

**FEDERAL BRIDGE CORPORATION LIMITED (BLUE WATER BRIDGE
LOCATION)**

**EMPLOYER RESPONSE AND FINAL OFFER ON ALL PROPOSALS
OUTSTANDING SUBMITTED TO PSAC ON NOVEMBER 19, 2016 @ 9:00 PM**

**THIS FINAL OFFER IS OPEN FOR ACCEPTANCE AS A COMPLETE PACKAGE
UNTIL 11:59 PM, NOVEMBER 19, 2016. IF NOT ACCEPTED BY THAT TIME THIS
OFFER AND ALL PROPOSALS CONTAINED IN THIS OFFER ARE WITHDRAWN**

NON-MONETARY PROPOSALS

JOB POSTINGS

TEMPORARY ASSIGNMENTS

- (a) The Employer has the exclusive right to temporarily transfer employees within various job classifications and the right to direct the work function of all employees. When transferring employees, the Employer shall take into consideration competency and skills. The Employer may afford employee the opportunity for the temporary assignment before transferring him/her into the temporary assignment. Temporary transfers shall be transfers ninety (90) working days or less.

REVISED EMPLOYER PROPOSAL

NEW XX - JOB DESCRIPTION

The Employer may establish and amend job descriptions as required from time to time in accordance with its operational needs and requirements. The Employer may consult with employees with respect to the establishment and amendment of any job descriptions.

REVISED EMPLOYER PROPOSAL

NEW XX - DISCIPLINE AND DISCHARGE

- (a) An Employee who is discharged or suspended shall be given a reasonable opportunity to meet with his/her steward before leaving the Employer's premises unless in the circumstances it is necessary to require the Employee to leave the premises immediately. The Employee shall be notified in writing of such discharge or suspension.
- (b) An Employee who is discharged or suspended may file a grievance at Step Two of the grievance procedure within seven (7) days of such discharge or suspension.

- (c) An Employee, upon written request to her supervisor, may, in the presence of a Manager as mutually agreed upon by the Employer and Employee, review the contents of her personnel file at a mutually agreeable time. An Employee shall have the right to obtain copies of any documents contained in her personnel file provided to the Employee.

A Union Committee Member, with the written consent of the Employee, shall be entitled to review an Employee's personnel file in order to facilitate the investigation of a grievance.

- (d) The Employer shall endeavour to hold a meeting with an Employee for the purpose of dispensing discipline by way of a written warning, suspension, or discharge and the Employer shall inform the Employee of the purpose of the meeting and her right to be represented by a Union Committee Member at such meeting.
- (e) Disciplinary letters shall be removed from the Employee's file after a period of twenty-four (24) months from the date of the incident, provided there has been no intervening discipline of any kind.
- (f) It generally the policy of the Employer to apply progressive discipline were applicable so that an employee is given the opportunity to fully understand their responsibilities and expected level of performance. Notwithstanding a process of progressive discipline, the Employer reserves the right to bypass any step in the progressive discipline process and proceed directly to termination for cause.

REVISED EMPLOYER PROPOSAL

NOTE: All references to numbered BWB policies to be deleted and removed from Collective Agreement language and provisions.

MONETARY PROPOSALS

ARTICLE 13 - BENEFITS

FOR ACTIVE FULL TIME AND PART TIME EMPLOYEES

- (a) The Employer agrees to continue the benefits listed herein for those full-time and part time employees who are not on strike or lay-off and have completed their probationary period. Those Employees on WSIB will receive benefit entitlement in accordance with the provisions of the WSIB. The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance and shall cease at age 65 for active employees.
- (b) Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to assist in the settlement of any such

disputes.

- (c) Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the Employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement. Upon request the Employer shall provide details of the plans to the Union.
- (d) The premium cost for the following benefits shall be paid one hundred percent (100%) paid by the Employer for full-time and part-time employees that have completed their original probationary period.
 - (i) Group Life Insurance
 - (ii) Extended Health Plan and Outside of Canada Coverage
 - (iii) Short-term Disability Insurance
 - (iv) Long Term Disability
 - (v) Dental Plan
 - (vi) Vision Care
 - (vii) Critical Illness
- (e) The Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not in total decreased. Before making such a substitution the Employer shall notify the Union to explain the proposed change.

SICK DAYS (FULL TIME AND PART TIME EMPLOYEES)

- (a) A full time employee will be granted sick time of *forty-eight (48) hours* with pay in any calendar year for illness. Employees will be able to accumulate a maximum of *ninety-six (96) hours* of sick time or request they be paid out at the end of each year. All requests for pay out must be received by December 31 of each year. All unused sick time in excess of *ninety-six (96) hours* as of December 31 in any calendar year will be paid out to the Employee in January of the following year in each calendar year. Employees will be paid out for each hour of unused sick time based on their hourly rate as of December 31 of each year.
- (b) Employees on leave for the entire calendar year will not be eligible for sick time compensation. Employees with less than 1 years' service as of

December 31 of the current year, or returning from an authorized leave, will be entitled to eight (8) hours sick time for every three (3) months (or portion of) of employment.

- (c) Sick pay will be allocated upon the Employee's request. It is the department manager's responsibility to maintain records of sick pay compensation and submit them to payroll and human resources at year-end. Unused sick days will be compensated for upon resignation/termination for that particular year on a pro rata basis
- (d) If the *Employer* requests a doctor's note **for any illness or absence from work**, the Employer will reimburse the Employee for the doctor's fee associated with this to a maximum of \$150.00 per year for medical reports upon submission of proper and valid receipts in that regard.

PENSION PLAN

- (a) The Employer has established a Pension Plan to provide retirement funds for employees who qualify. Normal (non-mandatory) retirement age is 65. An early retirement option is available under the plan.
- (b) The Employer agrees to continue the Pension Plan for those full-time and part time employees who are not on strike or lay-off and have completed their probationary period.

Employees may elect to enroll and participate in the Pension Plan

The Pension Plan shall be as more particularly described and set forth in the Pension Plan documents. Generally the Pension Plan provides as follows:

- All regular full time employees who have completed six months of continuous service may join the Plan;
- Regular part time employees who have completed twenty four months of continuous service and have earned at least 35% of the year's maximum pensionable earnings level in each year may join the Plan;
- Joining the plan is not compulsory;
- On joining the plan, employees will contribute, by payroll deduction, an amount of 6 ½ % of their annual earnings. Annual earnings are regular earnings plus overtime payments;
- The Employer will contribute, on behalf of each employee in the Plan, an amount equal to the contribution made by the employee;
- On termination of employment, a cash refund, or other retirement product, as outlined by the carrier, can be purchased equal to the value of the employee's contribution to the plan. If the employee has completed 2 years of service, the value of the contributions made on

the employee's behalf may be used to purchase a retirement product as outlined by the carrier;

- If an employee dies before the pension plan benefits begin, the designated beneficiary will receive an amount equal to the value of the contributions by the employee and Employer;
- In the event of the death of the employee after retirement, the spouse will receive pension payments dependent on the option elected by the employee at the time of retirement;
- When an employee who has participated in the plan retires, the total value of all the contributions to the plan made by the employee and the Employer will be used to purchase a pension.

RETIREMENT BENEFITS

(a) The Employer will contribute, on behalf of each eligible employee who:

- is eligible for early retirement with a factor of seventy-five (75) with age plus years of service;
- elects early retirement;
- has not yet reached age 65;
- is in receipt of pension plan retirement benefits pursuant to the Pension Plan; and who
- on the date of retirement are enrolled in the Employer's benefit plan(s);

one hundred percent (100%) of the billed premiums for the following benefits established for such purposes and subject at all times to the terms and conditions of the retirement benefits plan:

- Extended Healthcare (no chronic care or GMA (Global Medical Assistance) or private nursing care);
- Dental;
- Vision;
- Life Insurance - \$10,000.00

(b) The Employer will contribute, on behalf of each eligible employee who:

- retires at age 65;
- is in receipt of pension plan retirement benefits pursuant to the Pension Plan; and who
- on the date of retirement are enrolled in the Employer's benefit plan(s),

one hundred percent (100%) of the billed premiums for the following benefits established for such purposes and subject at all times to the terms and conditions of the retirement benefits plan:

- Extended Healthcare (no chronic care or GMA (Global Medical Assistance) or private nursing care);

- Dental;
 - Vision;
 - Life Insurance - \$10,000.00
- (c) Upon the death of the retiree, the Employer will contribute hundred percent (100%) of the billed premiums for the following benefits subject at all times to the terms and conditions of the retirement benefits plan for a period of 24 months from the date of death of the retiree for the benefit of the retiree's dependants, if any, for the following benefits:
- Extended Healthcare (no chronic care or GMA (Global Medical Assistance) or private nursing care);
 - Dental;
 - Vision

ARTICLE 16 - HOURS OF WORK, OVERTIME AND PREMIUMS

HOURS OF WORK

- a. The normal work schedule shall be 80 hours averaged over a two (2) week pay period.

Subject to its operational needs and requirements, the Employer agrees to continue the current practice of scheduled hours of work as of the date of ratification. The Employer agrees to provide impacted employees with 30 days notice of any changes or amendments to the current practice of scheduled hours of work.

REVISED EMPLOYER PROPOSAL

- b. The normal work schedule is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.
- i. A work schedule will be posted for each department. The Employer will endeavour to provide full time employees with forty-eight (48) hours' notice of change to an employee's posted scheduled hours.
- j. Part time employees will be scheduled in accordance with the operational needs of the Employer.
- k. When a modified work week is put into effect by the Employer, it will be dealt with as per the Canada Labour Code Part III.

OVERTIME

- a. It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be staffed by qualified

employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer will endeavour to schedule overtime on a voluntary basis. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will endeavour to schedule overtime in a reverse order of seniority in the applicable department, taking into account the particular circumstances of the situation requiring overtime and subject at all times to the Employer's operational needs and requirements.

- b. Time and one-half an Employee's straight time hourly rate shall be paid for all hours worked in excess of the employee's regular or standard work day or in excess of 80 hours averaged over a two week period. There will be no pyramiding or duplication of overtime pay.
- c. All overtime requires the approval of Supervision and should be scheduled as far in advance as possible.
- d. The Employer will attempt to distribute overtime work equitably among the Employees who normally perform the work in the department. Supervision will maintain a record of all overtime worked. The Employee with the least amount of overtime worked in the department should be contacted first. If the Employee refuses the overtime, it will be recorded as if the overtime had been worked. All Employees in the department will be contacted for overtime.

Maintenance Department Employees must be available for snow removal as per the posted standby schedule.

- e. To keep overtime hours to a minimum, a part time Employee that can be utilized at straight time will be called first. When overtime cannot be avoided, it will be offered first to a full time Employee. If the overtime cannot be filled with a full time Employee, the overtime will then be offered to a part time Employee.

Part-time Employees called in to work will be guaranteed a minimum of four (4) hours regular pay even if the Employee is not required to stay at work the full four (4) hours.

- f. Time off in lieu of overtime is not allowed.
- g. A maintenance Employee called in to work outside of his regularly scheduled hours will be guaranteed a minimum of two (2) hours work at the applicable overtime rate. Call backs for the same emergency during that 2-hour period will be considered as one and the same call out.
- h. Compensation shall not be paid for overtime worked by an Employee

due to a shift change at the Employee's request.

- i. Employees will be entitled to a specific number of hours off between shifts. If required to work without having had the required hours off after working their previous shift an Employee will be paid double time for the hours worked up to the required number of hours after last punch out and regular rate for the work thereafter.
 - 8 hours between each 8 hour shift
 - 10 hours between each 10 hour shift
 - 11 ½ hours between each 12 hour shift

Maintenance - due to the nature of the position, no specific number of hours off between shifts is required. All worked performed during their regular scheduled shift will be paid straight time. All work performed beyond their regular shift will be paid overtime.

- j. For Currency Exchange Part time Employees, the Employer will endeavour to equitably distribute among readily available and qualified part-time currency exchange employees opportunities for hours of work that may be available for part-time currency exchange employees. Part-time currency exchange employee refusals, acceptances and hours worked are to be logged as running totals on a yearly calendar, made accessible to all Part-time currency exchange employees to determine ongoing equitable distribution of such hours of work. This provision will not apply to or take into consideration exchange of shifts or "give away shifts" between Part-time currency exchange employees.

OVERTIME MEALS

- a. Short Notice Meals
 - An employee who is called in with less than one hour's notice and overtime does not apply would be eligible for the appropriate meals.
- b. Overtime Meals
 - When an Employee is required to work overtime two or more hours beyond their normal working time, they would be eligible for an overtime meal.
 - An Employee who is called in on overtime, with less than one hour's notice and is required to work until their regularly scheduled shift, would be eligible for appropriate meal (s).
 - When an Employee is required to work on their day off with less than one hours notice they will be eligible for an appropriate number of overtime meals.
 - To obtain a meal the Employee would go to an appropriate local restaurant. Employees would order a normal meal for that time of day. The Employee should pay the bill and return the receipt to the Department Manager for approval.

- c. Snow Removal Meals
- When called in before their regularly scheduled work day, an employee is eligible for both breakfast and lunch. If required to work two or more hours beyond their normal working time, they would be eligible for dinner. If an employee is required to work on their day off, they will be eligible for the appropriate meals during which they are required to work.
 - To obtain a meal the Employee would go to an appropriate local restaurant. Employees would order a normal meal for that time of day. The Employee should pay the bill and return the receipt to the Department Manager for approval.

ARTICLE 19 - WAGES

- *Five year Term. November 7, 2014 to November 6, 2019*
- *All of the terms and provisions of the Collective Agreement shall be applicable and effective from date of ratification save and except for wages increases which are to be retroactive to November 7, 2014.*
- *Across the board wage increase to current base rates as set forth in the expired Collective Agreement as follows:*
 - *November 7, 2014 - 1.25% wage increase for all classifications to existing wages rates as set forth in expired Collective Agreement;*
 - *November 7, 2015 - 1.5% wage increase for all classifications to the then existing wage rates;*
 - *November 7, 2016 -1.5% wage increase for all classifications to the then existing wage rates;*
 - *November 7, 2017 -1.5% wage increase for all classifications to the then existing wage rates;*
 - *November 7, 2018 -2.0% wage increase for all classifications to the then existing wage rates;*

REVISED EMPLOYER PROPOSAL

- (a) See Schedule "A" for wage rates for term of Collective Agreement.
- (b) All Employees will be hired at "C" rate, will be increased to "B" rate after 3 months and increased to "A" rate after an additional 9 months.

- (c) New Employees hired after November 1, 2007 will be paid an hourly wage rate of 75% of the hourly wage rate paid to those Employees hired prior to November 1, 2007 and will progress through the wage grid on the basis of 75% of such wage rate. This provision will not apply to those part time Employees that had been hired prior to November 1, 2007 and who become full time Employees.

ARTICLE 25 - BEREAVEMENT LEAVE

- a. All Employees *shall be entitled to a bereavement period of five (5) consecutive days off with pay at eight hours per day which must be taken within a six month period after the date of death* in the event of the death of a spouse, parent, child, *(including child of common law partner)* grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, step-parent, step-child, step-grandparent, step-grandchild, step-brother, step-sister, parent-in-law or ward of the employee.
- b. *Two (2) consecutive days* off with pay will be granted for attendance at the funeral of a brother-in-law, sister-in-law, aunt and uncle.
- c. Common law and same-sex equivalents will be recognized for equal treatment under this provision.

REVISED EMPLOYER PROPOSAL

ARTICLE 28 -TERM

The term of the Collective Agreement shall be from November 7, 2014 to November 6, 2019. However, the terms and provisions of the Collective Agreement shall only be binding and effective from the date of ratification until November 6, 2019 save and except for wage increases which are retroactive to November 6, 2014.

Should either party hereto desire to make at the conclusion of this Agreement a different Agreement, in substitution therefore, that party shall notify the other party thirty (30) days prior to the termination date of agreement.

NEW XX - LEAVES OF ABSENCE

- a. Personal Leave of Absence

Employees who have acquired seniority may be granted a Leave of Absence without pay provided the Employer is given at least four (4)

weeks' notice of such request. At least one (1) full year must elapse between requests for Leave of Absence by the same employee. The Employer may waive the time limits for requests. Vacation, sick or personal days will not accrue or accumulate during the period of a personal leave of absence.

b. Education Leave

Employees who have a least two (2) years seniority may be granted an Education Leave without pay at the discretion of the Employer. The Employee must provide the Employer with notice of intention to apply for Education Leave at least six (6) months in advance of the beginning of the Education Leave and formal application for Education Leave must be made at least three (3) months in advance of the beginning of the Education Leave. The Employer may, at its sole discretion, waive the time limits for requests. Vacation, sick or personal days will not accrue or accumulate during the period of the Education Leave.

c. Training and Development Leave

The Employer agrees that it will endeavour to continue its practice of providing staff training and development in accordance with its policy in that regard.

d. Union Leave of Absence

The Employer will grant a leave of absence to not more than three (3) employees at any one time (provided that a Union Steward will always be available in the workplace and not more than one from a classification from the bargaining unit for the purpose of attending union business, to a maximum of thirty (30) days total for the bargaining unit. The Employer shall be given fourteen (14) days' notice in writing prior to the commencement of the function for which leave is requested and which request shall not be unreasonably denied. Requests shall state the general nature of the function. The Employer shall not incur any cost whatsoever as a result of such permission being granted. The Employee shall not suffer any loss of rights formerly enjoyed before such leave was granted. Where such leave has been granted, the Employer will continue to pay such employee his/her regular wages and benefits. The Employer will bill PSAC monthly for 100% reimbursement by PSAC for the wages and benefits paid to such members. The Union will remit payment within 15 days of receiving the invoice from the Employer.

e. Compassionate Care Leave

Will be granted in accordance with legislative provisions or any Federal Bridge Corporation Limited Policy in that regard; whichever provides the

greater benefit.

f. Jury Duty Leave

Will be granted in accordance with any Federal Bridge Corporation Limited Policy in that regard.

g. Pregnancy and Parental Leave

Applicable to full time and part time employees

- i. Pregnancy Leave and Parental Leave will be granted in accordance with the provisions of the Canada Labour Code and the Employment Insurance Act.
- ii. An employee who is on pregnancy leave or parental leave and who is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance pregnancy benefits during her leave and any other earnings.

Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifty-two (52) weeks for a pregnancy or parental leave. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

This provision only applies to employees who have completed their probationary period prior to the commencement of the pregnancy or parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

REVISED EMPLOYER PROPOSAL

h. Discretionary Leave

An employee may be granted leave of up to five (5) days with pay in a calendar year for specific personal reasons. There is no carry over to the following year or any pay out of any unused Personal Days. An Employee may be granted such Personal Days provided:

- a. the employee makes a formal request in writing in a form to be supplied by the Employer;
- b. the employee has a satisfactory work performance and no discipline on file;
- c. the employee outlines the reason for the request;
- d. the day(s) requested does not conflict with the operational needs of the Employer.