpose of this Article:
 - "Day" means a 24-hour period commencing at 0001 hours.
 - "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.
- 27.02 Subject to the provisions of this Article, the Employer shall schedule hours of work for all employees.
- 27.03 (a) For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will consult in advance with the Association on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the University.

- (b) Contractual employees who work on a call-in basis may be entitled to work up to eighty-four (84) hours bi-weekly at straight time rates. An employee can only work forty-eight (48) hours before receiving twenty-four (24) hours off. Employees who choose to work during the twenty-four (24) hours off shall be at straight time rates. Available hours will be offered to Officers on the call-in list by seniority, except that hours refused or unavailable will count against the employee for call purposes. When an employee refuses call-in and the employee is on their two days of rest, the refusal will not count against the employee. Continuous refusal of shifts by a contractual call-in employee may lead to the employee being subject to disciplinary action.
- 27.04 The schedules of hours of work may be varied by the Employer following meaningful consultation with the Association's representatives, to allow for summer and winter hours.
- 27.05 Provided sufficient notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- 27.06 The Employer agrees that there will be no split shifts.
- 27.07 Each employee shall receive a rest period of fifteen (15) consecutive minutes in the first half and in the second half of the shift, at a time to be scheduled by the Department Head.
- **27.08** Each employee shall be allowed one half-hour lunch break on each shift at a time scheduled by the Department Head.
- 27.09 When an employee's scheduled day off is changed without having been given at least forty-eight (48) hours' prior notice of having to work on the employee's scheduled day off, the employee shall be paid double the employee's regular hourly rate for each hour worked on such scheduled day off.
- 27.10 During the Fall and Winter Semesters, one (1) additional Officer will be assigned to ten (10) hour shifts on Wednesday, Thursday, Friday and Saturday evening shifts at a time to be determined by the Campus Enforcement and Patrol Supervisors. During the Summer Semester, an additional Officers will be assigned on a need basis as determined by the Supervisor. This policy does not apply during regular semester breaks.
- 27.11 The current practices regarding the prorating of holidays, vacation, overtime, earned benefits and leaves for employees working twelve (12) hour shifts shall be maintained for the duration of this Collective Agreement.

ARTICLE 28 - OVERTIME

- 28.01 Overtime means all time worked by a full-time employee before or after the employee's regularly scheduled daily or weekly hours.
- 28.02 When an employee who is scheduled to work forty (40) hours per week on a regular and non-rotative basis is required to work in excess of forty (40) hours in a work week, the employee shall be compensated for the number of hours worked in excess of forty (40) hours at the rate of 1 2 times the employee's regular rate or the employee may, at the employee's request, be granted compensatory time off at the rate of 1 2 hours for each hour so worked, where operational requirements permit.
- 28.03 When an employee who is scheduled to work an average of forty (40) hours per week on an irregular or rotative basis is required to work in excess of the employee's scheduled hours in a work week, the employee shall be compensated for the number of hours worked in excess of forty (40) hours at the rate of 1 2 times the employee's regular rate for each hour so worked.
- 28.04 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.
- 28.05 Overtime shall be on a voluntary basis unless the University is unable to obtain sufficient members of the Bargaining Unit to meet the exigencies of the University. In such cases, members of the Bargaining Unit shall be required to perform overtime.
- 28.06 Employees will be able to carry forward from one fiscal year to the next up to forty-eight (48) hours of banked overtime on the understanding that such overtime can only be taken as time off. The carryover of such time will amount to a forfeiture of all rights to be paid for such overtime except as time off with pay. Such time off will be taken at such times as to ensure that there are no additional costs to the University. In the event of the employee's death, banked overtime hours shall be paid to the employee's estate.
- 28.07 Campus Enforcement and Patrol Officers who are required by their Department head to work without interruption for an additional shift beyond their normal shift, will be provided with a meal.
- 28.08 A Campus Enforcement and Patrol Officer who has been prescheduled for overtime, and not advised that the overtime has been cancelled prior to reporting for such overtime, and actually reports for work, the Officer shall be paid for three (3) hours at the applicable overtime rate.

ARTICLE 29 - SHIFT DIFFERENTIAL

- 29.01 This clause does not apply to employees who are regularly scheduled to work from 8:00 a.m. to 5:00 p.m. on a regular basis.
 - Effective date of signing, shift workers employed between 1600 and 0800 hours shall be paid a premium of two dollars and thirty cents (\$2.30) per hour for each hour worked on such shifts. This premium will not be subject to the overtime premium.
- 29.02 Effective date of signing, a Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.
- 29.03 If an employee qualifies for both differentials under Article 29.01 and Article 29.02 they shall receive both.

ARTICLE 30 - CALL BACK

- 30.01 Subject to Clause 30.02, when an employee is called back and reports for work after the employee has left the employee's place of work, and such recall has not been scheduled in advance, the employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate.
- 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.
- When an employee is recalled to work under the conditions described in Clause 30.01, the employee shall be paid the cost of transportation to and from the employee's place of work, at the kilometer rate established by University policy for actual distance travelled up to forty (40) kilometers for each call back.
- 30.04 The University shall endeavour to distribute call back equally among employees within the same classification.

ARTICLE 31 - ANNUAL VACATIONS

- The amount of Annual Vacation Leave which an employee shall be eligible for in any one year shall be one and two-thirds (1 2/3) days for each month of service up to twenty (20) working days.
- 31.02 Annual Vacation Leave entitlement shall be increased to twenty-five (25) working days on completion of ten (10) years of service and shall accrue at the rate of two and one-twelfth (2 1/12) days per month. An employee who has attained nine (9)

- years and six (6) months as of March 31st shall be considered to have ten (10) years of service for the purpose of this paragraph.
- Annual Vacation entitlement shall be increased to thirty (30) working days upon completion of twenty-five (25) years of service and shall accrue at a rate of two-and-one-half (2 1/2) days per month. An employee who has attained twenty-four (24) years and six months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.
- 31.04 Fractions of Annual Vacation entitlement of one-half day or more shall be considered as one full day.
- 31.05 The vacation year shall be from April 1st in any one year to March 31st in the next succeeding year, and the Annual Vacation entitlement shall be computed as of March 31st.
- 31.06 Subject to operational requirements, annual leave shall be issued on a first come, first serve basis outside peak periods listed in the Letter of Intent re. Annual Leave Scheduling, Page 76.
- 31.07 Annual Vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
 - (a) Where operational requirements permit, an employee may carry forward to another year any portion of annual leave unused in previous years until by doing so the employee has accumulated a maximum of twenty (20) working days of Annual Vacation entitlement, excluding current entitlement; or twenty-five (25) days annual vacation if the employee is eligible for twentyfive (25) days in any year; or thirty (30) days annual vacation if the employee is eligible for thirty (30) days in any year.
 - (b) Where because of extended sickness or other disability, Annual Vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the vacation due may be carried forward to another year subject to paragraph 31.07 (a) of this section.
 - (c) An employee who is required by the employee's Department Head to defer the employee's Annual Vacation or a portion thereof to the following year in the interests of the University, shall, upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Director of Human Resources.
 - (d) An employee shall receive payment in lieu of time off for any unused Annual Vacation entitlement, or portion thereof due as of the effective date of termination.

- 31.08 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 31.07 (b) and (c) of this section.
- 31.09 Subject to Clause 20:03, and Clause 21:04, 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.
- 31.10 When a designated University holiday for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.
- **31.11** The following provisions respecting annual leave shall apply:
 - (a) when an employee becomes eligible for a greater amount of annual leave, the employee may be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible based on the ratio of the unexpired portion of the year to twelve (12) months, computed to full work days;
 - (b) temporary or contractual employees working more than fifty percent (50%) of the scheduled weekly hours of work shall be entitled to payment for annual leave in accordance with this Article on a pro-rata basis.
- 31.12 Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.
- 31.13 An employee on leave of absence without pay, Long Term Disability or layoff in excess of twenty (20) days in a year shall not accumulate annual vacation during the entire period.

ARTICLE 32 - UNIVERSITY HOLIDAYS

- * 32.01 (a) There shall be ten (10) designated paid holidays.
 - (b) Officer's who work a full shift on Christmas Eve shall be entitled to have six (6) hours added to their leave bank.
 - 32.02 A schedule of University holidays will be issued at the beginning of each calendar year and may be revised as circumstances dictate. Such schedule, as well as any revisions thereto, will be discussed with the Association prior to implementation.
 - Where a designated holiday coincides with an employee's day of rest and the employee qualifies for holiday pay, the employee shall be entitled to one (1) day off without loss of pay at a later date approved by the Supervisor or pay for one (1) day at the employee's regular rate of pay in lieu thereof.

- An employee who qualifies for holiday pay and who is required to work on a designated holiday which coincides with the employee's day of rest shall be entitled, in addition to the employee's holiday pay, to pay at the rate of two (2) times the employee's regular rate for work performed on that holiday.
- 32.05 An employee who qualifies for holiday pay shall be entitled, in addition to the employee's holiday pay, to pay at one-and-one-half (1 1/2) times the employee's regular rate for work performed on that holiday.
- 32.06 An employee on leave of absence without pay, Long Term Disability or layoff shall not be eligible for University holidays that may occur during the period.
- 32.07 Subject to the exigencies of the University and that there will be no additional cost, the University will endeavour to rearrange the shift schedule for Campus Enforcement and Patrol Officers in order to permit those Officers who have worked on Christmas Day to have New Year's Day off and vice versa.
- 32.08 For the life of this agreement full-time employees will receive two (2) additional days (16 hours) off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank sixteen (16) hours to be taken at a later date.

ARTICLE 33 - CLOSURE OF THE UNIVERSITY

- 33.01 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
 - (2) Employees who are not required to report to work during a closure will incur no loss of pay.
 - (3) When the University remains open, employees should make every effort to report to work. In the event that an employee is unable to report to the workplace but where the University remains open, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor. The number of hours of leave required is based on the employee's regular work schedule and the time the University officially closed
 - (4) Subject to Item 4, for those employees scheduled to work and do work, no extra pay.

- (5) 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.
- (6) 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.
- (7) Employees in either of the categories under (6) above who refuse to report for work when required shall not be entitled to any pay for that day. However, if a required employee is unable to report for work, annual leave may be requested to cover lost time.
- (8) If the University re-opens during the workday, employees are required to report to work at the time of re-opening.
- (9) If the University re-opens during the workday, employees are required to report to work at the time of re-opening. In the event that an employee is unable to report to the workplace, the employee may cover missed time by utilizing accrued annual leave or overtime where eligible, operationally feasible, and as approved by the Supervisor.
- (10) Employees who were not intending to be at work and who had scheduled a pre-approved leave on the day of closure in addition to the day prior or the day following the day of closure will have their leave processed as requested.

ARTICLE 34 - NO DISCRIMINATION

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

ARTICLE 35 - INJURY ON DUTY

- Where an employee is injured while on duty, the employee shall receive benefits as provided by the WorkplaceNL Act for the entire period of temporary disability as defined by the WorkplaceNL. Employees are required to report all workplace injuries to their supervisor immediately and prior to leaving the workplace.
- Where an employee is permanently and totally disabled as determined by the WorkplaceNL, the employee shall be paid such pension and allowances by WorkplaceNL as set out in their Schedule of Benefits.

- 35.03 A permanently and totally disabled employee may continue to contribute to the University Pension Plan.
- 35.04 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.
- 35.05 Where the injury was due to the employee's wilful misconduct, the employee shall not be eligible for any of the benefits of this Article.
- 35.06 The Employer and the Union agree to be bound by the Newfoundland Human Rights Act and the WorkplaceNL Act.

All employers and workers in the province are obligated to co-operate in the worker's early and safe return to suitable and available employment with the injury employer following a work-related injury.

The Early and Safe Return to Work Procedures shall be implemented in accordance with WorkplaceNL and the terms of the Collective Agreement.

Any employee who is approved for full Extended Earnings Loss (EEL) benefits from WorkplaceNL after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the Human Rights Act (Chapter H-13.1, 2010).

ARTICLE 36 - EDUCATIONAL ASSISTANCE

- 36.01 Subject to University policy, an employee shall be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Department Head and notification to the Director of Human Resources, provided that the course is not available outside normal working hours and time is compensated for by the employee. Such permission will not be unreasonably denied.
- An employee may be granted financial assistance for approved courses of study or special training, subject to the approval of the Head of the Department and the Director of Human Resources. The employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.
- 36.03 The Employer recognizes that education is a continuing process and will cooperate with the Union to hold education functions such as seminars, workshops, lectures, etc. on the Employer's premises.

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

ARTICLE 37 - PERSONAL AND SEXUAL HARASSMENT

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

ARTICLE 38 - SAFETY AND HEALTH

- 38.01 The Employer and the Association shall co-operate in improving rules and practices for the health and safety of employees.
- 38.02 The function of the Safety and Health Committee shall be to assist in creating a safe place to work and to recommend actions which will assist in improving the effectiveness of an accident-prevention program.
- 38.03 A Safety and Health Committee shall be established composed of not more than eight (8) members composed of an equal number of representatives of the Employer and the Association.
- 38.04 An Employer and an Association representative shall be designated as joint chairpersons and shall alternate in the presiding over the meetings.
- 38.05 The Safety and Health Committee shall hold meetings as the need arises on the request of the Employer or the Association but in any event, every two (2) months.
- 38.06 The Committee will deal with all unsafe and hazardous or dangerous work conditions.
- 38.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Association.
- 38.08 Representatives of the Bargaining Unit on the above mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.

ARTICLE 39 - PART-TIME/CALL-IN CONTRACTUALS

39.01 Contractual/Contractual Call-in employees who are not participating in the University's benefits plan shall receive 13% in lieu of all benefits, i.e. vacation, sick leave, leave in special circumstances and University holidays.

ARTICLE 40 - TRAVEL EXPENSES

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

ARTICLE 41 - TECHNOLOGICAL CHANGE

- 41.01 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, in the opinion of the Employer, during which the employees 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.
- 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.
- 41.03 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 41, Clause 41.01.

41.04 Transfer Arrangements

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

ARTICLE 42 - GENERAL CONDITIONS

- **42.01** The following Group Insurance Plans presently in effect will be continued on the current cost-sharing basis:
 - (a) Health
 - (b) Life and Accidental Death and Dismemberment
 - (c) Long Term Disability
 - (d) Dental
- 42.02 The parties to this Agreement agree that any Article in the Agreement may be altered or amended by mutual consent of the parties thereto.

- 42.03 A first aid kit shall be supplied by the Employer to each mobile unit and at other appropriate locations of the Employer.
- 42.04 An emergency kit containing required medical equipment shall be placed on campus at certain locations as deemed by the Employer.
- 42.05 (a) Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment.
 - (b) Contractual employees will be required to participate in the Pension Plan-On the earlier of:
 - (i) The effective date of appointment to a contractual position of at least six (6) months duration and at least twenty (20) hours per week; or
 - (ii) The effective date of completion of six (6) months continuous employment of at least twenty (20) hours per week.
- 42.06 Campus Enforcement and Patrol Officers will participate under the pool arrangement as set out in the University traffic and parking regulations. In this respect, it will be assumed that 1/3 of the Campus Enforcement and Patrol Officers will be at work at any one time; and as a result, each Officer will be required to bear 1/3 the cost for the parking area assigned. The corresponding number of parking decals will be issued.
- 42.07 All employees will receive their pay by direct deposit.

42.08 POST-EMPLOYMENT BENEFITS

- 1. Other Post-Employment Benefits (OPEB) means group insurance benefits provided by the University to retirees and their beneficiaries in respect of coverage under life insurance and supplementary health and dental plans.
- 2. Consistent with past practice, former employees who are deferred pensioners within the meaning of the Memorial University Pension Plan are not entitled to OPEB.
- 3. Current employees as of the date of signing of the collective agreement who retire with an immediate pension not later than March 31, 2024, with a minimum of five (5) years' pensionable service shall qualify for OPEB.
- 4. Current employees as of the date of signing of the collective agreement who retire after March 31, 2024 and who have a minimum of 10 years pensionable service shall be eligible for OPEB upon immediate retirement.
- 5. As per clauses 3 and 4, current employees must retire and commence receipt of a pension immediately on ceasing active employment at the University to qualify for

- OPEB. Such employees shall pay 50% of the premium applicable to the group insurance plans they elect to continue and the University shall pay 50%.
- 6. Employees who are hired subsequent to the date of signing of the collective agreement ("Newly Hired Employees"), shall qualify for OPEB only where such employees have a minimum of fifteen (15) years' pensionable service and commence receipt of a pension immediately on ceasing active employment.
- 7. Former employees who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
- 8. Notwithstanding clause 7 above, employees with service prior to the date of signing of the Collective Agreement who are employed outside the bargaining unit and are re-employed in a NAPE bargaining unit position subsequent to the date of signing of the Collective Agreement without a break in service at the University shall not be considered to be Newly Hired Employees for the purpose of OPEB eligibility.
- 9. Employees who do not meet the criteria noted in clauses 3, 4 or 6 above shall not be entitled to OPEB on ceasing active employment at the University.
- 10. Newly hired Employees who become entitled to OPEB pursuant to clause 6 above shall pay premiums of the plan on the basis of their date of hire as follows:
 - (a) all current employees as of March 31, 2020 will be eligible for 50/50 premium sharing if they qualify for post-employment benefit coverage.
 - (b) all employees hired after March 31, 2020 will share 60% (employee) and 40% (employer) if they qualify for post-employment benefit coverage.
- 11. Former employees who are rehired subsequent to March 31, 2020 and who become entitled to OPEB pursuant to clause 6 (see attached) shall be required to pay premiums in accordance with clause 10(b).
- 12. This Clause shall be limited to eligibility conditions for OPEB only and shall not replace or expand upon existing collective agreement provisions pertaining to group insurance plans offered by the University.
- 13. Nothing in this Clause shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc.

ARTICLE 43 - JOB EVALUATION

- 43.01 An employee's position shall be classified in accordance with the University Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title or Band Level of their position.
- 43.02 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.
- 43.03 An employee who feels that their position is incorrectly classified may submit a request for job evaluation review. An employee will have access to the Aiken Plan to assist in their request for review. Copies of the Aiken Plan are available from the Department of Human Resources and the Union Office.
- **43.04** A request for job evaluation review shall not be considered on the grounds:
 - (a) The duties assigned to the position are unchanged.
 - (b) The scope of the duties and responsibilities have been improperly assigned by management.
 - (c) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which they are is temporarily assigned, except long term temporary assignment which will be addressed on an individual basis.
- 43.05 A request for job evaluation review shall be initiated by the employee completing and submitting a "Request for Job Evaluation Review" form to the Department of Human Resources. The completed Job Fact Sheet/Update must be submitted with the "Request for Job Evaluation Review" form.

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

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

43.06 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.

- 43.07 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.
- 43.08 The Department of Human Resources shall conduct a review of each request, including the rating of the position using the Aiken Plan, within sixty (60) days from receipt of the required information.

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

- 43.09 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 43.05. Changes to a higher Band Level will be processed in accordance with Article 9.12.
- 43.10 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.
- 43.11 An employee may appeal the job evaluation decision, of an employee initiated review, to the Job Evaluation Appeal Committee, as per Appendix A.

* ARTICLE 44 - NOTICE TO NEGOTIATE

44.01 Duration

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

44.02 Change in Agreement

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

44.03 Notice of Changes

Either party desiring to propose changes to this agreement shall within thirty

(30) calendar days following receipt of notice under 44.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new agreement.

44.04 Agreement to Remain in Effect

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

- 44.05 Notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of the agreement. Failing agreement, the parties may exercise the right to strike or lockout. Negotiations are to be conducted in accordance with the applicable legislation.
- 44.06 All Articles of the Collective Agreement will take effect as of the date of signing.

ARTICLE 45 - CRIMINAL OR LEGAL LIABILITY

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

ARTICLE 46 – REMOTE WORK

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

SIGNED AT ST. JOHN'S, NEWFOUNDLAND, THIS 31st DAY OF OCTOBER, 2022.

On behalf of Memorial University of Newfoundland	On behalf of Newfoundland Association of Public and Private Employees Representing Campus Enforcement and Patrol Personnel
Mary Barra Research Journa The Research	Roma Quero
WITNESSED BY Tracy Condy	WITNESSED BY

SCHEDULE A SALARY SCALES AND RATES OF PAY

	Pay Level	2	m	4	Ŋ	9	^	90	6	10	11	12	13	14	15
Step								:							
01	17.28	18.49	19.78	21.14	22.59	24.10	25.69	27.37	29.10	30.92	32.81	34.78	38.57	42.37	46.16
02	17.48	18.71	20.01	21.39	22.85	24.39	25.98	27.68	29.45	31.27	33.19	35.18	39.05	42.87	46.70
03	17.68	18.92	20.25	21.63	23.11	24.66	26.29	27.99	29.77	31.64	33.58	35.58	39.45	43.35	47.22
04	17.88	19.14	20.46	21.87	23.38	24.93	26.58	28.29	30.11	31.99	33.96	35.98	39.90	43.84	47.76
05	18.08	19.35	20.70	22.10	23.62	25.20	26.87	28.62	30.45	32.34	34.32	36.38	40.34	44.32	48.28
90	18.29	19.56	20.92	22.36	23.88	25.50	27.15	28.93	30.78	32.70	34.70	36.79	40.79	44.82	48.82
20	18.48	19.77	21.15	22.60	24.15	25.77	27.47	29.24	31.11	33.06	35.08	37.18	41.23	45.30	49.35
90	18.68	19.98	21.38	22.85	24.41	26.04	27.75	29.56	31.45	33.41	35.46	37.58	41.67	45.78	49.87
60	18.88	20.20	21.59	23.09	24.66	26.33	28.05	29.88	31.77	33.76	35.84	37.97	42.12	46.28	50.41
10	19.08	20.41	21.83	23.33	24.93	26.61	28.36	30.19	32.11	34.12	36.21	38.37	42.55	46.75	50.93
11	19.28	20.62	22.05	23.57	25.18	26.87	28.65	30.51	32.44	34.47	36.60	38.78	43.00	47.24	51.47
12	19.47	20.83	22.29	23.82	25.44	27.14	28.93	30.82	32.78	34.83	36.98	39.18	43.44	47.74	52.00
13	19.67	21.03	22.51	24.05	25.70	27.43	29.23	31.13	33.11	35.19	37.33	39.59	43.89	48.22	52.52
14	19.87	21.25	22.74	24.31	25.97	27.71	29.53	31.45	33.45	35.55	37.72	39.97	44.33	48.71	53.07
15	20.06	21.46	22.96	24.55	26.22	27.99	29.82	31.76	33.78	35.90	38.10	40.37	44.77	49.19	53.58
16	20.28	21.68	23.19	24.79	26.48	28.25	30.12	32.08	34.12	36.26	38.48	40.78	45.22	49.67	54.13
17	20.47	21.89	23.43	25.03	26.74	28.55	30.43	32.39	34.45	36.61	38.85	41.18	45.66	50.17	54.64
18	20.67	22.10	23.64	25.29	27.01	28.82	30.70	32.70	34.79	36.96	39.23	41.58	46.10	50.65	55.18
19	20.86	22.31	23.87	25.53	27.26	29.09	31.01	33.02	35.12	37.31	39.61	41.98	46.54	51.15	55.72
20	21.06	22.53	24.10	25.76	27.52	29.38	31.29	33.33	35.46	37.68	39.98	42.37	46.99	51.62	56.24
21	21.26	22.75	24.33	26.00	27.78	29.62	31.59	33.66	35.79	38.04	40.36	42.78	47.43	52.12	56.78
22	21.46	22.95	24.56	26.24	28.04	29.93	31.90	33.97	36.13	38.38	40.75	43.18	47.87	52.61	57.30
23	21.65	23.16	24.79	26.49	28.29	30.20	32.18	34.28	36.45	38.75	41.12	43.57	48.33	53.09	57.83
24	21.85	23.39	25.00	26.73	28.57	30.48	32.48	34.59	36.80	39.09	41.48	43.98	48.76	53.57	58.37
25	22.05	23.59	25.26	26.97	28.83	30.76	32.78	34.90	37.13	39.45	41.87	44.37	49.20	54.06	58.89
56	22.26	23.81	25.47	27.21	29.08	31.03	33.07	35.22	37.46	39.81	42.25	44.77	49.64	54.55	59.44
27	22.46	24.01	25.69	27.47	29.33	31.30	33.36	35.53	37.81	40.16	42.62	45.18	50.10	55.04	59.96
28	22.65	24.24	25.93	27.71	29.60	31.59	33.67	35.85	38.14	40.51	43.00	45.57	50.54	55.53	60.50

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804) Effective April 1, 2022

	Pay Level														
	1	7	e,	4	5	9	7	80	6	10	11	12	13	14	15
Step															
29	22.85			27.96	29.87	31.88	33.96	36.16	38.46	40.87	43.37	45.98	50.97	26.00	61.02
30	23.05			28.18	30.12	32.14	34.24	36.49	38.80	41.23	43.76	46.37	51.42	56.50	61.55
31	23.26			28.44	30.38	32.41	34.56	36.80	39.14	41.59	44.14	46.77	51.87	56.99	62.09
32	23.45			28.68	30.64	32.69	34.84	37.11	39.45	41.94	44.51	47.18	52.31	57.48	62.61
33	23.64	25.31	27.06	28.92	30.90	32.98	35.13	37.41	39.81	42.29	44.90	47.57	52.74	57.96	63.15
34	23.85			29.16	31.15	33.25	35.43	37.74	40.14	42.65	45.27	47.98	53.19	58.45	63.67
35	24.04			29.41	31.43	33.53	35.73	38.06	40.47	43.00	45.63	48.38	53.64	58.93	64.20
36	24.25			29.65	31.68	33.80	36.02	38.36	40.81	43.36	46.02	48.77	54.09	59.43	64.74

	Pay Level	•	•	•	ų	•	1	c	d	Ş	ţ	Ş	ę. *	*	į
	I	7	n	4	C	٥	\setminus	»	מ	OF	77	77	ST	14	CT
<u>Step</u>															
01	17.63	18.86	20.18	21.56	23.04	24.58	26.20	27.92	29.68	31.54	33.47	35.48	39.34	43.22	47.08
05	17.83	19.08	20.41	21.82	23.31	24.88	26.50	28.23	30.04	31.90	33.85	35.88	39.80	43.73	47.63
03	18.03	19.30	20.66	22.06	23.57	25.15	26.82	28.55	30.37	32.27	34.25	36.29	40.24	44.22	48.16
04	18.24	19.52	20.87	22.31	23.85	25.43	27.11	28.86	30.71	32.63	34.64	36.70	40.70	44.72	48.72
05	18.44	19.74	21.11	22.54	24.09	25.70	27.41	29.19	31.06	32.99	35.01	37.11	41.15	45.21	49.25
90	18.66	19.95	21.34	22.81	24.36	26.01	27.69	29.51	31.40	33.35	35.39	37.53	41.61	45.72	49.80
07	18.85	20.17	21.57	23.05	24.63	26.29	28.02	29.82	31.73	33.72	35.78	37.92	42.05	46.21	50.34
80	19.05	20.38	21.81	23.31	24.90	26.56	28.31	30.15	32.08	34.08	36.17	38.33	42.50	46.70	50.87
60	19.26	20.60	22.02	23.55	25.15	26.86	28.61	30.48	32.41	34.44	36.56	38.73	45.96	47.21	51.42
10	19.46	20.82	22.27	23.80	25.43	27.14	28.93	30.79	32.75	34.80	36.93	39.14	43.40	47.69	51.95
11	19.67	21.03	22.49	24.04	25.68	27.41	29.22	31.12	33.09	35.16	37.33	39.56	43.86	48.18	52.50
12	19.86	21.25	22.74	24.30	25.95	27.68	29.51	31.44	33.44	35.53	37.72	36.68	44.31	48.69	53.04
13	20.06	21.45	22.96	24.53	26.21	27.98	29.81	31.75	33.77	35.89	38.08	40.38	44.77	49.18	53.57
14	20.27	21.68	23.19	24.80	26.49	28.26	30.12	32.08	34.12	36.26	38.47	40.77	45.22	49.68	54.13
15	20.46	21.89	23.42	25.04	26.74	28.55	30.42	32.40	34.46	36.62	38.86	41.18	45.67	50.17	54.65
16	20.69	22.11	23.65	25.29	27.01	28.82	30.72	32.72	34.80	36.99	39.25	41.60	46.12	50.66	55.21
17	20.88	22.33	23.90	25.53	72.72	29.12	31.04	33.04	35.14	37.34	39.63	42.00	46.57	51.17	55.73
18	21.08	22.54	24.11	25.80	27.55	29.40	31.31	33.35	35.49	37.70	40.01	42.41	47.02	51.66	56.28
19	21.28	22.76	24.35	26.04	27.81	29.67	31.63	33.68	35.82	38.06	40.40	42.82	47.47	52.17	56.83
20	21.48	22.98	24.58	26.28	28.07	29.97	31.92	34.00	36.17	38.43	40.78	43.22	47.93	52.65	57.36
21	21.69	23.21	24.82	26.52	28.34	30.24	32.22	34.33	36.51	38.80	41.17	43.64	48.38	53.16	57.92
22	21.89	23.41	25.05	26.76	28.60	30.53	32.54	34.65	36.85	39.15	41.57	44.04	48.83	23.66	58.45
23	22.08	23.62	25.29	27.02	28.86	30.80	32.82	34.97	37.18	39.53	41.94	44.44	49.30	54.15	58.99
24	22.29	23.86	25.50	27.26	29.14	31.09	33.13	35.28	37.54	39.87	42.31	44.86	49.74	54.64	59.54
25	22.49	24.06	25.77	27.51	29.41	31.38	33.44	35.60	37.87	40.24	42.71	45.26	50.18	55.14	60.07
56	22.71	24.29	25.98	27.75	29.66	31.65	33.73	35.92	38.21	40.61	43.10	45.67	50.63	55.64	60.63
27	22.91	24.49	26.20	28.02	29.92	31.93	34.03	36.24	38.57	40.96	43.47	46.08	51.10	56.14	61.16
28	23.10	24.72	26.45	28.26	30.19	32.22	34.34	36.57	38.90	41.32	43.86	46.48	51.55	56.64	61.71

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804) Effective April 1, 2023

	Pay Level														
	1	2	8	4	5	9	7	8	6	10	11	12	13	14	15
Step		i													
29	23.31	24.94	26.66	28.52	30.47	32.52	34.64	36.88	39.23	41.69	44.24	46.90	51.99	57.12	62.24
30	23.51	25.14	26.92	28.74	30.72	32.78	34.92	37.22	39.58	42.05	44.64	47.30	52.45	57.63	62.78
31	23.73	25.37	27.14	29.01	30.99	33.06	35.25	37.54	39.92	42.42	45.02	47.71	52.91	58.13	63.33
32	23.92	25.57	27.37	29.25	31.25	33.34	35.54	37.85	40.24	42.78	45.40	48.12	53.36	58.63	63.86
33	24.11	25.82	27.60	29.50	31.52	33.64	35.83	38.16	40.61	43.14	45.80	48.52	53.79	59.12	64.41
34	24.33	26.03	27.84	29.74	31.77	33.92	36.14	38.49	40.94	43.50	46.18	48.94	54.25	59.62	64.94
35	24.52	26.22	28.07	30.00	32.06	34.20	36.44	38.82	41.28	43.86	46.54	49.35	54.71	60.11	65.48
36	24.74	26.46	28.29	30.24	32.31	34.48	36.74	39.13	41.63	44.23	46.94	49.75	55.17	60.62	66.03

	Pay Level														
	1	7	m	4	5	9	7	80	6	10	11	12	13	14	15
Step															
01	17.98	19.24	20.58	21.99	23.50	25.07	26.72	28.48	30.27	32.17	34.14	36.19	40.13	44.08	48.02
02	18.19	19.46	20.82	22.26	23.78	25.38	27.03	28.79	30.64	32.54	34.53	36.60	40.60	44.60	48.58
03	18.39	19.69	21.07	22.50	24.04	25.65	27.36	29.12	30.98	32.92	34.94	37.02	41.04	45.10	49.12
90	18.60	19.91	21.29	22.76	24.33	25.94	27.65	29.44	31.32	33.28	35.33	37.43	41.51	45.61	49.69
92	18.81	20.13	21.53	22.99	24.57	26.21	27.96	29.77	31.68	33.65	35.71	37.85	41.97	46.11	50.24
90	19.03	20.35	21.77	23.27	24.85	26.53	28.24	30.10	32.03	34.02	36.10	38.28	42.44	46.63	50.80
07	19.23	20.57	22.00	23.51	25.12	26.82	28.58	30.42	32.36	34.39	36.50	38.68	42.89	47.13	51.35
80	19.43	20.79	22.25	23.78	25.40	27.09	28.88	30.75	32.72	34.76	36.89	39.10	43.35	47.63	51.89
60	19.65	21.01	22.46	24.02	25.65	27.40	29.18	31.09	33.06	35.13	37.29	39.50	43.82	48.15	52.45
10	19.85	21.24	22.72	24.28	25.94	27.68	29.51	31.41	33.41	35.50	37.67	39.92	44.27	48.64	52.99
11	20.06	21.45	22.94	24.52	26.19	27.96	29.80	31.74	33.75	35.86	38.08	40.35	44.74	49.14	53.55
12	20.26	21.68	23.19	24.79	26.47	28.23	30.10	32.07	34.11	36.24	38.47	40.76	45.20	49.66	54.10
13	20.46	21.88	23.42	25.02	26.73	28.54	30.41	32.39	34.45	36.61	38.84	41.19	45.67	50.16	54.64
14	20.68	22.11	23.65	25.30	27.02	28.83	30.72	32.72	34.80	36.99	39.24	41.59	46.12	20.67	55.21
15	20.87	22.33	23.89	25.54	27.27	29.12	31.03	33.05	35.15	37.35	39.64	45.00	46.58	51.17	55.74
16	21.10	22.55	24.12	25.80	27.55	29.40	31.33	33.37	35.50	37.73	40.04	42.43	47.04	51.67	56.31
17	21.30	22.78	24.38	26.04	27.82	29.70	31.66	33.70	35.84	38.09	40.42	42.84	47.50	52.19	56.84
18	21.50	22.99	24.59	26.32	28.10	29.99	31.94	34.02	36.20	38.45	40.81	43.26	47.96	52.69	57.41
19	21.71	23.22	24.84	26.56	28.37	30.26	32.26	34.35	36.54	38.82	41.21	43.68	48.42	53.21	57.97
20	21.91	23.44	25.07	26.81	28.63	30.57	32.56	34.68	36.89	39.20	41.60	44.08	48.89	53.70	58.51
21	22.12	23.67	25.32	27.05	28.91	30.84	32.86	35.02	37.24	39.58	41.99	44.51	49.35	54.22	59.08
22	22.33	23.88	25.55	27.30	29.17		33.19	35.34	37.59	39.93	42.40	44.92	49.81	54.73	59.62
23	22.52	24.09	25.80	27.56	29.44		33.48	35.67	37.92	40.32	42.78	45.33	50.29	55.23	60.17
24	22.74	24.34	26.01	27.81	29.72	31.71	33.79	35.99	38.29	40.67	43.16	45.76	50.73	55.73	60.73
25	22.94	24.54	26.29	28.06	30.00		34.11	36.31	38.63	41.04	43.56	46.17	51.18	56.24	61.27
26	23.16	24.78	26.50	28.31	30.25		34.40	36.64	38.97	41.42	43.96	46.58	51.64	56.75	61.84
27	23.37	24.98	26.72	28.58	30.52	32.57	34.71	36.96	39.34	41.78	44.34	47.00	52.12	57.26	62.38
28	23.56	25.21	26.98	28.83	30.79	32.86	35.03	37.30	39.68	42.15	44.74	47.41	52.58	27.77	62.94

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804) Effective April 1, 2024

	Pay Level														
	1	7	m	4	5	9	7	90	6	10	11	12	13	14	15
Step															
53	23.78	25.44	27.19	29.09	31.08	33.17	35.33	37.62	40.01	42.52	45.12	47.84	53.03	58.26	63.48
30	23.98	25.64	27.46	29.31	31.33	33.44	35.62	37.96	40.37	42.89	45.53	48.25	53.50	58.78	64.04
31	24.20	25.88	27.68	29.59	31.61	33.72	35.96	38.29	40.72	43.27	45.92	48.66	53.97	59.29	64.60
32	24.40	26.08	27.92	29.84	31.88	34.01	36.25	38.61	41.04	43.64	46.31	49.08	54.43	29.80	65.14
33	24.59	26.34	28.15	30.09	32.15	34.31	36.55	38.92	41.42	44.00	46.72	49.49	54.87	60.30	65.70
34	24.82	26.55	28.40	30.33	32.41	34.60	36.86	39.26	41.76	44.37	47.10	49.92	55.34	60.81	66.24
35	25.01	26.74	28.63	30.60	32.70	34.88	37.17	39.60	42.11	44.74	47.47	50.34	55.80	61.31	66.79
36	25.23	26.99	28.86	30.84	32.96	35.17	37.47	39.91	42.46	45.11	47.88	50.75	56.27	61.83	67.35

	Pay Level														
	1	2	En .	4	5	9	7	80	6	10	11	12	13	14	15
Step															
10	18.34	19.62	20.99	22.43	23.97	25.57	27.25	29.05	30.88	32.81	34.82	36.91	40.93	44.96	48.98
05	18.55	19.85	21.24	22.71	24.26	25.89	27.57	29.37	31.25	33.19	35.22	37.33	41.41	45.49	49.55
03	18.76	20.08	21.49	22.95	24.52	26.16	27.91	29.70	31.60	33.58	35.64	37.76	41.86	46.00	50.10
04	18.97	20.31	21.72	23.22	24.82	26.46	28.20	30.03	31.95	33.95	36.04	38.18	42.34	46.52	50.68
05	19.19	20.53	21.96	23.45	25.06	26.73	28.52	30.37	32.31	34.32	36.42	38.61	42.81	47.03	51.24
90	19.41	20.76	22.21	23.74	25.35	27.06	28.80	30.70	32.67	34.70	36.82	39.05	43.29	47.56	51.82
07	19.61	20.98	22.44	23.98	25.62	27.36	29.15	31.03	33.01	35.08	37.23	39.45	43.75	48.07	52.38
80	19.82	21.21	22.70	24.26	25.91	27.63	29.46	31.37	33.37	35.46	37.63	39.88	44.22	48.58	52.93
60	20.04	21.43	22.91	24.50	26.16	27.95	29.76	31.71	33.72	35.83	38.04	40.29	44.70	49.11	53.50
10	20.25	21.66	23.17	24.77	26.46	28.23	30.10	32.04	34.08	36.21	38.42	40.72	45.16	49.61	54.05
11	20.46	21.88	23.40	25.01	26.71	28.52	30.40	32.37	34.43	36.58	38.84	41.16	45.63	50.12	54.62
12	20.67	22.11	23.65	25.29	27.00	28.79	30.70	32.71	34.79	36.96	39.24	41.58	46.10	50.65	55.18
13	20.87	22.32	23.89	25.52	27.26	29.11	31.02	33.04	35.14	37.34	39.62	42.01	46.58	51.16	55.73
14	21.09	22.55	24.12	25.81	27.56	29.41	31.33	33.37	35.50	37.73	40.02	42.42	47.04	51.68	56.31
15	21.29	22.78	24.37	26.05	27.82	29.70	31.65	33.71	35.85	38.10	40.43	42.84	47.51	52.19	56.85
16	21.52	23.00	24.60	26.32	28.10	29.99	31.96	34.04	36.21	38.48	40.84	43.28	47.98	52.70	57.44
17	21.73	23.24	24.87	26.56	28.38	30.29	32.29	34.37	36.56	38.85	41.23	43.70	48.45	53.23	57.98
18	21.93	23.45	25.08	26.85	28.66	30.59	32.58	34.70	36.92	39.22	41.63	44.13	48.92	53.74	58.56
19	22.14	23.68	25.34	27.09	28.94	30.87	32.91	35.04	37.27	39.60	42.03	44.55	49.39	54.27	59.13
20	22.35	23.91	25.57	27.35	29.20	31.18	33.21	35.37	37.63	39.98	42.43	44.96	49.87	54.77	29.68
21	22.56	24.14	25.83	27.59	29.49	31.46	33.52	35.72	37.98	40.37	42.83	45.40	50.34	55.30	60.26
22	22.78	24.36	26.06	27.85	29.75	31.76	33.85	36.05	38.34	40.73	43.25	45.82	50.81	55.82	60.81
23	22.97	24.57	26.32	28.11	30.03	32.05	34.15	36.38	38.68	41.13	43.64	46.24	51.30	56.33	61.37
24	23.19	24.83	26.53	28.37	30.31	32.34	34.47	36.71	39.06	41.48	44.02	46.68	51.74	56.84	61.94
25	23.40	25.03	26.82	28.62	30.60	32.65	34.79	37.04	39.40	41.86	44.43	47.09	52.20	57.36	62.50
56	23.62	25.28	27.03	28.88	30.86	32.93	35.09	37.37	39.75	42.25	44.84	47.51	52.67	57.89	63.08
27	23.84	25.48	27.25	29.15	31.13	33.22	35.40	37.70	40.13	42.62	45.23	47.94	53.16	58.41	63.63
28	24.03	25.71	27.52	29.41	31.41	33.52	35.73	38.05	40.47	42.99	45.63	48.36	53.63	58.93	64.20

NAPE Campus Enforcement and Patrol (Locals 7803 and 1804) Effective April 1, 2025

	Pay Level														
	1	7	8	4	45	9	7	80	6	10	11	12	13	14	15
Step															
59	24.26	25.95	27.73	29.67	31.70	33.83	36.04	38.37	40.81	43.37	46.02	48.80	54.09	59.43	64.75
30	24.46	26.15	28.01	29.90	31.96	34.11	36.33	38.72	41.18	43.75	46.44	49.22	54.57	59.96	65.32
31	24.68	26.40	28.23	30.18	32.24	34.39	36.68	39.06	41.53	44.14	46.84	49.63	55.05	60.48	62.89
32	24.89	26.60	28.48	30.44	32.52	34.69	36.98	39.38	41.86	44.51	47.24	50.06	55.52	61.00	66.44
33	25.08	26.87	28.71	30.69	32.79	35.00	37.28	39.70	42.25	44.88	47.65	50.48	55.97	61.51	67.01
34	25.32	27.08	28.97	30.94	33.06	35.29	37.60	40.05	42.60	45.26	48.04	50.92	56.45	62.03	67.56
35	25.51	27.27	29.20	31.21	33.35	35.58	37.91	40.39	42.95	45.63	48.42	51.35	56.92	62.54	68.13
36	25.73	27.53	29.44	31.46	33.62	35.87	38.22	40.71	43.31	46.01	48.84	51.77	57.40	63.07	68.70

32,413 34,6							0	9	70	7.7	77		14	
	34,668	37,090	39,641	42,351	45,192	48,159	51,295	54,555	57,977	61,526	62,209	72,306	79,439	86,543
32,782 35,0	35,068	37,516	40,098	42,837	45,711	48,714	51,886	55,184	58,639	62,232	65,952	73,141	80,356	82,538
33,156 35,4	35,464	37,943	40,551	43,326	46,233	49,270	52,472	55,809	29,308	62,939	66,704	73,971	81,271	88,532
33,528 35,8	35,865	38,370	41,008	43,813	46,750	49,823	53,063	56,434	59,975	63,649	67,455	74,804	82,184	89,524
33,899 36,2	36,265	38,796	41,467	44,301	47,271	50,376	53,656	57,063	60,641	64,357	68,204	75,630	83,093	90,524
34,274 36,6	36,661	39,222	41,917	44,784	47,790	50,929	54,241	57,688	61,307	65,060	68,954	76,463	84,005	91,514
34,645 37,0	37,062	39,651	42,375	45,274	48,308	51,485	54,832	58,316	61,972	65,767	69,703	77,295	84,918	92,510
35,017 37,4	37,456	40,076	42,830	45,758	48,829	52,038	55,423	58,941	65,639	66,477	70,453	78,125	85,833	93,506
35,392 37,8	37,857	40,499	43,286	46,245	49,347	52,593	56,010	59,570	908'89	67,182	71,200	78,954	86,742	94,503
35,765 38,2	38,255	40,926	43,742	46,733	49,867	53,145	26,600	60,199	63'69	67,892	71,949	79,786	87,662	95,496
36,134 38,6	38,652	41,353	44,199	47,220	50,387	53,696	57,190	60,824	64,635	68,598	72,702	80,617	88,572	96,493
36,508 39,0	39,051	41,778	44,651	47,709	50,903	54,252	57,780	61,452	65,304	69,307	73,452	81,450	89,486	97,485
36,880 39,4	39,450	42,207	45,111	48,192	51,426	54,804	58,372	62,078	65,970	70,012	74,197	82,279	968'06	98,480
37,254 39,8	39,849	42,635	45,563	48,678	51,946	55,357	58,958	62,705	66,634	70,719	74,950	83,113	91,311	99,474
37,626 40,3	40,246	43,059	46,020	49,165	52,466	55,909	59,548	63,334	67,302	71,426	75,700	83,944	92,224	100,469
37,998 40,6	40,649	43,483	46,473	49,657	52,984	56,466	60,137	63,958	296'29	72,131	76,449	84,774	93,138	101,462
38,371 41,0	41,046	43,909	46,935	50,140	53,502	57,016	60,731	64,585	68'639	72,843	77,200	909′58	94,047	102,461
38,744 41,4	41,440	44,338	47,389	50,627	54,025	57,571	61,318	65,217	69,304	73,548	77,949	86,438	94,965	103,454
39,114 41,8	41,841	44,768	47,842	51,114	54,541	58,126	61,906	65,841	69,975	74,257	78,696	87,265	95,880	104,450
39,487 42,	42,240	45,191	48,298	51,603	55,065	58,682	62,497	66,468	70,638	74,963	79,444	88,098	96,791	105,441
39,861 42,0	42,639	45,614	48,753	52,086	55,575	59,234	63,087	67,095	71,301	75,671	80,196	88,931	97,704	106,434
40,234 43,0	43,038	46,040	49,208	52,575	56,098	59,787	63,679	67,721	71,966	76,378	80,947	89,760	98,616	107,433
40,606 43,	43,436	46,467	49,664	53,061	56,620	60,338	64,269	68,351	72,633	77,081	81,701	90,594	99,530	108,423
40,980 43,	43,836	46,896	50,120	53,547	57,140	60,895	64,856	826,89	73,299	77,791	82,444	91,423	100,441	109,424
41,352 44,	44,233	47,323	50,573	54,036	57,660	61,448	65,443	665'69	73,967	78,499	83,193	92,255	101,353	110,417
41,725 44,0	44,629	47,748	51,030	54,520	58,176	62,002	66,035	70,231	74,634	79,205	83,944	93,083	102,269	111,414
42,096 45,0	45,027	48,175	51,489	55,010	969'85	62,556	66,624	70,858	75,297	79,909	84,693	93,917	103,184	112,407
	45,429	48,601	51,945	55,498	59,217	63,107	67,213	71,486	75,966	80,622	85,441	94,749	104,096	113,402

	Pay Level	****													
	1	2	3	4	5	9	7	80	6	10	11	12	13	14	15
Step															
29	42,839		49,026	52,399	55,981	59,733	63'659	67,802	72,113	76,634	81,328	86,192	95,577	105,007	114,395
30	43,213			52,852	56,469	60,259	64,214	68,392	72,739	77,300	82,036	86,942	96,409	105,923	115,390
31	43,586	46,622		53,308	56,958	60,773	64,769	68,981	73,367	21,968	82,741	87,692	97,241	106,834	116,387
32	43,960	47,024		53,766	57,440	61,295	65,324	69,572	73,991	78,634	83,447	88,440	98,074	107,750	117,380
33	44,330	47,420		54,221	57,927	61,813	65,876	70,164	74,617	79,298	84,154	89,192	98,904	108,659	118,374
34	44,705	47,821		54,676	58,414	62,331	66,429	70,753	75,247	79,963	84,863	89,937	99,733	109,572	119,371
35	45,077	48,218	51,582	55,133	58,904	62,851	66,984	71,338	75,875	80,633	85,571	90,690	100,565	110,486	120,364
36	45,447	48,612		55,588	59,387	63,373	67,535	71,930	76,503	81,295	86,280	91,437	101,396	111,401	121,364

	Pay Level	****													
	1	2	en en	4	5	9	_	∞	6	10	11	12	13	14	15
Step															
01	33,061	35,361	37,832	40,434	43,198	46,096	49,122	52,321	55,646	59,137	62,757	66,513	73,752	81,028	88,274
02	33,438	35,769	38,266	40,900	43,694	46,625	49,688	52,924	56,288	59,812	63,477	67,271	74,604	81,963	89,289
03	33,819	36,173	38,702	41,362	44,193	47,158	50,255	53,521	56,925	60,494	64,198	68,038	75,450	82,896	90,303
04	34,199	36,582	39,137	41,828	44,689	47,685	50,819	54,124	57,563	61,175	64,922	68,804	76,300	83,828	91,314
92	34,577	36,990	39,572	42,296	45,187	48,216	51,384	54,729	58,204	61,854	65,644	895'69	77,143	84,755	92,334
90	34,959	37,394	40,006	42,755	45,680	48,746	51,948	55,326	58,842	62,533	66,361	70,333	77,992	85,685	93,344
20	35,338	37,803	40,444	43,223	46,179	49,274	52,515	55,929	59,482	63,211	67,082	71,097	78,841	86,616	94,360
80	35,717	38,205	40,878	43,687	46,673	49,806	53,079	56,531	60,120	63,892	67,807	71,862	79,688	87,550	95,376
60	36,100	38,614	41,309	44,152	47,170	50,334	53,645	57,130	60,761	64,572	68,526	72,624	80,533	88,477	96,393
10	36,480	39,020	41,745	44,617	47,668	50,864	54,208	57,732	61,403	65,248	69,250	73,388	81,382	89,415	97,406
11	36,857	39,425	42,180	45,083	48,164	51,395	54,770	58,334	62,040	65,928	026'69	74,156	82,229	90,343	98,423
12	37,238	39,832	42,614	45,544	48,663	51,921	55,337	58,936	62,681	66,610	70,693	74,921	83,079	91,276	99,435
13	37,618	40,239	43,051	46,013	49,156	52,455	55,900	59,539	63,320	62,289	71,412	75,681	83,925	92,204	100,450
14	37,999	40,646	43,488	46,474	49,652	52,985	56,464	60,137	63'629	296'29	72,133	76,449	84,775	93,137	101,463
15	38,379	41,051	43,920	46,940	50,148	53,515	57,027	60,739	64,601	68,648	72,855	77,214	85,623	94,068	102,478
16	38,758	41,462	44,353	47,402	50,650	54,044	57,595	61,340	65,237	69,326	73,574	876,77	86,469	95,001	103,491
17	39,138	41,867	44,787	47,874	51,143	54,572	58,156	61,946	65,877	70,012	74,300	78,744	87,318	95,928	104,510
18	39,519	42,269	45,225	48,337	51,640	55,106	58,722	62,544	66,521	70,690	75,019	79,508	88,167	96,864	105,523
19	39,896	42,678	45,663	48,799	52,136	55,632	59,289	63,144	67,158	71,375	75,742	80,270	89,010	862'26	106,539
20	40,277	43,085	46,095	49,264	52,635	56,166	59,856	63,747	67,797	72,051	76,462	81,033	89,860	98,727	107,550
21	40,658	43,492	46,526	49,728	53,128	26,687	60,419	64,349	68,437	72,727	77,184	81,800	90,710	859'66	108,563
22	41,039	43,899	46,961	50,192	53,627	57,220	60,983	64,953	69,075	73,405	906'22	82,566	91,555	100,588	109,582
23	41,418	44,305	47,396	50,657	54,122	57,752	61,545	65,554	69,718	74,086	78,623	83,335	92,406	101,521	110,591
24	41,800	44,713	47,834	51,122	54,618	58,283	62,113	66,153	70,358	74,765	79,347	84,093	93,251	102,450	111,612
25	42,179	45,118	48,269	51,584	55,117	58,813	62,677	66,752	70,991	75,446	80,069	84,857	94,100	103,380	112,625
26	42,560	45,522	48,703	52,051	55,610	59,340	63,242	67,356	71,636	76,127	80,789	85,623	94,945	104,314	113,642
27	42,938	45,928	49,139	52,519	56,110	59,870	63,807	67,956	72,275	76,803	81,507	86,387	95,795	105,248	114,655
28	43,317	46,338	49,573	52,984	26,608	60,401	64,369	68,557	72,916	77,485	82,234	87,150	96,644	106,178	115,670

	Pay Level	<u>f</u>	æ	4	4	ø	7	90	Q.	10	11	12	13	14	15
Step				;											
29	43,696		50,007	53,447	57,101	60,928	64,932	69,158	73,555	78,167	82,955	87,916	97,489	107,107	116,683
30	44,077		50,441	53,909	57,598	61,464	65,498	09,760	74,194	78,846	83,677	88,681	98,337	108,041	117,698
31	44,458		50,878	54,374	58,097	61,988	66,064	70,361	74,834	79,527	84,396	89,446	99,186	108,971	118,715
32	44,839		51,311	54,841	58,589	62,521	66,630	70,963	75,471	80,207	85,116	90,209	100,035	109,905	119,728
33	45,217		51,748	55,305	29,086	63,049	67,194	71,567	76,109	80,884	85,837	90,976	100,882	110,832	120,741
34	45,599		52,179	55,770	59,582	63,578	67,758	72,168	76,752	81,562	86,560	91,736	101,728	111,763	121,758
35	45,979	49,182	52,614	56,236	60,082	64,108	68,324	72,765	77,393	82,246	87,282	92,504	102,576	112,696	122,771
36	46,356		53,050	56,700	60,575	64,640	68,886	73,369	78,033	82,921	900′88	93,266	103,424	113,629	123,791

	Pay Level	1 2	m	4	5	9	7	00	6	10	11	12	13	14	15
Step															
01	33,722	36,068	38,589	41,243	44,062	47,018	50,104	53,367	56,759	60,320	64,012	67,843	75,227	82,649	90,039
02	34,107	36,484	39,031	41,718	44,568	47,558	50,682	53,982	57,414	61,008	64,747	68,616	960'92	83,602	91,075
03	34,495	36,896	39,476	42,189	45,077	48,101	51,260	54,591	58,064	61,704	65,482	66,399	76,959	84,554	92,109
04	34,883	37,314	39,920	42,665	45,583	48,639	51,835	55,206	58,714	65,399	66,220	70,180	77,826	85,505	93,140
02	35,269	37,730	40,363	43,142	46,091	49,180	52,412	55,824	59,368	63,091	296'99	70,959	78,686	86,450	94,181
90	35,658	38,142	40,806	43,610	46,594	49,721	52,987	56,433	60,019	63,784	67,688	71,740	79,552	87,399	95,211
20	36,045	38,559	41,253	44,087	47,103	50,259	53,565	57,048	60,672	64,475	68,424	72,519	80,418	88,348	96,247
80	36,431	38,969	41,696	44,561	47,606	50,802	54,141	57,662	61,322	65,170	69,163	73,299	81,282	89,301	97,284
60	36,822	39,386	42,135	45,035	48,113	51,341	54,718	58,273	61,976	65,863	268'69	74,076	82,144	90,247	98,321
10	37,210	39,800	42,580	45,509	48,621	51,881	55,292	58,887	62,631	66,553	70,635	74,856	83,010	91,203	99,354
11	37,594	40,214	43,024	45,985	49,127	52,423	55,865	59,501	63,281	67,247	71,369	75,639	83,874	92,150	100,391
12	37,983	40,629	43,466	46,455	49,636	52,959	56,444	60,115	63,935	67,942	72,107	76,419	84,741	93,102	101,424
13	38,370	41,044	43,912	46,933	50,139	53,504	57,018	60,730	64,586	68,635	72,840	77,195	85,604	94,048	102,459
14	38,759	41,459	44,358	47,403	50,645	54,045	57,593	61,340	65,238	69,326	73,576	876,77	86,471	95,000	103,492
15	39,147	41,872	44,798	47,879	51,151	54,585	58,168	61,954	65,893	70,021	74,312	78,758	87,335	95,949	104,528
16	39,533	42,291	45,240	48,350	51,663	55,125	58,747	62,567	66,542	70,713	75,045	79,538	88,198	96,901	105,561
17	39,921	42,704	45,683	48,831	52,166	55,663	59,319	63,185	67,195	71,412	75,786	80,319	89,064	97,847	106,600
18	40,309	43,114	46,130	49,304	52,673	56,208	968'69	63,795	67,851	72,104	76,519	81,098	89,930	98,801	107,633
19	40,694	43,532	46,576	49,775	53,179	56,745	60,475	64,407	68,501	72,803	77,257	81,875	90,790	99,754	108,670
20	41,083	43,947	47,017	50,249	53,688	57,289	61,053	65,022	69,153	73,492	77,991	82,654	91,657	100,702	109,701
21	41,471	44,362	47,457	50,723	54,191	57,821	61,627	65,636	908'69	74,182	78,728	83,436	92,524	101,651	110,734
22	41,860	44,777	47,900	51,196	54,700	58,364	62,203	66,252	70,457	74,873	79,464	84,217	93,386	102,600	111,774
23	42,246	45,191	48,344	51,670	55,204	58,907	62,776	66,865	71,112	75,568	80,195	85,002	94,254	103,551	112,803
24	42,636	45,607	48,791	52,144	55,710	59,449	63,355	67,476	71,765	76,260	80,934	85,775	95,116	104,499	113,844
25	43,023	46,020	49,234	52,616	56,219	59,989	63,931	68,087	72,411	76,955	81,670	86,554	95,982	105,448	114,878
26	43,411	46,432	49,677	53,092	56,722	60,527	64,507	68,703	73,069	77,650	82,405	87,335	96,844	106,400	115,915
27	43,797	46,847	50,122	53,569	57,232	61,067	65,083	69,315	73,721	78,339	83,137	88,115	97,711	107,353	116,948
28	44,183	47,265	50,564	54,044	57,740	61,609	65,656	69,928	74,374	79,035	83,879	88,893	98,577	108,302	117,983

Page 5 of 8

	Pay Level	-													
	1	2	m	4	5	9	_	90	6	10	11	12	13	14	15
Step															
29	44,570		51,007	54,516	58,243	62,147	66,231	70,541	75,026	79,730	84,614	89,674	99,439	109,249	119,017
30	44,959		51,450	54,987	58,750	62,693	808′99	71,155	75,678	80,423	85,351	90,455	100,304	110,202	120,052
31	45,347	48,505	51,896	55,461	59,259	63,228	67,385	71,768	76,331	81,118	86,084	91,235	101,170	111,150	121,089
32	45,736	48,923	52,337	55,938	59,761	63,771	67,963	72,382	76,980	81,811	86,818	92,013	102,036	112,103	122,123
33	46,121	49,335	52,783	56,411	60,268	64,310	68,538	72,998	77,631	82,502	87,554	95,796	102,900	113,049	123,156
34	46,511	49,753	53,223	56,885	60,774		69,113		78,287	83,193	88,291	93,571	103,763	113,998	124,193
35	46,899	50,166	53,666	57,361	61,284	65,390	069'69	74,220	78,941	83,891	89,028	94,354	104,628	114,950	125,226
36	47,283	50,576	54,111	57,834	61,787	65,933	70,264	74,836	79,594	84,579	99,768	95,131	105,492	115,902	126,267

	Pay Level	·													
	1	2	3	4	5	9	7	00	6	10	11	12	13	14	15
Step															
01	34,396	36,789	39,361	42,068	44,943	47,958	51,106	54,434	57,894	61,526	65,292	69,200	76,732	84,302	91,840
02	34,789	37,214	39,812	42,552	45,459	48,509	51,696	55,062	58,562	62,228	66,042	886'69	77,618	85,274	92,897
03	35,185	37,634	40,266	43,033	45,979	49,063	52,285	55,683	59,225	62,938	66,792	70,787	78,498	86,245	93,951
04	35,581	38,060	40,718	43,518	46,495	49,612	52,872	56,310	29,888	63,647	67,544	71,584	79,383	87,215	95,003
92	35,974	38,485	41,170	44,005	47,013	50,164	53,460	56,940	60,555	64,353	68,296	72,378	80,260	88,179	96,065
90	36,371	38,905	41,622	44,482	47,526	50,715	54,047	57,562	61,219	65,060	69,042	73,175	81,143	89,147	97,115
20	36,766	39,330	42,078	44,969	48,045	51,264	54,636	58,189	61,885	65,765	69,792	73,969	82,026	90,115	98,172
98	37,160	39,748	42,530	45,452	48,558	51,818	55,224	58,815	62,548	66,473	70,546	74,765	82,908	91,087	99,230
60	37,558	40,174	42,978	45,936	49,075	52,368	55,812	59,438	63,216	67,180	71,295	75,558	83,787	92,052	100,287
10	37,954	40,596	43,432	46,419	49,593	52,919	56,398	60,065	63,884	67,884	72,048	76,353	84,670	93,027	101,341
11	38,346	41,018	43,884	46,905	50,110	53,471	56,982	60,691	64,547	68,592	72,796	77,152	85,551	93,993	102,399
12	38,743	41,442	44,335	47,384	50,629	54,018	57,573	61,317	65,214	69,301	73,549	77,947	86,436	94,964	103,452
13	39,137	41,865	44,790	47,872	51,142	54,574	58,158	61,945	65,878	70,008	74,297	78,739	87,316	95,929	104,508
14	39,534	42,288	45,245	48,351	51,658	55,126	58,745	62,567	66,543	70,713	75,048	79,538	88,200	006′96	105,562
15	39,930	42,709	45,694	48,837	52,174	55,677	59,331	63,193	67,211	71,421	75,798	80,333	89,082	898'26	106,619
16	40,324	43,137	46,145	49,317	52,696	56,228	59,922	63,818	67,873	72,127	76,546	81,129	89,962	98,839	107,672
17	40,719	43,558	46,597	49,808	53,209	56,776	60,505	64,449	68,539	72,840	77,302	81,925	90,845	99,804	108,732
18	41,115	43,976	47,053	50,290	53,726	57,332	61,094	65,071	69,208	73,546	78,049	82,720	91,729	100,777	109,786
19	41,508	44,403	47,508	50,771	54,243	57,880	61,685	65,695	69,871	74,259	78,802	83,513	93,606	101,749	110,843
20	41,905	44,826	47,957	51,254	54,762	58,435	62,274	66,322	70,536	74,962	79,551	84,307	93,490	102,716	111,895
21	42,300	45,249	48,406	51,737	55,275	58,977	62,860	66,949	71,202	75,666	80,303	85,105	94,374	103,684	112,949
22	42,697	45,673	48,858	52,220	55,794	59,531	63,447	67,577	71,866	76,370	81,053	85,901	95,254	104,652	114,009
23	43,091	46,095	49,311	52,703	56,308	90,085	64,032	68,202	72,534	620'22	81,799	86,702	96,139	105,622	115,059
24	43,489	46,519	49,767	53,187	56,824	60,638	64,622	68,826	73,200	77,785	82,553	87,491	97,018	106,589	116,121
25	43,883	46,940	50,219	53,668	57,343	61,189	65,210	69,449	73,859	78,494	83,303	88,285	97,902	107,557	117,176
56	44,279	47,361	50,671	54,154	27,856	61,738	65,797	70,07	74,530	79,203	84,053	89,082	98,781	108,528	118,233
27	44,673	47,784	51,124	54,640	58,377	62,288	66,385	70,701	75,195	906'62	84,800	89,877	599'66	109,500	119,287
28	45,067	48,210	51,575	55,125	58,895	62,841	696'99	71,327	75,861	80,616	85,557	90,671	100,549	110,468	120,343

	Pay Leve	-													
	1	2	3	4	5	9	7	00	6	10	11	12	13	14	15
Step															
29	45,461	48,632	52,027	55,606	59,408	63,390	955'29	71,952	76,527	81,325	86,306	91,467	101,428	111,434	121,397
30	45,858	49,056	52,479	56,087		63,947	68,144	72,578	77,192	82,031	82,058	92,264	102,310	112,406	122,453
31	46,254	49,475		56,570	60,444	64,493	68,733	73,203	77,858	82,740	87,806	93,060	103,193	113,373	123,511
32	46,651	49,901		57,057	956'09	65,046	69,322	73,830	78,520	83,447	88,554	93,853	104,077	114,345	124,565
33	47,043	50,322		57,539	61,473	965'59	606'69	74,458	79,184	84,152	89,305	94,652	104,958	115,310	125,619
34	47,441	50,748		58,023	61,989	66,147	70,495	75,083	79,853	84,857	90,057	95,442	105,838	116,278	126,677
35	47,837	51,169	54,739	58,508	62,510	869'99	71,084	75,704	80,520	85,569	608'06	96,241	106,721	117,249	127,731
36	48,229	51,588		58,991	63,023	67,252	71,669	76,333	81,186	86,271	91,561	97,034	107,602	118,220	128,792

* SCHEDULE A

RATES OF PAY FOR CLASSES OF EMPLOYEES INCLUDED IN THE BARGAINING UNIT

Implementation For Campus Enforcement and Patrol Officers:

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

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

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

Effective April 1, 2025 Increase each step of each salary scale by 2%

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

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

- (b) Employees should advance two (2) steps on their respective salary scales on the completion of each successive twelve (12) months of service (2080 hours for part-time employees) from their last step progression subject to the maximum of the range.
- 3. "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) calendar days or less, but does not include an employee who is on Long Term Disability as provided for under Article 20, Clause 20.01 (Sick Leave). Periods of Long Term Disability shall be counted as service for the purpose of step progression.

Implementation For Clerical Staff

- 1. Implement the preceding salary scales as indicated.
- 2. (a) Effective April 1, 2022 Increase each step of each salary scale by 2%

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

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

Effective April 1, 2025 Increase each step of each salary scale by 2%

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

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

- (b) Employees shall advance two (2) steps on their respective Band level on the completion of each successive twelve (12) months of service from the last step progression subject to the maximum of the range.
- 3. "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) calendar days or less, but does not include an employee who is on Long Term Disability as provided for under Article 20, Clause 20.01 (Sick Leave). Periods of Long Term Disability shall be counted as service for the purpose of step progression.

Schedule A - Band Levels

Band Level 3 Band Level 2 Band Level I CEP Officer I Senior Clerk Clerk Clerk Stenographer Intermediate Clerk Intermediate Clerk Stenographer Band Level 6 Band Level 5 Band Level 4 **CEP Officer III CEP Officer II** Band Level 9 Band Level 8 Band Level 7

CEP Officer IV

*SCHEDULE B

All uniforms and equipment issued remain the property of Memorial University Campus Enforcement and Patrol. When the employment relationship terminates in accordance with Article 22 all protective clothing, uniforms and equipment shall be returned to the Employer. Failure to return property belonging to the Employer shall result in deductions from last pay cheque.

The following items of clothing will be provided to Campus Enforcement and Patrol Officers coming within NAPE Locals 7803 and 1804:

UNIFORMS:

Two	(2) ties as required
Two	(2) Mock Neck Shirts
Three	(3) Pairs of trousers each year (maternity as required)
Four	(4) Shirts (choice of long/short sleeve option)
One	(1) Pair winter gloves every year
One	(1) Pair of summer boots/shoes every year
One	(1) Pair of Winter Boots ever two (2) years
One	(1) 3-1 Traffic Jacket with liner as required
One	(1) Patrol Forage Cap as required
One	(1) Patrol Forage Cap waterproof cover as required
One	(1) Winter Fur Hat as required
One	(1) Patrol Sweater as required
One	(1) Set of rainwear as required
One	(1) Pair of Kevlar cut resistant gloves as required
One	(1) Breast of Shield (Badge)
One	(1) Pair of handcuffs and case as required
One	(1) Ballistic vest as required
One	(1) flashlight as required

Service bars will be attached to Shirts
Rank Insignia Emblems for Patrol Officer IV will be attached to shirts/jackets/parkas

A committee comprised of Locals 7803 and 1804, and CEP Management will determine a point system (based on the value of current uniform issued on an annual basis) for the clothing issue and make recommendations on agreed exchanges. Employees are responsible for having a complete uniform but may augment the standard kit by selecting substitutes.

Where specialty footwear or orthotic aids are required to address a medical issue as recommended by a medical specialist, the Employer shall reimburse up to \$100.00 every two (2) years.

SCHEDULE C LETTERS OF INTENT

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

Dear Mr. Henley:

Notwithstanding the provisions of Article 27 and Article 28 of the Collective Agreement covering Campus Enforcement and Patrol Unit personnel, hours of work for salaried employees in the following classes will be thirty-five (35) hours per week:

Clerk

Clerk Stenographer

Intermediate Clerk

Intermediate Clerk Stenographer

Senior Clerk

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

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/tc

April 8, 2019

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

Dear Mr. Foley:

RE: Rank System Campus Enforcement and Patrol Personnel

This will confirm the understanding reached during negotiations wherein it was agreed to introduce the following rank system with respect to Campus Enforcement and Patrol personnel.

Campus Enforcement and Patrol Officer I Campus Enforcement and Patrol Officer II Campus Enforcement and Patrol Officer III Campus Enforcement and Patrol Officer IV

The existing Officers in the Control Room may be assigned regular shift duties and bargaining unit Clerks may be required to perform the Control Room duties in emergency situations.

Mary Laum

Mary Barron

Associate Director of Human Resources

MB/tc

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

Dear Mr. Henley:

Those employed as of October 5, 1998, will continue to work 12-hour shifts and an average of 40 hours per week during the life of this Collective Agreement. Notwithstanding Article 28, it is understood that regularly scheduled hours above normal hours (average of two hours per week or eight hours per month) will be paid at straight time rates.

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

Campus Enforcement and Patrol Officers will receive straight-time compensation for "day per month", as outlined above. In exchange for forgoing overtime pay Campus Enforcement and Patrol Officers, employed prior to October 5, 1998 of this Collective Agreement, will receive the prorated portion of sixteen (16) hours per annum to be added on a fiscal year basis to their annual vacation entitlement. Contractual Campus Enforcement and Patrol Officers, employed prior to October 5, 1998 of this Collective Agreement, who "work day per month" will also be entitled to this benefit.

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/tc

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

Dear Mr. Foley:

The University will not employ part-time Enforcement and Patrol Officers on regular shift squads except as replacements or to avoid overtime costs.

Part-timers can be added to the full-time complement during peak periods, to work shifts of 4, 8 or 12 hours, general patrol or other irregular shifts. Full time employees on lay-off will be offered employment as part-time contractuals on a seniority basis. Part-time employees will accumulate seniority in accordance with hours worked. Part-time employees will be provided earned benefits of the Collective Agreement on a pro-rated basis. Part-time employees will be eligible to participate in the insured benefit plans and the University Pension Plan subject to the eligibility rules established for these plans.

Mary Barm

Mary Barron

Associate Director of Human Resources

MB/tc

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

Dear Mr. Henley:

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

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/tc

May 22, 2014

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

Dear Mr. Henley:

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

Employees will have the opportunity to avail of three (3) days or a maximum of twenty-four (24) hours professional development /job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be compensated at straight time rates on an hour-for-hour basis (pay or time-off) for up to three (3) days to a maximum of twenty-four (24) hours in the fiscal year.

Yours truly,

May Baum

Mary Barron

Associate Director of Human Resources

MB/tc

January 26, 2009

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

Dear Mr. Henley:

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

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

- (f) As the following cleaning contracts become due, the work will be taken over by the NAPE Custodial Bargaining Unit:
 - (1) 202 Elizabeth Avenue
 - (2) Alumni House
 - (3) 2 Clarke Place
 - (4) 4 Clarke Place
 - (5) Blackall School

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/tc

January 26, 2009

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

Dear Mr. Henley:

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

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

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

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

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

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

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

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/th

January 26, 2009

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

Dear Mr. Henley:

Re: Annual Leave Scheduling

This is to confirm our agreement during negotiations that the selection of vacation dates, in accordance with Article 31, should be done in the following manner during the peak vacation periods of the summer months and Christmas break:

- (1) A call for vacation preferred dates asking for first and second choices will be sent out with employees being required to submit their choices by April 15th of each year;
- (2) Employees shall be awarded their vacation, based upon choices, on a seniority basis within the applicable shift. Employees who are awarded their first choice will have to wait until all others are satisfied before they can use their seniority to claim their second choice;
- (3) Employees who do not submit a request prior to the date will only be considered after all those who submit a request, regardless of seniority;
- (4) All other vacation requests submitted, outside the peak periods, shall be awarded in accordance with Clause 31.06.

If you have any questions or concerns, do not hesitate to contact the undersigned.

Yours truly,

Claude Horlick

Associate Director of Human Resources

CH/tc

October 31, 2022

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

Dear Mr. Henley,

Employer agrees to compensate employees who work up to eighty-four (84) hours biweekly at straight time to be paid not banked.

Yours truly,

Mary Barron
Mary Barron

Associate Director of Human Resources

MB/tc

APPENDIX A Job Evaluation Appeal Procedures

A. Definitions:

- 1. "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to their current position, in accordance with Article 44, Job Evaluation.
- 2. "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
- 3. "Department Head" means Deans, Department Heads, and Directors, or any official authorized, in writing, to act on behalf of the Department Head.
- 4. "Rating(s)" mean the numeric grades assigned to each factor through the application of the Aiken Plan.
- 5. "Review" means an assessment conducted by the Department of Human Resources as a result of employee initiated request.

B. Constitution of Job Evaluation Appeal Committee:

- 1. There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair.
- 2. The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
- 3. The Committee shall hold meetings on appeals and shall meet with the appellant, Department Head and a representative from the Department of Human Resources to assist the Committee in conducting the appeal.
- 4. The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Administration and Finance).
- The appellant may be accompanied by another person of the appellant's choice from within the University or a Union representative, who may address the Committee on the appellant's behalf.
- 6. The employing Department concerned shall allow time off from regular duties to any employee who is required to meet with the Committee, or the person accompanying the appellant. In respect of such absence, the employee shall be regarded as being on authorized absence with pay.

- 7. The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Aiken Plan within Memorial University of Newfoundland. Training in the application of the AIKEN Plan will be provided to all committee members, as required.
- 8. The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.
- 9. The Committee members, including the Chair, will be appointed for a one (1) year period, renewable.
- 10. The Chair will be appointed subject to mutual agreement between the Union and the Employer.

C. Procedures:

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

- 1. An employee requesting appeal must complete the Request for Appeal of Job Evaluation Review Results form. The form should be sent to the Job Evaluation Appeal Committee within 10 days after receipt of the written notification of the review results from the Department Human Resources.
- 2. The Request for Appeal of Job Evaluation Review Results form must indicate which factor(s), under the Aiken Plan, an employee is appealing, the rating requested and the reason for the rating requested. An employee will have access to the Aiken Plan to assist in their submission. Copies of the Aiken Plan are available from the Department of Human Resources and the Union office.
- 3. An appeal shall not be submitted to, or considered by, the Committee:
 - (i) Unless procedures governing a request for review, as set forth in Article 44, have been followed.
 - (ii) On any criteria which differs from the original review conducted by the Department of Human Resources.
- 4. The consensus of the Committee shall prevail subject only to the provisions of the Memorial University of Newfoundland Act.
- 5. The Committee shall render a decision on appeals within 60 days of receipt, and the decision shall be conveyed, in writing, over the signature of the Chair to the appellant. The notification form will include the rating(s) on the factor(s) appealed by the employee, the point total, the Band Level assigned, the Band Level point range and

the effective date. The form will be copied to the Department Head and to the Department of Human Resources, for appropriate action.

- 6. Changes to a higher Band Level will be processed in accordance with Article 9.12.
- 7. The decision of the Appeal Committee is final.

APPENDIX B MEMORANDUM OF UNDERSTANDING

*MEMORANDUM OF UNDERSTANDING ANTI-RACISM

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

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

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