

Collective Agreement

Between

**United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Services Workers Union, Local 1976**

And

**Canadian Corps of Commissionaires
(Newfoundland)**

June 15, 2022 to June 14, 2025

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ARTICLE 1 - PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between Canadian Corps of Commissionaires (Newfoundland), United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union Local 1976, and the employees covered by this Collective Agreement, and to set forth certain terms and conditions upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to Steelworkers, Local 1976, Canadian Corps of Commissionaires (Newfoundland) and the employees at the Marine Atlantic Ferry Terminal in Port aux Basques covered by the certification order issued by the Canada Industrial Relations Board on March 2, 2011.

ARTICLE 2 - DEFINITIONS

- 2.01 "Employee" refers to only those employees of the Employer who are covered by this agreement (see bargaining unit described in Article 3.01) and this term includes both male and female employees and singular and plural numbers of employees as the context may require.
- 2.02 "Full time employee" means an employee who on an ongoing full time basis is given regular shift assignments at the Site.
- 2.03 "Casual employee" means an employee who is not a full time employee but who receives work in relieving full-time regular employees during their absences or satisfies an additional staffing need.
- 2.04 "Employer" means the Canadian Corps of Commissionaires (Newfoundland)
- 2.05 "Union" means United Steelworkers Local 1976.
- 2.06 "Site" means the premises at Marine Atlantic Ferry Terminal in Port aux Basques serviced by the contract with the Marine Atlantic (Ferry Terminal in Port aux Basques) and the Employer.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the union as the sole and exclusive bargaining agent for those employees of the Employer comprising all employees working as Security Guards at Marine Atlantic Ferry Terminal in Port aux Basques excluding the Site Manager, Assistant Site Manager and any persons above the rank of Assistant Site Manager as outlined in the Certification Order issued by the Canada Industrial Relations Board on March 2, 2011.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The union acknowledges that all rights and prerogatives of management which the Employer had prior to the execution of the agreement are retained exclusively by the Employer, without limitation, except as specifically modified by the express terms of this agreement.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES

- 5.01 A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement. Grievances involving the interpretation of provisions of this agreement may not be filed without the prior written approval of the union.
- 5.02 Should an employee have a complaint which may become a grievance, the employee must first discuss the complaint with the Site Manager. The purpose of this discussion is to explore the possibility of reaching a resolution of the matter. The answer to the complaint will be given no later than 48 hours (excluding weekends and holidays) after the discussion.
- 5.03 During the processing of a complaint or grievance under the procedures referred to in clause 5.02 or 5.04, an employee may be represented or assisted by his shop steward or alternate, or by a non-employee union representative.
- 5.04 The time limits set out in the formal grievance procedure are mandatory and not directory. In calculating such time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits in Steps 1, 2 and 3 are not complied with, then the grievance will be considered as having been abandoned unless the parties have mutually agreed, in writing, to extend the time limits of a particular grievance. During the processing through any of the following steps, subject to the required meeting in Steps 1 and 2 below, the parties may, after mutual agreement in writing, meet to discuss the case. Such meetings will not affect the requirement for compliance with the time limits for processing the grievance.

Step 1:

A grievance must be presented, in writing within five (5) days of the employee becoming aware of the circumstances giving rise to the grievance, to the Director of Operations or his designate. If requested, the Director or his designate will provide the employee or to his shop steward a written receipt acknowledging the date upon which the grievance was received by him. Within ten (10) days of receipt of the grievance, the Director of Operations, or his designate will meet with the grievor and his shop steward to discuss the grievance and the Director will give a written reply to the grievor and the shop steward within ten (10) days of the receipt of the grievance.

Step 2:

If the Director of Operations' reply is not satisfactory to the employee or failing a reply at Step 1, the employee or the shop steward has ten (10) days from the expiry of the time limit for the Director's reply to submit the grievance at Step 2. This shall be done by

submitting the grievance, in writing, to the CEO.

The CEO or his designate, together with another Employer representative, will meet with the griever and his shop steward (or in the case of a policy grievance pursuant to Clause 5.11, the full-time union representative) to discuss the grievance and will give a written reply to the griever with a copy to the shop steward or union (for policy grievance) within fifteen (15) days of the receipt of the grievance by him.

Step 3:

The union has fifteen (15) days from the expiry of the time limit for the reply in step 2 in which to submit the grievance, in writing, to arbitration as provided for below.

- 5.05 Within seven (7) days after the notice is received by the Employer referred to in Step 3 above, the union and the Employer will agree on an Arbitrator to hear the grievance. If the parties cannot agree the chair of the Canada Labour Board shall be asked to appoint an arbitrator.
- 5.06 Within fifteen (15) days of his appointment the arbitrator shall set a date for a hearing regarding the grievance.
- 5.07 (a) The arbitrator must deal only with the grievance for which he is appointed.
- (b) In cases of discipline or discharge, the arbitrator shall have authority to substitute a lesser penalty if in his opinion this is justified in the circumstances of the case and, if warranted, compensate the employee for lost income and benefits. The arbitrator shall render his award within a reasonable period as agreed to by the parties.
- (c) The decision of the arbitrator shall be final and binding; however, the arbitrator shall have no authority to alter, modify, add to, or amend in any respect any provision of the agreement, nor should any decision be incompatible with the provisions of this agreement.
- (d) The fees and expenses of the arbitrator will be paid by the party referring the grievance to arbitration.
- 5.08 The time limits set out in this article may be extended by mutual written agreement of the Employer and the union. If the time limits specified or extended by agreement are not met, the grievance or arbitration submission will be deemed to be abandoned.
- 5.09 The Employer and the union may file policy grievances which shall be initiated at Step 2 of the grievance procedure but the union policy grievance shall not be a substitute for an employee grievance.

ARTICLE 6 - UNION REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the union to appoint or otherwise select up to two (2) employees as shop stewards at the Site.

- 6.02 The Union shall notify the Employer, in writing, of the names of the shop stewards and their area of responsibility.
- 6.03 It is acknowledged that the shop stewards continue to have their normal job duties to perform, but they may seek permission from the Site Manager, or his delegate, to have time off with no loss in pay during normal hours to deal with an employee complaint relating to issues arising from the terms of this agreement or the processing of grievances. Before leaving work for those purposes, the shop steward will obtain prior permission to do so; such permission will not be unreasonably withheld. The shop steward shall report back to the person who gave such permission before resuming normal work activities.
- 6.04 Unless it is not practicable to do so when the Employer requests the presence of a shop steward at a meeting, the Site Manager will be informed of such request.

ARTICLE 7 – Workplace Relations Committee

- 7.01 The parties agree to establish a committee consisting of two (2) representatives of the Employer and two (2) representatives of the union, for the purpose of discussing general issues relating to the workplace. Each party will, in writing, forthwith inform the other of the names of its members on the committee.
- 7.02 The committee shall not have jurisdiction over matters of collective bargaining, nor grievances, nor have the power to bind either party or the employees to any conclusions reached in their discussions.
- 7.03 The committee shall meet on a regular schedule and at such times that its members agree upon, but not less than every fourth calendar month unless both parties agree that such meeting is not required. Their meetings are intended to discuss issues agreed by them as appropriate to maintain a positive and effective working relationship in the workplace. The parties agree that respectful communications is an essential element in achieving that relationship. The discussions are meant to be meaningful and constructive.
- 7.04 The committee shall, at the first meeting, develop guidelines, as mutually agreed, including such as but not limited to, the conduct of the meetings, agenda, undertaking actions agreed upon, minutes, co-chair and scheduling.
- 7.05 Employees attending these committee meetings will not suffer any loss in pay.

ARTICLE 8 - LEAVES

- 8.01 Maternity leave shall be as per the Provincial Labour Standards.
- 8.02 Parental/adoption leave shall be as per the Provincial Labour Standards.
- 8.03(a) In the event of the death of a employee's spouse, common law partner or child, the employee will be entitled to four (4) days with pay including the day of the funeral, provided the employee would have been scheduled to work.

- (b) In the event of the death of an employee's parents, step parents, parents in-law, sister, brother, brother and sister in-law, legal guardian, son-in-law, daughter-in-law, grandparents, grandchildren, the employee will be entitled to three (3) days with pay including the day of the funeral, provided the employee would have been scheduled to work.
 - (c) In special circumstances and at the request of the employee, bereavement leave with pay may be extended beyond the day following the day of the funeral but the total number of days granted shall be consecutive and shall not exceed the days from work as outlined in (a) and (b) above.
 - (d) At the request of an employee, the Employer will grant up to three (3) days leave without pay for the purposes of bereavement leave travel.
 - (e) If the death of a relative referred to in (a) and (b) occurs 200 km or more one way from the employee's residence, an additional day with pay will be granted to run consecutively after the previously mentioned days of bereavement leave.
- 8.04 The Employer, in its sole discretion, may grant an employee paid or unpaid leave of absence when requested in writing by the employee.
- 8.05 Employees who are members of the Canadian Armed Forces primary reserve may be granted an unpaid leave of absence to engage in an operational mission or military duty or military training, requested in writing, to a maximum of twelve (12) months' leave without pay. An extension may be requested in writing and will not be unreasonably denied. Upon conclusion of the leave, the Employer will return the employee to his former position within the bargaining unit if available, and if not, to a reasonably comparable position.
- 8.06 The Employer shall grant leave with pay to an employee who is required to attend, and actually attends and testifies (if required), as a subpoenaed witness before a legal body having authority to issue subpoenas or summons, in a case related to his duties as an employee. The Employee concerned will endorse in favour of the Employer any payment, excluding expenses (e.g. parking, meal, mileage), he receives for such attendance.
- 8.07 The Employer shall make reasonable efforts to accommodate without pay an employee whose religion or culture requires attendance to fulfill obligations during what would normally be the employee's work time. For this purpose, employees may request annual vacation leave time or arrange a shift exchange with a fellow employee (provided this does not create any operational problem) in order to fulfill their religious or cultural obligations.
- 8.08 (a) While an employee is on an approved leave with pay, under this article, subject to the provisions of the relevant benefit plans, the employee is entitled to continue benefits' coverage he is enjoying on the day the leave commences on condition that he continues to pay his portion of the required premiums.

- (b) While on approved leave, without pay (not including vacation leave), subject to the provisions of the relevant benefit plans, the employee may continue to obtain coverage of the benefits he was enjoying at the commencement of the leave provided the employee pays both the required employee and employer contributions.
- 8.09 In relation to all of the above leaves, the employee requesting leave must provide as much notice as possible, in writing, of such request, to the Site Manager which notice will provide, as far as possible, details of the timing and reasons for the requested leave. A failure to give notice which in the Employer's opinion is reasonable in the circumstances may be a basis for denying such leaves.
- 8.10 After completing one (1) year's continuous employment with the Employer, an employee who gives the Employer at least thirty (30) days written notice, may, subject to operational requirements be granted up to thirty (30) hours spousal union leave without pay for the purpose of getting married or declaring spousal union.
- 8.11 The Employer agrees to provide unpaid compassionate leave for care of a seriously ill family member in accordance with the relevant provisions of the Provincial Labour Standards.
- 8.12 (a) Employees will be paid Floating Holidays based on the following hours worked in a previous calendar year:
- | | | |
|----|----------------------|---------------------------------------|
| 1. | 1001 - 1500 hours | 2 x 8 hour days (All Employees) |
| 2. | 1501 hours and above | 5 x 8 hour days (Permanent Employees) |
- NOTE:** Floating Holidays only apply after one year of service.
- (b) The floating holidays can be paid in any increments to suit the employee's needs.
- (c) The floating holidays must be taken as time off, unless (g) below applies.
- (d) The floating holidays cannot be accumulated from year to year.
- (e) The floating holidays must be taken not later than March 31st of each year.
- (f) The floating holidays may be utilized as sick leave.
- (g) The Site Manager has the right to consider site-manning requirements prior to authorizing floating holidays. Full-time employees will have priority over casual employees in taking their floating holidays. The Site Manager may authorize the option of applying for the holiday in lieu of taking the holiday if operational requirements dictate.
- (h) Entitlement for floating holidays begins on April 1st each year and ends on March 31st the following year.
- (i) In the event an employee terminates his employment for any reason, he will not be eligible to be paid out any outstanding Floating Holidays.
- (j) No employee may request or receive unpaid time off if they have available earned floating holidays.
- 8.13 The approval or rejection of the Employer for any of the leaves requested in this article will be made within 5 days of the written request being made.
- 8.14 The Employer will post position(s) under the return of the incumbent if the employee is on long term sick leave after the employee has been on leave for 30 days.

ARTICLE 9 - STRIKES AND LOCK OUTS

- 9.01 The union and the Employer recognize and agree that the highly sensitive nature of Marine Atlantic Ferry Terminal operations in Port aux Basques is such that it is essential that there be stable and reliable provision of the Employer's services at the Site. Accordingly, the union agrees that during the term of this agreement there will be no strike at the Site by the union and/or the employees, and the Employer agrees that during the term of this agreement there will be no lockout of the employees covered by this agreement. The terms "strike" and "lockout" shall be as defined by the Canada Labour Code.
- 9.02 In the event of a strike by another bargaining unit or of a lockout by any other employer, which affects Marine Atlantic Ferry Terminal property or operations in Port aux Basques, the employees covered by this Agreement will remain on the job performing their regular assigned duties. No employee in the bargaining unit shall be required to perform struck work.
- 9.03 If a legal strike of the bargaining unit occurs, the union shall provide up to 30% of the bargaining unit employees to prevent the Employer from losing the contract with the Marine Atlantic Ferry Terminal in Port aux Basques. The employees shall be determined prior to the start of the strike.

ARTICLE 10 - CHECK-OFF

- 10.01 The Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. All employees shall, as a condition of their continued employment, become and remain members in good standing of the union. Such membership shall begin upon the initial date of employment in the bargaining unit.
- 10.02 For the purposes of applying this article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 10.03 The union shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each employee. This deduction will apply only to those earnings of the employee earned while occupying a position in the bargaining unit or in an acting excluded position at the Site.
- 10.04 The amounts deducted in accordance with this article shall be remitted to the Headquarters of the United Steelworker union by cheque no later than the 15th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the Employee's behalf. A list of all employees checked-off shall be forwarded on the same date to the local representative.
- 10.05 The United Steelworkers union agrees to indemnify and save the Employer harmless

against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error. The Employer will correct such error in a reasonable manner with respect to employees still in its employ, after consultation with the local representative, by either deducting or adding the appropriate amount from or to subsequent check-offs.

ARTICLE 11 - INFORMATION AND EMPLOYEE ORIENTATION

- 11.01 The Employer shall provide to the union, in writing, no later than the end of the month of appointment: the name, classification, location of initial workplace assignments of each new employee.
- 11.02 The Employer agrees to supply each new employee with a photocopy of the collective agreement.
- 11.03 The employer will tell each new employee the name of his shop steward and will make a reasonable effort to have new employees introduced to their shop steward or his designate during the first week of work at the Site or as soon as reasonably practicable thereafter.
- 11.04 Once each calendar year, an employee may request the opportunity to examine his personnel file in the presence of an authorized representative of the Employer. In the event that an employee is disciplined at the level of suspension with or without pay, or greater, the employee may request the additional opportunity to examine his personnel file in the presence of an authorized representative of the Employer and, if requested by the employee, a representative of the union. The Employer shall maintain only one (1) personnel file for each employee.

ARTICLE 12 - NO DISCRIMINATION

- 12.01 The Employer and the union agree that there will be no discrimination nor disciplinary action exercised by either party towards any employee employed by the Employer on the grounds of race, colour, ancestry, place of origin, political belief, religion, marital or family status, physical or mental disability, sex, age, language, sexual orientation, a conviction for which a pardon has been granted, or any other grounds specified in the Human Rights Act, or membership or activity in the union. This right not to be discriminated against is subject to the duty to accommodate and other qualifications contained in the Act, e.g. bona fide occupational requirements.
- 12.02 An employee requesting accommodation must do so in writing by specifying in reasonable detail the accommodation required and measures which the employee, or the employee's physician, believes would achieve that accommodation. In cases of disabilities requiring accommodation, the employee shall provide the Employer with documentation from the employee's physician(s) specifying the condition requiring accommodation and measures which the physician(s) recommends to achieve the accommodation.
- 12.03 The affected employee, the Employer, the union and their medical advisors shall work together co-operatively and on a strictly confidential basis in attempting to achieve the

accommodation required for the employee, including, when necessary, seeking further clarification of the written recommendations from the employee's doctor.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- 13.01 The Employer agrees that normally discipline will be progressive in nature and, depending on the specific infraction (for example, some offences such as theft, being very serious, will likely result in discharge as the initial action), will normally commence with counseling and/or a verbal warning before resorting to a written reprimand, suspension or discharge. When an employee is acting in a supervisory capacity, either permanent or acting, it may be necessary for him to administer a counseling or verbal warning, but no such employee will make the substantive decision to impose a suspension or discharge, nor will he impose such discipline on the affected employee or impose any permanent removal or a temporary removal from the Site or a Section of the Site pending an investigation.
- 13.02 When an employee is required to attend a meeting, the purpose of which is to implement a disciplinary decision concerning him, the employee is entitled to have, at his request, a shop steward attend the meeting. Provided it does not result in an undue delay in disciplinary action being taken, the Employer will give reasonable prior notice of the purpose of such a meeting.
- 13.03 No employee will be disciplined without just cause. When an employee is suspended or discharged, the Employer will provide written reasons for such action at the time of suspension or discharge with a copy to the shop steward. At the employee's request, a copy of the report of any written reprimand, suspension, or discharge will be provided under confidential cover to the union.
- 13.04 An employee shall be made aware of all disciplinary reports that have been placed on the employee's file as soon as is reasonably practicable but in any event no later than thirty (30) days after such reports are placed in his file and at the employee's request shall receive a copy of any such disciplinary report.
- 13.05 Grievances relating to discipline shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to arbitration.
- 13.06 Employees shall be considered at work and paid at regular rates when attending any counseling meetings, investigation meetings or disciplinary meetings called by management.
- 13.07 Employees may be removed from the Site at the request of the client; the employee and the union shall be advised of that decision.

ARTICLE 14 - UNIFORMS

- 14.01 The Employer shall determine, and may amend from time to time, policy and practices that must be complied with concerning the wearing of uniforms and footwear including

those uniform items and footwear which will be issued or provided free of charge, the length of time of expected wear before a free replacement will be issued, and the purchase price should an employee wish to replace an item of clothing before the free replacement date. Commissionaires will also monitor the issue of white shirts given the nature of the iron compound in the water supply in the region. All prices are subject to change. Upon leaving employment, all items of uniform as determined by the Employer must be returned before final pay/vacation pay will be made. Notwithstanding the foregoing, the Employer agrees that during the life of this agreement, the uniform items to be issued or supplied free of charge will not be lesser than is presently provided. The initial issue upon enrolment consists of the following:

1. one cap
2. four shirts
3. one embroidered sweater
4. two pairs of trousers
5. one black belt
6. one 3-season embroidered jacket with zip-out lining
7. one reversible raincoat
8. one rain cap cover

Items will be replaced after 24 months free of charge, except shirts and pants which will be replaced yearly upon request. Protective clothing, such as wind pants, fire retardant clothes, hard hats, etc. will be provided where such items are required. Where protective footwear is required to be worn, a footwear allowance of \$120.00 every second year is available.

ARTICLE 15 - LAYOFF, RECALL AND SEVERANCE PAY

- 15.01 If the contract with Marine Atlantic Ferry Terminal in Port aux Basques, in whole or in part, is not renewed, or during its term is reduced in scope or is cancelled, the following will apply:
- (a) The Employer will determine if there is any vacancy at the Site in the bargaining unit and provided the employee has, in the Employer's view, appropriate skills, abilities, and qualifications, the senior displaced employee will be given the opportunity to fill any such vacancy. If otherwise suitable for the position, the Employer will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other. Such re-assignment will preempt any job posting process currently under way with respect to such vacancy;
 - (b) If there is no suitable vacancy at the Site in the bargaining unit for such senior displaced employee, such employee may use his seniority to bump the Employee most junior in seniority in a position in the bargaining unit provided, in the Employer's view, he has appropriate skills, abilities, and qualifications to perform and meets any other client requirements for such position. If otherwise suitable for the position, the Employer will arrange for a reasonable familiarization period, if necessary e.g. adjusting from one cash handling system at one site to the cash handling system at the other.

- (c) If options (a) and (b) do not result in the displaced employee(s) obtaining alternate employment, he will be placed on the casual list with priority for assignment to a future position in the bargaining unit for which the employee is suitable with reference to the factors described in paragraph (a) and (b) above. While they are on the casual list, they will cease to be members of the bargaining unit, except that they will retain their right to be recalled if the position from which they were laid-off is restored within six months of its elimination.
- (d) If the Employer is unable to provide, on average, reasonable consistent employment of at least 32 hours per week, at the employee's option, instead of being laid off, he may terminate his employment with the Employer due to "loss of contract" in which case he will be paid the severance specified in the contract.

15.02 Full time employees who retire or who lose recall rights because of loss of contract are entitled to a severance pay of \$150.00 for every year of service, provided the employee must have worked 12 years with the Employer. In the event of a serving employee's death, this severance payout will be forwarded to the next of kin or the appropriate legally designated person.

ARTICLE 16 – STAFFING PROCEDURE AND PERSONNEL TRANSFERS

- 16.01 When the Employer determines there is a permanent vacant position in the bargaining unit or creates a new bargaining unit position ("job opportunities"), it shall post notice thereof on the Employer's website.
- 16.02 Job opportunities will be open to all employees in the bargaining unit.
- 16.03 The posting shall be for a minimum of seven (7) calendar days and the posting shall indicate the closing date. However, when operational requirements dictate, a shorter posting period may be used.
- 16.04 The posting shall identify the required skills, abilities and qualifications (including any certificates, licenses or other requirements) for the job, and its pay rate. The posted requirements for the job opportunity shall, as far as possible, accurately reflect the requirements for the job.
- 16.05 All employees who apply online for a job opportunity shall be considered in the selection process and will be evaluated by the Employer according to the posted requirements. Where employees are relatively equal in the Employer's view in meeting the posted requirements, the employee with the greatest seniority will be offered the position.
- 16.06 Within four (4) days of the competition being finalized the successful employee will be notified.
- 16.07 All employees who apply and who meet the requirements of the job will be considered; however, when interviews and/or tests are used as part of the selection process, only the top ranked employees will be interviewed and/or tested.

- 16.08 Successful employees will be subject to a trial period of four hundred (400) hours worked. During the trial period, if the employee proves to be unsatisfactory in the new position, or upon request of the employee, he shall be returned either to his former position or an equivalent position without loss of seniority.
- 16.09 At their option, unsuccessful employees may request a meeting with the Employer to discuss their assessment in the job competition.
- 16.10 If an employee wishes to transfer for personal or compassionate reasons, the employee will submit his request in writing and the Employer will consider the request provided:
- (a) The transfer does not constitute a promotion; and
 - (b) The Employer will, when possible, transfer the employee to a suitable available vacancy at the Site should operational requirements allow and assuming that the employee as assessed by the Employer has the appropriate skills, abilities and qualifications (including any certificates, licenses or other client requirements) to perform the job.
- 16.11 If a Security Guard is to be moved to another site, he/she will be offered by seniority

ARTICLE 17 - SENIORITY

- 17.01 (a) For employees in the bargaining unit on the date of signing of this agreement, bargaining unit seniority means the length of the employee's continuous service as a Security Officer with Marine Atlantic in PAB. All benefits contained in this agreement will be based on that seniority.
- (b) The original seniority list will be attached to the contract as Schedule B and will be agreed upon between the parties
- 17.02(a) Notwithstanding 17.01, there shall be a probationary period for each new employee within the bargaining unit, of four hundred (400) hours worked. If the Employee successfully completes his probationary period, he shall then acquire seniority which shall be backdated to his most recent date of hire.
- (b) The parties agree that it is in the interest of the Employer that new employees be carefully considered as to their suitability for permanent employment. During the probationary period, the Employer shall make reasonable efforts on a regular basis to discuss and review the probationary employee's performance and provide fair and meaningful feedback and appropriate training as determined by the Employer {such determination will not be grieved pursuant to paragraph (d), below}.
- (c) Probationary employees will have the right to grieve any alleged violation of this Agreement, including any disciplinary action (including a disciplinary discharge) that may occur during their probationary period. However, a termination based on the Employer's conclusion that the employee has not successfully completed their probationary period will be governed by the provisions of paragraph (d) below.
- (d) The Employer in its sole and unfettered discretion may terminate a probationary

employee at any time during the probationary period. It is agreed that such termination shall not constitute a grievance and therefore no recourse to arbitration shall be permissible for such termination, except where it is alleged that the Employer failed to comply with paragraph (b) above. Should the arbitration board or arbitrator conclude that the employee's termination violated clause (b) above, the sole remedy that shall be awarded is the reinstatement of the employee with additional probationary period as may be determined by the board or arbitrator, up to, but not exceeding, an additional four hundred (400) hours worked.

- 17.03 When two (2) or more employees start work on the same day, the employee with the lower employee number shall be the most senior of those hired that day.
- 17.04 A seniority list in accordance with 17.01 consisting of the name and amount of seniority (bargaining unit) of each employee, shall be maintained by the Employer and revised every six months. The list will be filed in the Employer binder at the Site and a copy will be forwarded to the local union. In addition, a copy of the list will be either posted on bulletin boards or placed in a binder in each Section within the Site.
- 17.05 An employee who believes that he is improperly placed on a seniority list shall have thirty (30) calendar days from the date of the posting of the original list to protest, in writing, by filing a grievance in accordance with the grievance procedure in this agreement. A protest of any subsequent seniority list must be made by filing a grievance in accordance with the grievance procedure in this agreement.
- 17.06 An employee who resigns his position or is terminated by the Employer, and within ninety (90) days, is re-employed within the bargaining unit, shall regain his seniority accumulated to the date of resignation or termination.
- 17.07 An employee shall lose his seniority and cease to be an employee if:
- (a) he is discharged by the Employer and not reinstated through the grievance or arbitration procedures of this agreement;
 - (b) the employee quits or resigns. However, if the employee quits or resigns as a result of a demonstrated misunderstanding or argument, and the employee requests, in writing, within three (3) days following that resignation to rescind their resignation then the employee will be permitted to return to work;
 - (c) the employee has been laid off in excess of eighteen (18) months; and
 - (d) the employee fails to return to work after being recalled from layoff.
- 17.08 (a) Employees permanently appointed to a position at site outside the bargaining unit shall retain their accrued seniority, but cease to accumulate seniority, for a period not to exceed ninety (90) days worked from the date of the appointment.
- (b) Employees temporarily appointed to an acting assignment and accepts a position outside of the bargaining unit, shall retain and accumulate seniority for the appointment or assignment, providing the appointment does not exceed ninety (90) days. The employee shall retain his seniority accrued to the date of such

appointment or assignment for a period not to exceed one (1) year. Without otherwise limiting the duties or responsibilities the employee in such position may be required to perform, the Employer will not force such an employee to be the management representative who imposes discipline on bargaining unit employees.

- (c) No employee shall be forced to take a temporary or permanent transfer appointment to a position outside the bargaining unit.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 (a) It is agreed that the hours of work and scheduling for that work are determined by contractual obligations between the Employer and its client. Accordingly, there can be no guarantee of any amount or type of work. Hours of work and days off will be scheduled by the Employer. The arrangements for employees getting meal and rest breaks currently in effect shall remain in place during the term of this agreement unless otherwise agreed upon by the parties. The Site Manager and/or Shift Supervisor or designate shall do the casual call-in of employees.

- (b) Overtime will be paid after 40 hours a week ("week" is defined for the purpose of this clause as 12:01 a.m. Sunday through 12:00 midnight of the immediate following Saturday, both inclusive). Overtime will be at the rate of one and a half (1½) the employee's regular hourly rate.

18.02 With the exception of short notice requirements, such as securing replacements, the Employer will post in the Site binder or an Employer bulletin board, if available, work schedules for all, employees fourteen (14) days in advance of the work to be performed where possible.

18.03 Where due to operational requirements or similar good reason, it is necessary to change a work schedule within the fourteen (14) day period, where possible, the Employer will provide the Union and the affected employees with as much notice of the change as is reasonably practicable.

18.04 All employees are permitted to bank a maximum 200 hours to be used as time off, sick leave, etc. employees will have the option of banking or paying out hours in any increments. All banked hours must be taken prior to the end of March each year. All hours are to be banked at straight time only. All banked hours are to be added to pay stub.

18.05 All absences must be back filled.

ARTICLE 19 - HEALTH & SAFETY

19.01 (a) The Employer and the union acknowledge their and the employees' respective obligations to promote and maintain a safe and healthy workplace. They also acknowledge that because the employees are working in a work site owned and controlled, not by the Employer, but by the Employer's client, that, of necessity, there will be limitations arising from this fact and that they will need to work cooperatively with the client in promoting and maintaining that safe and healthy workplace.

- (b) The Employer agrees to take appropriate measures, as it deems necessary, to ensure that

employees work in a safe and healthy environment.
(c) The Employer and the union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules, regulations and practices established by the Employer and/or its clients, from time to-time, as measures to protect themselves and others.

- 19.02 The Employer and the union agree that they and the employees will comply with their respective obligations under the Provincial Occupational Health and Safety Act and Regulations.
- 19.03 The Employer will respond to reasonable requests at reasonable times by the union for health and safety information in its possession, which requests will not be unreasonably denied.
- 19.04 The Employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital when such services are immediately required for an employee as a result of:
- (a) injury on the job; or
 - (b) a heart attack or other serious ailment which occurs on the job.

ARTICLE 20 - LEAVES WITH OR WITHOUT PAY FOR UNION BUSINESS

- 20.01 The Employer will grant leave with pay to an employee(s) who is required by the Employer to attend a meeting with management on behalf of the union during normal working hours.
- 20.02 The Employer will grant leave without pay provided that operational requirements will not be adversely affected:
- (a) for up to two (2) employees in the bargaining unit per year selected as delegates to attend meetings of the Executive Council of the Union, conventions of the Union, Canadian Labour Congress or the Newfoundland and Labrador Federation of Labour,
 - (b) to undertake training related to the duties of a representative of the union, up to a total for all employees of not more than six (6) work days per year, and;
 - (c) for up to one (1) employee in the bargaining unit at any one time, who has been elected or appointed to a full-time office in the union for the period during which he is elected or appointed to hold such office but, to a maximum of up to one (1) year. Where allowed under the terms of group insurance policies, the Employee on such leave may continue to contribute to insurance-related benefits during the said leave as though he/she was at work, provided the employee pays both the employee and employer contributions. An employee returning to work with the Employer after such leave shall have the time spent on leave credited for the purposes of seniority and shall be returned to his vacated position within the bargaining unit, if available, and if not to a reasonably comparable position.

ARTICLE 21 - HOLIDAYS

- 21.01 The following days shall be designated paid holidays:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Discovery Day
 - (d) Canada Day
 - (e) Labour Day
 - (f) Remembrance Day
 - (g) Christmas Day
- 21.02 An employee who works their scheduled shift before and after the holiday will be paid at their regular hourly rate for the holiday.
- 21.03 Subject to clause 21.02, an employee who works on one of the designated holidays shall be paid straight time plus time and a half as per federal regulations.

ARTICLE 22 - REPORTING AND CALL BACK

- 22.01 Where an employee reports for work as scheduled by the Employer, and no work is available for him, he shall be paid a minimum of four (4) hours pay at his regular straight-time rate and shall perform such tasks as may be assigned to him during those four (4) hours.
- 22.02 If an employee works his shift, leaves the workplace, and is called back to work outside of his regularly scheduled hours, he shall be paid for such call back a minimum of four (4) hours pay at his regular straight time rate of pay and shall perform such tasks as may be assigned to him during those four (4) hours.
- 22.03 Where Commissionaires are requested to conduct drug/alcohol testing that shall be paid at the rate of \$20.00 per test.

ARTICLE 23 - BENEFITS

- 23.01 The Employer agrees to provide \$15,000.00 of life insurance wholly funded by the Employer for employees who meet the conditions of the plan. A copy of the plan will be provided to the union.

ARTICLE 24 - VACATIONS

- 24.01 Vacation pay is distinct from vacation leave. Normally, each employee, on the pay for the pay period containing the anniversary date of his employment, shall receive vacation pay based upon his length of continuous employment on that date.

Vacation Pay will be calculated using the following guidelines:
Collective Agreement 2022-2025

- 0 to 1 year of continuous employment will receive 4 % of their wages.
- 2 to 6 years of continuous employment will receive 6 % of their wages.
- 7 to 11 years of continuous employment will receive 7 % of their wages.
- 12 to 18 years of continuous employment will receive 8 % of their wages.
- 19 to 22 years of continuous employment will receive 9 % of their wages.
- 23 years and above of continuous employment will receive 10% of their wages.

24.02 The vacation year for vacation leave purposes shall be from April 1st to March 31st of the following calendar year, both dates inclusive.

24.03 An employee who as of April 1st in a year will have completed twelve (12) consecutive months of employment shall be entitled to two (2) weeks' vacation time off without pay. An employee who as of April 1st in a year will have completed six (6) consecutive years of employment shall be entitled to three (3) weeks' vacation time off without pay. For the employee who has twelve (12) consecutive years of employment or more, he will be entitled to receive four (4) weeks off without pay. All leave must be scheduled in accordance with clause 24.04.

24.04(a) All employees who are entitled to vacation time off must request their preferred vacation time, in units of no less than one week, by giving at least thirty (30) days' prior notice in writing (an Employee's opportunity to obtain preferred vacation times may be adversely affected by delay in giving such notice). Exceptions to the required notice will be made only in extreme circumstances, will be subject to the Employer's sole discretion (the exercise of which will not be subject to grievance).

(b) Vacation time off is to be taken during the current vacation year except that the Employer may grant an employee who requests it in writing a carry-over up to one week's earned vacation time off but this must be taken no later than the end of the next vacation year. For vacations during the vacation year, the Employer will attempt to grant vacation time as requested, unless operational requirements make this impractical. In cases where operational requirements prevent approval of requested vacation time, the vacation time will be scheduled by the Employer after consultation with the Employee involved. In the case where an employee does not obtain his requested vacation time, the Employer, upon written request from the employee, will give a written reason therefore. This shall also apply if, due to operational requirements, it is necessary to cancel some or all of an approved vacation leave.

(c) The Employer shall then post the vacation schedule by March 1st.

(d) In cases of conflicting vacation requests by two or more employees at the site, seniority shall be the governing factor, except that the Employer shall not be expected or compelled to cancel vacation leave previously granted to a lesser service employee.

(e) Unless otherwise agreed to between the Employer and its client(s), based on operational requirements, there may be a limit on the number of employees who may be absent on vacation at any given time.

(f) Notwithstanding clause 24.04(a) the Employer will allow an employee to take some of his

earned vacation time off in single days.

24.05 The Employer will make reasonable efforts not to recall an Employee to work back from vacation after the employee has actually commenced his vacation leave. If during any vacation leave, an employee has left the geographic area of his residence, and is recalled from vacation and reports for duty, the employee shall be reimbursed, upon provision of receipts to the satisfaction of the Employer, for:

- (a) Reasonable expenses that the employee incurred upon returning to the employee's residence; or
- (b) Returning to the place from which the employee was on vacation when recalled reporting for work.

During the time involved in paragraphs (a) and (b) above, for which the employee is being reimbursed for reasonable expenses incurred, the employee shall not be considered as being on vacation leave.

24.06 When the Employer cancels or alters a period of vacation leave which it had previously approved, the Employer shall reimburse the employee for any non-recoverable costs of vacation contracts or reservations made by the employee with respect to that portion of the vacation cancelled or altered by the Employer provided the employee presents documentation suitable to the Employer to prove the loss occurred. The employee agrees to make every reasonable effort to mitigate any such losses incurred and will provide proof of such action to the Employers satisfaction.

24.07 When an employee ceases to be employed for any reason, he or his estate, if deceased, shall be paid all vacation pay that has been earned but not taken by the employee.

ARTICLE 25 - DURATION

25.01 Except as otherwise provided in specific clauses, this agreement shall be effective from the date of signing and remain in effect until June 14, 2025.

25.02 Either party may provide written notice to the other within thirty (30) days prior to the expiry of this agreement of its intent to renew the collective agreement.

ARTICLE 26 - AMENDMENTS TO THE AGREEMENT

26.01 This agreement may only be amended by the parties, by mutual consent, in writing.

ARTICLE 27 - TRAINING

27.01 The Employer will supply all necessary training to employees of the bargaining unit that will allow for the continued employment of the employees. This training will be at no cost or loss of pay to the employee. Where possible, online training will occur during the working day if Site Manager can fulfill operations requirements of the site.

Schedule A Wages

<u>Wages</u>	<u>Security Officer</u>	<u>Shift Supervisor</u>
Effective June 15, 2022	\$16.19/hr	\$17.34/hr
Effective June 15, 2023	\$16.84/hr	\$18.03/hr
Effective June 15, 2024	\$17.60/hr	\$18.84/hr

LETTER OF UNDERSTANDING

The Canadian Corps of Commissionaires (Newfoundland and Labrador) and the United Steelworkers Local 1976 have agreed that:

In the event of a Legislated Provincial Minimum Wage (LPMW) increase, CNL agrees to match the LPMW increase with a like increase to wages with a view of keeping the current wage rates LPMW gap.

This agreement takes effect January 2024 until the end of the current Collective Agreement.


United Steelworkers

Canadian Corps of Commissionaires (NL)

24/01/23

IN WITNESS WHEREOF, the parties have executed this agreement on the 30 day of January 2023.

SIGNED on behalf of the Canadian Corps of Commissionaires (Newfoundland) in the presence of witness hereto subscribing:



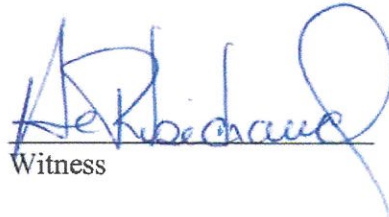


Witness

SIGNED on behalf of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Services Workers Union, Local 1976 in the presence of witness hereto subscribing:



Ronald Thomas
USW Staff Representative



Witness

