

REVISED AGREED PROPOSALS FOR A COLLECTIVE AGREEMENT
BETWEEN BLUE WATER BRIDGE AND PSAC AS OF NOVEMBER 19, 2016
NEGOTIATIONS

ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Federal Bridge Corporation Limited ("Blue Water Bridge Location") and the Public Service Alliance of Canada and to set forth certain terms and conditions of employment relating to remuneration and Employee benefits affecting Employees covered by this agreement.

The parties to this agreement share a desire to improve and promote the well being and increased efficiency of its Employees to the end that the people using the Blue Water Bridge will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

DEFINITIONS

Union and/or PSAC means:

Public Service Alliance of Canada, Local 501

Bargaining Unit means:

All Employees at the Blue Water Bridge Location, excluding office Employees, students, temporary Employees, supervisors and those above the role of supervisor.

Employer and/or BWB means:

Blue Water Bridge Location and anyone authorized to exercise authority by them.

ARTICLE 2 - RECOGNITION

- (a) A new Employee shall become a member of the Union after completion of his/her 120 day probationary period and he/she shall maintain his/her membership. The provision of this section shall not apply to students hired as temporary Employees.
- (b) Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all Employees. Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- (c) PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.

- (d) For the purpose of applying clause (b), deductions from pay for each Employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.
- (e) An Employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an Employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the Employee is countersigned by an official representative of the religious organization involved.
- (f) The amounts deducted in accordance with clause (b) shall be remitted to the Comptroller of PSAC by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- (g) PSAC 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.
- (h) The word "Employee" or "Employees" wherever read in the Agreement shall mean any or all of the Employees in the bargaining unit as defined above, except where the context otherwise provides.
- (i) The Employer will show PSAC dues deductions for the year on T-4 slips for each Employee.

ARTICLE 3 - PSAC REPRESENTATION

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Local Union Executive. The Employer will recognize at any one time not more than four (4) Local officers who may appoint four (4) stewards as their alternates ('Union Local'). Each member of Union Local shall have completed their probationary period with the Employer and shall be regular Employees of the Employer during their time of office. The Employer will recognize the said Union Local on any matter properly arising out of this Agreement, and the said Union Local will cooperate with the Employer in the administration of this Agreement. For further clarity, this clause does not limit the Union Local in establishing positions that deal with the Union Local and PSAC internal administration or as required by law.
- (b) The name and jurisdiction of each of the Local Officers or their alternates of the Union Local that are from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.

- (c) The privileges of members of the Union Local to leave their work, with pay, to investigate Employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management is granted on the following conditions:
 - (i) Such business must be between the Union and the Employer.
 - (ii) The time shall be devoted to prompt handling of necessary Union business.
 - (iii) Individuals concerned shall obtain the permission of the supervisors concerned before leaving their work.
 - (iv) The supervisor reserves the right to limit such time if it deems the time so taken to be excessive.

To obtain time off from a scheduled workday to attend any other union related business, at least 24 hours' notice must be given by the member, to his/her Department Manager. This time will not be paid.

- (d) At any further negotiations for the renewal of this Collective Agreement, the bargaining unit will be represented by a Negotiating Committee consisting of not more than four (4) Employees of the Employer. Each member of this committee shall have completed their probationary period with the Employer and shall be regular Employees of the Employer during their time in office. The Employer will recognize and bargain with the said Committee on any matter properly arising out of negotiations for the renewal of this Agreement. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer shall not be required to recognize any committee member until it has been so notified.
- (e) The privileges of members of the Negotiating Committee to attend negotiation meetings with the Employer, with pay, are granted on the following conditions:
 - (i) The Employer will pay the cost of the Negotiating Committee members to attend negotiations with the Employer for the renewal of this Collective Agreement.
 - (ii) Such business must be between the Union and the Employer and be related to the negotiations for the renewal of this Collective Agreement.
 - (iii) The time shall be devoted to prompt handling of such negotiations.
- (f) PSAC shall have the opportunity to have an Employee representative introduced to new Employees as part of the Employer's orientation program.

ARTICLE 4 - MANAGEMENT RIGHTS

- (a) The Employer reserves the right to give direction to the working force, including the right to hire, suspend, transfer, promote, demote, discharge or discipline for just cause. The Employer reserves the right to maintain discipline and efficiency

among its Employees and to determine the extent and how the Employer's business shall be conducted.

- (b) The Employer shall have the right to assign the work, determine and rotate the shifts, assign Employees to the respective shifts and transfer Employees regularly assigned to a job classification to work in other job classifications. However, temporary transfers to a classification having a lower rate of pay shall not affect the Employee's regular rate of pay. Employees transferred to a higher rated classification, will be entitled to a pay increase unless otherwise outlined in the contract. In all such cases, the PSAC should be notified in writing as to any temporary job placements, transfers or promotions of any bargaining unit Employees.
- (c) The Employer shall have the right to make and enforce reasonable policies, rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement. Should the PSAC consider any such rule or regulation unreasonable, it may be subject to the grievance and arbitration procedure.
- (d) The Employer shall have the right to eliminate or discontinue any job, in whole or in part, and/or to hire independent persons, firms, or agencies to do any work, including but not limited to bridge painting and repair, which in the opinion of the Employer cannot be adequately done by the Employees. The Employer agrees that it will not eliminate or discontinue any job or hire independent persons, firm or agency to do any work for the purpose of discriminating against PSAC members or for the purpose of evading the terms of this Agreement.
- (e) The Employer shall retain all of its rights of management not inconsistent with the express provisions of this Agreement, provided that they will not be used for the purpose of discriminating against any member of PSAC.

ARTICLE 5 - STRIKES AND LOCK-OUTS

- (a) So long as this Agreement is in effect, the Employer agrees there will be no lock-out and PSAC agrees there will be no interruption of work, work stoppage, strike, slowdown, or any other interference with the operations of the Employer by PSAC or its bargaining unit Employees.

ARTICLE 6 - NO DISCRIMINATION/NO HARASSMENT

- (a) BWB and PSAC are committed to a work environment that is founded on the fair and equal treatment of all members. Therefore, the parties do not condone behavior that is contrary to the Canadian Human Rights Act.
- (b) There shall be no discrimination with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual

orientation, family status, mental or physical disability, marital status or a conviction for which a pardon has been granted.

- (c) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (d) If by reason of paragraph (c) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- (e) By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.
- (f) The employer and PSAC are committed to ensuring a work environment that is free from harassment. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Canadian Human Rights Act. All employees are expected to treat others with courtesy and consideration and to discourage harassment as per the Canadian Human Rights Act
- (g) Harassment may take many forms: verbal, physical or visual. It may involve a threat, an implied threat or be perceived as a condition of employment. Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including remarks, gestures, graphics or jokes. Some examples of harassment are:
 - Remarks, jokes, innuendos, gestures or taunting about a person in relation to his or her racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship, ancestry or any other prohibited grounds of discrimination:
 - Displaying material that is racist, derogatory or objectionable in relation to any prohibited grounds;
 - Refusal to converse or work cooperatively with an employee because of their racial or ethnic background or any other of the prohibited grounds;
- (h) Properly discharged supervisory responsibilities, including the delegation of work assignments, and/or the assessment of discipline or any conduct that does not undermine the dignity of the individual is in no way to be construed as harassment.
- (i) If an employee believes she/he has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
 - Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
 - However, it is also understood that should some employees, the subject of discrimination or harassment, be reluctant to confront their harasser directly, they may request the assistance of a Union Representative or a representative of management. If the unwelcome behaviour was to continue, the employee will consult the Employer Policy on harassment and will be free to pursue all avenues.
- (j) BWB will implement a No Discrimination/No Harassment Policy to deal with issues of discrimination and harassment. However, it is every employee's right to take their complaint to the Human Rights Commission.

ARTICLE 7 - STUDENT AND PART TIME EMPLOYEES

- (a) Part-time Employees shall be defined as an Employee who is scheduled and/or called in as determined by the Employer, for an average of thirty-six (36) hours or less per week calculated over a period of one (1) calendar year. All hours worked during a temporary assignment (including vacation coverage) will not be included in the annual averaging of hours for part-time Employees.
- (b) No student shall be utilized in a department for the purpose of reducing the regularly scheduled workweek of a full time or part-time Employee. Students shall not be eligible for 'Team Leader' positions, and shall not be paid more than the lowest paid non-probationary person in the department to which they are hired.

ARTICLE 8 - SENIORITY, LAYOFF, JOB POSTINGS AND TEMPORARY ASSIGNMENTS

SENIORITY

- (a) Newly hired Employees shall be on probation for a period of 120 days and shall have no seniority rights during this period. Upon completion of the probationary period a new Employee shall have his seniority rights back-dated to his date of hire. For further clarity, a probationary Employee is not part of the bargaining unit and during the probationary period, the Employee shall be considered as being employed on a trial basis and may be disciplined, discharged, laid-off, and transferred at the discretion of the Employer. An Employee's probationary period may be extended with the mutual consent of both parties.
- (b) Seniority shall be defined as the length of continuous service with the Employer from the Employee's date of hire.
- (c) Two current seniority lists will be kept, one for full time and one for part time Employees. When a regular part time Employee, who has completed his

probationary period, becomes a regular full time Employee, their seniority date shall be determined from their date of hire with the BWB. When a regular full time Employee who has accrued seniority becomes a part time Employee, the seniority date will remain the same.

- (d) The seniority and employment of an Employee shall terminate if:
 - (i) the Employee quits;
 - (ii) the Employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
 - (iii) the Employee retires;
 - (iv) the Employee is laid off for more than twelve (12) consecutive months;
 - (v) if the Employee is laid off, Employee fails to inform the Employer of his/her intent to return to work within three (3) calendar days and/or to report for work within seven (7) calendar days of receipt of notification by registered mail of his/her recall to the Employer's employ. Such notice shall be deemed to be received on the seventh (7th) calendar day after it was sent by the Employer. It shall be the Employee's responsibility to keep the Employer advised, in writing, of his/her current address;
 - (vi) if the Employee is absent from work for three (3) consecutive work days without leave of absence authorized by the Employer and without satisfactory reasons, in which case the Employee shall be deemed to have resigned. This Article shall not be a bar to disciplinary action for absence of less than three (3) working days.

- (e) A separate seniority list shall be kept for each department for regular full time Employees of that department and for regular part time Employees of that department. BWB shall post and provide PSAC with a seniority list biannually. The list shall include the name, date of hire and classification of each Employee in the Bargaining Unit.

LAYOFF AND RECALL

- (a) Lay-offs shall be on a departmental basis.
- (b) All decisions respecting lay-off and recall shall be based on an Employee's:
 - (i) Seniority; and
 - (ii) Knowledge, efficiency and ability to perform the work.
- (c) Layoff's shall proceed as follows:
 - (i) BWB may offer senior Employees a voluntary separation package as part of a workforce reduction program. The number of Employees to be laid off shall be reduced accordingly.

- (ii) New hires on probation and contract employees in the affected department shall be laid off before an employee that has acquired seniority in the affected department.
- (d) An employee who is subject to layoff shall have the right to either,
 - (i) Accept the layoff, or
 - (ii) Displace an employee who has lesser bargaining unit seniority in the department and seniority list (whether full time or part-time seniority list). Such employee so displaced shall have the right to displace the least senior employee in a lower classification in the bargaining unit provided that the displaced employee subject to layoff has the knowledge, skill, efficiency, ability and qualifications to perform the duties of the lower classification without training other than orientation.
BWB shall allow the employee a period of up to thirty (30) days to demonstrate their ability to perform the duties of the lower classification. The familiarization period may be extended by mutual consent between BWB and the Union. In the event the Employee is unable to perform the work during the familiarization period they shall be laid off.
- (e) Employees who had exercised their seniority and moved to another department at time of layoff shall have first recall rights to their previous department when a vacancy occurs therein.
- (f) Recall notices shall be sent to the Employee by registered mail, with a copy to the PSAC Local.

JOB POSTINGS

- (a) In the case of a job vacancy in an existing position or a newly created job, the Employer will post all vacancies on bulletin boards **in the workplace as well as electronically by e-mail** for twelve (12) calendar days. Employees may apply in writing, to the HR Coordinator.
- (b) When a part-time Employee, who has completed their probationary period, successfully posts to a full-time position within the same department their probationary period shall be waived.
- (c) The successful applicant for a position shall be placed on a forty-five (45) working day familiarization period upon commencing work in the posted position. If, within forty-five (45) working days, the successful applicant requests a return to her former position or proves unsatisfactory and is returned to her former position, the vacancy will be reposted. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position.
- (d) If an employee successfully bids for and is transferred to a position which has a higher wage rate grid than his/her current wage grid, the employee shall receive

the rate of pay on the higher wage grid in the new position that provides him/her with an increase in pay. The date of transfer shall be established as the new classification date and thereafter the employee shall progress through the wage grid based on his/her length of service (FTE equivalent) in that classification.

- (e) Where BWB is unable to transfer an employee selected in accordance with the job posting provision, within 30 calendar days of being awarded the position, BWB will endeavour to notify the Union Chairperson of the reasons for the delay.
- (f) Current employees shall be considered first for all posted vacancies in the bargaining unit.

TEMPORARY ASSIGNMENTS

- (b) If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred the employee shall receive her/his regular rate of pay during such temporary transfer.
- (c) If the rate of pay for the job to which an employee is temporarily transferred is a higher rated category he/she shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that is, next above his/her own rate.
- (d) A part time employee, who is temporarily transferred to full time work, shall retain his/her part time status for the period of the temporary transfer, at which time the employee shall revert to regular part time work.

ARTICLE 9 - GRIEVANCE PROCEDURE

- (a) It is the mutual desire of PSAC and the Employer that any complaint or cause for dissatisfaction arising between an Employee and the Employer with respect to the interpretation, application, administration or alleged violation of this Agreement shall be responded to as quickly as possible.
- (b) If any complaint or grievance arises hereafter between the Employer, PSAC or any Employee as to the proper interpretation, application, administration or alleged violation of this Agreement, there shall be no stoppage or suspension of work on account of such differences, but such complaint or grievance shall be submitted in writing to the following grievance and arbitration procedure. An Employee shall not leave their job to discuss any matter until the Employer has had reasonable time to provide a relief person.
- (c) Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance,

identifying each Employee who is grieving to the Employer, within fifteen (15) calendar days after the circumstances giving rise to the grievance occurred. The grievances shall then be treated as being initiated at Step Two and the applicable provisions of the grievance procedure shall apply.

- (d) All complaints and grievances described in paragraph numbered (a) above shall be dealt with in the following manner:

STEP ONE

(i) It is understood that, in all cases, an Employee and PSAC will first give the immediate supervisor or manager an opportunity to respond to the complaint before proceeding further with a grievance.

(ii) The grievance shall be submitted in writing to the Department Manager and the Manager must respond in writing to the Employee and PSAC within ten (10) calendar days.

(iii) No grievance shall be considered where it is presented to the supervisor or manager more than fifteen (15) calendar days after the circumstances giving rise to it occurred or originated.

STEP TWO

(i) Within ten (10) calendar days after the Manager's reply, if further action is then to be taken, the Employee and PSAC shall submit the grievance in writing, signed by the Employee, to the President/CEO or his/her designate for consideration.

(ii) A grievance meeting will then be held between the President/CEO or his/her designate and PSAC, and if required by PSAC, the Employee within fourteen (14) calendar days. It is understood that at such a meeting, the Employer may have the assistance of any of the management staff.

(iii) The decision of the Employer shall be given in writing within ten (10) calendar days following the grievance meeting

(iv) A claim by an Employee who has completed their probationary period that they have been discharged or suspended shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step Two of the grievance procedure within fifteen (15) calendar days from the time they have been discharged or suspended.

Such grievance may be settled by:

- (a) confirming the Employer's action in discharging or suspending the Employee,
or
- (b) reinstating the Employee with/without full compensation for time lost,
or
- (c) any other arrangement, which in the opinion of the parties, is just and equitable.

STEP THREE

- (i) Should the Employer fail to render its decision as required in Step Two, or failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to mediation or arbitration by either PSAC or the Employer.
- (ii) If no written request for mediation or arbitration is received within twenty-five (25) calendar days following the decision under Step Two of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.
- (e) PSAC or the Employer may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within 15 calendar days of the incident-giving rise to the complaint. The provisions of this paragraph shall not be used to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves institute.

ARTICLE 10 - GRIEVANCE MEDIATION

- (a) Either party to a grievance may, with the agreement of the other party, submit a grievance to Grievance Mediation at any time within fifteen (15) calendar days after the Employer's decision has been rendered at the step prior to arbitration. The mediation process shall take place before the matter is referred to arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or such longer period as agreed to by the parties.
- (c) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel may be present. It is agreed that mediation sessions are settlement negotiations and disclosures are inadmissible in any further litigation or

arbitration. The parties will not subpoena or otherwise require the Mediator to testify or produce record or notes in any future proceedings.

- (f) It is agreed that the parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings anything arising during, or from the Mediation, including the fact of the Mediation, any views expressed, or suggestion made by anyone in respect of the possible settlement of the dispute, any admissions made during the course of the mediation, the fact that a party indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator or proposals made or views expressed by the Mediator.
- (g) The Mediator will have the authority to conduct the mediation as they see fit, including having the authority to meet with either party separate. The Mediator shall keep confidential any information provided to them in the course of the mediation. However, the Mediator may disclose to any party any information provided by the other party that the Mediator believes to be relevant to the issues being mediated unless a party has specifically requested the Mediator to keep certain information confidential.
- (h) If a settlement is not reached within five (5) days following the mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of this Collective Agreement.
- (i) The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE 11 - ARBITRATION

- (a) When either Party to this agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party to this Agreement as provided in the Grievance Procedure.
- (b) The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected by mutual agreement of the parties.
- (c) The referring party will, in its notice to arbitrate, list three (3) suggestions for an Arbitrator. Within the later of ten (10) calendar days of receipt of the notice to arbitrate, or, if the grievance proceeds through the Grievance Mediation provisions of this Collective Agreement, ten (10) calendar days of the expiration of time provided for under the Grievance Mediation provisions of this Collective Agreement, the other party will either accept one of the suggested arbitrators from the referring party's list, or will submit its own list of suggested arbitrators to the referring party for consideration. If the parties fail to agree on an arbitrator within a period of ten (10) calendar days from the receipt of the other party's list, either party may request that the appointment be made by the Minister of Labour pursuant to the provisions of the Canada Labour Code.

- (d) The Arbitrator selected or appointed in accordance with this article shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from any provisions of this Agreement except as provided for under the Canadian Human Rights Act. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

In no case shall the Arbitrator have the jurisdiction to entertain any grievance that has been referred outside the time limit provided for in this Agreement except as extended in accordance with this Agreement.

- (e) The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable shall be arbitrable.
- (f) All agreements reached under the Grievance, Mediation and Arbitration procedures between the Employer and the Union and its representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.
- (g) Each of the parties will bear its own expense with respect to any arbitration proceeding including pay for witnesses. The parties will bear jointly the expenses of the Arbitrator on an equal basis.

ARTICLE 12 - VACATIONS

- (a) All regular full time Employees are eligible for vacations as per the following schedule:
 - (i) During each of the 1st and 2nd year of employment, 4% of regular and overtime earnings will be accrued. Upon completion of each of the first and second year the Employee is entitled to 2 weeks' vacation.
 - (ii) During each of the 3rd through 5th year of employment, 6% of regular and overtime earnings will be accrued. Upon completion of each of the third through fifth year the Employee is entitled to 3 weeks' vacation.
 - (iii) During each of the 6th through 14th year of employment, 8% of regular and overtime earnings will be accrued. Upon completion of each of the sixth through fourteenth year the Employee is entitled to 4 weeks' vacation.

- (iv) During the 15th year of employment and each year thereafter, 10% of regular and overtime earnings will be accrued. Upon completion of each of these years the Employee is entitled to 5 weeks' vacation.
- (b) All vacations earned must be taken by Employees and no Employee shall be entitled to vacation pay in lieu of vacation.
- (c) All regular part-time Employees are eligible for vacation pay and vacation time off as follows:
 - (i) During each of the 1st through 6th year of employment, 4% of regular and overtime earnings will be accrued. Upon completion of each of the first through sixth year the Employee is entitled to 2 weeks' vacation.
 - (ii) During each of the 7th through 15th year of employment, 6% of regular and overtime earnings will be accrued. Upon completion of each of the seventh through fifteenth year the Employee is entitled to 3 weeks' vacation.
 - (iii) During the 16th year of employment and each year thereafter, 8% of regular and overtime earnings will be accrued. Upon completion of each of these years the Employee is entitled to 4 weeks' vacation.
- (d) Vacations must be taken during the calendar year; one-week carry over is allowed but must be taken in the carry over year.
- (e) Employees are encouraged to take vacations for their full entitlement period; splitting of vacations requires approval from the Department Head to ensure vacation coverage is available. Vacation entitlements may only be taken in increments of one day or more. Requests for single day vacations which do not require any additional cost and/or interfere with operational requirements, may be approved on a first request basis.
- (f) If a General Holiday falls during a vacation period a day off with pay will be scheduled later on a mutually convenient day.
- (g) Vacation pay will be deposited in the employee's bank account with the next regular pay period.
- (h) A vacation week is from Sunday to Saturday to allow seven consecutive days away from work.

- (i) If a sickness of three days or more occurs during a vacation, the employee should advise their Supervisor immediately and arrangements will be made to reschedule the vacation after the illness has been cured and the employee has returned to work. Vacation will be re-scheduled at a mutually convenient time. A medical certificate to verify the illness is required.
- (j) For Toll Collectors/Bridge Attendants, vacations shall be granted each Employee during the months of June, July and August, unless another vacation period is mutually agreed to, by the Employer and the Employee.
- (k) For Custodial Employees, selection of vacation periods will be on a rotation basis and not based on seniority.
- (l) For Currency Exchange Employees, seniority shall determine the order in which vacations are granted by the Employer. Summer vacations from July to August will be distributed equitably, by seniority, among full-time and part-time Employees, to a maximum of 2 week allotments, among those Currency Exchange Employees that apply subject at all times to the operational needs and requirements of the Employer and the restriction that only one (1) Employee from this department may be on vacation at any given time.

ARTICLE 13 - BENEFITS

ARTICLE 14 - GENERAL HOLIDAYS

- (a) For the purpose of this Agreement the Employer will observe the following general holidays:

New Years' Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Alexander Mackenzie Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

A day when proclaimed by an Act of Parliament as a national holiday.

- (b) An Employee who does not work on the General Holiday will receive General Holiday pay if and only if:
 - (i) He or she has completed thirty (30) days of employment and has worked for at least the minimum requirement during the thirty (30) calendar days immediately preceding the holiday;
 - (ii) If he or she is on vacation;
 - (iii) If he or she is off on an illness or accident of thirty (30) days or less and provides a physician's statement authenticating the illness.
- (c) General Holidays when worked will be paid a normal day's pay, plus the applicable overtime rate for the hours worked.

- (d) When a General Holiday falls on a non-working day, a full-time Employee will be paid a normal day's pay for the General Holiday.
- (e) When a General Holiday falls on a non-working day, a part-time Employee will be paid for the holiday in accordance with the provisions of the Canada Labour Code.
- (f) The Holiday with pay shall be arranged whenever possible at the request of the Employee provided sufficient staff is available to cover the schedule without requiring overtime payment. No General Holidays with pay will be granted between May 10 and September 20 unless approved by the Department Manager. All Holidays must be taken by March 31 for the previous year. If an Employee fails to arrange the day-off in the allotted time, the Employer shall determine the day off. All General Holidays will be paid at the current rate of pay.
- (g) If eligible, an employee will receive General Holiday pay if he or she is off on illness or accident providing the holiday falls within thirty (30) days or less of the initial day of absence and the employee provides a physician's statement authenticating the illness. Employees are not eligible if holiday falls after 30 days of absence. Upon return to work from an illness or accident over thirty days, an employee would immediately be eligible for General Holiday pay.
- (h) Employees who are unable to establish entitlement to wages for at least 15 days during the 30 days immediately preceding a holiday because of their terms and conditions of employment, will receive one-twentieth of the wages earned (excluding overtime) during the 30 calendar days preceding the holiday.

ARTICLE 15- BULLETIN BOARDS

Reasonable space on bulletin boards will be made available to PSAC for the posting of official PSAC notices. PSAC shall not post notices that the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of PSAC, including the names of PSAC representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 16 - HOURS OF WORK, OVERTIME AND PREMIUMS

HOURS OF WORK

- (c) Employees scheduled and working shifts of 6 hours or less will be provided with one fifteen (15) minute paid break.
- (d) Employees scheduled and working shifts of between 6 to 7 hours will be

provided with one fifteen (15) minute paid break and the option of taking an additional one-half (1/2) hour unpaid break.

- (e) Employees scheduled and working shifts of 7 hours will be provided with one fifteen (15) minute paid break and one-half (1/2) hour unpaid break.
- (f) Employees scheduled and working shifts of 8 hours will be provided with two fifteen (15) minute paid breaks and one-half (1/2) hour unpaid lunch break.
- (g) Employees scheduled and working shifts of 10 hours will be provided with three fifteen (15) minute paid breaks and one-half (1/2) hour unpaid lunch break.
- (h) Employees scheduled and working shifts of 12 hours will be provided with four fifteen (15) minute paid breaks and one-half (1/2) hour unpaid lunch break.

PREMIUMS

- a. Premiums will be added to the rate after - not before - calculating overtime.

Shift Premium

- b. Shift premium will be paid on overtime but overtime rates will not apply to shift premiums.
- c. Employees will be paid a premium of **\$2.00** per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

High Climbing Premium

- d. For Maintenance employees, the Employer will pay an additional \$8.00 per hour for high climbing on the bridge. High climbing is defined as any work that is required to be performed off the road deck/sidewalk. This does not include work performed in any Employer equipment such as basket truck or extension equipment but does include extension equipment not owned by the Employer. For any work performed in any Employer extension equipment that is extended for more than 100 feet the Employer will pay an additional \$4.00 per hour.

Hazard Premium

- e. The Employer will pay a daily Hazard Premium of \$3.50 to each employee for each day he/she is required to handle or respond to situations with an elevated

hazard risk such as the handling of dangerous goods or responding to bomb threats.

Snow Standby Premium

- f. When a Maintenance Worker is scheduled for standby for snow removal they will be paid eight (8) hours for a period of seven days for carrying the pager and being available for snow removal; pager pay is not overtime pay.

If the employee is called into work for snow removal, they will be paid double time for actual hours worked with minimum pay of two hours. Call backs during that two (2) hour period will be considered as one and the same call.

ARTICLE 19 - WAGES

ARTICLE 23 - NEW OR MODIFIED CLASSIFICATIONS

- (a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the rate. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided for in this collective agreement. The decision of the Arbitrator shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit, having regard to the requirements of such classifications.

ARTICLE 24- HEALTH & SAFETY

- (a) The Employer and Employees shall comply with the *Occupational Health and Safety Act as well as the Canada Labour Code, Part II*.
- (b) BWB shall ensure Employees are aware of any potential dangers and health hazards, this would include informing Employees of policies or procedures associated with the safe handling of materials or equipment, as well as the requirement to use any protective devices, clothing or equipment.
- (c) BWB and PSAC shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace.

- (d) Occupational Health and Safety Committees and Representatives shall participate to adopt and implement reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury, as prescribed by the Occupational Health and Safety Act.
- (e) The Employer agrees to provide two (2) hours of paid time during the employee's day off work to employees who are required by the Employer to undergo audiometric testing or other tests mandated by the Employer as well as the cost of these tests and any protection devices.

ARTICLE 25 - BEREAVEMENT LEAVE

ARTICLE 26 - CLOTHING

- a. The Employer will supply clothing/uniforms (such as jackets/shirts/ blouses) or required safety apparel, as may be required by the Employer, to be utilized by full time and part time employees to perform their duties. The Employer will select the suppliers of clothing/uniforms. Employees will arrange for fitting and pick up of clothes at the specified vendors who then bill the Employer. The clothing/uniforms will be maintained by the Employees and will be replaced as deemed necessary by the Employer. The Employer will determine if dry cleaning is required of any clothing and if it so determines, the Employer agrees to pay the cost associated with such dry cleaning.
- b. The Employer will provide full time and part time employees with a pant allowance of \$250.00 per year, for employees to purchase and maintain pants required for work. Maintenance employees will be provided with a \$350.00 pant allowance per year. The employee will submit receipts to support the payment of the pant allowance.
- c. The Employer will provide full time and part time employees with a boot allowance of \$200.00 every three years for the purchase of winter boots and \$200.00 every year for CSA approved boots for those employees that are required to wear them. The employee will submit receipts to support the payment of the CSA approved boot allowance.
- d. The Employer will provide full time and part time employees with a shoe allowance of \$200.00 per year for the purchase of regular shoes if required. The employee will submit receipts to support the payment of the shoe allowance.

ARTICLE 28 -TERM

ARTICLE 27 - SOCIAL JUSTICE FUND

The Employer agrees to pay a lump sum of one -thousand (\$1000.00) dollars each year of the collective agreement to the Social Justice Fund of the Public Service Alliance of Canada. Contributions to the Fund shall be made yearly in the month of October and remitted to PSAC.

Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ARTICLE XX - CAR ALLOWANCE

The Employer shall reimburse employees when personal cars are used for Blue Water Bridge business in accordance with The Federal Bridge Corporation Limited Policy in that regard titled "Travel, Hospitality, Conference & Event Policy"

NEW XX - EMPLOYEE TOLL DISCOUNT PLAN

The Employer agrees to implement an Employee Toll Discount Plan as follows:

- (a) the Employer will reimburse an employee 50% of the cost of the applicable toll for a passenger vehicle on the date of travel upon submission of valid and proper proof that such toll was incurred;
- (b) the plan will only apply to the Canadian side of the Blue Water Bridge and will not apply to any cost associated with charges by the Michigan Department of Transportation;
- (c) the employee must be in the vehicle at the time of the crossing and the toll charge being incurred;
- (d) any abuse of the plan by an employee will result in termination of the employee's participation in the plan and/or disciplinary action up to and including termination of employment for cause;
- (e) the Employer may terminate the Employee Toll Discount Plan upon thirty days' notice to PSAC.

NEW XX - STORAGE SPACE

In order to facilitate the administration of the Collective Agreement, the Employer shall make available to the Union, without charge, storage space that is accessible and conducive to the safe storage of confidential materials.

NEW XX - FITNESS ALLOWANCE

The Employer will provide subsidization in the form of a flat amount, per calendar year, to each employee upon proof that they purchased a membership at a fitness club, fitness training or instruction as follows:

- a. available only to full time and part time employees who have completed the probationary period;
- b. reimbursement will be to a maximum of \$200.00 (excluding taxes) per calendar

- year upon presentation of a completed Reimbursement Form or a copy of a membership card and receipt of payment from a recognized fitness club;
- c. reimbursement of up to \$200.00 is for the cost of a single membership only. Family memberships are the responsibility of the employee;
 - d. the allowance will be treated as a taxable benefit for CRA purposes.