

Collective Agreement Between  
**MVT CANADIAN BUS, INC.**  
(hereinafter referred to as “the Employer”)



MVT Canadian Bus, Inc.

And

**Local 5120 of the Canadian Union of Public  
Employees (CUPE)**  
(hereinafter referred to as “the Union”)

**CUPE** / *Canadian Union  
of Public Employees*

**January 31, 2020 through December 31, 2022**

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## PREAMBLE

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement, and to provide the applicable method of settling differences or grievances which might arise so as to maintain harmonious relations between the Employer and all employees covered by this Agreement.

The Parties to this Agreement share a desire to establish within the framework provided by the law, and this Collective Agreement, the highest possible standards of service, safety and quality to the passengers served by the Parties.

However, this preamble shall not conflict with contractual arrangements as set out in the body of this agreement.

## ARTICLE 1.00 DEFINITIONS

### 1.01 Regular Employees

Regular Employees are those Employees who have ~~bid into~~ regularly scheduled shifts

**1.01.1 Full-Time Employees** are those Employees who are regularly scheduled for shifts of forty (40) hours per week

**1.01.2 Part-Time Employees** are those Employees who are regularly scheduled for shifts of less than forty (40) hours per week

### 1.02 Casual Employees

Casual Employees are those Employees who are employed for relief purposes. Casuals may also perform any other unscheduled work that the Employer may need performed.

### 1.03 Days

"Days" mean calendar days, unless otherwise stipulated in this agreement.

### 1.04 Weeks

Unless otherwise stated, "week" means a calendar week of seven (7) calendar days, from 00:01 hours (12:01 a.m.) Sunday to 24:00 hours (12:00 midnight) Saturday.

### 1.05 Words in Context

Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as the plural or feminine where the context or the Parties hereto so require.

### 1.06 Calendar Year

Unless otherwise stated, "calendar year" shall mean 12 calendar months commencing with the first day of January and ending December 31st.

### 1.07 Depot

A Depot is a service location from which the Employer organizes GOBUS transportation, currently situated at 5 Kyle Ave Mt. Pearl NL A1N 4R5.

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## ARTICLE 2.00 SCOPE, RECOGNITION & SECURITY

### 2.01 Bargaining Agent

The Employer agrees to recognize CUPE Local 5120 as the bargaining agent for all employees of MVT Canadian Bus, Inc employed in the GOBUS Para-transit operations save and except, office staff and supervisory staff.

**201.1** The Union recognizes that it is the Employer's exclusive right to operate and administer its affairs as listed under Article 3 of this Agreement, and no Union activity shall be carried out at the workplace except as specifically authorized by the provisions of this Agreement.

### 2.02 Duration of Agreement

The terms and conditions of this Agreement shall become effective on the **31<sup>st</sup> day of January 2020** and shall continue in full force and effect until 11:59pm on the **31<sup>st</sup> day of December 2022**, and thereafter, shall continue in full force and effect unless written notice of the intent to terminate or amend the Agreement is given by either party pursuant to this article

### 2.03 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 2.04 Re-Opening of the Collective Agreement

Either party to this Agreement may, not more than four (4) months prior to the expiry of the present Agreement, present to the other party, in writing, notice of intent to commence collective bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement. **This collective bargaining agreement will be extended for one (1) year if neither party provides notice to the other prior to the expiration date. If extended, the terms and conditions will continue and expire on December 31<sup>st</sup> of the following year.**

### 2.05 No Strikes or Lockouts

In accordance with the *Labour Relations Act of Newfoundland and Labrador*, the Union and the Employer agree that so long as this Collective Agreement continues to operate there shall be no strikes or lockouts or any other interference with, or interruption of the normal conditions of the Employer's business by the Union or its members. The definition of the terms "strike" and "lock-out" as used above shall be in accordance with the *Labour Relations Act of Newfoundland and Labrador*. However, the parties agree that a strike or lockout can occur in the event the parties have exhausted the process

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prescribed in the *Labour Relations Act of Newfoundland and Labrador*.

## **2.06 No Discrimination**

There shall be no discrimination exercised whatsoever by the Employer or the Union in the administration of this collective agreement.

### **206.1 No Discrimination for Union Activity**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

The Union, including the CUPE National Representative, will be allowed access to the premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of the collective agreement are being upheld and the activities will not in any manner interfere with the performance of work by the Employee. Prior to the National Representative visiting the workplace, contact shall be made with the Employer to schedule a suitable time for such a visit.

### **206.2 Other Agreements**

No Employee shall be required or permitted to make a verbal or written agreement with the Employer or his representatives which may conflict with the term of this collective agreement.

## **2.07 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select Stewards to represent Employees.

The Union agrees to provide the Employer with a list of the Employees designated as Stewards and alternates. The Employer will not be required to recognize any Employee as a Shop Steward unless the Union has informed the Employer, in writing, of the Employee's name.

The Union may initiate an individual, group or policy grievance on its own behalf where it disputes any application, interpretation or alleged violation of an article of this Agreement.

## **2.08 Conditions Governing Stewards**

The Employer will pay for a maximum of one (1) Shop Steward when attending meetings called by management, or when accompanying an Employee to a disciplinary meeting.

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## **2.09 Time Off for Union Business**

- 2.09.1** Leave of absence without loss of pay, for a maximum of eighty (80) hours shall be granted to each of two (2) Employees who are representatives of the Union on the bargaining committee to carry on mutually scheduled negotiations with the Employer.
- 2.09.2** Leave of absence without loss of pay and without loss of seniority will be granted to an elected or appointed representative of the Union to attend conventions and other functions of the Union and bodies to which the Union is affiliated; for elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment, and for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee. The Union agrees to reimburse the Employer the fully burdened hourly rate for any Employee covered by this clause.
- 2.09.3** Union Officers elected to a full-time Union office may elect, at the Employees option, to be placed on an indefinite Leave of Absence, waiving their right to be continued on the payroll of the Employer. Such Union Officers shall remain on the seniority list, and continue to accrue seniority on the same basis as if they were working their regular duties. Such an Employee shall have the option of maintaining his/her Group Benefit coverage with the Employer subject to the approval of the insurance carrier. The Employer will be reimbursed for 100% of the applicable premiums by the Union.

## **2.10 Security, Union Membership and Dues**

### **2.10.1 Union Membership**

All Employees who, at the date of signing this agreement, are members of the Union shall maintain membership in the Union as a condition of employment. All new Employees hired on or after the date of signing of this agreement and who come within the scope of the bargaining unit shall become members of the Union upon hiring and remain members in good standing of the Union as a condition of employment.

### **2.10.2 Deductions**

The Employer shall honor a written assignment of wages to the Union for initiation fees, dues and assessments which may be made against members of the Union. As required by the Union's dues structure, the Employer shall deduct from the Employee's pay an amount required by this assignment and the Employer shall remit each month the total of wages so deducted to the CUPE National Secretary Treasurer's Office. Each remittance from the Employer shall be accompanied by a list of names as well as classifications of

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those Employees for whom deductions were made, together with the amounts deducted from each employee.

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.

### **2.10.3 Correspondence**

All correspondence to the Union arising out of this Agreement or incidental thereto shall pass to and from the Recording Secretary of the Union and an Employer Representative.

### **2.10.4 Bulletin Boards and Union Communication**

The Employer shall provide bulletin board facilities in mutually acceptable locations, for the exclusive use of the Union at each worksite. The Employer shall provide access to employee mailboxes, or such other forms of inter site mail communication as shall exist, for the distribution of Union communication to its members.

Nothing will be posted or distributed that disparages the Employer, the Union, the client or any other person or employee

### **2.10.5 Orientation for New Employees**

The Employer shall provide to the Union, fifteen (15) minutes of paid time, to provide an orientation to the Union for new Employees. Time shall be allotted during the orientation of new Employees, and the Union officer designated by the Union shall, by prior arrangement, be afforded the opportunity to meet with new Employees, during the working shift, at no loss in pay.

## **2.11 Labour Management Committee**

- 1. A Labour Management Committee (LMC) shall be established and will consist of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at least every four (4) months or three (3) times per year. When required or requested additional meetings may be scheduled.**
- 2. The LMC shall not replace the grievance procedure contained in this Collective Agreement in any way. The Committee, however, is authorized to address and settle some procedural issues or practices in need of resolution but cannot amend the Collective Agreement**

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## 2.12 Human Rights/Harassment

The Employer and the Union agree that there shall be no discrimination or harassment exercised in the workplace for any reason prohibited by the *Human Rights Act of Newfoundland and Labrador*.

### 2.12.1 Complaints

Any Employee that feels that he/she is subject to discrimination or harassment may file a complaint in accordance with the Employee Handbook, the Grievance Procedure or with the *Human Rights Commission of Newfoundland and Labrador*.

2.12.12 The Employer shall undertake to investigate alleged occurrences as defined in the most current employee handbook.

2.12.13 a) Both parties support the principles of the Newfoundland Human Rights Code and agree to co-operate fully with any investigation held by the Human Rights Commission with regard to a complaint by any member of the Union.

b) Any Employee that feels he/she is subject to discrimination or harassment may file a complaint in accordance with the Employee Handbook, the Grievance Procedure, or with the Human Rights Commission of Newfoundland and Labrador.

c) The union will be notified per article 3.02 of any updates being applied to the Employee Handbook regarding any type of discrimination and/or harassment.

## ARTICLE 3.00 EMPLOYER'S RIGHTS

Except as expressly modified or restricted by a specific provision of this Collective Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- a) To reprimand, suspend, discharge, or otherwise discipline Employees for just cause and to determine the number of Employees to be employed.
- b) To hire Employees, determine their qualifications and assign and direct their work, to promote, demote, transfer, lay off, and recall to work.
- c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the shift starting and ending time and the number of hours and shifts to be worked.

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- d) To close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Employer or the Client.
- e) To determine the price at which the Employer contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Employer.
- f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause
- g) To issue, amend and revise policies, rules, regulations. and practices including standards of performance, to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's Employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Employer contracts its services.

### **3.01 Client Contract**

The Employer and the Union acknowledge that the Employer has entered into a contract(s) to provide transportation services with the City of St. John's, hereto known as the "Client." The contract between the Employer and the City of St. John's contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit the Employer from fulfilling all of its contractual obligations to the Client.

The Employer will discuss and obtain input from the Union on any new policies, rules and regulations requested under the terms of the Client Agreement as per the terms of Article 3.00 Employer's Rights and 3.02 Employee Handbook & Work Rules as contained in this Collective Agreement

If the Employer is required to remove an Employee from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Employer the Employer agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the Employee, the Employer will then meet with the Union to discuss the status of the Employee. After exhausting all reasonable avenues, should the Client maintain its position concerning the status of the Employee, such removal from service would be subject to the grievance procedure as contained in this Collective Agreement.

### **3.02 Employee Handbook & Work Rules**

The Employer will issue all Employees a current MVT Canadian Bus, Inc Employee Handbook outlining major rules, regulations and policies. Prior to the implementation of

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any new or revised rule, regulation or policy in the Employee Handbook, or specifically the St. Johns, NL Division, the Employer will issue a copy of the new Rule or Policy to each Employee and the Union, at least twenty (20) business days prior to the implementation of said Rule or Policy

The Employer shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and Employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Employer will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Employer Rule conflicts with the terms of this Agreement - this Agreement shall prevail Any change to rules and regulations shall be posted and distributed to all Employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Employer to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Employer Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within ten (10) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

### **3.03 Attendance**

The Attendance Policy outlined in the MVT Canadian Bus, Inc Employee Handbook will be utilized and followed for any and all attendance violations / disciplinary actions. The Union reserves the right to file a grievance on behalf of any Employee that has been disciplined or terminated due to the application of this policy

### **3.04 Drug & Alcohol Policy**

Employees must comply with the Drug & Alcohol Policy and Procedures as contained in the MVT Canadian Bus, Inc. Employee Handbook. Any changes to this policy will be presented to the Union a minimum of twenty (20) calendar days prior to implementation. The Union reserves the right to file a grievance on behalf of any Employee that has been disciplined or terminated due to the application of this policy

### **3.05 Safety Policy**

Because the Employer's clients rely upon MVT Canadian Bus, Inc. for qualified, well trained and safe Drivers, a good safety record on the part of Drivers is essential for the Employer to serve its clients in the safe professional manner that they expect. It is the policy of the Employer that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook contains the Employer's Safety and Incident Policies and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the Employee Handbook

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are agreed upon as the major safety policies in effect for this Agreement. The Union reserves the right to file a grievance on behalf of any Employee that has been disciplined or terminated due to the application of this policy.

## ARTICLE 4.00 GRIEVANCES

### 4.01 Definition

A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement.

### 4.02 Grievance Procedure

The Union and Employer have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible. Should the Employer fail to respond within the timelines contained within this Article, a properly filed grievance shall be automatically advanced to the next step in the grievance process. In calculating the time limits set out in this Article, Saturdays, Sundays, public holidays listed in Article 11 and any delay in scheduling a meeting shall be excluded. At every step of the grievance procedure, the Employee shall have the right to have a Shop Steward present. All time spent by Employees (including the Shop Steward) preparing and presenting the grievance shall be unpaid by the Employer. In the event of an Employer initiated grievance the Shop Steward and affected Employee(s) shall be paid in accordance with this agreement.

#### 4.02.1 Step One

A Union Representative may present a grievance to the General Manager, or his/her appointee, within ten (10) days of the date of the circumstances giving rise to the grievance, or when an Employee first becomes aware of the action or circumstances giving rise to the grievance. Such awareness outside of the ten (10) day time limit on the part of the Employee or Union must be verifiable.

Such grievance shall be presented in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated, and the remedy sought. The General Manager, or his/her appointee, shall render a written decision within ten (10) days of receipt of the grievance.

#### 4.02.2 Step Two

If a satisfactory solution is not reached in Step One, or should no decision be rendered, the grievance shall be referred to a meeting of the General Manager and Union President within ten (10) days of receiving the decision at Step One, or where no decision was rendered, within ten (10) days of the expiry of the time for doing so. The General Manager shall render a written decision within ten (10) days of the Step Two grievance meeting.

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Those grievances concerning the alleged unjust discharge of an Employee shall commence directly at Step Two, within ten (10) days of such Employee being notified of his/her discharge.

#### **4.03 Arbitration**

In order to settle or provide for full and final resolution of Grievances, either party may decide to proceed to a Third Party for resolution. When either party requests that a grievance be submitted to arbitration, it shall notify the other party in writing within Twenty (20) working days of receipt of the Step Two written decision.

Upon receipt of notice of arbitration, the parties shall endeavor to agree to the appointment of a sole arbitrator. Where the parties cannot agree on such appointment, the grieving party shall, within Thirty (30) days of the date of the notice of arbitration, apply to the Minister of Labour for the appointment of an arbitrator who shall make a decision on the grievance that is final and binding upon the parties and upon the persons on whose behalf this Agreement was made.

The Arbitrator shall not have any power to alter, change, add to or detract from this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms of this Agreement.

##### **4.03.1 Arbitrator Fees**

Each of the parties shall pay an equal share of the fees and expenses of the Arbitrator

#### **4.04 Abandonment**

If a grievance is not initiated or advanced to the next stage within the time limits as stipulated in this Article, unless such delay was a result of unforeseen circumstances, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. In the event the Employer does not respond to a grievance within the specified time limits, the Union may advance the grievance directly to Arbitration. The time limits may be extended only by mutual consent of both parties and a request for an extension by either party shall not be unreasonably denied.

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## ARTICLE 5.00 PROBATION, SENIORITY

### 5.01 Probationary, Qualifying

The first four hundred and eighty (480) hours of work shall be considered a probationary period during which the Employer may assess the Employee's suitability and competence. During the probationary period the Employer has the right, in its sole discretion, to dismiss an Employee for any reason without notice or pay in lieu of notice, subject only to the notice, if any, required by the *Newfoundland & Labrador Labour Standards Act*. Such decision is not subject to the grievance and arbitration provisions of this Agreement provided that it is made in good faith, is non-discriminatory and is not contrary to law.

This probationary period may be extended, provided that the Employer and the Union mutually agree to such an extension.

### 5.02 Seniority

**5.021** The Employer shall maintain one (1) Seniority lists for all Employees, showing both the Original Hire date and the Accumulated Seniority Hours.

Seniority shall be accumulated based on hours worked or while on an approved paid/unpaid leave as follows:

- o Regular Full Time Employees shall be credited with 2080 hours per year;
- o Regular Part-Time & Casual Employees shall be credited with hours worked to a maximum of 80 hours per pay period
- o Overtime shall not be credited or calculated towards accrual of seniority.

**5.022** Up-to-date seniority lists shall be sent to the Union on a semi annual basis on February 1 and August 1. An updated Casual Seniority list will be provided to the Union on a bi-weekly basis for assignment of work purposes.

**5.023** For the purposes of Vacancies and Layoffs the application of Seniority shall be applied in the following manner;

- a) Drivers - During the shift bid process, selection shall take place in the order of greatest seniority of Regular Full Time Drivers, followed by Regular Part-Time Drivers. In the event the number of available shifts is greater than the number of Regular Employees that bid on shifts, the remaining shift(s) will be offered to Casual Employees in their order of Seniority. Non-Driver positions shall be filled in accordance with Article 16.00
- b) In the event that a Casual Employee is successful in obtaining a Regular position the Employee(s) status will be updated on the Seniority List.

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- c) Drivers - In the event that a Regular Employee opts not to participate in the shift bid process, the Employee will be placed on the Casual Seniority List based on the Employee's Accumulated Seniority Hours.
- d) In the event of job redundancy or layoff, both parties recognize that job security shall be in accordance with Seniority within the employee's respective status. Therefore in such event, Employees shall be laid off by status (Regular Full Time, Regular Part-Time, Casual) in reverse order of their Seniority within their respective classifications as outlined in Schedule "A". If Employees are subject to a reduction in their regular hours of work then they are eligible to bump a more junior Employee as outlined in Article 16 00. No Casual Employee may bump a Regular Employee upon lay-off.

5024 All Employees shall continue to accrue seniority while off work due to illness, injury, or approved leaves. Part-Time employees shall continue to accrue seniority based on the regular weekly hours of their selected shift. Casual employees shall continue to accrue seniority based on an average of the accumulated hours worked (per pay period) from the date of the previous shift bid

5025 Management will present the Union with an updated Employee phone and address list within a reasonable period of time, when requested by an officer of the Union.

5026 An Employee shall not lose seniority if absent from work or unavailable for work under circumstances of illness, accident or injury reported to the Employer by an Employee or Employee's representative.

5027 An Employee shall not lose seniority if absent from work under circumstances constituting an approved leave of absence by the Employer.

5028 An Employee shall lose seniority in the event of:

- a) Voluntary resignation unless such resignation is withdrawn within forty eight (48) hours.
- b) Discharge for just cause.
- c) Lay-off for more than twenty-four (24) months.
- d) Failure to return from an approved Leave of Absence or recall from layoff unless the Employee is unable to do so due to unforeseen circumstances

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## ARTICLE 6.00 WAGES

### 6.01 Acting Capacity

Any bargaining unit Employee filling in for another bargaining unit Employee in a higher paid classification shall be paid at the applicable higher rate for all time so worked totaling one half (1/2) hour or greater in a shift. Any Employee who is required to temporarily substitute in a classification with a lower wage rate shall continue to be paid at the Employee's higher rate. The above will apply to all Regular and Casual Employees when performing such duties. For the purposes of this Article, classification shall be defined as Drivers, Utility Worker, Dispatcher and Scheduler.

The parties further agree that part of the duties of a Dispatcher are to perform day of scheduling duties and that Article 6.01 does not apply in these circumstances. If a Dispatcher is required to replace a Scheduler he/she shall be paid at the Scheduler rate for such time worked.

### 6.02 Rounding Off

All wage rates and any increases thereto as set out in SCHEDULE "A" of this Agreement are to be rounded to the nearest whole cent. One-half (.5) of one (1) cent and over are to be rounded upwards to the next whole cent. Less than one-half (.5) of one (1) cent is to be rounded down to the last whole cent.

### 6.03 New or Changed Positions

**6.031** In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and a written notice shall be given to the Union, and unless written notice of objection thereto by the Union is given to the Employer within ten (10) calendar days after such notice, such classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such new positions is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

**6.032** In the event the Employer adopts significantly new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to change in job content, and/or required qualifications and if necessary, any change in the job classification or wage rate. If notice of objection is not received from the Union within ten (10) calendar days after such notice, then the classification and wage rate shall be considered agreed to by the Union. If the classification and/or wage rate established by the Employer for such changed jobs are revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the change in job content and/or requirements

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- 6033** In the event that the Employer introduces the use of larger vehicles (beyond current fleet configuration at the time of ratification) requiring a higher class of driver's license to operate, the Employer shall establish a wage premium for operation of such vehicles. Notice shall be given to the Union and the premium shall be subject to negotiation and/or arbitration as per 6.03.2. In the event this Agreement is re-opened to such negotiation, the No Strike/Lockout provisions as contained in Article 2.05 of this Agreement shall remain in effect for the duration of said negotiations. Further, the Employer shall provide training and testing vehicles such that affected Employees may upgrade their licenses.

#### **6.04 Minimum Hours**

- 6041** In the event that an Employee is called in to work and isn't required perform work, the Employer shall either let the Employee perform work for at least three (3) hours or pay the Employee for any unworked portion of the three (3) hours at the Employee's regular hourly rate of pay
- 6042** All Regular Part-Time Employees shall be scheduled for a minimum of three (2) hours per shift
- 6043** All Casual Employees required to report for a shift shall be paid a minimum of three (3) hours per shift
- 6044** Any Regular Full-Time Employee recalled to work in addition to and outside of but not adjoining their normally scheduled hours shall be paid a minimum of three (3) hours at the applicable rate of pay

#### **6.05 Starting and Finishing Time**

- 6051** Every Driver position shall have a designated depot (currently located at 5 Kyle Ave Mt Pearl NL, A1N 4R5) from which they will depart and return at the end of their shift. Drivers will have included in their shift twelve (12) minutes pre-trip and three (3) minutes post-trip. In the event a Driver exceeds the allotted pre-trip and/or post-trip time they are to complete the appropriate form as provided by the Employer detailing the reason for the delay.

The parties agree that within ninety (90) days of signing of this Collective Agreement that two (2) representatives of each party shall conduct a joint time study regarding pre-trip and post-trip inspections and will also review the current inspection formats to determine if modifications are required. It is further agreed that the time study process will be agreed to in advance.

Shift start and finish times for Regular Dispatchers, Schedulers and Utility Workers shall be designated on their shift posting

- 6052** The Employer shall provide the estimated shift start and finish times for each shift during the shift posting process. The parties agree that start and finish

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times may be adjusted in accordance with service demands.

In the event that an Employee's shift start time needs to be adjusted later or earlier due to service demands, the Employer will notify the affected Employees as follows:

- a) Shift start time prior to 12:00noon. The Employee will be notified no later than 8:00pm the day before.
- b) Shift start time after 12:00 noon. The Employee will be notified at least three (3) hours prior to the previously scheduled commencement of his/her shift.

In the event that an Employee's shift end time needs to be adjusted later or earlier due to service demands, the Employer will notify the affected Employee as soon as operationally possible.

In the event (due to extenuating circumstances) the Employee is unable to extend his/her shift, the additional work will be reassigned by the Employer in the most operationally efficient manner. The Employer will endeavor to honor seniority as defined in this Agreement in the reassignment of the work

The adjustment of shift start and end times shall be made at the discretion of the Employer based solely on service demands and operational efficiency.

**6.06 Overtime**

Overtime for all Employees shall be calculated and paid at the following rates

- 606.1** Employees whose actual hours worked, including hours credited for a Statutory Holiday, exceed eighty five (85) hours in any pay period or twelve (12) hours in any day shall be paid at the rate of time and one half (1.5) of their regular hourly rate of pay.
- 606.2** Unpaid lunch periods will not be counted in calculating the above overtime hours
- 606.3** The opportunity to work overtime shall be shared equally among employees in a classification. A rotating list based on seniority within the classification will be used to determine overtime. Upon ratification, employees will be asked for overtime from the most senior employee within the classification downward until all employees have been asked. (For the purpose of this clause 'classification' is defined as Driver, Dispatcher, Dispatcher/Scheduler or Utility Worker.)

**6.07 Pay**

- 607.1** Employees will be paid bi-weekly

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6072 Payroll will be by Direct Deposit

## ARTICLE 7.00 BENEFITS AND PENSION

### 7.01 Benefit Qualifications

Benefits shall only be offered to Regular Full-Time Employees who work an average of thirty five (35) hours or more per week and maintain a minimum average of 30 hours per week. Participation in the Benefits Plan is subject to the approval of the Insurance carrier.

**7.01.1** Regular Full-Time Employees shall become eligible to participate in the Employer's Benefits Plan after six (6) consecutive months of employment as a Regular Full-Time Employee.

**7.01.2** Any Regular Full-Time Employee who is enrolled and participating in the Benefit Plan at the ratification of this Agreement shall continue benefit coverage, provided they remain eligible and qualified as per Article 7.01

### 7.02 Benefit Premiums

Both the Employer and those participating Employees shall contribute towards the monthly benefit premiums as outlined in SCHEDULE "B" of this Agreement

In the event that the insurance carrier increases any benefit premiums throughout the duration of this Agreement, the increase shall be shared equally (50%/50%) between the Employer and the Employee

**7.02.1** The Employee's contribution shall be payroll deducted over twenty four (24) pay periods

**7.02.2** Employees on an approved Leave of Absence in excess of one (1) month shall have the option of maintaining his/her benefit coverage with the Employer subject to the approval of the Insurance carrier and subject to the Employee providing the Employer post dated cheques for the total monthly cost of the benefits or by any other arrangement acceptable to the Employer

### 7.03 Registered Retirement Savings Plan (RRSP)

All Casual, Regular Part-Time and Regular Full-Time Employees shall be eligible to participate in the Employer's Group RRSP upon completion of the probationary period.

Employee contributions to the plan are voluntary and shall be by payroll deduction.

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**7.04 Employee Assistance Program**

The Employer's Benefit Plan shall include participation in the Employee Assistance Program.

**ARTICLE 8.00 OTHER DUTIES**

**8.01 Court Proceedings**

**801.1** The Employee must notify the Employer prior to the commencement of any trial or proceeding in respect of which the Employee may seek reimbursement

**801.2** Any Employee required by an Employer subpoena/summons or Crown subpoena/summons to attend, for any reason, before a Court, on a date upon which they would normally work for the Employer, shall be booked off for the entire shift. Employees required by the Employer to attend before a legal body on their regular scheduled work day shall be paid straight time for their regular bid time. Employees required by the Employer to attend a court proceeding on their scheduled days off will be paid for their attendance and will be given alternate days off in lieu. All reasonable expenses will be reimbursed if the court proceedings are beyond the Greater St. John's area for Employer required attendance. Employees required to attend court by Crown summons/ subpoena concerning a matter unrelated to the Employer shall not be paid for time spent at the proceeding

**801.3** Any payment made to the Employee by a third party, in connection with the above shall be returned to the Employer

**801.4 Jury Duty**

All Employees who are:

- a) summoned for jury service, or serve as jurors, or
- b) required to attend upon a court as a witness in a criminal or quasi criminal case or
- c) required to attend upon an inquiry held under *The Summary Proceedings Act*; or
- d) required to attend upon an inquiry established under section 2 of the Public Enquiries Act,

shall be granted leave of absence without loss of pay and benefits.

An Employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court.

In cases where an Employee's private affairs require a court appearance, the Employer shall grant the Employee leave of absence without pay to attend at

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court. An Employee who has accumulated vacation shall be permitted to use such accumulation for this purpose

For any claim under this article the Employer may request verification.

**8.02 Medical Examination**

Medical examinations required of an Employee by the Employer and/or necessary for retention of qualification for their position and not paid for by the Employee's medical insurance, shall be paid for by the Employer.

**8.03 Call-Ins by the Employer**

If any Employee is called in by the Employer outside his normal working hours for meeting with the Employer he shall be paid three (3) hours at that Employee's regular rate of pay. If the Employee leaves the meeting prior to completion, he/she shall only be paid for their time in attendance at the meeting. The Employee cannot refuse a reasonable request to meet with the Employer and all such requests shall be scheduled contiguously with the Employee's scheduled work day. Such refusal to a reasonable request shall result in the Employee being removed from service until the completion of the requested meeting.

**8.04 Cancellation of a Shift for a Casual Employee**

If a casual Employee has been assigned a shift, the Employer has the right to cancel that shift at any time. If the Employer cancels the shift less than three (3) hours prior to the scheduled start time of that shift, the Employer will pay the casual Employee three (3) hours pay.

**8.05 Cancellation of a Shift for Regular Employees**

If the Employer cancels a shift of a Regular employee less than two (2) hours prior to the scheduled start time of that shift, the Employer will pay the Regular employee three (3) hours pay.

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## ARTICLE 9.00 VACATION LEAVE

### 9.01 Vacation Selection

The Employer shall post a vacation calendar by classification for the months of June, July and August on March 1<sup>st</sup> of each year. Eligible Employees shall select vacation dates by March 31<sup>st</sup>. Vacation selection for the months of June, July and August shall be made in order of seniority by classification.

The Employer shall post a completed vacation schedules for all Employees by April 15 of each calendar year.

Eligible Employees shall pick their vacation time in weekly increments based on the amount of time accrued (but not taken) during the prior Calendar Year. Such accruals shall be taken in daily eight (8) hour blocks. In cases where an Employee has less than one (1) week of vacation time accrued, the Employee may take vacation in a block of daily increments. Employees wishing to use vacation for periods less than one week shall be entitled to do so subsequent to the vacation pick and shall be awarded by classification subject to operational requirements.

A maximum of fifteen percent (15%) of Drivers will be permitted to go on vacation at any one time during the months of June, July and August. Additional vacation blocks may also be offered by the Employer based on service demand

Vacation requests for months other than June, July and August can be submitted at any time (with two (2) weeks' notice) to the Employer and shall be awarded on a first-come, first-served basis by classification; any conflicts shall be decided based on seniority.

The Employer reserves the right to limit the number of Employees on vacation at any time subject to operational requirements and the availability of qualified replacement staff

### 9.02 Vacated Vacation Periods

In the event that a picked week's vacation becomes vacant the Employer will post it for one (1) weeks so that other eligible Employees may sign for the vacated period according to seniority, by classification. Subsequent vacated approved vacation weeks as a result of an Employee changing their pre-approved vacation shall not be posted.

### 9.03 Statutory Holidays

If an Employee is on vacation leave when a statutory holiday occurs, this will not constitute a vacation day

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## ARTICLE 10.00 VACATION ENTITLEMENT

### 10.01 Casual & Part-Time Employees

Part-Time or Casual Employees shall not be entitled to accrue annual vacation leave, but will be paid the following amounts on each pay cheque in lieu of vacation.

0 - 4.99 Years of continuous service 4% of all earnings  
5 Years or more of continuous service 6% of all earnings

### 10.02 Regular Full-Time Employees

Regular Full-Time Employees will earn vacation in each year of continuous employment to be taken the following year of employment.

Regular Full-Time Employees with less than five (5) years of continuous service shall be entitled to two (2) week's vacation leave after each year of completed service. Each Employee will bank vacation pay at the rate of four percent (4%) of all earnings each pay period.

Regular Full-Time Employees with five (5) years or more of continuous service shall be entitled to three (3) week's vacation leave after each year of completed service. Each Employee will bank vacation pay at the rate of six percent (6%) of all earnings each pay period.

When a Regular Full-Time Employee takes their vacation, the Employee shall be paid from their banked vacation earned in the previous year of employment.

### 10.03 Status Changes

A Casual or Part-Time Employee who changes status to Regular Full-Time shall immediately stop receiving pay in lieu of vacation each pay period and shall begin to accrue paid vacation each pay period as outlined in 10.02.

A Regular-Full Time Employee who changes their status from Regular-Full Time to Regular Part Time or Casual shall be paid out in full any accrued (but not taken) vacation to the point of change in status and will begin to receive pay in lieu of vacation as per 10.01.

### 10.04 Termination

A Regular-Full Time Employee who terminates employment shall be paid out in full any accrued (but not taken) vacation up to and including the last day worked.

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#### 10.05 Carryover

Regular Full-Time Employees shall not be entitled to carryover any unused vacation from one year of employment to the next unless otherwise mutually agreed by the Employee and the Employer. Any unused banked vacation pay shall be paid out to the Employee at the end of each continuous year of employment

### ARTICLE 11.00 STATUTORY HOLIDAYS

#### 11.01 Holidays Definitions

For the purposes of this Agreement, the following shall be acknowledged as statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Memorial (Canada) Day	Christmas Day
	Boxing Day (effective 2021)

or days in lieu of these listed holidays, and any other additional public holidays gazetted, declared or proclaimed as a Public Holiday by the Government of *Newfoundland and Labrador*. The statutory holiday for all purposes of this Agreement is the day on which the statutory holiday actually falls. For example, if Memorial Day falls on Sunday July 1, then the statutory holiday for all purposes of this Agreement will be the Sunday.

#### 11.02 Statutory Holidays on Non-Work Days

**11.021** If one or more consecutive statutory holiday(s) fall on a day which is not a Regular Employee's regular work day the next working day or, where there is an agreement between the Employer and the Employee, the previous working day, will be granted in lieu thereof with regular pay.

**11.022** Alternatively, the Employee may bank the statutory holiday, however any banked holiday(s) must be used by the end of the calendar year

#### 11.03 Work on Statutory Holidays

**11.031** Employees who work the Statutory Holiday shall be paid in accordance with the applicable legislation.

**11.032** Casual Employees shall qualify and be paid Statutory Holiday pay in accordance with the applicable legislation

**11.033** Work on a statutory holiday shall be voluntary and offered to Regular Employees, by classification, in order of seniority and then to Casual Employees in order of seniority. If there are insufficient volunteers willing to

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work on the holiday, work shall be assigned in reverse seniority within a classification to fill the required shifts.

- 11034 Four (4) weeks prior to each Statutory Holiday the Employer will post on bulletin boards at the depot a Statutory Holiday Sign Up Form. Employees who wish to volunteer to work on the Statutory Holiday must do so by signing up on the Statutory Holiday Sign Up Form at least 2 weeks prior to the Statutory Holiday

## ARTICLE 12.00 LEAVES OF ABSENCE

### 12.01 General Conditions

- 1201.1 The Union must be informed of leaves in excess of fourteen (14) days. Leaves of absence without pay and without benefits will be considered upon request of the individual Employee, subject to the approval of the Employer
- 1201.2 The Request For a Leave Form shall be submitted to the Employer seventy-two (72) hours prior to the commencement of any leave for five (5) days or less and fourteen (14) days prior to the commencement of any leave for a period longer than five (5) days.
- 1201.3 Any reasonable request for leave shall not be refused by the Employer. The reasonableness of a request shall involve consideration of the underlying reason for the request, the Employer's staffing requirements during the period requested, and previous requests granted to the Employee. This does not refer to Leaves of Absence for Union business. Except for Leaves of Absence protected by law, Leaves of Absence shall not exceed thirty (30) days unless mutually agreed to by the Employer and the Union. The seniority status of Employees will not be affected when an Employee is on sick leave or leave pursuant to Workers' Compensation.
- 1201.4 The Employer may grant a leave of absence with or without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause. Such request must be in writing and approved by the Employer.

### 12.02 Bereavement Leave

A Regular Employee shall be given three (3) days bereavement leave consisting of two (2) days paid leave and one (1) day unpaid leave. Part-time Employee's bereavement leave shall be pro-rated based on hours worked in the thirty (30) days preceding the leave.

Bereavement leave will be provided in the event of the death of the spouse, child, grandchild, the mother or father, a brother or sister, a grandparent or a mother in-law, father in-law, sister in-law or brother in-law, son in-law or daughter in-law, of the Employee.

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**12.03 Marriage Leave**

A Regular Employee shall be granted one (1) days leave with pay to be married. Part-time Employee's marriage leave is to be pro-rated based on hours worked in the thirty (30) days preceding the leave

**12.04 Maternity Leave/Adoption Leave/Parental Leave**

**12041** An Employee may request maternity adoption/parental leave without pay which may commence prior to the expected date of delivery and the Employee shall be granted such leave in accordance with applicable legislation

**12042** The Employer may grant leave without pay when the Employee is unable to return to duty after the expiration of this leave

**12043** An Employee may return to duty after giving the Employer two (2) weeks' notice of his intention to do so.

**12044** The Employee shall resume his former position and salary upon return from leave, with no loss of previously accrued benefits.

**12045** Periods of leave shall count for seniority

**12046** Eligible Employees on leave shall be entitled to maintain benefit plan coverage pursuant to Article 7 02 2 of this Agreement.

**12047** An Employee may be awarded sick leave for illness that is a result of, or may be associated with pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.

**12.05 Training Leave**

All Employees shall have the privilege of applying to the Employer for leave of absence without pay to attend pertinent courses, institutes and night classes that will add to their training and experience for the job they hold

The Employer will approve the payment of tuition fees for courses that the Employer has designated as pertinent, is not an existing pre-requisite, and is initiated by the Employer, so long as the Employee successfully completes the course.

For Employer required training, such training will be done, where possible, during regular working hours. Otherwise, Employees will be paid for all time spent attending training sessions at regular rates of pay

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**12.06 Extreme and Adverse Weather Conditions**

In the event that an Employee is required to report to work as scheduled, but is unable to work due to extreme, unforeseen, and adverse weather conditions (i.e.: blizzard, earthquake, celestial disaster, etc.), the Employer will pay the Employee for a minimum of three (3) hours.

In the event that a Regular employee is required to report to work as scheduled but is subsequently contacted by the Employer indicating that the employee is not required to report to work due to extreme, unforeseen, and adverse weather conditions (i.e.: blizzard, earthquake, celestial disaster, etc.), the Employer will pay the Employee for a minimum of three (3). Should conditions subsequently change, the employee must be ready and available to report to work within sixty (60) minutes notice for any hours that the employee was previously scheduled for

**12.07 Unpaid Leaves – Benefit Adjustment**

Employees having over thirty (30) unpaid days of leave during the calendar year will have a portion of their benefit costs recovered monthly by the Employer in proportion to the unpaid days taken by that Employee. Failure of the Employee to reimburse the Employer shall result in the termination of benefit coverage for that Employee.

Employees who have benefits reduced or for whom the Employer costs have been recovered will receive a statement at the end of the calendar year outlining what deductions were made and how the deductions were calculated

Employees taking such leaves of absence should discuss these requirements with Human Resources to ensure their understanding.

**12.08 Reporting Back to Work From Leave**

Any Employee who does not report back from leave as scheduled without sufficient cause will be deemed to have abandoned their employment.

**12.09 Reservist Leave**

An Employee shall be awarded Reservist Leave in accordance with applicable legislation and shall have the option of maintaining coverage in the Benefit Plan pursuant to Article 7.02.2 of this Agreement.

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## ARTICLE 13.00 SICK LEAVE BENEFITS

### 13.01 Sick Leave Benefits

- 13.01.1 Sick Leave Benefits shall only be offered to Regular Full-Time Employees.
- 13.01.2 Sick Leave will be earned at a rate of eight (8) hours per full month of completed service to a maximum of forty eight (48) hours per year. Unused sick leave shall be carried over from one year of employment to the next to a maximum of one-hundred and twenty (120) hours.
- 13.01.3 Sick leave shall be payable when an Employee is unable to report for, or continue at, work due to illness or injury. Should an employee's scheduled shift exceed eight (8) hours and the employee is unable to report to work due to illness the employee shall be paid sick leave (if earned and available) for all hours for which the employee was scheduled to work.
- 13.01.4 A Regular Full-Time Employee who terminates, or changes status from Regular Full-Time to Regular Part-Time or Casual shall not receive in money any sick leave benefits that he/she has earned and not yet taken upon termination or change in status.

### 13.02 Certificate Requirement for the Purposes of Sick Pay Entitlement

- 13.02.1 The Employer may request a doctor's certificate when there is a demonstrated pattern of absence, potential misuse of sick leave, or when an Employee's fitness to return to work is in question.
- 13.02.2 Failure of an Employee to provide the requested certificate will result in the absent hours not being paid to that Employee.

### 13.03 Leave to Attend Medical or Dental Appointment

Absences to attend a physician or dentist or other therapeutic referral appointments made by a physician or dentist do not require a Sick Leave form to be completed but notice of four (4) working days must be provided to the Employee's supervisor before the date on which such absences will occur, where reasonably possible. The appointment time shall be unpaid. Employees will endeavor to schedule such appointments outside of their scheduled work hours and will provide the Employer with as much notice as possible.

### 13.04 Workers Compensation

- (a) An Employee prevented from performing his regular work with the Employer as a result of an occupational incident that occurred while working for the Employer, and that is recognized by Workplace Health, Safety and Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive compensation in accordance with the applicable legislation.

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- (b) It is understood and agreed by the parties to this Collective Agreement that an Employee retains and continues to accumulate annual vacation credits for a maximum of one year and shall have the right to carry forward the one (1) year's vacation entitlement from one year to the next while off work and in receipt of benefits from the Workplace Health, Safety and Compensation Commission other than extended earnings loss.

### **13.05 Benefit Entitlement**

- 13.05.1** When an Employee is on a Worker's Compensation claim seniority will continue to accrue.
- 13.05.2** Should an Employee opt to maintain coverage in the Benefit Plan while in receipt of WHSCC benefits he/she shall be permitted to do so subject to the Employee paying the applicable portion of the benefit premiums.

### **13.06 Reporting Back Fit for Work**

Employees reporting back to work after illness or injury of more than ten (10) days must report to the Employer by 12:00 noon of the day preceding their re-commencement of work. For shifts that begin on Monday, Employees must report by 12:00 noon on the preceding Friday.

## **ARTICLE 14.00 REST PERIODS**

### **14.01 Time Off Between Shifts**

All Employees shall be entitled to eight (8) hours free from work between shifts.

### **14.02 Lunch and Breaks**

#### **14.02.1 Lunch**

In any shift of five (5) hours or longer every Employee is entitled to one (1) unpaid lunch break of one half (1/2) to one (1) hour as defined in the position posting or shift bid.

#### **14.02.2 Breaks**

- In any shift greater than three (3) hours and less than six (6) hours, one fifteen (15) minute paid break
- In any shift greater than six (6) hours, one fifteen (15) minute paid break in each half of that shift.

- 14.02.3** Thirty (30) or sixty (60) minute lunch breaks will be given no earlier than three and a half (3.5) hours after the shift begins and no later than four and a half (4.5) hours after the shift begins unless otherwise mutually agreed between the

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Employer and employee.

- 14.02.4 In situations where an Employee is unable to take some, or all of their break due to scheduling changes, the Employer will compensate the Employee at their regular rate of pay for the duration of any break period missed. If this results in an Employee being paid in excess of eighty-five hours in the pay period the excess hours shall be considered overtime as per Clause 6.06  
Overtime

## ARTICLE 15.00 DRIVER'S SHIFTS

### 15.01 Shift Postings

- 1501.1 All Employees' shifts shall be posted on the Depot's posting board on March 1<sup>st</sup> and September 1<sup>st</sup> of each year, and at other times as required due to service needs or changes through the posting process.

Driver shifts shall be posted and Regular Full-Time Employees shall make their shift selections prior to Regular Part-Time Employees selection of shifts, regardless of seniority. The signup sheet will be posted for a minimum of five (5) working days before the first signature goes on to allow senior Employees adequate time for the consideration of new shifts. The picking process will start the first Monday following the posting period each March and September. The posting will identify the start and ending times, the amount of time allocated for break and lunch times, and the scheduled days off.

Sign up times will be designated by the Employer at the Depot, and this schedule shall be posted. Should an Employee miss their scheduled time to report, neglect to submit a selection sheet to the Employer or name a delegate to pick for them, the Union will make a selection for him or her at the Employee's designated selection time. In the event that there is no Union representative available to make the shift selection in the designated time, the Employee's ability to exercise his or her seniority for this pick will be forfeited.

In the event the number of shifts exceeds the number of Regular Employees that have signed up for shifts, the shifts will be offered to Casual Employees in the order of the Casual Seniority List. Forty-eight (48) hours notice will be provided to Casual Employees that shifts are available.

- 1501.2 The changes in shifts will be effective on the first day of the new pay period immediately following completion of the shift posting sign up, and no later than six (6) weeks from the initial posting date.

### 15.02 Split Shifts

There shall be no split shifts

## **ARTICLE 16.00 VACANCIES, PROMOTIONS AND LAYOFFS**

### **16.01 Job Postings**

Job Postings shall be posted in the Depot and remain posted for one week. Job postings and shift changes shall be mailed to the Union office at the address provided to the Employer at the same time they are posted to Employees.

All job postings shall contain:

- a) Job title;
- b) Start and stop times and days off;
- c) Required, bona fide qualifications; and
- d) The start date of the position.

### **16.02 Temporary Vacancies**

A temporary vacancy is defined as a regular bid position that has been vacated due, but not limited to:

- a) Vacation;
- b) Call-off (for example, Employee calls in sick),
- c) Occupational and Non-Occupational injury leave;
- d) Approved leaves of absence.

#### **16.02.1 Assignment of temporary Driver vacancies**

- a) Temporary Driver vacancies of twenty-one (21) days or less will be offered to Part-Time Drivers in order of seniority and then to Casual Drivers in order of seniority
- b) Temporary Driver vacancies greater than twenty-one (21) days and less than forty-two (42) days will be posted and offered to all Part-Time Drivers in order of seniority and then to Casual Drivers in order of seniority
- c) Temporary Driver vacancies that are known to exceed forty-two (42) days will be offered to Regular Full Time Drivers (that have less seniority than the Driver that created the temporary vacancy). Subsequent vacancies created as a result of a Regular Full Time Driver assuming a Temporary vacancy, regardless of duration, shall then only be offered to Part-Time Drivers in order of seniority and then to Casual Drivers in order of seniority

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- d) Where not enough Drivers from the Depot accept temporary vacancies, the Employer may assign Casual Drivers in order of reverse seniority to fill the shortfall.

**16022 Assignment of temporary non-Driver vacancies**

- a) Temporary non-Driver vacancies will be first offered to qualified Part-Time non-Driver employees in order of seniority and then to Casual Non-Drivers.
- b) Where not enough non-Driver employees from the Depot accept temporary vacancies, the Employer may assign non-Driver Casual employees in order of reverse seniority to fill the shortfall.

**16.03 Permanent Vacancies**

A permanent vacancy is defined as a regular position that has been vacated due, but not limited to:

- a) Termination of Employment (resignation, death, just cause)
- b) Occupational and Non-Occupational injury leaves greater than twenty four (24) consecutive months. In the event the Employee is subsequently able to return to work the Employee shall be eligible to be added to the casual list and/or participate in the next shift posting process
- c) Promotion

**16031 Assignment of permanent vacancies**

Permanent vacancies will be posted by the Employer for a period of one (1) week and shall be awarded to the most senior qualified Regular Full-Time Employee that applies and then to the most senior qualified Regular Part-Time employee that applies. In the event that Regular Full-Time and Regular Part-Time employees do not apply for a vacancy, the position shall be awarded to the most senior qualified Casual Employee who has bid on the vacancy. The successful applicant shall commence duties of the position within one (1) week of the closing of the vacancy.

**16.03.1.1** In the event that a permanent Driver vacancy outside the shift bid is filled by a Regular Driver, subsequent vacancies created as a result of a Regular Driver taking a permanent vacancy shall be offered as follows:

- 1 All Regular Full-Time Drivers in order of Seniority, having less Seniority than the Driver that filled the initial vacancy, then
- 2 All Regular Part-Time Drivers in order of Seniority, then
3. All Casual Drivers in order of Seniority.

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#### 16.04 New Positions

A new position is defined as a regular bid position that has been created as a result of, but not limited to:

- a) Changes in service demand.
- b) Changes in the service hours of operation.

##### 16041 Assignment of new positions

Assignment of new positions shall be in accordance with Article 16.03.1 and 16.03.1.1

#### 16.05 Layoff and Recall

16051 When it is necessary to reduce staff, layoffs and recalls shall be made by classification on the basis of last on - first off, and last off - first on, based on the Regular Seniority List.

16052 A Regular Employee laid off shall have the option to perform available unassigned work as a Casual Employee based on seniority and qualifications.

16053 A person shall not be considered new in restarting provided that the Employer shall not be required to re-engage Employees who have been laid off for a period longer than twenty-four (24) months.

16054 Employees laid off under this Clause shall leave an address with the Employer and not less than two (2) weeks' notice of resumption of work shall be given by the Employer to laid off Employees by sending recall notices by registered mail to addresses given. If mutually agreed, the Employee may return earlier. The onus shall rest with the Employee to notify the Employer and the Union in writing, with respect to any changes in that Employee's address.

16055 If any person so recalled does not notify the Employer at least forty eight (48) hours before the start date of his intention to resume employment, it shall be deemed at that time that the position is vacant and the next Employee in order of seniority shall be recalled. Failure to report to work from layoff within

fourteen (14) calendar days of receiving notification shall be considered a voluntary resignation by the Employee, where such notice was reasonably possible.

Any cases of apparent unfairness in the application of this paragraph will be given every consideration if brought to the Employer's attention. In the event that an Employee did not have access to the recall notice due to an unforeseen circumstance, the parties agree that the Employee shall not be considered to have voluntarily resigned and discussions will take place to determine if the recall can be made available to such an Employee.

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**16.06 Office Staff Scheduling (Dispatchers and Schedulers)**

In the event the Employer determines that a significant change(s) is required to an employee(s) schedule it shall be done in a manner that recognizes seniority by senior employees having greater preference in the development of any revised work schedule(s). Development of any revised schedules shall be done in consultation between the Employer, Union and affected employees.

**ARTICLE 17.00 CASUAL WORK PROCEDURES**

**17.01 Casual Work**

The assignment of Casual work shall be made on the basis of seniority and qualifications within a classification to Casual staff subject to the availability of the Employee to perform the work; and subject to the work being available in the Employee's respective job classification.

Casual Employees will be called after part-timers and before regular full-time employees. Once a part-time or casual employee reaches eighty-five (85) hours they will go to the bottom of the call-in list behind full time employees. The Employer shall provide a bi-weekly report upon request of hours worked for Part-Time and Casual Employees.

A Casual Employee list, in order of seniority shall be maintained.

If a part-time employee has accepted a call in shift, and a call in shift with more hours becomes available afterward and prior to 7 pm on the preceding day, the call in shift with more hours will be offered to the part-time employee currently scheduled to work. The employer will attempt to contact the employee. If the employee does not reply within a reasonable time (minimum of five minutes), the offer for call in work will move to the next employee per the CBA.

**17.02 Casual Availability**

Casual Employees must provide the Employer with their up to date contact information (including phone numbers and email address). Employees will indicate their preferred method of contact.

Casual Employees must provide the Employer with a minimum availability of ten (10) days per month. Employees will notify the Employer of their daily availability for a month's period no later than seven (7) calendar days prior to the end of the preceding month.

In the event that an Employee fails to meet the minimum availability without good reason, he/she may be deemed to have abandoned his/her employment which will result in the termination of his/her employment. Should the Employee give notification after a deadline, he shall be placed at the bottom of the applicable list until such time that he can

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be placed into his/her proper seniority

The Employer shall offer casual work to qualified Casual Employees by seniority and qualifications. The Employer shall do so by contacting Casual Employees by telephone, email, and/or texting. In the event that the Casual Employee rejects the offered shift, or does not respond within the time required by the Employer, the Employer will move down the list to the next senior qualified Casual Employee, and so on.

If insufficient Casual Employees agree to work the required shift(s), then the Employer may assign qualified Casual Employees to work the required shift(s) by reverse seniority, and any Casual Employee who refuses to work such assigned shift(s) without good reason will be considered to have abandoned his/her employment resulting in the termination of his/her employment. It is the Casual Employee's responsibility to demonstrate to the Employer that he/she has a good reason for refusing the assigned shift(s), and the failure to demonstrate this will result in the Casual Employee being considered to have abandoned his/her employment, resulting in the termination of his/her employment.

Any Casual Employee who rejects and/or fails to respond to three (3) offers of shifts in a single month may be considered to have abandoned his/her employment resulting in the termination of his/her employment, unless the Employee demonstrates to the Employer that he/she had a Good Reason for rejecting and/or failing to respond to the each of the offered shifts.

#### **17.03 Casual Call In Record**

A casual call in record shall be maintained of all Employees' notification of availability, Employees notified of work requirement by the Employer, reason given for refusal of work (if applicable), inability by the Employer to contact Employees and casual work assignments. The casual call in record shall be available for examination by the Union upon request.

#### **17.04 Daily Assignments**

The Employer will endeavor to contact Employees by 8:00 pm to offer anticipated work available for the following day

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## ARTICLE 18.00 TECHNOLOGY AND SERVICE

### 18.01 Technological Change

- 18.01.1 The Parties agree to cooperate so that the Employer can take full advantage of technology for the betterment of working conditions and service provision.

Technology Rights: The Employer may employ existing and new technology, including - but not limited to, surveillance cameras, video systems, GPS, mobile data terminals/computers in order to protect critical areas of the Employer's premises and property from theft and/or damage, and to help ensure the safety of the driver, passengers, and the public and compliance with all Federal, Provincial and local driving rules and regulations by both the driver and the motoring, cycling or pedestrian public

The Employer shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

- 18.01.2 Unless otherwise agreed, the Employer shall notify the Union two (2) months in advance of the date that the Employer intends to introduce any new technology that will affect a significant number of Employees either by loss of work, or change in job function or change in working procedures. After receipt of such notice, the Employer and the Union will meet to discuss the implementation and impact on Employees who may be affected by the implementation of any technological change. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Article

### 18.02 Contracting Out

The Employer reserves the right to subcontract. The Employer agrees to meet and confer with the Union prior to the implementation of any subcontracting plan. Under no circumstances will subcontracting result in the layoff of any Employee covered under this Agreement nor will it result in a Regular Driver's weekly hours being reduced by more than five (5) hours per week. The Employer will make every reasonable effort to maintain forty (40) hours per week for Full-Time Drivers

## **ARTICLE 19.00 DISMISSAL, SUSPENSION AND DISCIPLINARY ACTION**

### **19.00 Dismissal**

No Employee shall be terminated without just cause.

### **19.01 Disciplinary Meetings**

All disciplinary processes will be performed by the General Manager, Operations Supervisor, Regional Vice President, or their management designee. The Employer recognizes the Employee's right to Union representation during a disciplinary meeting. The Union will be notified so that appropriate representation will be arranged. The Union will be advised in advance of the disciplinary nature of the meeting so that sufficient preparation time can be arranged. The Employee and Union representative will be paid for the time attending a disciplinary meeting at the applicable rate.

The Employer will forward within one (1) month the name and address of Employees who voluntarily terminate their employment. The Employer's failure to abide by the above timelines will not jeopardize the Union's rights to represent the Employee through the grievance and/or arbitration procedures.

### **19.02 Employee Records**

**19.02.1** No disciplinary notation will be entered into an Employee's record without the concerned Employee being so advised. An Employee and/or a Union representative with written permission from the Employer shall have the right to view the Employee's entire record upon giving reasonable notice to the Employer. An Employee shall be entitled to request a copy of any documents contained in his/her file.

**19.02.2** Disciplinary documents given to Employees will bear a note stating: *"The parties agree that signatures indicate receipt of a document, but not necessarily agreement."*

**19.02.3** Any disciplinary documents on the employee's personnel file shall be removed after thirty-six (36) months from the date of issue, except in cases where such documents are part of a safety related incident in the record. In the latter case, such documents shall be removed after forty-eight (48) months.

### **19.03 Progressive Discipline**

Except in cases where serious action is justified, including but not limited to termination, the Employer agrees to utilize Progressive Discipline. Progressive Discipline is a series of increasing steps taken by an Employer that are designed to deter an Employee from

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continuing to demonstrate unacceptable conduct or actions. It should be emphasized that the primary objective of progressive discipline is to correct the problem rather than punish the offender.

#### **19.04 Passenger Complaints**

All passenger complaints leading to the suspension or dismissal of an Employee must be in writing and given to the Employee and Union within five (5) days of the Employer being advised of the alleged wrongdoing. The Employer will make every reasonable effort to finish their investigations within five (5) days from the time that the Employer becomes aware of the need to take such action.

### **ARTICLE 20.00 MISCELLANEOUS PROVISIONS**

#### **20.01 Renewal of License**

When it becomes necessary for an Employee to undertake tests for renewal of licenses or tickets, the Employer shall, upon request by the Employee and permission of the Employer, provide appropriate and available equipment for this purpose.

#### **20.02 Uniforms**

The Employer will supply to each Employee, without cost to the Employee the following uniform pieces

##### **Full-Time Drivers.**

- One (1) Winter Jacket - Bi-annually
- Three (3) Shirts (combination of short and long sleeve, or Polo/Golf shirt)  
Replaced as needed to a maximum of three (3) annually
- Two (2) Pairs of Pants - Replaced as needed to a maximum of two (2) pairs annually

##### **Part-Time & Casual Drivers:**

- One (1) Winter Jacket - Bi-annually.
- Two (2) Shirts (combination of short and long sleeve, or Polo/Golf shirt)  
Replaced as needed to a maximum of two (2) annually.
- One (1) Pair of Pants - Replaced as needed to a maximum of one (1) pair annually

##### **Utility Worker**

- One (1) Winter Jacket Bi-annually
- Three (3) Shirts (combination of short and long sleeve, or Polo/Golf shirt) -  
Replaced as needed to a maximum of three (3) annually.
- Protective equipment will be supplied by the Employer to the Utility Worker as required under the NL Occupational Health and Safety Act.

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**Full-Time Dispatchers:**

- Three (3) Shirts (combination of short and long sleeve, or Polo/Golf shirt) - Replaced as needed to a maximum of three (3) annually.

**Part-Time & Casual Dispatchers:**

- Two (2) Shirts (combination of short and long sleeve, or Polo/Golf shirt) – Replaced as needed to a maximum of two (2) annually.

**20.02.1** Every Employee for whom the Employer supplies a uniform must wear their uniform during working hours. It is agreed that all Employees will clean and maintain their own uniforms in a neat and presentable fashion.

**20.02.2** Each Employee will immediately return all uniform pieces to the Employer upon termination of employment before receiving a final pay cheque.

**20.03 Employee Indemnity**

- a) Civil actions except where there has been proven gross negligence on the part of an Employee, the Employer will:
  - 1) exempt and save harmless Employees from any liability action arising from the proper performance of their duties for the Employer; and
  - 2) assume all costs, legal fees, and other expenses arising from any such action.
- b) Criminal Actions-Where an Employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the Employee shall be reimbursed for reasonable legal fees.
- c) The Employer will have the sole and exclusive right to settle any claim, action or judgment or bring or defend any litigation in respect of them

**20.04 Mandatory Training**

Employees will be required to attend mandatory safety meetings. In such cases the Employee's time will be paid at the applicable rate

It is at the discretion of the Employer whether Employees will be required to take courses pertinent to their employment. If the course does not fall within the Employee's normal working hours, attendance will be mandatory, provided that it is a regular day of work for the Employee. The Employer shall provide a minimum of one (1) weeks' notice of such training. If an Employee is unable to attend a training session from the initial notice, they will be provided with a minimum of one (1) weeks' notice to attend the missed training session.

If the course does not fall on a regular day of work for the Employee, the Employee shall be paid a minimum of three (3) hours at the Employee's hourly rate.

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**20.05 Driver's Abstract**

Employees will sign a waiver authorizing the Employer to request driver's abstracts from the Motor Registration Division annually or as otherwise needed. The Employer will pay the fee for obtaining its Employees' abstracts.

**20.06 Shift Trades**

Employees may be allowed to trade shifts on a daily basis within their classification in a manner not adversely affecting other Employees after approval by Management of the intended trade. Requests and Approvals must be in writing on a form provided by the Employer. Approval will not be unreasonably withheld. Such traded shifts must be within the same pay period and result in no increased costs to the Employer.

**20.07 Copies of the Collective Agreement**

Within ninety (90) days of ratification, the Employer will post an electronic (PDF) copy of the signed Collective Agreement on its website. In addition, the Employer and the Union shall share the cost of printed copies.

**20.08 Special Events**

In case of special local, regional, national or international events, the Employer will meet with the Union as soon as practical to discuss special demands and service needs.

**20.09 Vulnerable Sector Search & Certificate of Conduct**

The Union acknowledges that it is a contractual requirement between the Employer and the City of St. John's, that as a condition of employment, all Drivers must be in possession of a valid Vulnerable Sector Search & Certificate of Conduct from the Royal Newfoundland Constabulary.

Any costs associated with providing such checks shall be paid by the Employee when initially hired. Should the Employer require future checks it will be at the Employer's cost.

**20.10 First Aid & CPR Certificate**

The Union acknowledges that it is a contractual requirement between the Employer and the City of St. John's, that as a condition of employment, all Drivers must possess valid CPR and First Aid Certificates.

The Employer will organize and pay for CPR and First Aid training for those Drivers who do not have such certificates, or whose certificates require renewal. Drivers attending CPR and First Aid training shall be paid their regular hourly rate of pay.

The Employer will endeavor to provide thirty (30) days notice to Drivers scheduled for CPR and First Aid Training. In the event a Driver is unable to attend such training on a

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specified date the Employer will offer the training on an alternate date to that Driver.

Should the Employer require a non-Driver to attend CPR and First Aid training, the Employer shall pay all costs associated with the training including their regular hourly rate of pay for the training.

In the event a Driver, who is scheduled to attend CPR and First Aid training, fails to obtain certification or recertification, the Driver shall be placed on an unpaid leave of absence and given up to sixty (60) days to obtain certification or recertification. Such costs shall be paid for by the Employee. Subsequent failure to obtain First Aid & CPR certification or recertification shall result in the termination of the Driver's employment.

## **ARTICLE 21.00 HEALTH & SAFETY**

Both Parties recognize the importance of safe working practices as applied both to the clients of the service and to the Employees. In order to foster safety, the Parties agree to the following:

### **21.01 Unsafe Vehicle**

An Employee shall not be required to drive a vehicle that is unsafe. Employees must follow the procedures laid down by the Employer for reporting vehicles in need of maintenance.

### **21.02 Occupational Health & Safety**

The Union and the Employer shall co-operate in complying with the *Occupational Health and Safety Act of Newfoundland and Labrador*.

### **21.03 Safety Meetings**

The Employer agrees to hold quarterly Union-Employer Safety Committee meetings during scheduled work hours with two (2) designated representatives of the Union and no more than two (2) Employer Representatives to monitor the health, safety and welfare of the Employees employed at the workplace. Representatives of the Union shall suffer no loss of pay for attending such meetings.

**SCHEDULE "A" -WAGES**

	<b>31-Jan-20</b>	<b>1-Jan-21</b>	<b>1-Jan-22</b>
Scheduler	\$21.45	\$21.70	\$22.20
Scheduler Step 3 (95%)	\$20.38	20.62	21.09
Scheduler Step 2 (90%)	\$19.30	19.53	19.98
Scheduler Step 1 (85%)	\$18.23	18.45	18.87
Dispatcher	\$20.45	\$20.70	\$21.20
Dispatcher Step 3 (95%)	\$19.43	19.67	20.14
Dispatcher Step 2 (90%)	\$18.41	18.63	19.08
Dispatcher Step 1 (85%)	\$17.38	17.60	18.02
Drivers	\$20.45	\$20.70	\$21.20
Drivers Step 3 (95%)	\$19.43	19.67	20.14
Drivers Step 2 (90%)	\$18.41	18.63	19.08
Drivers Step 1 (85%)	\$17.38	17.60	18.02
Utility Worker	\$18.20	\$18.80	\$19.30
Utility Worker Step 3 (95%)	\$17.29	\$17.86	\$18.34
Utility Worker Step 2 (90%)	\$16.38	\$16.92	\$17.37
Utility Worker Step 1 (85%)	\$15.47	\$15.98	\$16.41

**Step Definitions**

Regular Rate = Employees with over 3120 hours worked are paid at the full hourly rate

Step 3 = Employees with between 2080 and 3119 hours worked are paid at 95% of the hourly rate

Step 2 = Employees with between 1040 and 2079 hours worked are paid at 90% of the hourly rate

Step 1 = Employees with less than 1040 hours worked are paid at 85% of the hourly rate

The hours specified shall be exclusive of any hours during the training period and period of leave (paid or unpaid).

*R. D. J.*  
10-2-2020

**Driver Trainer Rates**

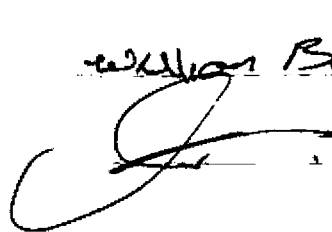
A premium of \$1.50 per hour shall be paid to any Driver Trainer for any hours worked engaged in the training of another Driver, at the request of the Employer.

IN WITNESS WHEREOF the Parties here to have in the case of the Union set their hand and seal, and in the case of the Employer the corporate seal has hereunto been affixed by the duly authorized officers acting on behalf of the Employer as of the day and year first above written.

Signed, sealed and delivered  
on behalf of  
MVT CANADIAN BUS, INC

*Robert D. Jones* 13-2020

Signed, sealed and delivered  
on behalf of  
CUPE LOCAL 5120

*Phil Collins* Oct 20/20  
*William Boland*  


Dated this 20 day of Oct 2020