

***NAPE***

COLLECTIVE AGREEMENT

between

**CENTRAL TRANSFER SERVICE**

and

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

**Expiry: March 8, 2027**

**THIS AGREEMENT** made this 9<sup>th</sup> day of March, Anno Domini, Two Thousand and Twenty-Three;

BETWEEN:

**CENTRAL TRANSFER SERVICE**

of the one part;

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES**, a body corporate organized and existing under the laws of the Province of Newfoundland and having its registered office in the City of St. John's aforesaid (hereinafter called the "Union");

of the other part;

**THIS AGREEMENT WITNESSETH** that for and in consideration of the premises and covenants, conditions, stipulations, and provisos herein contained, the parties hereto agree as follows:

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ARTICLE 1 PURPOSE AND INTENT

1.01 Purpose

The parties agree to work collaboratively, to support positive labour relations. The parties will work to achieve high levels of labour productivity while embracing a respectful work environment, safety, quality, efficiency and respect for the environment. The parties hereto agree that the purpose and intent of this Agreement is to promote co-operation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one party to the other, to formulate rules to govern the relationship between Employees and Employer, to promote efficiency and service, to secure a prompt and fair disposition of grievances, to eliminate interruption of work and interference with the efficient operation of the Employer's business and to set forth herein the basic agreement covering rates of pay, hours of work, dispute procedure and other conditions of employment.

1.02 For the Purpose of this Agreement

- (a) "Employer" means Central Transfer Service.
- (b) "Employee" means a person included in the bargaining unit who is employed by the Employer with remuneration.
  - (i) "Full-time Employee" means a person who is regularly scheduled to work the full number of working hours in each working day or the full number of working days in each work week.
  - (ii) "Relief Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
  - (iii) "Probationary Employee" means a full-time, part-time and relief employees who has not completed the probationary period.
- (c) "Bargaining Unit" means the bargaining unit recognized in accordance with clause 2.01.
- (d) "Classification" means a CTS employee that holds a valid Class 4 Drivers License along with a current Drivers Abstract. Employee must also hold a valid Standard First Aid and Level C CPR along with a current Certificate of Conduct with a Vulnerable Sector Check.

- (e) "Central Transfer Service" are located in Clarenville.
- (f) "Day" means a working day unless otherwise stipulated in this agreement.
- (g) "Holiday" means the twenty-four (24) hour period commencing midnight on a calendar day designated as a holiday.
- (h) "Central Transfer Service" - staffed with two (2) Attendants twelve (12) hours a day, seven (7) days a week.
- (i) "Authorize Leave" time off as identified under Provincial and Federal regulations, and Articles identified in this Agreement including but not limited to Sick Leave, Bereavement, Vacation, attending school for continued education relating to the industry and upgrades.

## ARTICLE 2 RECOGNITION

### 2.01 Bargaining Agent

The Employer recognizes the Union as the certified bargaining agent for a unit of employees of Central Transfer Service comprising all employees save and except Managers, non-working Supervisors and those above the rank of non-working Supervisors.

### 2.02 Individual Bargaining

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

### 2.03 Bargaining Unit Work

The Employer agrees that the function of managers is the management of employees. The work of managers or non-bargaining unit employees will not include assignments to work normally performed by employees in the bargaining unit except for the purpose of training and demonstration, emergencies or where no bargaining unit employee is available to perform the work.

## ARTICLE 3 UNION SECURITY

### 3.01 Check-Off

The Employer agrees to deduct from the earnings of all employees

covered by this Agreement, union dues and assessments ("Union Dues and Assessments"), as a condition of employment, in an amount as directed by the Union from time to time.

3.02 Initiation Fees

The Employer shall also deduct from the wages of each new employee who has completed the probationary period stipulated in Article 12 of this Agreement, an amount equal to the initiation fees of the Union (the "Initiation Fees"). Such deduction shall be made on the 1st pay period of the month following the completion of the employee's probationary period. The Union will advise the Employer of the amount of the Initiation Fees.

3.03 Check-Off Remittance

The Employer shall deduct the Union Dues and Assessments and Initiation Fees and forward such monies to the Financial Secretary Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the following month.

When remitting Union Dues and Assessments and Initiation Fees the Employer shall provide the name, address and classification of each employee from whose pay such deductions have been made.

ARTICLE 4 SHOP COMMITTEE

4.01 Shop Steward

The Employer acknowledges the right of the Employees to appoint one Shop Steward per Base. The Union will inform the Employer, in writing, of the name of the Stewards and of any subsequent change therein. The Employer shall not be asked to recognize any Steward until such notification has been received from the Union.

4.02 Negotiation Committee

The Employer agrees that a maximum of two (2) employee is to be allowed to absent themselves from their work, without loss of salary (to a maximum of three (3) days, limited to eight (8) hours per day) and benefits, for the purpose of negotiating the Collective Agreement.

A second Employee may be designated as an alternate. The Employer will pay for one (1) employee's time off, while the Union will pay for the second (2<sup>nd</sup>) employee's time off.

Such payment of salary will continue on the condition, however, that the said bargaining session takes place during the regular scheduled shifts of work for the said employees. It is further understood that the Union shall pay for travel expenses for said employees as per the current unions travel structure.

## ARTICLE 5 GRIEVANCE PROCEDURE

### 5.01 Interpretation

The purpose of this Article is to establish a procedure for the discussion and prompt resolution of grievances concerning a disciplinary measure for other than just and reasonable cause, or a dispute arising out of the interpretation, application, administration, or alleged violation of this Agreement.

The grievance procedure may be utilized by the Union, the Employer, or any person bound by this Agreement.

Grievances recognized are those of:

- individual grievances;
- a group grievance by individuals having a grievance involving common issues;
- a policy grievance, including matters affecting the entire unit of employees;
- a Union grievance with respect to a claim by the Union;
- an Employer grievance;

It is understood that policy grievances and terminations will commence at Step 2 of the grievance procedure.

### 5.02 Grievance Process

#### (a) Pre-Grievance

Complaints must be taken by the employee(s), accompanied by the shop steward if they so desire, to the employee's non-union supervisor to discuss and, if possible, to resolve within five (5) days after the circumstances giving rise to the complaint have occurred or within five (5) days of the employee becoming aware of such circumstances. Such resolution of the complaint shall not contravene the terms and conditions of this Agreement but is solely for the purpose of resolving the matter and shall not be considered as precedential or binding in any other grievance dispute.

(b) Step 1

Any complaint discussed under 5.02 (a) that is not satisfactorily resolved by the employee, steward and supervisor may become a grievance and shall be reduced to writing and provided to the supervisor within five (5) days after the circumstances giving rise to the complaint have occurred or within five (5) days of the employee becoming aware of such circumstances. The supervisor shall render his/her decision, in writing, within five (5) days of his/her receiving the written grievance. The written grievance shall state the alleged violation, the date of the violation, the facts describing the alleged violation, the location of the violation, the person or entity committing the violation, the Article or Articles of the Agreement alleged to have been violated and the remedy sought.

(c) Step 2

Should the written decision rendered in Step 1 be unsatisfactory to the employee, or should no decision be rendered, the employee assisted by his/her steward, shall submit the written grievance within a further five (5) days to the Employer. The Employer and Union representative(s) and the employee, assisted by the shop steward, shall meet within five (5) days to discuss the matter. Prior to the second step meeting, the Employer and Union commit to engage in a joint fact-finding exercise with a view of developing a common understanding of the facts surrounding the dispute, to better position the Parties to resolve such dispute. The Employer shall render a decision in writing within five (5) days of the second step meeting. If such a meeting is not held the matter shall be referred to Step 3.

(d) Step 3

Should the decision rendered at Step 2 be unsatisfactory, within five (5) days of the decision, the Employer and the Union representatives shall meet to discuss the matter. If no resolution can be achieved within five (5) days either the Union or the Employer may, within five (5) days of the meeting, refer the matter to arbitration in accordance with the procedure contained in Article 6. If such meeting is not held, the matter may be referred by either the Union or the Employer to the next step, arbitration.

5.03

The Employer may file a grievance, in writing, with the Union within five (5) days after the circumstances giving rise to the grievance have



occurred or originated or within five (5) days of the Employer becoming aware of such circumstances. The Union may file a grievance, in writing, with the Employer within five (5) days after the circumstances giving rise to the grievance have occurred or originated or within five (5) days of the Union becoming aware of such circumstances. If such grievances are not resolved within five (5) days, the grievance may be treated as a grievance commencing at Step 3 and may be referred to arbitration in the same manner as an employee's grievance.

5.04 Failure to Follow Procedure

The time limits specified in Article 5.02 and 5.03 above are mandatory. The Parties may, by mutual consent in writing, extend the time limits of this grievance and arbitration procedure. Failure of a party to file a grievance or failure of the grieving party to advance a grievance to the next step, within the time limits, shall constitute abandonment of the grievance.

5.05 Working Days

Saturdays, Sundays and observed holidays shall not count as "days" as referred to in Articles 5 and 6.

ARTICLE 6 ARBITRATION

6.01 Arbitration

The appointment of an arbitrator will be made within five (5) days of a referral to arbitration under Step 3. The arbitrator shall be selected in rotation from the list of arbitrators as set out in Article 6.02 of this Agreement. The list shall be reviewed and may be updated by mutual agreement of the Parties once every year during the term of this Agreement. Should the arbitrator whose turn it is be unable to act within the time requirements delineated in this Article, he/she shall be passed over to the next person on the list, and so on.

If none of them are available, the parties may, by mutual agreement select another arbitrator. Failing agreement on such an arbitrator, the Minister of Labour for the Province of Newfoundland and Labrador may, at the request of either party, appoint an arbitrator.

The arbitrator shall, within twenty (20) days of his/her appointment, convene an arbitration hearing to hear the relevant evidence. All rulings will be given by the arbitrator within fifteen (15) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding on the Parties.

6.02 Single Arbitrator

Any matter referred to arbitration under this Agreement shall be submitted to a single arbitrator chosen by mutual consent of the parties or failing consent either party can request the Minister of Labour to appoint an arbitrator.

6.03 Authority of Arbitrator

The arbitrator shall be governed by the following provisions. The arbitrator:

- (a) shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary for the determination of the grievance, including remedies, but shall not have the power to alter, add to or amend any of the provisions of this Agreement;
- (b) shall have the authority to review and modify any penalty imposed by the Employer and, in the case of discharge of an employee, substitute such other penalty as deemed just and reasonable in the circumstance, except as may otherwise be provided in this Agreement;
- (c) shall determine whether a grievance is arbitrable;
- (d) shall have access to the worksite to view site facilities, ongoing work, installation of equipment and/or machinery, and other working conditions, which may be relevant to the resolution of the grievance;
- (e) shall determine the procedure and shall give full opportunity to both parties to present evidence and make representations;
- (f) shall not dismiss any grievance on a technicality or error on the grievance form;

6.04 Expenses of Arbitrator

The Employer and Union involved in arbitration agree that the fees and expenses of the arbitrator will be paid in accordance with the following:

- (a) In the event the arbitrator makes a determination that there is a losing party or parties, an arbitrator may order the losing party or parties to pay the arbitrator's fees and expenses.
- (b) In the event the arbitrator makes no order as to the payment

of fees and expenses, each of the party or parties shall pay an equal share of the fees and expenses of the arbitrator.

6.05 Time Limits Extended

Any of the time limits referred to in this Article and Article 5 may only be extended by mutual agreement, in writing, between the parties to this Agreement.

ARTICLE 7 NO STRIKES OR LOCKOUTS

7.01 Strikes

During the life of this Agreement there shall be no lockout by the Employer and there shall be no strike on the part of the Union or bargaining unit members. Strikes and lockouts shall have the meaning defined in the Newfoundland and Labrador *Labour Relations Act* and shall include, but not be limited to, work slowdowns or any other concerted activity designed to restrict or limit productivity or to support, encourage, condone or engage in concerted activities such as strike, work stoppage, picketing or organized slow-downs intended to restrict or limit productivity that affects any aspect of the worksite.

7.02 Violation

In case of violation of the preceding clause, any employee involved therein maybe subject to discipline, up to and including termination.

ARTICLE 8 DISMISSAL

8.01 Discharge

The Employer shall not discharge or suspend any employee without just cause.

8.02 Progressive Discipline

The Employer shall follow a program of progressive discipline, as per the Employer's policy and shall provide written notification to the Employee and Union of any disciplinary action, which notification shall provide a brief description of the reasons for the disciplinary action.

8.03 Discharge Notice

Discharge shall be by written notice which notice will contain the reason for discharge. Such written notice shall be sent immediately to the Union office via fax or email.

8.04 Disciplinary Items Removed

The Employer agrees to remove from an employee's personnel file all items of a disciplinary nature which are older than eighteen (18) months provided the employee has not been subjected to further disciplinary action within such a period.

ARTICLE 9 MANAGEMENT RIGHTS

9.01 The Employer retains full and exclusive authority for the management of their business in all respects, subject to the provisions of this Agreement.

9.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:

- (a) to determine qualifications, skills, abilities and competency of employees;
- (b) to determine the required number of employees;
- (c) to hire, select, assign work, monitor and manage productivity, promote, demote, lay-off, discipline and discharge employees for just cause and to increase or decrease the working force from time to time;
- (d) to determine productivity levels, job competence, materials to be used, design of products, facilities and equipment required, to prescribe tools, methods of performing work and the location of equipment, the location work is to occur, and the scheduling of work; and
- (e) to establish, implement, monitor and enforce policies, procedures, rules and regulations to be observed by Employees, and non-compliance may involve discipline, including dismissal.

ARTICLE 10 SENIORITY

10.01 Seniority shall be based on length of continuous service with the

Employer and applied on the basis of classification and site location within the bargaining unit.

For the purpose of determining continuous service, authorized leave (including but not limited to; temporary layoff, maternity leave, sick leave, combination of sick/maternity leave) shall be included in such calculation.

Employees on Authorized Leave may only accrue seniority for up to six (6) months. It is agreed that Education Leave will accumulate seniority for twelve (12) months.

Employees availing of Maternity and/or Paternity Leave will be entitled to full leave as per Labour Standards but may only accrue seniority for up to a maximum of twelve (12) to eighteen (18) months, depending on the time taken by the Employee. Seniority will be lost after eighteen (18) months.

10.02 Seniority List

The Employer shall post a seniority list with respect to members of the bargaining unit within thirty (30) days of the signing of this Agreement, and each year thereafter.

10.03 Seniority List (Dispute)

Members of the bargaining unit shall have the right to protest any errors on the seniority list. Any dispute with respect to the accuracy of the seniority list shall be submitted to the Employer, in writing, within thirty (30) days of posting, after which time the seniority list shall be deemed to be correct by the parties. A dispute concerning the seniority list may be subject to the Grievance Procedure.

10.04 Promotion/Transfer

Members of the bargaining unit who are promoted to supervisory positions not subject to this Agreement, shall retain their seniority, after promotion, for a period of twelve (12) months, and shall be entitled to return to their former position within that period. All seniority shall be lost after 12 months.

Members of the bargaining unit who accept a posting as per Article 30 and transfer from one location to another shall maintain their seniority and years of service and be placed on that appropriate list.

10.05 Loss of Seniority

An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause and is not reinstated by an Arbitrator or under the grievance procedure;
- (b) he/she resigns in writing;
- (c) he/she is absent from work in excess of three (3) working days without the approval of the Manager or without sufficient cause;
- (d) he/she fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, except when such failure is caused by sickness verified by a Doctor's certificate. It shall be the responsibility of the employee to keep the Manager informed, in writing, of his/her current address. An employee who is recalled for casual work or employment at a time when he/she has employment which will continue for a greater duration than the recall period shall not lose his/her recall rights for refusal or failure to return to work with the Employer for duration of the recall period. Upon receipt of notice of recall, the employee shall, within five (5) working days, notify the Manager whether or not he/she will return to work;
- (e) he/she is laid off for period longer than eighteen (18) months;
- (f) he/she is on leave without pay for a period longer than twelve (12) months.

10.06 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority provided that those employees being retained are qualified to perform the work required. In any event, an employee who is given notice of layoff shall have the right to bump a junior employee, provided that the senior employee is qualified to perform the work required.

10.07 Recall Procedure

Employees shall be recalled in order of seniority provided that those employees being recalled are qualified to perform the work required.

10.08 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided, that those recalled are qualified to perform the work required.

10.09 Advance Notice of Layoff

Except where legislation is more favourable to an employee, the Employer shall notify all permanent full time and permanent part time employees who are to be laid off no less than fourteen (14) working days prior to the effective date of layoff.

If through no fault of his/her own the employee has not had an opportunity to work the days of notice as provided in this Clause, he/she shall be paid wages or salary, exclusive of extra time, that he/she would have earned during the notice period.

ARTICLE 11 RESIGNATION

11.01 Notice of Resignation

An Employee will provide the Employer with fourteen (14) calendar day's notification, in writing, of their intention to resign from their employment. The Employer, however, may accept a shorter period of notice.

The Employer will provide the Employee with at fourteen (14) calendar day's notification, in writing, of their intention to lay-off the Employee, or pay in lieu of notice. Both parties may waive proper notice with mutual, written consent.

For further clarification, fourteen (14) calendar days is defined as fourteen (14) consecutive days of a calendar week and not necessarily scheduled work days.

11.02 Failure to Give Notice

- (a) An Employee who fails to give notice required under 11.01 shall be struck from the payroll effective the date he/she absents themselves without authorized leave and may have deducted from monies owed to them by the Employer from all sources, including any vacation pay, a sum equivalent to the salary payable to them for the period of notice which he/she failed to work.
- (b) If the Employee is reinstated in accordance with 11.03, then any deductions made pursuant to 11.02 (a) shall be reinstated.

ARTICLE 12 PROBATIONARY EMPLOYEES

12.01 Acquire Seniority

An employee will acquire seniority after he/she has successfully completed the probationary period referred to in Article 12.02.

12.02 Probation Period

Employees shall be subject to a probationary period of 480 hours scheduled and paid, commencing on their first day of active work, which probationary period shall be completed within twelve (12) months of their date of hire. Upon successful completion of the probationary period the employee shall be credited with seniority for three (3) months or 480 hours.

Employees will be regarded as probationary until they have successfully completed their probationary period. Any probationary employee found to be unsuitable, at the discretion of the Employer, will be terminated without recourse to the grievance procedure but the Employer must exercise this discretion in a non-arbitrary and non-discriminatory manner.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except as specifically limited by the provisions of this Agreement.

Extensions to the probationary period must be agreed to by both the Employer and the Union.

12.03 Eligibility for Benefits

Full-time Employees shall qualify for Employer benefits, such as Medical/personal sick days, upon completion of 480 hours worked, from the date of hire.

ARTICLE 13 VACATIONS WITH PAY

13.01 Entitlement

Employees shall be entitled to vacation pay as outlined below. Vacation Entitlement will be calculated based on an Employee's scheduled regular hours and appropriate percentages.

Vacation Pay will be paid out as per the Employee's regular schedule, at the time taken.



As vacation leave time is based on the employee's vacation percentage on regular scheduled work, vacation pay accrual on extra hours worked will be paid out to each employee on or before December 15 of each calendar year.

<u>Length of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>	<u>Effective</u>
Less than 10 years	Determined by work schedule for requested days off.	4% of gross yearly earnings	Upon hire
10 - 15 years	Determined by work schedule for requested days off.	6% of gross yearly earnings	Completion of 9 <sup>st</sup> year
15 years and over	Determined by work schedule for requested days off.	7% of gross yearly earnings	Completion of 14 <sup>th</sup> year

13.02 Vacation - Service to Qualify

The parties hereto agree that the years of service to qualify for vacation must be spent in the employ of the Employer. It is further agreed that time spent on lay-off or authorized leave of absence, not exceeding six (6) months duration, shall qualify towards an Employees' years of service.

13.03 Vacation - End of Calendar Year

All vacation entitlement (time) must be scheduled and taken by the end of the calendar year, except with the express written approval of the Employer, or it will be considered forfeited by the Employee. Any unused vacation pay (monetary) may be banked and carried forward into the following calendar year.

13.04 Vacation - Scheduling

The final decision with respect to the scheduling of vacations with pay shall be made by the Employer. The selection of vacation time shall be done with consideration of seniority, subject to a rotational basis, to give Employees equal opportunity for prime vacation time for Union Employees.

13.05 Vacation - Paid Observed Holiday

When a paid observed holiday occurs during an Employee's vacation, he/she may, with prior written approval, have the day added to his vacation, or some other day, mutually agreed upon between the manager and the Employee.

13.06 Vacation Change

There shall be a two (2) week notice to employees if the Employer requires a change in the posted vacation schedule. Such a change shall only be by mutual consent from both the Employee and Employer, except in the case of emergencies.

13.07 Vacation Postings

The Employer will endeavor to give each employee his choice of vacation time and will advise, not later than May 15<sup>th</sup>, as to when he/she may take his vacation so that the employee may make such arrangements as may be necessary for its full enjoyment. In this connection, the Employer will post a vacation list prior to March 31<sup>st</sup> each year. Employees who fail to post their vacation prior to April 30<sup>th</sup> shall forfeit his/her vacation seniority for prime time for that year.

13.08 Vacation Periods

The Employer will do everything reasonably possible to ensure that employees receive their vacation during the period June 1<sup>st</sup> to August 31<sup>st</sup> inclusive, to a maximum of two (2) weeks consecutively. It is understood, however, that the Employer's decision as to the time each employee has his vacation will be final.

13.09 Vacation Allocation

Because of the nature of the various work schedules the employer agrees to allow employees to combine their regular scheduled time off with vacation request. In this regard vacation may be taken in one-week increments or two-week increments, if so requested by the employee.

ARTICLE 14 PAID HOLIDAYS

14.01 Paid Holidays

The Employer shall grant six (6) holidays at regular scheduled rate of pay, which shall be as follows:

1. New Year's Day
2. Good Friday
3. Christmas Day
4. Canada Day
5. Labour Day
6. Remembrance Day

14.02 Work on Paid Holidays

If an employee is required to work on one of the above-named holidays, he/she shall be paid his/her regular rate of pay for all hours so worked, in addition to the normal pay for the holiday in question or a day off with pay day in lieu of the said holiday, at employee's discretion. Said pay will be at the Employee's scheduled rate at the time of the Holiday.

14.03 Holiday - No Work Performed

When no work is required to be performed on a paid holiday, the employee, if eligible to receive holiday pay, shall be paid for that holiday at the rate set forth for at the Employee's scheduled rate at the time of the Holiday.

14.04 Holidays Observed

A paid holiday occurs on the day observed by the Provincial Government, at the Employer's discretion.

14.05 Eligibility for Paid Holiday

To be eligible for holiday pay for the above mentioned paid holidays, the employee must have completed thirty (30) days' work with the Employer and not be absent from work on the working day immediately preceding or the working day immediately following the holiday, unless a reason is given which is acceptable to the Employer.

14.06 Christmas Day or New Year's Day

- (a) Employees who are scheduled to work on both Christmas Day and New Year's Day may, prior to November 30, request to be scheduled off for one (1) of the days.
- (b) Employees who are scheduled to work Christmas Day after having worked Christmas Day the previous year may, prior to November 30, request to be scheduled off on Christmas Day.
- (c) Upon receipt of a request under paragraph a) or b), the Employer will make the change to the schedule.

ARTICLE 15 PERSONAL LEAVE

15.01 Definition

It is agreed and understood that paid leave is a benefit offered to the employees of this Bargaining Unit as a form of insurance against loss of earnings due to short term illness, or for personal reasons. Personal Leave will be paid based on the regular schedule hours at the time taken.

15.02 Leave Entitlement

All Employees will earn leave at the rate of four twelfths (4/12) day per month, to a maximum of four (4) days per year. New Employees will not receive benefits from leave until they have completed their probationary period as per Article 12.

15.03 Unused Leave

Any unused leave will be paid to employees on or before December 15<sup>th</sup> of each calendar year or on termination of employment. It is agreed that two (2) unused leave days can be carried forward into the next year if accumulated.

15.04 Doctor's Certificate

The Employer may request an employee claiming sick leave benefits to provide a certificate from a Doctor confirming that his/her absence from work is for medical reasons ("Doctor's Certificate") where such an employee is off for three (3) or more consecutive days, or where there is reasonable cause to believe that there may be misuse of sick leave benefits.

Should an employee be unable to produce a Doctor's Certificate to account for his/her absence or should an employee be habitually absent from work without satisfactory explanation, he/she may be subject to the provisions of Article 8 of this Agreement.

15.05 Notification

Employees are required to notify the Dispatcher immediately upon learning they will be requiring Personal Leave. Dispatch will notify Management as soon as possible. It is the responsibility of Management to find a replacement worker for the vacancy created in the schedule.

Planned Personal Days require two (2) weeks' notice to be given to the Employer.

ARTICLE 16 BEREAVEMENT

16.01 Bereavement Pay

An employee may request bereavement leave immediately following the death of a family member and shall be granted time off with pay at the Employee's regular scheduled hours at the time taken, not to exceed the following consecutive working days.

Employees shall be granted by his or her employer a period of bereavement leave consisting of two (2) day paid leave and two (2) days unpaid leave in the event of the death of the spouse, a child, a grandchild, the mother, father, a brother or sister, a grandparent or a mother-in-law, or father-in-law. One (1) day paid leave for brother-in-law, sister-in-law, daughter-in-law or son-in-law of the employee.

All employees must have been employed with the Employer for a continuous period of at least thirty (30) day of service, based on their applicable schedule. Employee, upon written request, shall be entitled to an additional two (2) days unpaid bereavement leave.

16.02 Bereavement Leave Authorization

Prior authorization for such leave must be obtained from the Employer and pay shall not be given for the time that would not normally have been worked by the Employee. Employer reserves the right to ask for confirmation of the requirement for Bereavement Leave Authorization.

ARTICLE 17 HEALTH & SAFETY

17.01 The Parties acknowledge that health and safety is a shared responsibility for every person participating in the workplace. The Parties acknowledge that a "safety first" culture and a healthy work environment will be the foundation of a successful workplace.

17.02 All work shall be performed in accordance with the applicable health and safety legislation and governing authority and in compliance with all Employer health and safety regulations, rules, policies, standards or procedures, a copy of which shall be provided to the Union (the "Employer Health and Safety Policies"). The Parties recognize that it is the responsibility of everyone to cooperate in the reduction of risk and exposure with the objective of eliminating accidents, health and safety hazards and advocating observance of all safety rules, standards, procedures, regulations and policies.

17.03 The Parties acknowledge and recognize the mutual value of

improving, by all proper and reasonable means, the health and safety of the employees and will co-operate to promote health and safety.

- 17.04 An Occupational Health and Safety Committee shall be established at the worksite in accordance with the applicable health and safety legislation and regulations. The frequency of meetings will be determined by the Committee itself but shall be no fewer than the number required by the *Occupational Health and Safety Act*. All employees on the Committee shall receive, without loss of earnings, all training necessary to carry out their duties.
- 17.05 The parties agree to comply with the *Workplace Health, Safety and Compensation Act* of the Province of Newfoundland and Labrador.
- 17.06 The Employer, the Union and bargaining unit members agree to comply with the obligation to participate in job observations and investigations.
- 17.07 The Employer, the Union and bargaining unit members have the "Right to Know", "Right to Participate" and the "Right of Refusal". These rights are the responsibilities of all participating parties, they do not supersede existing rights as defined under applicable health and safety legislation.

Employees have an obligation to ask questions and participate in Health Safety and Environmental programs. Employers are obligated to provide answers and training when requested and required. If these steps have been taken and the employee still feels the work constitutes an imminent danger they may then exercise the Right of Refusal.

## ARTICLE 18 HOURS OF WORK

### 18.01 Hours of Work

The provisions of this Article are intended to define the normal hours of work for Employees working on a regular work week basis. The hours set forth in this Agreement do not constitute a guarantee of hours of work per day, per week or per work schedule.

### 18.02 Regular Hours of Work Under Shift Schedule

The regular hours of work will consist of work schedules outlined in Appendix "B", however the Employer is not limited to these work schedules and additional work schedules may be implemented based upon workplace demands. Prior to any new permanent schedule being implemented it must first be agreed upon by the

Union.

18.03 Shifts

- (a) Shifts shall be scheduled according to operational requirements, however, where reasonably practical, when filling vacancies or posting positions, seniority shall be the deciding factor if qualifications are equal.
- (b) Regularly scheduled shifts shall be paid as follows:

18.04 Extra Shifts

Extra shifts will first be offered, by seniority, to full-time Employees before being offered to Relief Employees. Extra shifts will be paid at regular shift rates.

ARTICLE 19 EXTRA TIME

19.01 Shared Extra Hours

Extra hours will be offered on a shared basis. Employees shall declare their extra hours availability by signing their name to the Extra Work Availability List indicating the dates that they are available for work. Employees, upon their third time refusing extra work or are unavailable, will have their name dropped to the bottom of the List for three (3) months.

19.02 Banked Extra Time

Extra time shall be banked (maximum 40 hours in the bank) at the employee's applicable rate and taken as time off or paid when requested by the Employee. Request for time off shall be scheduled and mutually agreed upon between the Employee and the Employer. When requesting time off, the Employee agrees to give the Employer reasonable notice to allow the Employer to arrange for scheduling changes.

The Employer agrees to grant or deny the requested time off in no more than forty-eight (48) hours after receiving said request. No reasonable request for time off shall be denied. It is the Employer's responsibility to correct schedule vacancies created by requested time off. Request for overtime pay requires reasonable notice to be provided to the Employer to meet payroll deadlines.

## ARTICLE 20 COMPENSATION AND CLASSIFICATION

### 20.01 Wages Paid

Employees to whom this Agreement applies shall be paid, based upon their classification, in accordance with the wage schedule annexed and marked Appendix "A", which shall form part of this Agreement.

## ARTICLE 21 GRIEVANCE MEDIATION

21:01 The Employer or Union may request to hear outstanding grievances through Provincial Mediation with mutual agreement. Prior to having the matter heard, the parties will agree in writing as to whether the decision is binding or non-binding. Each party shall bear its own cost during the process.

## ARTICLE 22 PAY DAY

22.01 All wages shall be paid bi-weekly, on or before 5:00 p.m. Monday, in accordance with the Employer's normal payroll practices.

### 22.02 Pay Statement

The Employer shall provide with each pay period a separate or detachable itemized statement. The statement shall contain the following data, specifically:

1. Last and first name;
2. Classification;
3. The payment date and its corresponding work period;
4. The number of hours paid at the applicable rate during the hours of the regular work week;
5. The number of extra hours paid at the applicable rate;
6. The amount of gross wage and take-home pay;
7. Hourly wage rate;
8. The nature and amount of all deductions made;
9. Dollar value of accrued vacation days and Vacation days/hours actually used;
10. Dollar value of Personal/sick Days used YTD.

22.03 The employee's acceptance of a pay slip does not waive payment of all aspects of the wages owed to him/her. Pay shortages of \$100.00 or more shall be issued on a separate cheque within forty-eight (48) hours following the identification of the error; however, the transfer of funds will normally take another 48 hours to be processed into the



employee's account. All time periods described are for regular business days, excluding holidays.

- 22.04 New hires will have two (2) week's pay, maximum eighty (80) hours, held back. Current Employees will not be affected.

#### ARTICLE 23 UNION ACTIVITIES

23.01 Compensation for Employer Meeting

Where the Employer requests a meeting with a representative of the employees, or the Shop Steward, during working hours, such employee or employees shall be compensated for the time so engaged at the hourly rate applicable to such time.

23.02 Time Off

The Employer may grant necessary time off, to a maximum of two (2) weeks per year, without discrimination and without pay, to employee's who are designated by the Union to attend any labour Convention, Shop Steward training or to serve in any capacity or other official Union business, providing that appropriate written notice is given to the Employer by the Union, indicating the probable length of time which will be required. Appropriate notice is deemed to equal the number of days requested - i.e. five (5) days requested - five (5) days' notice. Consent of the Employer will not be unreasonably withheld.

23.03 Conduct Business

The Union agrees that it will not conduct Union business on the Employer's premises without the specific authorization of the Employer.

#### ARTICLE 24 INSTRUCTION & TRAINING

24.01 Employee Requirement

The Employer may require any employee to instruct any other employee, whom the Employer may designate, in the operation of any machine or procedure and such employee shall carry out his Employer's instructions therein.

24.02 Employee Training

To upgrade the Employee within the bargaining unit and improve the

efficiency of the Employer as a whole, training of employees within the bargaining unit may be necessary from time to time, at the Employer's discretion. It is agreed that training may take place after the regular working day and that employees attending these training sessions will be paid their straight time hourly rate for these training sessions.

#### ARTICLE 25 EMPLOYER WILL ACQUAINT NEW EMPLOYEES

##### 25.01 Orientation Period

Standard five (5) days of orientation at the current minimum wage rate of pay, unless otherwise mutually agreed by the Employer and the Union.

#### ARTICLE 26 UNIFORM AND BOOT

26.01 The Employer is to provide uniform(s) to the employee(s) that will be worn while on duty.

2 Pairs Pants  
2 Shirts  
Sweater cost shared 50/50  
All Season Jacket  
Touque

A boot allowance of fifty dollars (\$50) will be provided to member(s). Provide Company receipts for reimbursement.

#### ARTICLE 27 HEALTH & WELFARE PLAN

##### 27.01 Health and Welfare

It is agreed that the Employer's Health and Welfare plan will be 100% Employee participation and will include:

- Medical
- Dental
- Accidental Death and Dismemberment
- Life
- Long-Term Disability

Such benefits shall be cost shared on a 50/50 basis. Details for the plan shall be set forth in the Master Policies and Plan Booklets and will include both Single and Family coverage. Should there be any

dispute in relation to these plans, the terms of the Master Policies shall govern. The parties hereto agree that the Plan documents do not form part of this Agreement.

All employees, with the exception of Relief, are required to register for this insurance once they are eligible, unless they can prove that they have coverage of a similar or improved nature (Major Medical and Dental) with another insurance provider. Accidental Death and Dismemberment, Life and Long-Term Disability are mandatory.

See Appendix "C" for Benefits interruption due to sickness or injury.

#### ARTICLE 28 SUB-CONTRACTING

28.01 For the duration of this present agreement, except where the Union has agreed, the Employer agrees not to assign bargaining unit work to third parties, by sub-contracting work performed by the current bargaining unit.

#### ARTICLE 29 JOB POSTING

##### 29.01 New Job Posting

In the event that a new permanent job is created, or vacancy occurs, the Employer shall post notice of such positions.

##### 29.02 Employees Applying

Employees wishing to apply for such position shall apply in writing within five (5) days of the posting.

#### ARTICLE 30 LABOUR MANAGEMENT COMMITTEE

##### 30.01 Establishment of Committee

A Labour/Management Committee shall be established consisting of two (2) representatives of the bargaining unit and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing by the Union as to the names of the bargaining unit representatives selected.

##### 30.02 Functions of Committee

The Committee shall concern itself with the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

30.03 Meetings of Committee

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

30.04 Chairperson of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representative and the Local Union representative.

30.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. Each party shall receive four (4) copies of the minutes within seven (7) days following the meeting.

30.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 31 AMENDMENTS

31.01 Amendments to Agreement

Amendments to this Agreement may be made only with the mutual consent of both parties, in writing. Proposed amendments shall be submitted in writing by the party desiring the change and negotiations

thereon shall start within thirty (30) days of such notice. During negotiations and thereafter, if no agreement is reached, the provisions of this Agreement shall remain in full force and effect.

#### ARTICLE 32 DURATION AND REPEAL

32.01 This Agreement shall come into effect the date of signing and shall remain in effect until March 8, 2027 and from year to year thereafter unless written notice to terminate this Agreement or to negotiate a revision of same is given by either party to the other pursuant to the provisions of the *Labour Relations Act* for the Province of Newfoundland and Labrador.

#### 32.02 Legislation and Collective Agreements

This is to confirm that notwithstanding the no strike and no lockout provisions of the agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this agreement or if the contract between the Employer and the Provincial Government changes. Failing agreement, both parties agree to binding arbitration. Negotiations are to be conducted in accordance with the applicable legislation.

#### ARTICLE 33 NO DISCRIMINATION

33.01 The Employer and the Union agree there shall be no discrimination practiced with respect to any employee in the matter of age, creed, colour, national origin, religion, political affiliation, sex or marital status, sexual orientation, source of income, family status, physical disability, or mental disability, nor by reason of membership or activity in the Union. Harassment shall be considered discrimination under this Article.

#### 33.02 Sexual and Personal Harassment

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

#### 33.03 Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee,

endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation.

The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

The Employer and the Union recognize the right of an employee to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from his/her complaint.

## ARTICLE 34 STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

### 34.01 Adverse Weather Conditions - State of Emergency

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (i) All employees are required to report for duty as scheduled.
- (ii) When an employee through no fault of his/her own is unable to report for work because of a declared state of emergency, such employee shall suffer no loss in pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting for work.
- (iii) Notwithstanding 35.01 (i) above, the Employer reserves the right to close down or reduce staffing levels, in which event, employees so affected will not be required to report for duty and shall be paid in accordance with the terms of 35.01 (ii) above.
- (iv) Where the Employer requires an employee to work during a declared state of emergency, the Employer shall endeavour to provide transportation to and from work.

- (v) During a state of emergency, the Employer has the right to temporarily assign or re-assign hours, change the number of crew on call, or the temporary stationing of Employees to maximize Emergency Services. Example: all scheduled and on-call Employees are to remain at the Employer's base or any safe facility the Employer designates as a base, for a portion of, or the duration of the state of Emergency.

ARTICLE 35 MEAL ALLOWANCE

35.01 Flat rate of fifteen dollars (\$15) per person will be paid for lunch when calls originate to Bonavista, or similar.

APPENDIX "A" – WAGES

<b>Effective Date</b>	<b>Rate</b>
March 9, 2023 – 2%	\$16.83
March 9, 2024 – 2%	\$17.16
March 9, 2025 – 2%	\$17.85
March 9, 2026 – 3%	\$18.39



APPENDIX "B" - WORK SCHEDULE

Central Transfer Work Schedule	7 days on / 7 days off
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Schedule will be agreed to by both the Employer and the Union before implementation.

Hours worked outside the 12-hour daily schedule will be paid at straight time for the first two (2) hours. Any hours worked outside of a 14-hour daily schedule, will be paid at time and one half (1½).

The Employer has a right to change the schedule upon consultation and agreement with the Union. Start and end time is normally 8 am to 8 pm but it may change from time to time to accommodate a one off client. This will be mutually agreed on by the Employer/Union.

## APPENDIX "C" - GROUP LIFE AND HEALTH POLICY

### Group Benefits Interruption Through Sickness or Injury

1. All benefits for a terminated employee will cease upon notice of termination.
2. An employee resignation will result in termination of all benefits at once.
3. An employee layoff due to work shortage or job redundancy:

An employee may stay on the plan for a 60-day period providing the employee makes arrangements with our office to pre-pay 100% of the monthly premiums. This will give them ample time to arrange for personal coverage elsewhere.

4. A leave of absence for maternity or paternity reasons:

An employee may stay on the plan for up to six (6) months, providing the employee makes arrangements with the Employer to pre-pay 50% of the monthly premium. In the event an employee decides to stay off longer than six (6) months, the employee will have to make arrangement with the Employer to pay 100% of the monthly premiums.

After 12 months, the employee will be advised to contact their own advisor and make arrangements to obtain their own personal coverage.

### **5. Tenure Rules for Sickness and Off-site Injury**

#### **A. With Less than 12 months Tenure:**

An employee may stay on the plan for a 30-day period providing they make arrangements with the Employer to pre-pay their full (100%) monthly premium.

#### **B. 12 months to 24 months:**

An employee may stay on the plan for a 60-day period providing they make arrangements with the Employer to pre-pay 75% of the monthly premiums.

#### **C. 24 months to 60 months:**

An employee may stay on the plan for a 120-day period providing they make arrangements with the Employer to pre-pay 60% of the monthly premium.

**D. 60 months to 120 months:**

An employee may stay on the plan for a 6-month period providing they make arrangements with the Employer to pre-pay 50% of the monthly premium.

**E. Greater than 120 months:**

An employee may stay on the plan for a 12-month period providing they make arrangements with the Employer to pre-pay 50% of the monthly premium.

**6. Rules for On-site Injury**

Each situation will be reviewed independently relative to the nature and cause of the injury; however, entitlement will be at least equal to the rules in #5 above.

An employee may stay on the plan for a 3-month period at the Employer's full expense provide the employee had at least 120 months of service.

**7. Rules for Normal Retirement**

Age 65.

**Employer's Note:**

Regardless of when or why you leave our group, the Employer would urge that you contact your own personal advisor, to arrange for your own private Health Plan.

At the same time, the Employer urges that you contact the Plan Administrator to explore all of the coverage options available to you, after coming off this Group Plan. For example: you are entitled to convert your life insurance without medicals if you apply to Manulife within 30 days of leaving the group. Secondly, you are entitled to convert your Health and Dental to a private plan without medicals, if you apply within 60 days of coming of the plan. For a full explanation of what benefits you may be entitled to, the Employer would urge that you contact the Plan Administrator who will put you in contact with the Current Insurance Provider.


LETTER OF UNDERSTANDING

WINTER TIRE INSTALLATION

Both the Employer and the Union agree that all vehicles within the Central Transfer Service group will be equipped with Winter tires no later than November 1st each year and are not to be removed prior to May 1st of the following year. Seasonal conditions allowing later installation or earlier removal of Winter tires will be discussed and must be agreed upon by the Union.

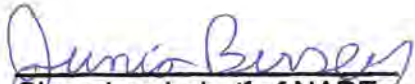
The Winter tires to be used must meet all Department of Transportation requirements (including amount of tread wear), be the approved size as specified by the vehicle's manufacturer, must not be rated as all season tires, and must not be retreaded tires. Winter tires will be installed on the front and rear, and will have the "snowflake pictogram".

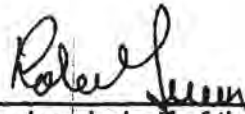
  
Signed on behalf of NAPE

\*   
Signed on behalf of the Employer

LETTER OF UNDERSTANDING  
NOT ABLE TO RETURN TO HOME BASE

Both the Employer and the Union agree that during times when the crew can't return to their home base as a result of an explainable event (weather/fatigue/mechanical issues etc.), the Employer will provide overnight accommodations. The company also will reimburse a meal allowance per transfer of \$35.00.

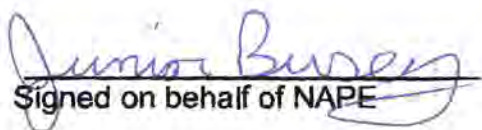
  
Signed on behalf of NAPE

x   
Signed on behalf of the Employer

LETTER OF UNDERSTANDING #4

CPR

It is agreed upon, that the Employer will provide a CPR training course, twice a year at no cost to the employee. If the employee is unable to attend these sessions they will be expected to cover the cost.

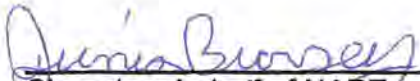
  
Signed on behalf of NAPE

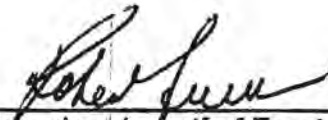
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Signed on behalf of Employer

LETTER OF UNDERSTANDING

RE: CELL PHONES

Cell phone subsidy will be signed by the Employer annually, for personal income tax rebate.


  
Signed on behalf of NAPE

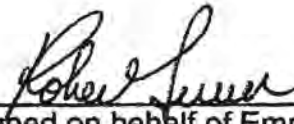
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Signed on behalf of Employer

LETTER OF UNDERSTANDING

RE: EYE GLASSES

The Employer will pay up to \$150.00 per calendar year if glasses are damaged due to workplace incident. Damage must be done on a call and not while at base and we will need proof of the accident. This is to be reported within the shift that they were damaged. A receipt must be provided and the damaged glasses will need to be turned in to the company. Where possible, the frames can be reused and the lenses replaced and vice versa.

  
Signed on behalf of NAPE

x   
Signed on behalf of Employer



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, THIS 9 DAY OF MARCH, IN THE YEAR 2023 A.D.

Signed of behalf of Central Transfer Service:

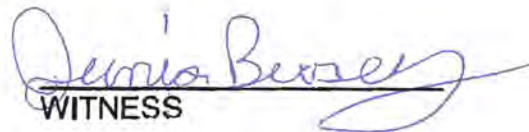
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WITNESS

Signed on behalf of the Newfoundland and Labrador Association of Public and Private Employees:

  
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\_\_\_\_\_

  
WITNESS