

COLLECTIVE AGREEMENT

Between

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1615

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

October 1, 2001

to

March 31, 2004

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

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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - DEFINITIONS

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

- (ii) "Part-time Employee" shall mean a person who ordinarily works less than the full time hours of work prescribed in Article 24 - Hours of Work
- (iii) "Permanent Employee" shall mean an employee who has completed the probationary period and is employed without reference to any specific date of termination of service.
- (iv) "Sessional Employee" shall mean an employee of the University who as part of normal employment may be temporarily laid off between semesters and who may be laid off for periods of up to twenty-two (22) continuous weeks or less.
- (e) "Employer" shall mean the Memorial University of Newfoundland.
- (f) "Layoff" shall mean a temporary cessation of employment of an employee because of lack of work or because of the abolition of a post.
- (g) "Month of Service" shall mean a calendar month in which an employee is in receipt of full salary for the prescribed number of regular working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay for twenty (20) days or less but does not include an employee who is on Long Term Disability as provided for under Article 30, Clause 30.02 (Sick Leave).
- (h) "Probationary Employee" shall mean an employee who is employed but who has worked less than the prescribed probationary period.
- (i) "President" shall mean the President of the University, a delegated representative, or any officer of the University authorized to act in the President's absence.
- (j) "Spouse" shall mean a person who is either married to an employee, or although not legally married to an employee, has cohabitated with the employee in a conjugal relationship for at least twelve (12) months.
- (k) "Union" shall mean the Canadian Union of Public Employees, Local 1615.
- (l) When a word in the singular number or either gender is used in this Agreement, it shall be construed as if the plural number or the other gender has been used and vice-versa where the context requires.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - EMPLOYEE RIGHTS

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

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for classes of employees as listed in Appendix A.
- * 5.02 (a) When new Classifications or positions are developed and/or new Classifications or positions are created as a result of restructuring, the Employer shall notify the Union in writing and shall consult with the Union as to whether such classifications or positions should be included in the Bargaining Unit. Should the Union and the Employer be unable to agree, the matter shall be referred to the Labour Relations Board.
- (b) When a bargaining unit position is vacated and the Employer intends to continue to have any or all of the duties performed or intends to refill the position the Employer shall notify the Union in writing. The notification shall indicate whether the Employer intends to modify the duties, title, classification, hours of work or status (i.e. whether permanent, sessional or contractual) of the position and the rationale for the change. Where there is no change, provision of a copy of the job posting shall be sufficient notification.
- 5.03 (a) The University will ensure that no employee in the bargaining unit shall be laid off nor denied an opportunity for recall, because duties normally performed by employees in the bargaining unit have

been or will be assigned to or assumed by students, faculty or excluded personnel.

- (b) The University will also ensure that students, faculty and excluded personnel will not be utilized to fill vacated union positions.
- (c) Both parties recognize the University's role in the community and its responsibility to the students it serves. The parties further recognize that the provision of employment for students is in the interest of the entire University community. The parties recognize that employment of students is for the purposes of augmenting the studies of students with work experience. Such employment is not for the purpose of replacing existing bargaining unit members.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by either party with respect to any employee in the matter of assignment of work, classification, discipline, discharge, hiring, layoff, promotion, recall, training, transfer, upgrading, wage rates, or otherwise by reason of age, physical and/or mental disability, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, membership or activity in any Union, or any similar reason.

ARTICLE 7 - UNION SECURITY AND DUES CHECKOFF

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in the Articles dealing with Union Security and Dues Checkoff.
- 7.02 The Employer agrees to honour a written assignment of dues to the Union certified as the bargaining agent and, unless the assignment is revoked in writing, delivered to the employer, the money so deducted shall be forwarded to the Secretary/Treasurer of the Union, biweekly. The Employer will forward to the Union, with the first dues deduction cheque following the signing of the Agreement, a list showing the names and classification code, sex, pay range and step number of the employees from whom dues have been deducted and each month thereafter a list showing deletions and/or additions for that month, giving department and classifications. The assignment shall be substantially in the form as suggested in Sub-section 2, Section 7, of the Labour Relations Act, SN, 1977, C. 64, and shall be signed by the employee in the presence of a signing witness.
- 7.03 All employees who are at the date of signing of this Agreement, or who become members of the Union, shall remain members during the term of this Agreement.
- 7.04 All employees not members of the Union coming within the Bargaining Unit will, as a condition of employment, pay the monthly dues of the Union within thirty (30) calendar days of the signing of the Agreement.
- 7.05 All new employees coming within the Bargaining Unit shall, from their date of hire, become and remain members of the Union.

7.06 Interviewing Opportunity

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

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

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

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources and/or designate and the Correspondence Secretary to the Union.

ARTICLE 9 - JOINT UNION MANAGEMENT COMMITTEE

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

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

9.03 The Committee shall meet if and when the need arises but in any event, every two (2) months. Representatives of the Bargaining Unit on the above mentioned Committee shall not suffer a loss of pay as a result of attending meetings of this Committee held during working hours.

9.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.

9.05 The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.06 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons and distributed to the members of the Committee within five (5) days of the close of the meeting.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

- 10.01 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 10.02 The Union shall have the right at any time to have the assistance of its representatives when dealing or negotiating with the Employer.

ARTICLE 11 - REGULATIONS

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

ARTICLE 12 - ADJUSTMENT OF GRIEVANCES

- 12.01 Should a dispute arise between the Union or an employee and the Employer regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or not, or an allegation is made that this Agreement has been violated, or should any other dispute arise out of the administration of this Agreement, an earnest effort shall be made to settle the dispute in accordance with the provisions of this Article.
- 12.02 An employee who has a complaint shall first present it verbally to the employee's Supervisor accompanied by a representative Shop Steward. The Supervisor shall answer verbally within one (1) working day. Should the verbal answer not be acceptable, the complaint shall be considered as a formal grievance and submitted at Step 1 of the Grievance Procedure.
- 12.03 When a dispute involving discharge, layoff, recall, or a question of general application or interpretation occurs, the Union and the Employer shall have the right to originate a grievance and Step 1 of this Article may be bypassed by mutual agreement.
- 12.04 The employee concerned may be present, if requested by the meeting, at any meeting held in connection with grievances.
- 12.05 Grievances shall be resolved with the following procedures:
 - Step 1: The employee shall discuss the complaint with the Shop Steward. If the Shop Steward considers the grievance to be justified, the employee concerned, together with the Shop Steward, may within fourteen (14) working days after the occurrence of the grievance or the employee becoming aware of the occurrence of the grievance submit the grievance in writing to the employee's Department Head and an earnest effort shall be made by all parties to settle the grievance at Step 1. The Department Head shall render a decision in writing within seven (7) working days of receipt of the grievance.

- Step 2: If the decision rendered at Step 1 is unsatisfactory, the grievance may be submitted in writing within seven (7) working days of the receipt of the Department Head's response, to the Director of Human Resources and/or designate. The Director of Human Resources and/or designate shall render a decision in writing following a meeting of the interested parties, if deemed necessary, within seven (7) working days of receipt of the grievance.
- Step 3: Failing a satisfactory settlement being reached, as provided in Step 2, either party to the Agreement may within ten (10) working days of the receipt of the response at Step 2 refer the dispute to arbitration. Either party may, after a dispute has been referred to arbitration, advise the other party of its desire to have the dispute mediated. Mediation shall only be utilized upon mutual agreement of the parties. Discussions at mediation shall be without prejudice and cannot be referenced at arbitration.

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

ARTICLE 13 - ARBITRATION

- 13.01 Any such reference to an Arbitration Board by either party may include any grievance arising out of the interpretation or application or alleged violation of this Agreement. The Board of Arbitration shall have the authority to rule only on those matters referred to it in the dispute and shall have jurisdiction to settle all issues referred including the question of arbitrability. The Board of Arbitration shall have the power to modify disciplinary measures imposed by the Employer, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 13.02 The party requesting arbitration must set forth in writing the issue or issues to be heard by the Arbitration Board and in what respect the Agreement has been violated or misinterpreted.

- 13.03 Within seven (7) days of receipt of the said notice of arbitration, each party shall notify the other in writing of the appointment of its representative to the Arbitration Board. In the event that either party fails to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Environment and Labour Relations of the Government of the Province of Newfoundland and Labrador to appoint a representative on behalf of the defaulting party.
- 13.04 The two (2) arbitrators so appointed shall within ten (10) days of the appointment of the latter appoint a third arbitrator who shall be Chairperson. The three (3) parties thus appointed shall constitute the Arbitration Board. In the event that the two (2) representatives of the parties to the Agreement fail to agree on the appointment of a Chairperson within the aforementioned ten (10) days, the Minister of Environment and Labour Relations of the Government of the Province of Newfoundland and Labrador may be requested by the representative of either party to appoint a Chairperson of the Arbitration Board; and such appointment shall be binding on both parties.
- 13.05 Within a reasonable time, not to exceed forty (40) days following its appointment, the Board shall meet for the purpose of hearing the evidence of both parties and shall render a decision following the completion of taking evidence, to which shall be attached all exhibits filed by the parties with their briefs at the hearing or hearings. A copy of the Board's decision shall be immediately given to both parties to the dispute and this decision shall be binding on both parties as provided for in Section 23 of The Labour Relations Act, SN, 1977, C. 64.
- 13.06 If a party fails to attend or be represented without good cause at an arbitration hearing, the Arbitration Board may proceed as if the party had been present or represented.
- 13.07 The fees and expenses of the Chairperson of the Arbitration Board shall be equally divided between the Employer and the Union. Each party shall bear the expense of its nominee on the Arbitration Board.
- 13.08 The time limits set forth in this Article may be varied by mutual consent of the parties to this Agreement.
- 13.09 Notwithstanding any other provisions of this Article, the parties may mutually agree to the substitution of a single arbitrator for an Arbitration Board, in which event, the foregoing provisions of the Article shall apply equally to a single arbitrator when reference is made to an Arbitration Board.

ARTICLE 14 - DISCIPLINE, SUSPENSION, AND DISCHARGE

- 14.01 The Employer shall have the right to discipline, suspend, or discharge an employee for just and sufficient cause. Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. In the event the Employer initiates a disciplinary action against an employee, the following procedures shall be followed:

- (a) When disciplinary action is taken against an employee, the employee shall, within three (3) days of oral notification, be notified in writing of the cause and of the action taken or to be taken.
 - (b) Where an employee claims to have been unjustly dealt with, the employee shall have the right to be heard in accordance with the procedure for adjustment of grievances as set out in Article 12.
 - (c) Where cause for discipline, suspension or discharge is alleged to exist, the employee may be suspended during an investigation and shall be notified in writing by the Director of Human Resources and/or designate of the decision and the cause. In situations where the Employer is unable to investigate the matter to its satisfaction, but feels the employee should be removed from the employee's place of employment, it shall be with pay.
 - (d) Where the decision is for discharge, the matter may be taken up at Step 2 of the Grievance Procedure.
- 14.02 A probationary employee shall have recourse to the grievance procedure with the exception that the termination of a probationary employee is not subject to the grievance procedure other than on the grounds of discrimination or bad faith. The probationary employee shall be given at least two (2) weeks' notice of termination or payment in lieu of such notice.
- 14.03 The University shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee's duties provided that the University is satisfied that: the employee performed duties required by the University; the employee acted within the scope of the employee's employment; and, that the employee did not engage in willful misconduct.

ARTICLE 15 - PERSONAL FILES

- 15.01 Copies of documents placed on an employee's personal file which may, at any time, be the basis of disciplinary action, shall be supplied concurrently to the employee by registered mail or by hand. Copies of such documents shall also be supplied concurrently to the secretary of the union who shall hold such in the strictest confidence. The employee shall acknowledge receiving such documents by signing the file copy. Employees shall have the right to respond in writing to any documents placed in their file and their response shall also form part of their personal file.
- 15.02 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after eighteen (18) months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.
- 15.03 When an employee has a grievance, those copies referred to in Clause 15.01 and retained in the personal file will be made available to the employee.
- 15.04 An employee shall have, on giving reasonable notice, access to the employee's personal file.

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

ARTICLE 16 - STRIKES & LOCKOUTS

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

ARTICLE 17 - ACCESS AND SHOP STEWARDS

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

ARTICLE 18 - TIME OFF FOR UNION BUSINESS

- 18.01 With the approval in writing of the Director of Human Resources and/or designate and where the operational requirements permit, time off without loss of pay, benefits, and seniority, not to exceed eighty-five (85) person days a year in total will be granted, provided there is no cost to the Employer.
- 18.02 With the approval in writing of the Director of Human Resources and/or designate and where operational requirements permit, time off for educational and professional development events sponsored by the Union not to exceed twenty (20) days will be cost-shared by the University and the Union as follows:

<u>Union Share</u>	<u>Days</u>	<u>University Share</u>
First five (5) additional days 25%		75%
Next ten (10) additional days 50%		50%
Next five (5) additional days 75%		25%

- * 18.03 (a) Time off without loss of pay, benefits, and seniority will be granted, to employees who are members of the Negotiating Committee while they are attending actual negotiating sessions, on the understanding that the number of employees in attendance at negotiations shall be kept to a maximum of seven (7), inclusive of the representatives of the Sir Wilfred Grenfell College.

- (b) The Union shall provide as much notice to the Employer as is reasonably possible of the names of the members of the Union negotiating committee.
- 18.04 The Employer shall continue to provide the Union with its present office space or equivalent office space at no cost to the Union.
- 18.05 Leave without pay up to one (1) year, subject to renewal, shall be granted, upon application to the Board, to an employee upon being appointed or elected to a full-time office in the Canadian Union of Public Employees or its affiliates.

ARTICLE 19 - SENIORITY

- 19.01 (a) Seniority for members of the Bargaining Unit on the seniority list as of October 25, 2000, shall be defined as length of service with the Employer.
- Seniority for members of the Bargaining Unit hired after October 25, 2000, shall be defined as length of service in the Bargaining Unit and shall date from the most recent entry into a Bargaining Unit position.
- Seniority shall operate on a bargaining unit wide basis.
- (b) Notwithstanding Clause 19.01(a) seniority for employees included in the Bargaining Unit as a result of the Memorandum of Understanding on Seniority Provision for Inclusions and Exclusions Committee Work shall be calculated and applied in accordance with the Memorandum of Understanding on Seniority Provision for Inclusions and Exclusions Committee Work.
- (c) Once the list as defined in Article 19.01 a) and 19.01 b) is established , a seniority number shall be assigned to each employee which will be retained by the individual until termination of employment or loss of seniority as per Article 19.02, at which point the number shall be retired and not subsequently issued to any other employee. All employees, permanent, sessional, contractual and those included from the MOU - Inclusions and Exclusions committee, shall be included in this process. Any objections must be filed with the Employer in writing within thirty (30) days of posting. After that period, the Seniority List shall be deemed as correct, until next posted.
- 19.02 The seniority of an employee shall be lost and all rights forfeited and there shall be no obligation to rehire when the employee:
- (a) resigns or otherwise terminates the employee's services by voluntary act and does not withdraw the resignation within two (2) working days of its submission;
- (b) is discharged for just and reasonable cause and is not reinstated;
- (c) fails to return to work upon expiration of leave of absence;
- (d) is absent without leave for three (3) working days without notification to the Employer; when such notification is reasonably possible;

- (e) is laid off for a period of twenty-four (24) months or more (it shall be the responsibility of the employee to keep the Employer informed of the employee's current mailing address for recall purposes);
 - (f) is not re-employed within twenty-four (24) months after the employee's last contract of employment lapsed.
- 19.03 (a) The Employer shall maintain a seniority list of permanent (including sessional) and contractual employees showing the date upon which each employee's service commenced.
- (i) Up to October 25, 2000, seniority for sessional employees and contractual employees will be accumulated as actual hours worked in all contracts of employment, excluding overtime hours, provided that the employee has not lost seniority in accordance with Clause 19.02.
- (b) Effective October 25, 2000, when applying the seniority provision of the Agreement the lower of the last three digits of the employees' social insurance numbers will be used to determine preference where seniority entitlements are equal.
- (c) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year, such list to be correct to January 1st and July 1st of that year.
- 19.04 After completion of the probationary period, seniority shall be effective from the original date of employment.
- 19.05 Excepting as provided under Article 22 (Resignations and Terminations) no employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.
- 19.06 Role of Seniority in Layoffs
- (a) In the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those being retained have sufficient qualifications to perform the work required.
 - (b) Subject to Clause 19.07, contractual employees within a classification within a department shall be laid off before any permanent employees within the classification within the department are laid off provided that the permanent employees retained have sufficient qualifications to perform the work required.
- 19.07 (a) Subject to 19.07(d) for layoff purposes there shall be two (2) distinct groups of employees as follows:
- (i) Permanent (including sessional employees)
 - (ii) Contractual employees.
- (b) Permanent employees shall be entitled to displace any permanent or contractual employee in the following manner:
- (i) A permanent employee affected by a lay-off shall displace any permanent or contractual employee in the same or lower

band level who has less seniority, provided the employee has the qualifications and capability to perform the work required. The displaced permanent employee may displace any employee with less seniority at the same or lower band level than that of the displaced employee in accordance with this Article provided the employee has the qualifications and capability to perform the work required.

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

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

- (c) The original employee affected and each subsequent employee shall exercise the right to displace an employee within ten (10) days of being given notice of layoff. The time limit may be extended by mutual agreement.
- (d) For periods of temporary layoff of twenty-two (22) weeks or less, sessional employees shall be laid off in reverse order of seniority within a classification without the right to bump or displace any other employee. If the layoff extends beyond twenty-two (22) weeks, a sessional employee shall reactivate full layoff and bumping rights in accordance with the preceding provisions of this clause.

19.08 Employees shall be recalled in the order of seniority, provided that those employees being recalled have sufficient qualifications to perform the work required.

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

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

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

19.12 Layoff Notice and Employee Option on Layoff

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

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

ARTICLE 20 - JOB POSTING

- 20.01 When a vacancy or new job opening occurs for a position within the Bargaining Unit, the Employer will post notices of the position in accessible places on the Employer's premises, with all pertinent information, for a minimum of five (5) days and consider applicants from within the Bargaining Unit including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four (24) months, before advertising outside the University. Classifications at Band Level 1 salary level may be simultaneously advertised inside and outside the University; however, applicants from within the Bargaining Unit, including those on layoff status and contractual employees whose contracts of employment have been lapsed for less than twenty-four (24) months, will be considered and a decision made before applicants from outside the Bargaining Unit are considered. Copies of such notices will be forwarded to the Union.
- 20.02 Such notices shall contain information consistent with the classification specification.
- 20.03 All positions within the Bargaining Unit shall be open to male and female applicants.
- 20.04 The Employer will acknowledge in writing receipt of applications for all job vacancies within ten (10) days.

ARTICLE 21 - APPOINTMENTS AND STAFF CHANGES

- * 21.01 (a) All appointments of newly hired permanent and sessional employees shall be probationary for a period of six (6) months.
- (b) The probationary period for contractual employees in the CUPE 1615 bargaining unit moving to a permanent or sessional position shall be six (6) months except as follows:
- (i) When a contractual employee is appointed to a permanent or sessional position that he/she currently occupies for a period of six (6) months or more, the employee will not be required to serve a probationary period, but shall be confirmed on appointment.
 - (ii) A contractual employee with more than twelve (12) months of service who is successful in a job competition for a permanent or sessional position in a different department or classification shall not be required to serve another probationary period but shall serve a trial period in accordance with Clause 21:07 (a)

(iii) A contractual employee who is confirmed as permanent in accordance with Article 52.01 shall not be required to serve a probationary period.

21.02 Each employee shall be notified in writing at least two (2) weeks before expiry date of the applicable probationary period as to whether the appointment is terminated or confirmed.

21.03 Every confirmation shall be deemed to have had effect as from the date on which the initial appointment was made.

21.04 Every appointment and confirmation shall be in writing addressed to the appointee and shall be signed by the President.

21.05 Both parties recognize:

(a) the principle of promotion within the service of the Employer;

(b) that job opportunities should increase in proportion to length of service.

* 21.06 Subject to Clauses 19.02 and 21.09, candidates for a position will be assessed on the basis of the qualifications and capabilities required for the position and where the candidates are determined to be relatively equal, seniority shall be the governing factor in determining promotions, filling posted job vacancies, and determining order of layoff or rehire for permanent, sessional and contractual employees.

21.07 (a) A successful applicant for promotion or transfer shall be placed on trial for a period of two (2) months, which period may be extended up to two (2) months by mutual consent. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.

(b) In the event the successful applicant proves unsatisfactory in the position, or if the employee is unable to perform the duties of the new job classification, or the position proves unsatisfactory during the trial period, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.

(c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.

(d) A permanent employee who is promoted or transferred to a contractual position, within the bargaining unit, shall retain their permanent status and shall revert to the employee's former position and applicable pay rate at the end of the contractual period. If the employee's former position has been declared redundant, upon expiry of the contractual position, the employee may exercise bumping rights to retain a permanent position.

21.08 Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and

to revert to the employee's former position if the required qualifications are not met within such time.

- 21.09 An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.
- 21.10 An employee who, through advancing years, is unable to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available.
- 21.11 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant within the Bargaining Unit.
- 21.12 Upon promotion to a position carrying a higher salary scale, the rate of pay of an employee shall be established at the nearest step on the employee's new salary scale which exceeds the existing rate by not less than five percent (5%) but not to exceed the maximum of the employee's new salary scale.
- 21.13 Upon request, an unsuccessful applicant for a position will be entitled to a meeting to discuss the reasons why the employee was unsuccessful in the job competition. This meeting shall be attended by, at least, one (1) of the Departmental interviewers involved in the decision.

21.14 Voluntary Demotion

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

21.15 Involuntary Demotion

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

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

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

ARTICLE 22 - RESIGNATIONS AND TERMINATIONS

- 22.01 An employee is expected to give reasonable notice of the employee's intention to resign, having in mind the nature of the employee's duties

and responsibilities and the probable time required to secure a suitable replacement. Such notice should not in any case be less than two (2) weeks.

22.02 If an employee leaves the employment of the University without proper notice of termination, as provided for by these rules or during the period of such notice, the employee's salary shall cease as from the date on which the employee last performed the employee's duties at the University.

* 22.03 Subject to Article 19 (Seniority) the appointment of an employee who has been confirmed in an established post may be terminated with reasonable notice for any reason related to the closure of a Department or Section, or change in Departmental or University structure, which negates the function of the employee's appointment or involves an adjustment in employees performing such functions. The University agrees to consult the Union prior to taking such action. In the case of such terminations, every effort will be made to place the employee in a suitable post for which the employee is qualified by education, training, or experience. The employee shall be given three (3) months' notice of such action. Where the appointment of an employee is terminated under this Clause, the employee shall receive a severance grant of:

- (1) In the case of an employee with at least one (1) year's continuous service but not in excess of five (5) years' continuous service - two (2) days' pay for each year of service.
- (2) In the case of an employee with continuous service in excess of five (5) years but not in excess of ten (10) years' continuous service - five (5) days' pay for each year of service.
- (3) In the case of an employee with continuous service in excess of ten (10) years--seven (7) days' pay for each year of service.

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

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

ARTICLE 23 - SEVERANCE PAY

23.01 (a) An employee with not less than nine (9) years of continuous service with the University is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or death, severance pay equal to five (5) days' pay for each year of service up to a maximum of one hundred (100) days' pay.

- (b) Sessional employees shall be eligible for severance pay provided they have accumulated not less than nine (9) years of actual service.
 - (c) A contractual employee with not less than nine (9) years of continuous service with the University is entitled to be paid on resignation, retirement, termination by reason of disability, expiry of recall rights, or death, severance pay equal to five (5) days' pay for each year of service up to a maximum of one hundred (100) days' pay.
- 23.02 For the purpose of this Article, periods of Long Term Disability or other periods of authorized leave without pay provided for under the terms of the Collective Agreement, shall not be regarded as a break in continuous service and shall be counted as service in determining whether or not the employee has achieved the the nine (9) year threshold. Periods of Long Term Disability or authorized leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service in the calculation of the severance grant. Periods of layoff shall not be counted as service in the calculation of the severance grant nor shall it interrupt the accumulation of service accrued to that point, or in determining the threshold.
- 23.03 An employee who is re-employed after receiving severance pay, as provided for under this Article, may be entitled to severance pay for subsequent periods of employment provided that:
- (a) the employee has been out of the employ of the University for a period not exceeding the number of days for which severance pay was paid.
 - (b) the employee refunds the proportionate part of such severance pay.
- 23.04 The maximum amount of severance pay which an employee can receive under this Article, irrespective of the number of years' of service or periods of employment, shall not exceed the number of days as specified in Clause 23.01.
- 23.05 Any severance pay entitlement of a deceased employee shall be paid to such employee's estate.

ARTICLE 24 - HOURS OF WORK

- * 24.01 The standard work week shall be from 00:01 Monday to the following Sunday at 24:00 hours.
 - * 24.02 Except as provided in 24:07 (a) the scheduled work day and work week for Administrative, Instructional, Technical, and Technical Support Personnel shall be seven hours per day and thirty-five (35) hours per week exclusive of lunch periods.
 - * 24.03 The principle of "Averaging" daily hours over a work week may be applied where the averaging of hours is part of the employee's regular work schedule.
- 24.04 It is the intention of the Employer that the current working schedules will be maintained. Where it becomes necessary to schedule hours outside these hours, the Employer, except in cases of emergency, will

consult in advance with the Union on such hours of work; and in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the University.

- * 24.05 (a) Each employee shall be allowed one twenty (20) minute break during the first half of each shift at a time scheduled by the Department Head.
- (b) Where a regular posted shift exceeds seven hours any employee so scheduled shall be entitled to a second twenty minute rest period.
- 24.06 Employees shall not be required to layoff during regular hours to equalize overtime.
- * 24.07 (a) Summer hours for all Administrative, Instructional, Technical and Technical Support Personnel shall be 32 1/2 hours. Summer hours shall commence on the first Monday of June in each year and continue for thirteen (13) weeks. Time worked in excess of 6 ½ hours per day or 32 1/2 hours per week during this period shall be considered overtime and payment will be made in accordance with the overtime rates set out in Article 26.
- (b) In the case of flexible work schedules, overtime will only be paid for time worked in excess of 32.1/2 hours per week.
- (c) (i) When an employee takes the whole day off it will be recorded as seven (7) hours (i.e. 9 - 5 p.m. - actual hours paid)
- (ii) When an employee takes the whole afternoon off, it will be recorded to include the half hour paid, but not worked, during the summer (i.e. 2 - 4:30 p.m. will be recorded as three hours)
- (iii) When an employee takes less than the whole afternoon, it will be recorded as actual hours absent from work, excluding the half hour paid but not worked (i.e. 3 - 4:30 p.m. will be recorded as 1 1/2 hours).
- * (d) For Flexible work schedules, employees who take a full day or an afternoon off will be charged for the half hour paid but not worked.

ARTICLE 25 - SHIFT PREMIUM

- 25.01 A shift premium of \$2.80 per shift shall apply to all shifts when one half or more of the hours worked fall between the hours of 4:00 p.m. and 8:00 a.m.
- 25.02 When an employee is required by the Department Head or designated representative to work through the employee's regular meal break or is required to work beyond the employee's normal shift, the following will apply:
 - (i) The meal break will be rescheduled as soon as practical to the employee's normal meal break; or

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

ARTICLE 26 - OVERTIME

- 26.01 The provisions of this Article shall apply to all employees in the Bargaining Unit except Television Producer/Directors and Student Affairs Officers.
- 26.02 When an employee is required to work in excess of thirty-five (35) hours per week, the employee shall receive overtime pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate or the employee may, upon request, receive compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour worked in excess of thirty-five (35) hours per week.
- 26.03 Where it is agreed to grant time off under Article 26.02, the Department Head will endeavour to grant time off at a time suitable to the employee; however, if such time off is not granted within two (2) months, the employee will receive pay at the applicable rate.
- 26.04 An employee's regular hourly rate shall be calculated by dividing the employee's annual salary by 1820.
- 26.05 All overtime shall be authorized by the Employer and scheduled by the Department Head.
- 26.06 For the purpose of this Article, hours off on approved leave with pay shall be counted as hours worked.

ARTICLE 27 - CALL BACK

- 27.01 Subject to Clause 27.02, when an employee is called back and reports for work after the employee has left their place of work, and such recall has not been scheduled in advance, the employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate.
- 27.02 Where an employee is called back to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3)-hour minimum, the benefit of the three (3)-hour minimum shall apply only once.
- 27.03 When an employee is recalled to work under the conditions described in Clause 27.01, the employee shall be paid the cost of transportation to and from the employee's place of work up to a maximum of eight dollars (\$8.00) for each call back or the appropriate mileage rate as set out in Article 33, Clause 33.02.

ARTICLE 28 - UNIVERSITY HOLIDAYS

- * 28.01 (a) There shall be fourteen (14) designated paid holidays as follows:
- | | |
|----------------------|---------------------|
| 1. New Year's Day | 8. Mid-July Holiday |
| 2. 2 January Holiday | 9. Regatta Day |
| 3. March 17 | 10. Labour Day |

- | | |
|---------------------|----------------------|
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Commonwealth Day | 12. Armistice Day |
| 6. Discovery Day | 13. Christmas Day |
| 7. Memorial Day | 14. Boxing Day |

- (b) In addition to the holidays referred to in (a) above, full-time employees will receive two additional days off between Christmas and New Years. Those employees who are required to work and cannot be provided with the two (2) days off between Christmas and New Years will bank two (2) days to be taken at a later date. Part time employees who would normally be required to work during the Christmas/New Years period will be granted time off on a prorated basis.
- 28.02 The schedule of University Holidays, as set out in Clause 28.01, will be issued at the beginning of each calendar year. Such schedule will be mutually agreed with the Union prior to implementation.
- 28.03 Where a paid holiday falls on an employee's scheduled day of rest, the employee shall receive another day off at a time mutually agreed upon or pay for one (1) day at the employee's regular rate of pay.
- 28.04 An employee who qualifies for holiday pay and is required under the regular work schedule to work on that holiday shall receive, in addition to pay at the employee's regular rate, time off on the basis of one and one-half (1 1/2) hours for each hour worked at a time mutually agreed or pay at one and one-half (1 1/2) times the employee's regular rate for each hour worked.

ARTICLE 29 - ANNUAL VACATION

- 29.01 Subject to Clauses 29.02 and 29.03, the amount of annual vacation leave which an employee shall be eligible for in any one (1) year shall be one and one-quarter (1 1/4) days for each month of service up to fifteen (15) working days.
- 29.02 Annual vacation leave entitlement shall be increased to twenty (20) working days on completion of ten (10) years of service and shall accrue at the rate of one and two-thirds (1 2/3) days per month. An employee who has attained nine (9) years and six (6) months as of March 31st shall be considered to have ten (10) years of service for the purpose of this paragraph.
- 29.03 Annual vacation entitlement shall be increased to twenty-five (25) working days upon completion of twenty-five (25) years of service and shall accrue at the rate of two and one-twelfth (2 1/12) days per month. An employee who has attained twenty-four (24) years and six (6) months as of March 31st shall be considered to have twenty-five (25) years of service for the purpose of this paragraph.
- 29.04 A month of service shall mean a calendar month in respect of which the employee is paid at the rate of full salary for not less than two-thirds (2/3) of the number of working days in that month.
- 29.05 Fractions of annual vacation entitlement of one-half (1/2) a day or more shall be considered as one (1) full day.
- 29.06 The vacation year shall be from April 1st in any one (1) year to March 31st in the next succeeding year, and annual vacation entitlement shall be computed as of March 31st.
- 29.07 Subject to operational requirements, the Department Head, in consultation with the employees, shall determine the method of selecting vacation dates. In the event that agreement cannot be reached, then seniority shall prevail. Vacation schedules shall be posted by May 1st each year, and shall not be changed except by mutual consent.
- 29.08 Annual vacation entitlement or portions thereof unused during the vacation year in which due shall be forfeited, subject to the following exceptions:
- (a) Subject to the recommendation of the Department Head and the approval of the Director of Human Resources, an employee may carry forward to another year any portion of annual leave unused in previous years until by doing so the employee has accumulated a maximum of:
 - (i) Twenty (20) days annual vacation if the employee is eligible for fifteen (15) or twenty (20) days in any year.
 - (ii) Twenty-five (25) days annual vacation if the employee is eligible for twenty-five (25) days in any year.
 - (b) Where, because of extended sickness or other disability, annual vacation due to an employee cannot be scheduled during the year in which it is due, payment in lieu of vacation may be made or the

vacation due may be carried forward to another year subject to paragraph 29.08 (a) of this section.

- (c) An employee who is required by the Department Head to defer annual vacation or a portion thereof to the following year, in the interests of the University, shall upon request, receive payment in lieu of vacation. Such deferrals must be approved in advance by the Director of Human Resources.
 - * (d) An employee shall receive payment in lieu of time off for any unused annual vacation entitlement or portion thereof due the employee as of the effective date of the cessation of employment.
- 29.09 At the time of termination, any vacation taken in excess of total entitlement shall be adjusted for by deduction from salary and/or pension contributions.
- 29.10 Salary shall not be paid in lieu of vacation except under the provisions of paragraphs 29.08 (b) and (c) of this section.
- 29.11 Subject to Article 30.04 - Sick Leave and Article 31.04 - Compassionate Leave an employee who has entered upon annual vacation leave may not change the status of the employee's absence to any other type of leave.
- 29.12 An employee may, upon giving at least ten (10) days notice, receive on the last office day preceding commencement of the employee's annual vacation any pay cheques which may fall due during the period of vacation.
- 29.13 When a designated University holiday for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

ARTICLE 30 - SICK LEAVE

- 30.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by virtue of being exposed to a contagious disease.
- 30.02 Sick leave benefits for prolonged periods of disability are provided under the Long Term Disability (Salary Continuance) Plan, and membership in this Plan is compulsory. An employee will be entitled to receive full salary from the University during the waiting period before the employee becomes eligible for benefits under this Plan.
- 30.03 Sick leave benefits for lesser periods will be granted in accordance with the following:
- (a) A "Reason for Absence Form" completed and signed by the employee, must be provided to the Human Resources Office through the Department Head. The Employer reserves the right to require a medical certificate. The nature of illness section of the form is voluntary and employees are not required to provide private, personal or confidential information regarding their illness.
 - (b) For periods in excess of four (4) consecutive days, or in excess of ten (10) intermittent days in the aggregate in a twelve (12) month

period, a medical certificate must be provided to the Human Resources Office through the Department Head.

(c) Excessive intermittent use of these benefits will be considered as chronic absenteeism.

30.04 Sick leave shall be granted for any illness in excess of four (4) working days which occurs during annual vacation, upon production of a medical certificate. Such leave must be applied for, and shall be granted upon the recommendation of the Head of the Department and the approval of the Director of Human Resources. Approval, when granted, will apply to the total period of such illness.

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

ARTICLE 31 - OTHER LEAVES

31.01 Assisted Leave

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

(a) Applications for leave will be directed to the Board of Regents through the Heads, Directors, et cetera, of the Departments concerned at least three (3) months in advance of the commencement of such leave. Response by the Board of Regents will be made within two (2) months of such requests.

(b) Upon the granting of educational leave, the employee will receive an educational grant equivalent to forty (40) percent of the employee's salary. The employee and the University agree to maintain the current cost-sharing basis of the benefits section of this Agreement (Article 40).

(c) The recipient of such assistance agrees to return to the recipient's regular duties at the University for a period equal to that of the leave. Should this not occur, the employee agrees to reimburse the proportionate amount of the educational grant to the University.

(d) This Article will not prejudice any terms under Article 34.

31.02 Leave Without Pay

(a) Leave without pay, for a period of up to six (6) months, may be granted on the recommendation of the Department Head and the approval of the Director of Human Resources.

- (b) Leave without pay in excess of six (6) months may be granted, upon application to the Board, for such period and under such conditions as the Board may deem fit.

31.03 Political Leave

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

31.04 Compassionate Leave

- (a) An employee shall be entitled to leave with pay, for a period of up to three (3) days in case of the death of the employee's mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or a near relative permanently residing in the employee's household.
- (b) If the death of a relative referred to in (a) above occurs outside the Province, an employee shall be entitled to leave with pay, up to a period of four (4) days for the purpose of attending the funeral.
- (c) An employee shall be entitled to special leave with pay up to a maximum of one (1) day, in the event of the death of the employee's aunt, uncle, brother-in-law, or sister-in-law.
- (d) If an employee, while on annual leave, qualifies for compassionate leave under Clauses 31.04(a), 31.04(b), or 31.04(c), the employee shall be granted compassionate leave and be credited the appropriate number of days to annual leave.

- (e) In the event that a death occurs, in the Province, outside the immediate area (200 km radius) the employee shall be given one (1) additional day to the time offered in Clause 31.04 (a) and (c) in order to allow for travel to and from the place of burial.

31.05 Maternity/Adoption/Parental Leave

- (a) The commencement and termination dates of an employee's maternity /adoption/ parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of thirty-three (33) weeks' maternity/adoption/parental leave without pay under this clause. [Fifty-two (52) weeks for children born or adopted on or after December 31, 2000.]
- (b) The Employer reserves the right to require the employee to commence maternity/adoption/parental leave without pay prior to the time specified in Clause 31.05(a) if the state of the employee's health becomes incompatible with the requirements of the employee's job.
- (c) (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.
(ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes including promotion, layoff and recall.
- (d) Annual leave shall accrue during periods of maternity/adoption/parental leave without pay.
- (e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.
- (f) An employee may be awarded sick leave for illness regardless of its association with pregnancy anytime prior to the scheduled beginning of the employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.
- (g) Periods of maternity/adoption/parental leave without pay up to a maximum of thirty-three (33) weeks shall be counted as service for the purpose of step progression and severance pay. [Fifty-two (52) weeks for children born or adopted on or after December 31, 2000.]

31.06 Jury Duty or Court Leave

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

31.07 Leave for Court Appearance or Incarceration

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

31.08 Leave in Special Circumstances

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

31.09 Family Responsibility Leave

- (a) Subject to Clause 31.09(b) and (c), an employee who is required to:
 - (i) attend to the temporary care of a sick family member; as defined in Clause 31.04 (a)
 - (ii) attend to the needs relating to the birth of an employee's child;
 - (iii) accompany a dependent family member, as defined in Clause 31.04 (a), on a dental or medical appointment;
 - (iv) attend meetings with school authorities;
 - (v) attend to the needs relating to the adoption of a child;
 - (vi) attend to the needs related to home or family emergencies;
 - (vii) attend to needs related to the death of a family member as defined in Clause 31.04 (a);

* shall be awarded up to six (6) days paid family leave in each two year period to be utilized in that period. The first two year period shall commence April 1, 2002.

- (b) In order to qualify for family leave, the employee shall:
 - (i) provide as much notice to the Employer as reasonably possible;

- (ii) provide to the Employer valid reasons why such leave is required; and
 - (iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of Clause 31.09(a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to compassionate leave or sick leave.

ARTICLE 32 - TEMPORARY ASSIGNMENT

32.01 For the purposes of this article:

- (c) "Temporary assignment" shall mean the assignment of an employee, in accordance with Article 32.02(a) or 32.02(b), to another position within the bargaining unit at the same or higher band level than the employee's current position.
- (d) "Secondment" shall mean the assignment of an employee, as determined by the University subject to clause 19.05 or upon application by the employee, to a position outside the bargaining unit at the same or higher band level than the employee's current position or to a position outside the University.

32.02 (a) In case of temporary assignment, the Employer shall select for temporary assignment the senior employee from within the Department or Division of a Department concerned provided that the employee has the qualifications and capability to perform the work required.

- (b) Providing that no suitable senior employee is selected from within the Department or Division of the Department concerned; the vacancy shall be posted as a temporary assignment as per Article 20, Job Posting, provided the temporary assignment is in excess of thirteen (13) weeks.

32.03 When an employee is temporarily assigned or seconded within the University to perform any duties in a position in a higher band level, that employee shall be entitled to the salary established in accordance with Clause 32.09.

32.04 Subject to Clause 32.08, when an employee is temporarily assigned or seconded within the University to perform work in a position in a lower band level, the employee shall be paid at the employee's regular rate.

32.05 When an employee applies for and is accepted for a temporary assignment or secondment within the University to a position in a lower band level the employee shall be entitled to the salary established in accordance with Clause 21.14.

32.06 Where an employee is placed on temporary assignment or secondment within the University for a period of one year or more, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.

- 32.07 After an employee has been on temporary assignment or secondment within the University for a continuous period of one year, the employee shall have the salary counted towards pensionable salary, effective the date of the initial temporary assignment or secondment.
- 32.08 Where an employee is required to perform overtime work which is outside the employee's classification, overtime pay shall be based upon the rate applicable to such classification.
- 32.09 An employee who is temporarily assigned to a position carrying a higher salary scale, the rate of pay shall be established at the nearest step on the new salary scale which exceeds the employee's existing rate by not less than five percent (5%), but not to exceed the maximum of the new salary scale.

ARTICLE 33 - TRAVEL AND MOVING EXPENSES

- 33.01 (a) The rates for travel shall be those established in accordance with the University Policy and Procedures Manual. The Union shall be updated as to any changes of the rates contained in the Manual.
- (b) Employees traveling for less than one (1) full day which does not involve an overnight stay shall be entitled to claim the applicable meals only. The individual meal rates, including gratuity, are as set out in the University Policy and Procedures Manual.
- 33.02 An employee may, with the prior approval of the Department Head, use the employee's personally owned vehicle for University business and be compensated for such use in accordance with the rates contained within the University Policy and Procedures Manual.
- 33.03 An employee on travel status in excess of two (2) consecutive nights shall be entitled to an additional five dollars (\$5.00) per diem in addition to that provided for under Clause 33.01 to cover the cost of personal telephone calls, laundry, gratuities, dry cleaning, valet services and other incidentals associated with travel away from home.
- 33.04 (a) For the purpose of this Article, "travel time" means travel on University business authorized by the Department Head, for an employee by land, sea, or air, between the employee's normal place of work as defined by the University and a location outside the employee's normal place of work to perform duties assigned to the employee by the Department Head and during which the employee is required to travel outside the employee's normal scheduled shift.
- (b) "Travel time" and the methods of travel shall require the prior approval of the Department Head.
- (c) (i) When the method of travel is determined by the Department Head, compensation for "travel time" shall be paid for the length of time between the employee's departure from any location designated by the Department Head and the employee's arrival at the employee's place of lodging or work, whichever is applicable, at the authorized destination.

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

For the purpose of this sub-clause, travel time compensation will be based on one (1) hour for each 72 kilometres (forty-five) (45) miles to be travelled.
- (f) Notwithstanding any provisions in this Article, compensation will not be paid:
 - (i) To employees whose "travel time" during any three (3) month consecutive period does not exceed twenty (20) hours; or
 - (ii) For travel in connection with transfers, educational courses, training sessions, conferences, seminars, or employment interviews.

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

33.06 The University will contribute up to seventy-five percent of the cost of moving an agreed amount of household goods and effects from the then place of residence to the employee's normal place of work by surface freight. No reimbursement will be made for transportation of a motor vehicle, except in accordance with Clause 33.05 above. The University will also pay living expenses incurred by the employee and the employee's family for one (1) day at the employee's then place of residence and for a reasonable period at the employee's normal place of work.

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

ARTICLE 34 - EDUCATIONAL ASSISTANCE

34.01 (a) An employee may be permitted to register for or audit one (1) University course in any semester, subject to the approval of the Department Head and notification to the Director of Human Resources, provided that the course is not available outside normal working hours and time is compensated for by the employee. Such permission will not be unreasonably denied.

(b) The University will make its best efforts to ensure that employees who wish to take a course in accordance with Clause 34.01 (a) are permitted to do so. The employer undertakes to show flexibility, within the operational requirements of the unit, in making arrangements for employees to compensate for course time.

34.02 An employee may be granted financial assistance for approved courses of study or special training subject to the approval of the Department Head and the Director of Human Resources. The employee may be required to sign a written agreement covering the conditions under which the assistance may be granted.

34.03 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, et cetera, to be held on the Employer's premises during the employees' lunch period or following the regular working day.

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

ARTICLE 35 - ABSENCE FROM THE UNIVERSITY

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

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

ARTICLE 36 - MEDICAL EXAMINATIONS

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

ARTICLE 37 - FUTURE LEGISLATION

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

ARTICLE 38 - PROTECTIVE CLOTHING

- 38.01 Where the Employer requires the wearing of protective clothing, the Employer shall provide such clothing free of charge to the employee. In cases where laundering is required, it shall be provided free of charge.
- 38.02 Where uniforms, protective clothing, or clothing allowances are currently provided by the Employer, the present practice shall continue.
- 38.03 It is agreed that the quantity, issue, and control of such clothing shall be regulated by the Employer.
- * 38.04 Where safety boots are required by the Employer in accordance with safety regulations, the Employer will reimburse the employee for the cost of safety boots up to a maximum of \$150.00 every two (2) years upon presentation of a suitable invoice.

*** ARTICLE 39 - JOB EVALUATION**

- * 39.01 An employee's position shall be classified in accordance with the University Job Evaluation Procedures and the employee shall be notified in writing of any change in the classification title or Band Level of his/her position.
- * 39.02 Should it be necessary to develop a new classification or change an existing classification falling within the Bargaining Unit, the University shall advise the Union upon taking the action.
- * 39.03 An employee who feels that his/her position is incorrectly classified may submit a request for job evaluation review. An employee will have

access to the Aiken Plan to assist in his/her request for review. Copies of the Aiken Plan are available from the Department of Human Resources and the Union Office.

- * 39.04A request for job evaluation review shall not be considered on the grounds:
 - (a) The duties assigned to the position are unchanged.
 - (b) The scope of the duties and responsibilities have been improperly assigned by management.
 - (c) The duties are assigned as a result of a temporary assignment. An employee may not request a review of a position to which he/she is temporarily assigned, except long term temporary assignment which will be addressed on an individual basis.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 40 - PENSIONS AND BENEFITS

40.01 The following Group Insurance plans presently in effect will be continued on the current cost-sharing basis:

- (a) Health
- (b) Life & Accidental Death and Dismemberment

(c) Long Term Disability

(d) Dental Plan.

40.02 The University agrees that mechanisms will be provided to ensure that the Union has an opportunity to have input into recommendations regarding changes to pensions and benefits.

40.03 Contractual employees shall be entitled to participate in the Benefit Plan set out in Article 40 and to participate in the University Pension Plan. Membership in these Plans will be subject to the eligibility rules set down for each of the Plans.

40.04 Contractual employees will be required to participate in the Group Insurance Plans upon completion of six (6) months of continuous employment, including extension of contracts.

40.05 Contractual employees will be given the choice of participating in the Pension Plan upon completion of six (6) months of continuous service including extension of contract.

40.06 (a) Sessional employees, as defined in Clause 2.01(d)(iv), as a condition of employment, shall be required to join and maintain membership in the Health, Life, Long Term Disability, and Dental Plans while actively employed or on layoff status subject to 40.06(b).

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

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

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

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

(d) Sessional employees, as defined in Clause 2.01(d)(iv), shall participate in the Group Retirement Savings Plan, in accordance with the terms and policies established for that plan.

40.07 All part-time employees employed by the University and included in the Bargaining Unit will not be eligible to participate in the

Benefit Plans, as set out in this Article, or the University Pension Plan, unless the terms of their employment contracts are in accordance with the policies established for those plans.

ARTICLE 41 - LABRADOR ALLOWANCE

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

ARTICLE 42 - INJURY ON DUTY

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

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

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

42.04 Where a permanently partially disabled employee is certified by a physician as fit to return to work, but can no longer carry out the duties of the employee's position, every effort shall be made to place the employee in a position consistent with the employee's qualifications and capabilities.

42.05 Where the injury was due to the employee's willful misconduct, the employee may be disciplined in accordance with the provisions of Article 14.

ARTICLE 43 - SAFETY AND HEALTH

43.01 The Employer and the Union shall co-operate in improving rules and practices for the health and safety of employees.

43.02 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.

43.03 A Safety and Health Committee, as provided for under the Occupational Health and Safety Act, shall be established composed of not more than eight (8) members composed of an equal number of representatives of the Employer and of an equal number of representatives of the Union.

- 43.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 43.05 The Safety and Health Committee shall hold meetings as the need arises, on the request of the Employer or the Union, but in any event, every two (2) months.
- 43.06 The Committee shall deal with all unsafe and hazardous or dangerous work conditions.
- 43.07 Copies of minutes of all Committee meetings shall be sent to the Employer and the Union.
- 43.08 Representatives of the Bargaining Unit on the above-mentioned Committee shall, subject to operational requirements and the prior approval of the Employer, be granted time off without loss of pay, benefits, and seniority while attending to the work of the Committee.
- 43.09 Lockers or suitable storage areas shall be provided for the street clothing of all employees who work in laboratories where hazardous chemical substances are being used.
- 43.10 A first aid kit shall be supplied by the Employer to each mobile unit and at other appropriate locations of the Employer.
- 43.11 Upon request, the Employer and the Union agree to furnish each other, in writing, any information they possess respecting conditions in the workplace.

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

ARTICLE 44 - REVISION BY MUTUAL CONSENT

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

ARTICLE 45 - PERSONAL AND SEXUAL HARASSMENT

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

- 45.03 For the purpose of this Article, harassment is defined as:
- (a) Harassment based on race, religion, religious creed, gender, marital status, physical or mental disability, political opinion, colour, ethnic national or social origin, or sexual orientation, is any behaviour that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member.
 - (b) Harassment of a sexual nature is comprised of sexual comments, gestures, or physical contact that the individual knows or ought to reasonably know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided, and/or coercive. Both males and females may be subject to such actions.
 - (c) Personal harassment is any behaviour by any person in the workplace that is directed at, or is offensive to a member of the University community, endangers a member's job, or academic standing, undermines performance or threatens the economic livelihood of the member which the person knows or ought reasonably to know to be offensive or threatening. Such alleged harassment does not include appropriate supervisory practices or matters within the normal disciplinary processes of the University.
- 45.04 The Employer shall undertake to investigate alleged occurrences with all possible dispatch. The complainant shall be protected from repercussions which may result from the complaint.
- 45.05 Both parties support the principles espoused in Sections 10.01 and 10.02 of the Newfoundland Human Rights Code (as amended by Chapter 62, 1983) and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by a member of the University community.

ARTICLE 46 - CLOSURE OF THE UNIVERSITY

- 46.01 Where the University is officially closed for natural causes beyond its control, the University agrees that:
- (1) For those employees scheduled to work and who are unable to get to work:
 - (a) no loss of pay
 - (b) no loss of vacation
 - (c) no loss of sick leave benefits
 - (2) Subject to Item (4), for those employees scheduled to work and do work, no extra pay.
 - (3) For those employees scheduled to work and who work an extra shift or shifts, above their normally scheduled shift, overtime pay in accordance with the provisions of the Collective Agreement.

- (4) Employees who have been notified that they are required to report for work or who are classed as essential employees, in addition to their normal pay for that day, time off on an hour-for-hour basis at a mutually agreed time.
- (5) Employees in either of the categories under (4) above who refuse to report for work when required shall not be entitled to any pay for that day.
- (6) When an employee is prohibited from using the employee's own or public transportation by virtue of a declared state of emergency, the employee in either of the categories under (4) above will be provided with transportation by the University.

ARTICLE 47 - TECHNOLOGICAL CHANGE

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

ARTICLE 48 - VIDEO DISPLAY TERMINALS

- 48.01 An employee who qualifies for maternity leave, in accordance with Article 31, Clause 31.05, and who operates a Video Display Terminal and who becomes pregnant may continue to work on the Video Display Terminal or, upon forwarding a written request to the Employer along with a certificate from a duly qualified medical doctor certifying that she is pregnant, shall have the following options:

- (a) To be temporarily assigned to other duties or a position within the Bargaining Unit for which she has the required qualifications and capabilities, if such other duties or vacant position is available, for the period of time between her request and the commencement of maternity leave, as provided for under Article 31, Clause 31.05, or the termination of her pregnancy, whichever comes first.
 - (b) To be granted leave of absence without pay in accordance with Article 31, Clause 31.02.
- 48.02 Employees who are required to work on Video Display Terminals for a full working day, exclusive of lunch breaks, shall, in addition to the twenty-minute (20) break provided under Article 24, Clause 24.05, be provided with a ten-minute (10) break in the second half (1/2) of the shift.
- 48.03 The University agrees to provide Video Display Terminal Operators with chairs and desks in accordance with nationally accepted standards.

ARTICLE 49 - DAYCARE

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

ARTICLE 50 - CONTRACTING OUT

- 50.01 No members of the bargaining unit will lose the member's job because of a decision of the University to contract out work normally performed by members of the bargaining unit. An employee so affected will be offered another position within the University consistent with the employee's qualifications and capabilities, without loss of pay or benefits.
- 50.02 Notwithstanding the provisions of Clause 50.03 and Clause 50.04, contracting out without notice may occur only to the extent required to maintain normal operations and to compensate for fluctuations in service levels and demand.
- 50.03 Prior to finalizing any decision about contracting out all or a significant part of any services provided by members of the bargaining unit, the University agrees to advise the Union of its intention to contract out with supporting reasons. Within thirty (30) days of such advice the Union may consult and/or make representations on the matter to the Employer to explore alternatives to contracting out in order to retain said work within the bargaining unit.
- Should the University thereafter decide to contract out, a further thirty (30) days notice will be given to the Union, prior to such contracting out.
- 50.04 The Union shall be provided with information relating to a specific instance of contracting out upon request to the Director of Human Resources or designate.

ARTICLE 51 - GENERAL CONDITIONS

- 51.01 The University agrees that a section of at least one (1) bulletin Board in each major building will be reserved for the use of the Canadian Union of Public Employees, Local 1615, for Union business.
- 51.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees on bulletin Boards.
- 51.03 The Employer agrees to maintain present practice regarding the supply of tools and equipment required by employees in the performance of their duties.
- 51.04 All Articles in the Collective Agreement will take effect as of the date of signing with the exception of those Articles which have a specific effective date.

ARTICLE 52 - CONTRACTUALS.

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

ARTICLE 53 - DURATION OF AGREEMENT

- * 53.01 Except as otherwise provided, the Agreement shall be effective from the date of signing and shall remain in full force and effect until March 31, 2004 and from year to year thereafter, unless either of the parties gives notice in writing, not more than one hundred and twenty (120) calendar days and not less than thirty (30) calendar days immediately before the date of expiration of this Agreement, of its desire to commence collective bargaining with a view to the renewal or revision of this Agreement or the conclusion of a new Agreement.

SIGNED AT ST. JOHN'S, NEWFOUNDLAND, THIS 23RD DAY OF JANUARY, 2003.

On behalf of
Memorial University of
Newfoundland

On behalf of
Canadian Union of Public
Employees, Local 1615

WITNESSED BY

WITNESSED BY

APPENDIX "A"

Composition of the Bargaining Unit

A unit of employees comprising all non-teaching staff of Memorial University of Newfoundland save and except:

- (1) All employees in the offices of:
 - (a) Board of Regents
 - (b) The President
 - (c) The Vice-Presidents
 - (d) The Associate Vice-President (Research)
 - (e) The Comptroller *
 - (f) A Dean (except where included)
 - (g) The Department of Human Resources
 - (h) Budgets and Audits
 - (i) The Division of Labour Relations
 - (j) Centre for Institutional Analysis and Planning
- (2) All Directors, Associate Directors, Heads, Chairs, Assistant or Assistants to Directors, Deputy Heads, or Deputy Chair of Academic or non-Academic Departments.
- (3) The principal secretary to Directors, Heads, Chairs of Academic or non-Academic Departments, or as listed under the Faculty of Medicine.
- (4) All Executive Assistants, Administrative Staff Specialists or Administrative Assistants.
- (5) The Division of University Relations:
Heads of the Divisions of Photographic Services, Publications Services and Information Services, Editor, Publications Officer, and University Information Officers.

- (6) Engineering and Applied Science, Faculty of:
Supervisor of Laboratories, Project Engineers and Field Project Manager, Engineering Technologist IV (Laboratory Supervisor), and Manager - Centre of Computer Aided Engineering.
- (7) Medicine, Faculty of:
Principal secretary in the Departments of Community Medicine, Post Graduate and Continuing Medical Education, Intern Programme and Clinical Clerkship, Library and Cell Studies; Animal Facilities Manager; Administrative Assistant/Medical Studies Programmes; Medical Research Physicists; Technical Advisor; Manager- Computer Services; Programmer Analysts; Programmer Consultant; Chief Medical Photographer and Services Supervisor; Medical Researchers; Manager - Production and Manager - Operations, Telemedicine Project; Assistant Director - Technical Facilities and Director - Telemedicine; Finance Officer; Supervisor of Immunology Laboratory; and Manager of Clinics.
- (8) Science, Faculty of:
Project Manager; Science Assistant VII - Biochemistry; Curator - Botanical Garden; Technical Co-ordinator - Botanical Garden; Horticultural Co-ordinator - Botanical Garden; Interpretation Co-ordinator - Botanical Garden; Laboratory Manager; Laboratory Services Supervisor; Seismological Systems Manager; Supervisor -Food Processing Plant, Intermediate Secretary - Biochemistry, Purchasing Supervisor - Dean of Science Office, Programme Co-ordinator -Department of Earth Sciences, and Co-ordinator of Graphics and Image Analysis - Department of Earth Sciences.
- (9) Extension Service:
Heads of Divisions of Community Development, Community Education Programmes, Administration, Publications and Information; all employees in the Division of Visual and Performing Arts except Exhibitions/Program Co-ordinator and those below the rank of Exhibitions/Program Co-ordinator; Secretary to the Head of Administration; all Extension Service Field Co-ordinators; and Film Directors.
- (10) Ocean Sciences Centre:
University Diving Officer and University Diving Safety Officer, Research Diver, Research Project Manager, Fisheries Biologist, and Laboratory Services Supervisor in the Ocean Sciences Centre.
- (11) Institutes:
Education Specialist and all employees of the Fisheries and Marine Institute of Memorial University of Newfoundland.
- (12) Educational Technology:
Manager - Television Facilities; manager - Field Services; Executive Producer; and Technical Supervisor.
- (13) Technical Services:
Technical Services Division Manager, Electronics Shop Supervisor; Machine Shop Supervisor; and Senior Scientific Glassblower.
- (14) Division of Co-ordination:
Co-ordinators.

- (15) Computing and Communications:
 Programming Manager, Systems Manager, Senior Systems Analyst, Systems Programmer, Programmer Analyst, Senior Programmer Analyst, Technical Support Manager, Programmer Consultant, Senior Programmer Consultant, Operations Manager, Computer Operator III, Statistician, Systems Analyst, Systems Engineer Senior Systems Engineer and Telecommunications Officer.
- (16) Computer Science:
 Systems Manager and Systems Programmer.
- (17) Student Housing and Food Services:
 Director of Student Housing and Food Services, Assistant Director of Student Housing and Food Services, Burton's Pond Apartments Supervisor, principal Secretary, and Conference and Food Services Supervisor.
- (18) Office of the Registrar:
 Registrar, Deputy Registrar, Associate Registrar, Assistant Registrar and Principal Secretary, Computer Systems Officer, Admissions Officer, and Administrative Manager, Assistant Registrar/Admissions Manager. Assistant Registrar/Graduation Manager, Assistant Registrar/Registration and Records Manager, and Assistant Registrar/Systems Manager.
- (19) Student Affairs:
 Bookstore Manager; Assistant Bookstore Manager; Manager of Thomson Student Centre and Liquor Services and Assistant to the Dean of Student Affairs; Assistant to the Co-ordinator Program Planning and Development; Assistant Manager, Thomson Student Centre and Liquor Services; Student Awards Supervisor; Co-ordinator - Program Planning and Development; Health Educator and Co-ordinator General Student Services.
- (20) Library:
 University Librarian, Associate University Librarian; Librarians, and principal Secretary.
- (21) Research Scientists, Research Associates and Research Fellows, Research Assistant II and III, Liaison Officer, Co-ordinators (except where included) and Regional Officers.
- * (22) Sessional employees and contractual employees, employed through research grants, and all employees of the Department of University Works, and students employed during their off term period.
- (23) Sir Wilfred Grenfell College - Corner Brook:
 Principal, Vice-Principal, Assistant Principal, Finance Officer, Assistant Registrar, Supervisor of Student Services, General Office Supervisor, Counsellors, Secretary to Principal and Vice-Principal, Vocational Guidance Officer, Special Programmes Officer, Computer Consultant/Operator, Head Resident, Gallery Director, Fine Arts Workshop Supervisor, Physical Education Co-ordinator, Bookstore Manager - S.W.G.C., College Librarian, General Services Supervisor, and Custodial Services Supervisor.
- (24) Counselling Centre:
 Counsellors and Reading Assistants.
- (25) Office of Research:
 Research Contracts Officer.
- (26) Alumni Affairs and Development:
 Alumni Affairs Officer.
 Annual Fund Officer

- (27) Arts, Faculty of:
Archaeological Conservator, Archaeological Curator, and Remote Sensing/GIS Specialist.
- (28) School of General and Continuing Studies:
Regional Officer, Writing Centre Coordinator.
- (29) School of Pharmacy:
Pharmacy Co-ordinator.
- (30) Business Administration, Faculty of:
Computing Laboratory Supervisor.
- (31) Art Gallery:
Art Gallery Operations Supervisor.

* It is agreed that the employees of the former Department of Administrative Services which is now under the Office of the Comptroller will remain members of the bargaining unit. This includes employees of Printing Services with the following exceptions:

- (i) Manager, Printing Services
- (ii) Assistant Manager, Printing Services
- (iii) Manager, Mail Services
- (iv) Supervisors in the General Office in the Education Building and Science Building.
- (v) Tendering Clerk; Customs Clerk; and Revenue Cashier

APPENDIX "B" - "1"

Band Level 1

Athletic Equip
 Manager
 Audiovisual Assistant
 Bookstore Clerk
 Cashier Clerk
 Clerk
 Clerk Stenographer
 Delivery Person
 Duplicating Aide
 Intermediate Clerk
 Library Assistant I
 Postal Clerk I
 Postal Clerk II
 Science Technician I
 Stores Clerk I
 Trail Guide - Botanical
 Garden

Band Level 2

Computer Operator II
 Duplicating Equip Oper.
 I
 Facilities Custodian
 Folklore Transcriber II
 Housing Clerk
 Interm. Clerk
 Stenographer
 Library Assistant III
 Library Equipment
 Repairperson
 Offset Press Oper II/
 Leadhand
 Revenue Cashier
 Stores Clerk II
 Student Centre Serv.
 Clerk

Band Level 3

Animal Technician I
 Art Gallery Technician II
 Cartographic
 Technician
 Computer Operator I
 Conf. & Food Serv.
 Clerk
 Data Entry Operator
 Graphic Artist I
 Grounds Maintenance
 Worker - Botanical
 Garden
 Lab. Facilities
 Technician I
 Library Assistant IV
 Photographer I
 Production Tech. I
 Publications Asst. II
 Science Technician II
 Secretary

Senior Clerk
Stores Clerk III

Wardrobe Assistant

APPENDIX "B" - "1"

Band Level 4

Accounting Clerk
Animal Technician II
Assistant Systems Officer
Communications Assistant
Draftsperson I
Duplicating Equipment Operator II
Gardener-Botanical Garden
Geology Technician II
Intermediate Secretary
Lab. Facilities Technician II
Library Accounts Clerk
Mechanical Bindery Operator
Media Production Tech I
Medical Technologist I
Photograph Technician II
Postal Clerk III
Senior Audiovisual Assist.
Senior Bookstore Clerk
Senior Clerk Stenographer
Senior Housing Clerk
Senior Data Entry Operator

Technologist I
Theatre Technician

Band Level 5

Accounts Clerk - GS
Copyright Officer
Craftsperson I
Diving Technician I
Diving Technician II
Draftsperson II
Electronic Technologist II
Engineering Technologist I
Engineering Technologist II
Library Assistant V
Lithographic Press Oper.
Media Production Tech II
Medical Technologist II
Network Administrator (Student Housing)
Oceanographic Assistant
PC Consultant I
Photographer II
Phototypesetter

Press Operator II
Printing Records Super.
Production Tech. II
Programmer Consultant
Publication & Info. Asst.
Publications Assistant III
Research Computing Spec
Science Technician III
Student Support Specialist
Technologist II

Band Level 6

Archival Assistant
Assistant Cartographer
Assistant Systems Officer-Registrar's Office
Audiovisual Supervisor
Bookstore Purchasing Clerk
Botanical Garden Grounds Supervisor
Classroom Facilities Coordinator
Cryogenic Officer
Duplicating Satellite Super.

Evaluations Officer
Graphic Artist II
Graphic Artist III
Immunology Tech. II
Library Assistant VI
Mail/Printshop Supervisor
Managing Editor
Medical Photographer
Micro Comp. Supp. Spec -
SWGC
Press Operator III
Photographer III
Radiological Technologist
Research Assistant I
Science Lab Supervisor I
Senior Secretary

APPENDIX "B" - "1"

Band Level 7

Anatomy Technician
Animal Surgery Technol.
Animal Technician III
Animal Technologist
Art Gallery Registrar
Assistant Archivist
Central Mail Room Super.
Craftsperson II
Craftsperson III
Elect. Microscopy Tech. II
Electronic Technologist III
Engineering Technologist III
Head Gardener-Bot. Garden
Histology Lab Supervisor
Instructional Assistant
Library Assistant VII
Lithographic/Press Super.
Mechanical Services Officer
Paper Conservator
Photodup/Binding Super
Phototype/Graphic Super.
Phys. Ed. Facilities Coord.
Production Technologist III
Programmer Consultant
Publishing Systems
Sup.Analyst
Research Computing Spec.
Seismological Syst Tech.
Stationery Stores Super.
Student Affairs Officer
Student Health Nurse
Supervisor-Field Services
Supply Supervisor
Technologist III
Vis Arts Studio Asst I & II
Wardrobe Supervisor

Band Level 8

Electron Microscopy
Technologist III
Electronic Technol. IV
Nursing Lab Instructor
Production Technologist
IV
Program Developer

Band Level 9

Cartographer
Craftsperson IV
Laboratory Instructor
Science Lab Super. II
Science Technician IV
Scientific Photographer
Technologist IV
TV Producer/Director

APPENDIX "B" - "1"

Band Level 10

Archivist

Exhib/Education

Curator

Library Assistant VIII

APPENDIX "B - 2"

Salaries

Salary Implementation Formula

1. Implement the following salary scales as indicated:
2. Effective April 1, 2002
Increase each step of each salary scale by 2.5%
3. Effective October 1, 2002
Increase each step of each salary scale by 2.5%
4. Effective April 1, 2003
Increase each step of each salary scale by 2.5%
5. Effective October 1, 2003
Increase each step of each salary scale by 2.5%
6. Step Progression
 - (a) Employees shall advance two (2) steps on their respective salary scale on completion of each successive twelve (12) months of service from their last step progression subject to the maximum of the range.
 - * (b) A newly hired employee shall advance two (2) steps on the salary scale on completion of twelve months service after the employee is hired and thereafter shall advance two steps for each year of service subject to the maximum of the range.
7. For the purpose of 6 above "service" shall mean any time during which an employee is in receipt of full salary from the University and includes a calendar month in which an employee is on special leave without pay for twenty (20) days or less. Periods of Long Term Disability up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression.

TABLE A
SALARY SCALES

APPENDIX "B - 3"
Training Program

1. The following classifications will be considered training classifications:
 - (i) Technician Trainee, Technologist or Craftsperson Trainee
 - (a) Electronic
 - (b) Electro Mechanical
 - (c) Mechanical
 - (d) Scientific Glassblowing
 - (e) Television
 - (f) Technicians in Engineering and Physics
 - (ii) Producer/Director Trainee
2. Trainees who have previous training and experience may be given credits for training and experience. Subject to Clause 8, in the case where a Technician/ Technologist/ Craftsperson is in a trade designated under the Provincial Apprenticeship Act, the employee's credits and progress will be in accordance with the Provincial Apprenticeship Program while the employee is achieving journeyman status in the trade.
3. The percentage of the Technician/Technologist/Craftsperson rate payable to apprentices will be adjusted at six-month intervals on satisfactory performance and will be on the following basis:
 - 1st six-month period - 60% of base rate for the classification.
 - 2nd six-month period - 65% of base rate for the classification.
 - 3rd six-month period - 70% of base rate for the classification.
 - 4th six-month period - 75% of base rate for the classification.
 - 5th six-month period - 80% of base rate for the classification.
 - 6th six-month period - 85% of base rate for the classification.
 - 7th six-month period - 90% of base rate for the classification.
 - 8th six-month period - 95% of base rate for the classification.
4. During the training period, the Department Head will review progress at six-month intervals. If progress is not satisfactory at the end of any six-month period, the Department Head may either:
 - (a) recommend a further six-month training period, or
 - (b) recommend termination.
5. The probationary period will coincide with the training period. Where a training period has been extended under 4(a) above, the probationary period will be extended accordingly, provided that there shall not be more than one such extension.
6. No merit increases other than those provided for herein will be applied during the training period. The annual salary, however, may be subject to adjustment if any changes in salary scales are effected during the probationary period.
7. When a trainee finishes their training period with the University and if the employee is offered a permanent position with the University and accepts, the employee will be hired at the base rate for a Technician/Technologist I /Craftsperson or Producer/Director and confirmed in that position on appointment.

8. All trainees, in order to receive the base rate for a Technician/Technologist I/Craftsperson or Producer/Director, must possess a minimum aggregate of four (4) years' training and experience or any combination of training and experience totalling four (4) years, inclusive of journeyman status, when applicable.
9. A trainee, after completing the first six-month training period with the University, shall be given access to the grievance procedure.
10. A trainee will be required to sign a copy of this program as an indication of acceptance of the terms set out above.

APPENDIX "C"

Sick Leave Schedule in Effect Before April 1, 1967
For Those Not on the
Long Term Salary Continuance Plan

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

Sick leave may not be accumulated from year to year.

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

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

SENIORITY PROVISION FOR INCLUSIONS AND EXCLUSIONS COMMITTEE WORK

Notwithstanding Clause 19.01 of the Collective Agreement, the parties agree that for those positions reviewed by the Inclusions and Exclusions Committee referred to in the Letter of Intent dated 24 September 1997, the following shall apply:

1. Within one month of the signing of this Memorandum of Understanding and the Collective Agreement, the parties will agree on which positions under review by the Inclusions and Exclusions Committee should be included in or excluded from the Bargaining Unit.
2. The Union will make separate application to the Labour Relations Board for inclusion of all agreed positions. The Employer will not oppose the inclusion of agreed positions.
3. The Employer will make separate application to the Labour Relations Board for exclusion of all agreed positions. The Union will not oppose the exclusion of agreed positions.
4. With respect to the applications referenced in items 2 and 3 both the Union and the Employer agree to submit the applications only after the parties have agreed on the positions referenced in 2 and 3.
5. Upon decision of the Labour Relations Board, employees included in the Bargaining Unit shall be credited with seniority based on their service with the Employer, but shall be placed on a separate list, hereinafter referred to as the side list, for a five (5) year period.
6. While they are on the side list, employees who are laid off shall be entitled to bump other less senior employees on the side list or employees hired after date of signing of this Memorandum of Understanding, and the layoff and displacement provisions of Article 19 of the Collective Agreement will apply with necessary changes. Employees on the side list shall not be bumped by employees who are not on the side list.
7. Except for bumping as described above, employees on the side list shall be permitted to use their full seniority based on service with the Employer for all purposes of the Collective Agreement, but shall remain on the side list for the full five (5) year period.
8. Employees who have been on the side list for the full five (5) year period shall be dove-tailed with the main Local 1615 seniority list based on service with the Employer and any employee on the dove-tailed seniority list shall be entitled to bump any other employee on the dove-tailed list based on seniority in accordance with the layoff and displacement provisions of Article 19 of the Collective Agreement.
9. Upon decision of the Labour Relations Board, positions excluded from the Bargaining Unit shall be subject to the following:
 - (a) Employees occupying positions which are excluded from the bargaining unit shall retain their seniority for a maximum period of five (5) years provided they remain in the position and shall continue to be

covered by the terms of the collective agreement, to the same extent as if the employee was temporarily appointed to a non-bargaining unit position and provided the employee opts to continue to pay union dues.

- (b) In the event the employee moves to another position in the bargaining unit within the period of a) above, he/she shall retain his/her seniority.
 - (c) At the conclusion of the five-year period, if the employee wishes to return to the bargaining unit, he/she shall be permitted to exercise his/her bumping rights within the bargaining unit.
 - (d) In the event any of the positions become vacant, then the position and any future incumbent shall be excluded from the bargaining unit.
10. This Memorandum of Understanding is intended to address bargaining unit inclusions and exclusions on a go-forward basis beyond the current round of inclusions and exclusions being considered by the Inclusions and Exclusions Committee whenever an existing position is included in or excluded from the Bargaining Unit in the future.

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

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

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

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

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

Professional Development/Job-Related Training

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

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

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

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

Educational Assistance

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

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

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

Organizational Change

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

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

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

Upscale Hiring

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

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

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

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

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

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

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

Field House/School of Human Kinetics and Recreation

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

APPENDIX "D"

Letters of Intent

TRAINEES

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees,
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

This is to confirm the Agreement reached between the University and the Canadian Union of Public Employees, Local 1615, that in the case of trainees, they will not be entitled to a step adjustment as set out in Appendix B - 2 but rather, they will receive the appropriate percentage of adjustment of the new base rate as provided for in the Terms and Conditions of the Training Program outlined in Appendix B - 3.

When the trainee completes the training program and is offered a permanent position with the University in accordance with Section 7 of the Training Program, the step adjustment will apply on the anniversary date of their appointment to a permanent position.

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

PARKING FEES

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

SWGC ALTERNATE STAT HOLIDAY

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees,
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

This is to confirm the agreement reached between the University and your Union that in the case of the Sir Wilfred Grenfell College an alternate holiday may be substituted for Regatta Day as set out in the list of University holidays in Article 28 of the Collective Agreement.

The selection of the day will be discussed with the Union prior to implementation as provided for under Article 28, Clause 28.02, of the Collective Agreement.

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

ANNUAL VACATIONS

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees,
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

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

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

FLEXIBLE WORK SCHEDULES

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees,
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

DIRECT DEPOSIT

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green,
Special Projects Advisor and
Team Coordinator

EARLY RETIREMENT INCENTIVE

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green,
Special Projects Advisor and
Team Coordinator

PENSIONS

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green,
Special Projects Advisor and
Team Coordinator

PROFESSIONAL DEVELOPMENT/JOB-RELATED TRAINING

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

This is to confirm the agreement reached during negotiations that employees will have the opportunity to avail of three (3) days or a maximum of twenty-one (21) hours professional development or job-related training. Such training will be in addition to the regular work hours in a year. Participation by individual employees will be on an optional basis and they will be compensated at straight time rates on an hour-for-hour basis (time off) for up to three (3) days to a maximum of twenty-one (21) hours in the fiscal year.

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

PENSIONS AND BENEFITS

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

UNION OFFICE

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

During the life of the collective agreement, the employer shall provide office space to CUPE Local 1615 which is comparable in size, quality and location to the office space provided to MUNFA at no cost to the union.

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

BENEFITS COMMITTEE

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

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

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

Yours truly,

Monty Green
Special Projects Advisor and
Team Coordinator

STAFF DEVELOPMENT AND TRAINING

January 23, 2003

Ms. Jane Ryan
Correspondence Secretary
Canadian Union of Public Employees
Local 1615
Memorial University of Newfoundland

Dear Ms. Ryan:

In accordance with the provisions of the Staff Development and Training Policy, this is to confirm the agreement that the six (6) CUPE employees currently enrolled in a graduate program will continue to receive their continuance fees for the life of the collective agreement.

Yours truly,

Monty Green,
Special Projects Advisor and
Team Coordinator

APPENDIX "E"

1. Non-Credit Courses (excluding certificate programs)

a) Description

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

b) Eligibility

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

c) Approval

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

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

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

d) Funding

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

2. **Professional Certificate Programs**

a) **Description**

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

b) **Eligibility**

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

c) **Approval**

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

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

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

d) **Funding**

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

3. **University Credit Courses**

a) **Description**

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

b) **Eligibility**

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

c) **Approval**

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

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

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

d) **Funding**

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

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

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

4. **Reimbursement of Financial Assistance**

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

5. **Exceptions to the Policy**

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

APPENDIX "F"

Labrador Benefits Agreement

ARTICLE 1 - SCOPE

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

ARTICLE 2 - LABRADOR ALLOWANCE

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

Schedule "A"

Group 1

	<u>Effective Date</u>	<u>Single</u>	<u>Dependent</u>
Happy Valley/ Goose Bay North West River Sheshatshit			
Wabush	April 1, 1999	\$1,750	\$3,500
Labrador City Churchill Falls Red Bay	April 1, 2000	\$1,925	\$3,850
L'Anse-au-Loup l'Anse-au-Clair Forteau Pinware West St. Modeste	April 1, 2001	\$2,150	\$4,300

Group 2

	<u>Effective Date</u>	<u>Single</u>	<u>Dependent</u>
Mud Lake			
Cartwright			
Rigolet			
Mary's Harbour			
Port Hope Simpson			
St. Lewis			
Charlottetown			
William's Harbour	April 1, 1999	\$1,875	\$3,750
Norman's Bay			
Lodge Bay	April 1, 2000	\$2,200	\$4,400
Black Tickle			
Paradise River	April 1, 2001	\$2,600	\$5,200
Pinsent's Arm			
Makkovik			
Postville			
Hopedale			
Davis Inlet			
Nain			

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

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

ARTICLE 3 - TRAVEL ALLOWANCE

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

Group 1

	<u>Effective Date</u>	<u>Amount for Each Employee and Dependent</u>
Happy Valley/ Goose Bay North West River Sheshatshit Wabush	April 1, 1999	\$350
Labrador City Churchill Falls Red Bay L'Anse-au-Loup L'Anse-au-Clair Forteau Pinware West St. Modeste		

Group 2

	<u>Effective Date</u>	<u>Amount for Each Employee and Dependent</u>
Mud Lake Cartwright Rigolet Mary's Harbour Port Hope Simpson St. Lewis Charlottetown William's Harbour	April 1, 1999	\$450
Norman's Bay Lodge Bay Black Tickle Paradise River Pinsent's Arm Makkovik Postville	April 1, 1999	\$450
Hopedale Davis Inlet Nain		

3.2T This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to the employee's hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependent on the date of application of the allowance.

- 3.3 An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 3.2 based on the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 3.4 For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (h) Maternity Leave/Parental Leave/Adoption Leave
 - (i) Injury-on-Duty/Workers' Compensation Leave
 - (j) Paid Leaves
 - (k) Any other period of unpaid leave for which the employee is eligible to accrue service.
- 3.5 The provisions of 3.4 will not apply when the employee would otherwise have been laid off.
- 3.6 The provision of 3.4 (d) will apply only to employees who have worked or have been credited with hours of work under 3.4 (a), (b) or (c) for a period of 20 days in the aggregate in the qualifying period.
- 3.7 In the case of a married couple who are both employed by Memorial University of Newfoundland, Provincial Government Departments or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

ARTICLE 4 - LEAVE

- 4.1 Permanent employees covered by this Appendix shall receive non-cumulative, paid leave in the aggregate per year as follows:

One (1) working day for the following communities:

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

Three (3) working days for the following communities:

Mud Lake	Charlottetown
Cartwright	Williams' Harbour
Rigolet Norman's Bay	
L'Anse-au-Loup	Black Tickle
Forteau Paradise River	
Red Bay Pinsents' Arm	
L'Anse-au-Clair	Makkovik
Pinware Postville	
West St. Modeste	Hopedale
Port Hope Simpson	Davis Inlet
St. Lewis	Nain

This leave will only be utilized when the employee is delayed from returning to the community due to an interruption in transportation service.

ARTICLE 5 - PROTECTIVE CLOTHING

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

ARTICLE 6 - RELOCATION EXPENSES

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

ARTICLE 7 - EXISTING GREATER BENEFITS

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

ARTICLE 8 - DEFINITIONS

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

APPENDIX "G"

Deferred Salary Leave Plan

1. PURPOSE

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

2. ELIGIBILITY

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

3. APPLICATION BY EMPLOYEE

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

4. DEDUCTION AND LEAVE OF ABSENCE PAYMENT

- (a) A participant in the Plan shall have deducted a minimum of ten percent (10%) up to a maximum of thirty-three and one-third percent (33 1/3%) of the employee's annual salary before taxes. The percentage deducted may be altered only on April 1 of each year.
- (b) During each year of enrolment in the Plan, the employee shall receive the employee's annual salary less the percentage elected for annual deferral. The amount elected for deferral shall be deducted from salary and transferred on a bi-weekly basis to the Comptroller of the University for deposit. The fund shall receive the same interest rate as other trust funds of Memorial.
- (c) During the period of the leave of absence the employee shall receive on a bi-weekly basis an amount from the fund up to but not greater than the salary that the employee would have received if they were working. Within this limitation, the funds shall be equally disbursed during the period of the leave until the employee's contribution to the fund and accumulated interest is depleted.
- (d) While an employee is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured accordingly to the salary the employee would have received had the employee not been enrolled in the Plan.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the Plan.
- (f) All statutory, group insurance, and pension plan contributions will continue on the regular cost-shared basis between the employee and the employer.

- (g) Notwithstanding any other provision of this Plan, all statutory deductions shall be in accordance with Revenue Canada rulings and all pension plan contributions shall be in accordance with the Memorial University Pensions Act.
- (h) Each year a Deferred Salary Leave Committee, consisting of an equal number of Memorial and CUPE representatives, shall meet and review the amount of deferred salary together with accumulated interest. Each participant in the Plan shall receive an annual statement of the funds deposited and accumulated interest.

5. OTHER CONDITIONS

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

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

- (c) In the event that a suitable replacement cannot be found for an employee due to receive a leave, Memorial may defer the leave for up to one (1) year. In this instance, the employee may choose to remain in the Plan or the employee may withdraw and receive any monies and interest accumulated to the date of withdrawal.
- (d) Pension contributions shall be paid on the salary the employee would have received had the employee not entered the Plan or gone on leave. These payments will be made during each year of enrolment including the period of leave and will be the normal contribution rate as required under the Memorial University Pensions Act.
- (e) In accordance with Revenue Canada requirements, all employees who receive a leave of absence in accordance with this Plan guarantee that they will return to employment with Memorial for a period of time that is not less than the period of the leave of absence.
- (f) All employees wishing to participate in the Plan shall be required to sign a Contract of Participation as attached before final approval for participation will be granted.
- (g) Employees will continue their normal payment of Union dues during each year of enrolment including the period of leave.

6. WITHDRAWAL

- (a) An employee may withdraw from the Plan, at any time for any reason, and receive all monies deferred to the fund plus accumulated interest. An employee must withdraw upon resignation of employment.

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

7. CHANGES IN THE PLAN

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

***APPENDIX H**
Job Evaluation Appeal Procedures

- (e) Definitions:
 - (a) "Appeal" means a request by an employee to the Job Evaluation Appeal Committee for a change in the rating(s) assigned to his/her current position, in accordance with Article 39, Job Evaluation.
 - (b) "Committee" means the Job Evaluation Appeal Committee constituted to function in accordance with these Procedures.
 - (c) "Classification" means the identification of a position by reference to a Class Title and Band Level.
 - (d) "Department Head" means Deans, Department Heads, and Directors, or any official authorized, in writing, to act on behalf of the Department Head.
 - (e) "Rating(s)" mean the numeric grades assigned to each factor through the application of the Aiken Plan.
 - (f) "Review" means an assessment conducted by the Department of Human Resources as a result of employee initiated request.
- B. Constitution of Job Evaluation Appeal Committee:
 - (I) There shall be a Committee to be known as the Job Evaluation Appeal Committee consisting of three (3) members, including the Chair.
 - (II) The Chair is empowered to receive and coordinate the hearing of appeals consistent with these procedures.
 - (III) The Committee shall hold meetings on appeals and shall meet with the appellant, Department Head and a representative from the Department of Human Resources to assist the Committee in conducting the appeal.
 - (IV) The Committee shall be provided with such clerical staff and facilities, e.g., office accommodation, etc., as it deems necessary to assist it in its work, subject to approval of the Vice-President (Administration and Finance) and Legal Counsel.
 - (V) The appellant may be accompanied by another person of the appellant's choice from within the University or the Union, who may address the Committee on the appellant's behalf.
 - (VI) The employing Department concerned shall allow time off from regular duties to any employee who is required to meet with the Committee, or the person accompanying the appellant. In respect of such absence, the employee shall be regarded as being on authorized absence with pay.
 - (VII) The Committee members will be appointed by the Employer and the Union and must be experienced in the application of the Aiken Plan within Memorial University of Newfoundland. Training in the application of the AIKEN Plan will be provided to all committee members, as required.
 - (VIII) The members of the Committee will be independent from the original job evaluation decision which resulted in the appeal.

- (IX) The Committee members, including the Chair, will be appointed for a one (1) year period, renewable.

C. Procedures:

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

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

employee, the point total, the Band Level assigned, the Band Level point range and the effective date. The form will be copied to the Department Head and the Department of Human Resources, for appropriate action.
5. Changes to a higher Band Level will be processed in accordance with Article 21.12.
6. The decision of the Appeal Committee is final.

YOU ARE THE UNION

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

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

- Don't Say "**Why** doesn't the Union" instead of "Why don't WE ...?"
- Don't Stay away from meetings and gripe about "Unwise" decisions afterwards.
- Don't Go "over the Head" of OUR Steward.
- Don't Think that if things are not to OUR liking there just isn't anything WE as individuals can do about it.
- Don't Believe the Union is not vitally important to US. Next to OUR home and family, the Union is OUR most important interest.
- Don't Leave this booklet at home - carry it at all times.

Eligibility (for election to office)

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

WHAT YOUR UNION DOES FOR YOU

A Union Agreement Provides:

Guaranteed wage rates.

Job security.

Grievance procedure.

Paid vacations and Statutory Holidays.

Regular hours of work.

Overtime premium.

Opportunity for progression through job posting.

Compassionate leave with pay.

A means of establishing and maintaining satisfactory working conditions.

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

CUPE PAY SCALES
EFFECTIVE APRIL 1, 2002

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	20,945	22,404	23,970	25,618	27,370	29,205	31,123	33,149	35,255	37,466	39,761	42,140	46,729	51,338	55,927
2	21,185	22,661	24,244	25,912	27,683	29,541	31,482	33,529	35,661	37,896	40,217	42,623	47,266	51,928	56,569
3	21,426	22,919	24,520	26,207	27,999	29,877	31,840	33,910	36,067	38,328	40,674	43,108	47,802	52,518	57,212
4	21,666	23,176	24,796	26,500	28,313	30,212	32,196	34,290	36,470	38,758	41,132	43,592	48,339	53,109	57,855
5	21,908	23,435	25,072	26,797	28,627	30,547	32,554	34,673	36,875	39,189	41,589	44,075	48,876	53,699	58,500
6	22,149	23,692	25,347	27,090	28,943	30,883	32,913	35,052	37,281	39,619	42,046	44,561	49,414	54,287	59,143
7	22,389	23,949	25,622	27,383	29,257	31,218	33,270	35,434	37,686	40,049	42,503	45,044	49,951	54,879	59,786
8	22,629	24,206	25,898	27,678	29,570	31,554	33,627	35,816	38,091	40,480	42,959	45,529	50,487	55,468	60,427
9	22,869	24,465	26,172	27,973	29,885	31,890	33,987	36,197	38,498	40,911	43,415	46,013	51,023	56,058	61,071
10	23,113	24,722	26,448	28,266	30,200	32,226	34,344	36,576	38,902	41,341	43,875	46,498	51,562	56,649	61,713
11	23,353	24,980	26,724	28,562	30,515	32,563	34,701	36,958	39,307	41,771	44,332	46,982	52,098	57,238	62,357
12	23,592	25,237	26,999	28,856	30,830	32,897	35,059	37,341	39,712	42,202	44,788	47,467	52,635	57,829	63,000
13	23,833	25,494	27,274	29,151	31,145	33,234	35,418	37,721	40,116	42,632	45,245	47,951	53,172	58,418	63,642
14	24,073	25,752	27,550	29,445	31,459	33,570	35,775	38,101	40,523	43,063	45,701	48,435	53,709	59,008	64,285
15	24,315	26,009	27,826	29,740	31,772	33,905	36,131	38,483	40,928	43,495	46,158	48,921	54,247	59,599	64,927
16	24,557	26,267	28,102	30,034	32,088	34,241	36,490	38,864	41,332	43,924	46,617	49,403	54,783	60,189	65,569
17	24,797	26,525	28,376	30,329	32,402	34,575	36,848	39,244	41,738	44,356	47,073	49,889	55,321	60,780	66,213
18	25,037	26,781	28,653	30,624	32,717	34,912	37,204	39,627	42,144	44,786	47,529	50,373	55,858	61,370	66,856
19	25,278	27,040	28,928	30,917	33,033	35,248	37,563	40,007	42,549	45,218	47,986	50,857	56,396	61,960	67,499
20	25,519	27,298	29,204	31,211	33,347	35,583	37,921	40,387	42,954	45,647	48,445	51,341	56,934	62,550	68,142
21	25,760	27,554	29,479	31,507	33,661	35,917	38,279	40,768	43,359	46,079	48,901	51,827	57,469	63,140	68,785
22	26,000	27,812	29,754	31,802	33,975	36,253	38,636	41,151	43,765	46,509	49,359	52,309	58,007	63,729	69,426
23	26,241	28,070	30,029	32,094	34,288	36,589	38,994	41,530	44,169	46,940	49,815	52,796	58,545	64,320	70,069
24	26,482	28,328	30,305	32,389	34,604	36,925	39,352	41,912	44,575	47,369	50,272	53,278	59,081	64,909	70,714
25	26,722	28,585	30,581	32,684	34,919	37,260	39,710	42,293	44,980	47,801	50,729	53,764	59,618	65,501	71,355
26	26,965	28,842	30,857	32,977	35,233	37,596	40,069	42,675	45,386	48,231	51,185	54,247	60,154	66,089	71,999
27	27,205	29,100	31,131	33,273	35,549	37,932	40,425	43,054	45,790	48,662	51,642	54,734	60,692	66,679	72,642
28	27,444	29,356	31,407	33,569	35,864	38,268	40,782	43,436	46,196	49,093	52,102	55,216	61,230	67,270	73,285
29	27,685	29,614	31,683	33,862	36,178	38,603	41,140	43,818	46,601	49,523	52,559	55,701	61,767	67,860	73,926
30	27,926	29,873	31,958	34,156	36,492	38,939	41,498	44,198	47,007	49,954	53,015	56,184	62,303	68,451	74,570
31	28,168	30,129	32,235	34,451	36,807	39,275	41,857	44,578	47,412	50,385	53,471	56,669	62,840	69,040	75,212
32	28,408	30,388	32,509	34,745	37,122	39,610	42,214	44,961	47,816	50,815	53,927	57,154	63,377	69,631	75,856
33	28,650	30,644	32,786	35,040	37,435	39,945	42,572	45,341	48,221	51,245	54,384	57,638	63,915	70,221	76,499
34	28,890	30,902	33,059	35,335	37,750	40,281	42,929	45,722	48,626	51,676	54,843	58,122	64,451	70,811	77,143
35	29,129	31,161	33,336	35,629	38,064	40,618	43,287	46,102	49,033	52,108	55,300	58,607	64,989	71,400	77,784
36	29,372	31,417	33,610	35,923	38,379	40,954	43,646	46,484	49,438	52,537	55,756	59,090	65,526	71,992	78,427

CUPE PAY SCALES
EFFECTIVE OCTOBER 1, 2002

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	21,469	22,964	24,569	26,258	28,054	29,935	31,901	33,978	36,136	38,403	40,755	43,194	47,897	52,621	57,325
2	21,715	23,228	24,850	26,560	28,375	30,280	32,269	34,367	36,553	38,843	41,222	43,689	48,448	53,226	57,983
3	21,962	23,492	25,133	26,862	28,699	30,624	32,636	34,758	36,969	39,286	41,691	44,186	48,997	53,831	58,642
4	22,208	23,755	25,416	27,163	29,021	30,967	33,001	35,147	37,382	39,727	42,160	44,682	49,547	54,437	59,301
5	22,456	24,021	25,699	27,467	29,343	31,311	33,368	35,540	37,797	40,169	42,629	45,177	50,098	55,041	59,963
6	22,703	24,284	25,981	27,767	29,667	31,655	33,736	35,928	38,213	40,609	43,097	45,675	50,649	55,644	60,622
7	22,949	24,548	26,263	28,068	29,988	31,998	34,102	36,320	38,628	41,050	43,566	46,170	51,200	56,251	61,281
8	23,195	24,811	26,545	28,370	30,309	32,343	34,468	36,711	39,043	41,492	44,033	46,667	51,749	56,855	61,938
9	23,441	25,077	26,826	28,672	30,632	32,687	34,837	37,102	39,460	41,934	44,500	47,163	52,299	57,459	62,598
10	23,691	25,340	27,109	28,973	30,955	33,032	35,203	37,490	39,875	42,375	44,972	47,660	52,851	58,065	63,256
11	23,937	25,605	27,392	29,276	31,278	33,377	35,569	37,882	40,290	42,815	45,440	48,157	53,400	58,669	63,916
12	24,182	25,868	27,674	29,577	31,601	33,719	35,935	38,275	40,705	43,257	45,908	48,654	53,951	59,275	64,575
13	24,429	26,131	27,956	29,880	31,924	34,065	36,303	38,664	41,119	43,698	46,376	49,150	54,501	59,878	65,233
14	24,675	26,396	28,239	30,181	32,245	34,409	36,669	39,054	41,536	44,140	46,844	49,646	55,052	60,483	65,892
15	24,923	26,659	28,522	30,484	32,566	34,753	37,034	39,445	41,951	44,582	47,312	50,144	55,603	61,089	66,550
16	25,171	26,924	28,805	30,785	32,890	35,097	37,402	39,836	42,365	45,022	47,782	50,638	56,153	61,694	67,208
17	25,417	27,188	29,085	31,087	33,212	35,439	37,769	40,225	42,781	45,465	48,250	51,136	56,704	62,300	67,868
18	25,663	27,451	29,369	31,390	33,535	35,785	38,134	40,618	43,198	45,906	48,717	51,632	57,254	62,904	68,527
19	25,910	27,716	29,651	31,690	33,859	36,129	38,502	41,007	43,613	46,348	49,186	52,128	57,806	63,509	69,186
20	26,157	27,980	29,934	31,991	34,181	36,473	38,869	41,397	44,028	46,788	49,656	52,625	58,357	64,114	69,846
21	26,404	28,243	30,216	32,295	34,503	36,815	39,236	41,787	44,443	47,231	50,124	53,123	58,906	64,719	70,505
22	26,650	28,507	30,498	32,597	34,824	37,159	39,602	42,180	44,859	47,672	50,593	53,617	59,457	65,322	71,162
23	26,897	28,772	30,780	32,896	35,145	37,504	39,969	42,568	45,273	48,114	51,060	54,116	60,009	65,928	71,821
24	27,144	29,036	31,063	33,199	35,469	37,848	40,336	42,960	45,689	48,553	51,529	54,610	60,558	66,532	72,482
25	27,390	29,300	31,346	33,501	35,792	38,192	40,703	43,350	46,105	48,996	51,997	55,108	61,108	67,139	73,139
26	27,639	29,563	31,628	33,801	36,114	38,536	41,071	43,742	46,521	49,437	52,465	55,603	61,658	67,741	73,799
27	27,885	29,828	31,909	34,105	36,438	38,880	41,436	44,130	46,935	49,879	52,933	56,102	62,209	68,346	74,458
28	28,130	30,090	32,192	34,408	36,761	39,225	41,802	44,522	47,351	50,320	53,405	56,596	62,761	68,952	75,117
29	28,377	30,354	32,475	34,709	37,082	39,568	42,169	44,913	47,766	50,761	53,873	57,094	63,311	69,557	75,774
30	28,624	30,620	32,757	35,010	37,404	39,912	42,535	45,303	48,182	51,203	54,340	57,589	63,861	70,162	76,434
31	28,872	30,882	33,041	35,312	37,727	40,257	42,903	45,692	48,597	51,645	54,808	58,086	64,411	70,766	77,092
32	29,118	31,148	33,322	35,614	38,050	40,600	43,269	46,085	49,011	52,085	55,275	58,583	64,961	71,372	77,752
33	29,366	31,410	33,606	35,916	38,371	40,944	43,636	46,475	49,427	52,526	55,744	59,079	65,513	71,977	78,411
34	29,612	31,675	33,885	36,218	38,694	41,288	44,002	46,865	49,842	52,968	56,214	59,575	66,062	72,581	79,072
35	29,857	31,940	34,169	36,520	39,016	41,633	44,369	47,255	50,259	53,411	56,683	60,072	66,614	73,185	79,729
36	30,106	32,202	34,450	36,821	39,338	41,978	44,737	47,646	50,674	53,850	57,150	60,567	67,164	73,792	80,388

CUPE PAY SCALES
EFFECTIVE APRIL 1, 2003

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	22,006	23,538	25,183	26,914	28,755	30,683	32,699	34,827	37,039	39,363	41,774	44,274	49,094	53,937	58,758
2	22,258	23,809	25,471	27,224	29,084	31,037	33,076	35,226	37,467	39,814	42,253	44,781	49,659	54,557	59,433
3	22,511	24,079	25,761	27,534	29,416	31,390	33,452	35,627	37,893	40,268	42,733	45,291	50,222	55,177	60,108
4	22,763	24,349	26,051	27,842	29,747	31,741	33,826	36,026	38,317	40,720	43,214	45,799	50,786	55,798	60,784
5	23,017	24,622	26,341	28,154	30,077	32,094	34,202	36,429	38,742	41,173	43,695	46,306	51,350	56,417	61,462
6	23,271	24,891	26,631	28,461	30,409	32,446	34,579	36,826	39,168	41,624	44,174	46,817	51,915	57,035	62,138
7	23,523	25,162	26,920	28,770	30,738	32,798	34,955	37,228	39,594	42,076	44,655	47,324	52,480	57,657	62,813
8	23,775	25,431	27,209	29,079	31,067	33,152	35,330	37,629	40,019	42,529	45,134	47,834	53,043	58,276	63,486
9	24,027	25,704	27,497	29,389	31,398	33,504	35,708	38,030	40,447	42,982	45,613	48,342	53,606	58,895	64,163
10	24,283	25,974	27,787	29,697	31,729	33,858	36,083	38,427	40,872	43,434	46,096	48,852	54,172	59,517	64,837
11	24,535	26,245	28,077	30,008	32,060	34,211	36,458	38,829	41,297	43,885	46,576	49,361	54,735	60,136	65,514
12	24,787	26,515	28,366	30,316	32,391	34,562	36,833	39,232	41,723	44,338	47,056	49,870	55,300	60,757	66,189
13	25,040	26,784	28,655	30,627	32,722	34,917	37,211	39,631	42,147	44,790	47,535	50,379	55,864	61,375	66,864
14	25,292	27,056	28,945	30,936	33,051	35,269	37,586	40,030	42,574	45,244	48,015	50,887	56,428	61,995	67,539
15	25,546	27,325	29,235	31,246	33,380	35,622	37,960	40,431	43,000	45,697	48,495	51,398	56,993	62,616	68,214
16	25,800	27,597	29,525	31,555	33,712	35,974	38,337	40,832	43,424	46,148	48,977	51,904	57,557	63,236	68,888
17	26,052	27,868	29,812	31,864	34,042	36,325	38,713	41,231	43,851	46,602	49,456	52,414	58,122	63,858	69,565
18	26,305	28,137	30,103	32,175	34,373	36,680	39,087	41,633	44,278	47,054	49,935	52,923	58,685	64,477	70,240
19	26,558	28,409	30,392	32,482	34,705	37,032	39,465	42,032	44,703	47,507	50,416	53,431	59,251	65,097	70,916
20	26,811	28,680	30,682	32,791	35,036	37,385	39,841	42,432	45,129	47,958	50,897	53,941	59,816	65,717	71,592
21	27,064	28,949	30,971	33,102	35,366	37,735	40,217	42,832	45,554	48,412	51,377	54,451	60,379	66,337	72,268
22	27,316	29,220	31,260	33,412	35,695	38,088	40,592	43,235	45,980	48,864	51,858	54,957	60,943	66,955	72,941
23	27,569	29,491	31,550	33,718	36,024	38,442	40,968	43,632	46,405	49,317	52,337	55,469	61,509	67,576	73,617
24	27,823	29,762	31,840	34,029	36,356	38,794	41,344	44,034	46,831	49,767	52,817	55,975	62,072	68,195	74,294
25	28,075	30,033	32,130	34,339	36,687	39,147	41,721	44,434	47,258	50,221	53,297	56,486	62,636	68,817	74,967
26	28,330	30,302	32,419	34,646	37,017	39,499	42,098	44,836	47,684	50,673	53,777	56,993	63,199	69,435	75,644
27	28,582	30,574	32,707	34,958	37,349	39,852	42,472	45,233	48,108	51,126	54,256	57,505	63,764	70,055	76,319
28	28,833	30,842	32,997	35,268	37,680	40,206	42,847	45,635	48,535	51,578	54,740	58,011	64,330	70,676	76,995
29	29,086	31,113	33,287	35,577	38,009	40,557	43,223	46,036	48,960	52,030	55,220	58,521	64,894	71,296	77,668
30	29,340	31,386	33,576	35,885	38,339	40,910	43,598	46,436	49,387	52,483	55,699	59,029	65,458	71,916	78,345
31	29,594	31,654	33,867	36,195	38,670	41,263	43,976	46,834	49,812	52,936	56,178	59,538	66,021	72,535	79,019
32	29,846	31,927	34,155	36,504	39,001	41,615	44,351	47,237	50,236	53,387	56,657	60,048	66,585	73,156	79,696
33	30,100	32,195	34,446	36,814	39,330	41,968	44,727	47,637	50,663	53,839	57,138	60,556	67,151	73,776	80,371
34	30,352	32,467	34,732	37,123	39,661	42,320	45,102	48,037	51,088	54,292	57,619	61,064	67,714	74,396	81,049
35	30,603	32,739	35,023	37,433	39,991	42,674	45,478	48,436	51,515	54,746	58,100	61,574	68,279	75,015	81,722
36	30,859	33,007	35,311	37,742	40,321	43,027	45,855	48,837	51,941	55,196	58,579	62,081	68,843	75,637	82,398

CUPE PAY SCALES
EFFECTIVE OCTOBER 1, 2003

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	22,556	24,126	25,813	27,587	29,474	31,450	33,516	35,698	37,965	40,347	42,818	45,381	50,321	55,285	60,227
2	22,814	24,404	26,108	27,905	29,811	31,813	33,903	36,107	38,404	40,809	43,309	45,901	50,900	55,921	60,919
3	23,074	24,681	26,405	28,222	30,151	32,175	34,288	36,518	38,840	41,275	43,801	46,423	51,478	56,556	61,611
4	23,332	24,958	26,702	28,538	30,491	32,535	34,672	36,927	39,275	41,738	44,294	46,944	52,056	57,193	62,304
5	23,592	25,238	27,000	28,858	30,829	32,896	35,057	37,340	39,711	42,202	44,787	47,464	52,634	57,827	62,999
6	23,853	25,513	27,297	29,173	31,169	33,257	35,443	37,747	40,147	42,665	45,278	47,987	53,213	58,461	63,691
7	24,111	25,791	27,593	29,489	31,506	33,618	35,829	38,159	40,584	43,128	45,771	48,507	53,792	59,098	64,383
8	24,369	26,067	27,889	29,806	31,844	33,981	36,213	38,570	41,019	43,592	46,262	49,030	54,369	59,733	65,073
9	24,628	26,347	28,184	30,124	32,183	34,342	36,601	38,981	41,458	44,057	46,753	49,551	54,946	60,367	65,767
10	24,890	26,623	28,482	30,439	32,522	34,704	36,985	39,388	41,894	44,520	47,248	50,073	55,526	61,005	66,458
11	25,148	26,901	28,779	30,758	32,862	35,066	37,369	39,800	42,329	44,982	47,740	50,595	56,103	61,639	67,152
12	25,407	27,178	29,075	31,074	33,201	35,426	37,754	40,213	42,766	45,446	48,232	51,117	56,683	62,276	67,844
13	25,666	27,454	29,371	31,393	33,540	35,790	38,141	40,622	43,201	45,910	48,723	51,638	57,261	62,909	68,536
14	25,924	27,732	29,669	31,709	33,877	36,151	38,526	41,031	43,638	46,375	49,215	52,159	57,839	63,545	69,227
15	26,185	28,008	29,966	32,027	34,215	36,513	38,909	41,442	44,075	46,839	49,707	52,683	58,418	64,181	69,919
16	26,445	28,287	30,263	32,344	34,555	36,873	39,295	41,853	44,510	47,302	50,201	53,202	58,996	64,817	70,610
17	26,703	28,565	30,557	32,661	34,893	37,233	39,681	42,262	44,947	47,767	50,692	53,724	59,575	65,454	71,304
18	26,963	28,840	30,856	32,979	35,232	37,597	40,064	42,674	45,385	48,230	51,183	54,246	60,152	66,089	71,996
19	27,222	29,119	31,152	33,294	35,573	37,958	40,452	43,083	45,821	48,695	51,676	54,767	60,732	66,724	72,689
20	27,481	29,397	31,449	33,611	35,912	38,320	40,837	43,493	46,257	49,157	52,169	55,290	61,311	67,360	73,382
21	27,741	29,673	31,745	33,930	36,250	38,678	41,222	43,903	46,693	49,622	52,661	55,812	61,888	67,995	74,075
22	27,999	29,951	32,042	34,247	36,587	39,040	41,607	44,316	47,130	50,086	53,154	56,331	62,467	68,629	74,765
23	28,258	30,228	32,339	34,561	36,925	39,403	41,992	44,723	47,565	50,550	53,645	56,856	63,047	69,265	75,457
24	28,519	30,506	32,636	34,880	37,265	39,764	42,378	45,135	48,002	51,011	54,137	57,374	63,624	69,900	76,151
25	28,777	30,784	32,933	35,197	37,604	40,126	42,764	45,545	48,439	51,477	54,629	57,898	64,202	70,537	76,841
26	29,038	31,060	33,229	35,512	37,942	40,486	43,150	45,957	48,876	51,940	55,121	58,418	64,779	71,171	77,535
27	29,297	31,338	33,525	35,832	38,283	40,848	43,534	46,364	49,311	52,404	55,612	58,943	65,358	71,806	78,227
28	29,554	31,613	33,822	36,150	38,622	41,211	43,918	46,776	49,748	52,867	56,109	59,461	65,938	72,443	78,920
29	29,813	31,891	34,119	36,466	38,959	41,571	44,304	47,187	50,184	53,331	56,601	59,984	66,516	73,078	79,610
30	30,074	32,171	34,415	36,782	39,297	41,933	44,688	47,597	50,622	53,795	57,091	60,505	67,094	73,714	80,304
31	30,334	32,445	34,714	37,100	39,637	42,295	45,075	48,005	51,057	54,259	57,582	61,026	67,672	74,348	80,994
32	30,592	32,725	35,009	37,417	39,976	42,655	45,460	48,418	51,492	54,722	58,073	61,549	68,250	74,985	81,688
33	30,853	33,000	35,307	37,734	40,313	43,017	45,845	48,828	51,930	55,185	58,566	62,070	68,830	75,620	82,380
34	31,111	33,279	35,600	38,051	40,653	43,378	46,230	49,238	52,365	55,649	59,059	62,591	69,407	76,256	83,075
35	31,368	33,557	35,899	38,369	40,991	43,741	46,615	49,647	52,803	56,115	59,553	63,113	69,986	76,890	83,765
36	31,630	33,832	36,194	38,686	41,329	44,103	47,001	50,058	53,240	56,576	60,043	63,633	70,564	77,528	84,458