

# Collective Agreement Between

Strait crossing bridge LTD SCBL

and

Construction and general Laborers and  
General Workers in Construction  
Industrial and Commercial Local Union No  
1077

Begins:  
30/Apr/2000

Terminates:  
31/Dec/2003

10550 (02)  
Source: Company  
Employees: 40  
Received by: pg  
Date: 20/11/2009  
Coded by:  
Wages:

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## ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, provide machinery for prompt settlement of grievances and establish and maintain satisfactory working conditions, hours of work, wages and benefits for those Employees covered by this Agreement.

## ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer engaged in the operation and maintenance of the Confederation Bridge as per the Employer's Contract for the operation and maintenance of the Confederation Bridge, save and except but not limited to the General Manager, Executive Secretary, Accountant, Maintenance Manager, Assistant Maintenance Manager, Administration and Finance Manager, MIS Manager, and Bookkeeper.

## ARTICLE 3 – UNION SECURITY

- 3.01 It shall be a condition of employment for all recognized Employees as defined in Article 2 hereof to become a member of the Union within seven (7) days of being hired and to be a member and maintain membership in good standing in the Union at all times.
- 3.02 The Employer agrees to deduct, on a bi-weekly basis, from the gross bi-weekly wages of each Employee coming under the terms and conditions of this Agreement, the amount of the Union dues (including any initiation fees) as stated to the Employer in writing from the Union and to send the monies so deducted to the Union. Union dues shall be per month. Increases in Union dues may be designated by the Union and the Employer shall be advised of any such increases in writing from the Union at least fifteen (15) days prior to the effective date of the increase.
- 3.03 The amounts so deducted shall be remitted by the Employer to the Union at the Union's address on file, within fifteen (15) days of the month following the month in which the deductions are made, together with a list of all Employees on whose behalf such deductions have been made.

- 3.04 The Business Representative of the Union shall, after notifying the Employer Representative, be allowed to visit the Employer's premises for the purposes of conducting Union business, provided any such visit shall not disrupt the normal work routine or operation.
- 3.05 Only one (1) Union Steward will be recognized by the Employer on the job at any one time, one in respect of the Employer's maintenance operations and another in respect of its other operations, and he/she shall be a working Steward. The Union will notify the Employer in writing of the names of the Union Stewards and any changes thereto by reference to and for maintenance operations and to and for other operations.
- 3.06 If it is necessary for the Union Steward to leave his or her work for any proper Union business, he/she must first obtain permission from his/her Supervisor. Considering the circumstances existing at the time, such permission will not be unreasonably withheld. The Union Steward shall assist the Employer and the Union members in carrying out the provisions of this Agreement.
- 3.07 The Employer will notify the Union, in writing, upon any termination of employment of the Union Steward. The Union Steward shall not be discriminated against and will, at all times, be given preference of continued employment, provided there is work available for which he/she is qualified.
- 3.08 It will be the duty of the Union Steward to protect the interest of the Employees and the Union and to assist in the processing of grievances. The Employer shall provide a copy of any written correspondence between the Employer and the Union to the Union Steward for maintenance or to the Union Steward for other operations, as the case may be. Under no circumstances shall the Union Steward make any arrangements with the Employer or any Employer Representative that will change or conflict in any way with any section or article of this Agreement.
- 3.09 One (1) member of the Union, duly authorized in writing by the Union, will be granted a leave of absence with pay to attend Labour Conventions, Congresses or other authorized Union business for a reasonable period of time. The request for such leave of absence will be forwarded to the Employer by the Union at least one (1) month prior to the commencement of the leave. The Employer shall bill the Union for these wages and be reimbursed for same. The Employer shall

not charge an administrative fee for this reimbursement. A labour burden will be included in the cost billed to the Union.

#### **ARTICLE 4 – STRIKES AND LOCKOUTS**

- 4.01 It is agreed by the Union that there shall be no strikes, stoppages or other slow-downs of work, walk-outs, or any other interference of any nature or kind whatsoever with the Employer's operations or work for any reason whatsoever. It is further agreed that the Employer shall have the right to discharge, terminate, dismiss or otherwise discipline Employees who take part in or instigate any activities prohibited herein, and following such internal review as the Employer considers appropriate, the Employer's right to so discharge, terminate, dismiss or otherwise discipline Employees shall be with immunity and without any recourse by the Union or any Employee to the grievance and arbitration procedures set forth herein.
- 4.02 The Union agrees and recognizes the right of the Employer to maintain any and all causes of action it may deem appropriate against the Union for any and all damages, if the Employer, may incur directly or indirectly as a result of any strike, stoppage or other slow-down of work, walk-out or any other interference of any nature or kind whatsoever with the Employer's operation or work.
- 4.03 The parties hereto acknowledge and agree that the Employer's operations and business in connection with the Confederation Bridge represent an essential service to the people of Prince Edward Island, and is legislated as part of the constitutional entitlement of the Province of Prince Edward Island recognized implicitly at the time of Prince Edward Island's entrance into Confederation.
- 4.04 The parties hereto further acknowledge and agree that, as such an essential service, and in order to prevent any immediate or serious danger to the safety or health of the public, all Employees recognized under and subject to this Agreement are essential and required for the continuous supply and operation of all services and facilities in connection with the Confederation Bridge.

**ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 The Union recognizes, subject to Article 11, and acknowledges that it is the exclusive function and responsibility of the Employer to manage its operations and to direct its working forces and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules, regulations, policies and practices to be observed by its Employees and to discipline and discharge Employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall or retire Employees and reserve the right to select all employees for positions in the bargaining unit;
- (c) establish and administer tests including health examinations for the purpose of assisting the Employer in determining an Employee's qualifications and to require medical examinations for health and safety reasons, to support a benefit or safety claim under this Agreement or pursuant to any insurance policies maintained by the Employer;
- (d) determine the location, expansion, curtailment or schedule of operations, number of shifts, job content, quality and quantity standards and the establishment of work or job assignments, determine the qualifications of any employee to perform any particular job, the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, to change or discontinue existing tools, equipment, machinery, methods or processes, to decide on the number of Employees needed by the Employer at any time, and when (if at all) overtime shall be worked and to prepare and maintain at its discretion an on-call and/or roster list.

5.02 The Union further recognizes and acknowledges that management functions and rights shall not be limited in any way, save and except as explicitly provided for by the terms of this Agreement.

5.03 It is mutually agreed that the Employer has the right to hire and employ outside the bargaining unit established by this Agreement such personnel as may be required, without regard to

seniority. If any vacancy occurs or a new position is created within such bargaining unit, the Employer shall post a notice of the position in the workplace for a minimum of five (5) days before any advertisement of such positions outside of the workplace, to enable Employees to apply for that position.

- 5.04 The Employer may, at its discretion, provide training assistance, facilities and instruction for or in conjunction with any post-secondary educational institution to any students of such post-secondary educational institution. Notwithstanding this provision, students may be employed on a casual basis, provided no employees covered by this Agreement on lay-off are available for work. Any student hired shall be paid wages at such rate as the Employer may in its discretion determine; provided that any student hired for a summer employment term shall be returning to a post-secondary educational institution following the summer employment period, between May 1 and Labour Day in any given year. Any student employed outside of this period will only be with the consent of the Union.

#### **ARTICLE 6 – SUBCONTRACTING**

- 6.01 The Employer may at its discretion subcontract work under its contract for the operation and maintenance of the Confederation Bridge.

#### **ARTICLE 7 – WAGES**

- 7.01 The Employer agrees to pay wages according to the classifications of wage rates as set forth in the attached Wage Classifications. Effective January 1, 2001 and on January 1<sup>st</sup> of each year during the term of this Agreement, the wage rates will increase by the amount as determined by the cost of living allowance adjustment as calculated in Article 7.03.
- 7.02 Wages earned by an Employee shall be paid bi-weekly in arrears, by direct deposit via electronic bank transfer to such participating banking or financial institution as each Employee shall direct the Employer in writing. Each Employee shall receive bi-weekly a statement identifying the Employee and setting out the number of regular hours worked, overtime hours, amount of vacation and holiday earned, and other deductions authorized hereunder or by law. In cases

where an Employee is regularly scheduled to work 12-hour shifts (save and except seasonal scheduling), wages earned will be averaged over the **bi-weekly** pay period such that the **bi-weekly** payment will be on the basis of a 40-hour work week regardless of the number of hours actually worked in the week.

- 7.03 Beginning January 1, 2001, in the event a cost of living allowance adjustment under Article 7.01 is applicable, this cost of living allowance adjustment shall be made on or before February 1<sup>st</sup> of each year of this Agreement to which it applies, retroactive to January 1<sup>st</sup> of that year. This cost of living allowance adjustment will be based on the increase of the previous twelve (12) months of the "All-Items Consumer Price Index for Canada (not seasonally adjusted)" published by Statistics Canada, January 1<sup>st</sup> to December 31<sup>st</sup> annually, compared to the same Consumer Price Index for Canada as published by Statistics Canada one year earlier. The 1992 = 100 Index shall be used.
- 7.04 All overtime shall be paid at the regular wage rate only, times 1.5, and there shall be no overtime rate applicable to vacations, holidays, group benefits or pensions.

#### **ARTICLE 8 – REPORTING TIME AND CALL IN**

- 8.01 An Employee who reports for work as usual, or is called in, and for whom no work is available, shall, unless they have received at least two (2) hours prior notice, receive a minimum of two (2) hours pay at the Employee's regular rate of pay.
- 8.02 The Employer shall maintain a list of Employees who have expressed their willingness to be called in for extra work at times other than their regular work schedule. Employees on such a list may be called in for work at the Employer's discretion from time to time without regard for seniority. Any Employee who does not accept an offer for extra work on three (3) successive occasions, for any reason whatsoever, shall have their name removed from the call-in list and not be permitted to have their name added to the list again until sixty (60) days after the date from when it was removed. This list shall include the names of any Employee designated as part-time, on-call and **full** time, in that order for preference of being called in for extra work.



8.03 An Employee who is called in for an emergency purpose will be paid a minimum of two (2) hours pay at the Employee's regular rate of pay and will be paid mileage expenses to and from the Employee's home at the rate of \$0.35 per kilometer.

### **ARTICLE 9 – HOURS OF WORK**

9.01 The work schedule shall be for a continuous operation, seven (7) days per week, twenty-four (24) hours per day.

9.02 Subject to any applicable law or regulation, the regular work schedule shall be based on forty (40) hours per week, eight (8) hours per day, and any variation thereof shall be subject to mutual agreement and be in compliance with the Canada Labour Code. Each Employee shall be entitled to a break of ten (10) minutes in the first half of the shift, and a break of ten (10) minutes in the second half of the shift, as well as an unpaid one-half hour (30 minutes) for a meal; such breaks to be scheduled at the Employer's discretion. The unpaid meal period for employees scheduled to work twelve (12) hour shifts shall be thirty-six (36) minutes. If the meal period is taken at a location other than the Employee's place of work, the Employee will notify the Bridge Control Centre of his/her location in the event of an emergency occasion arising. If the Employer requires or requests any Employee to work during their unpaid meal period so that the meal is not or cannot be taken, such work during the meal period shall be paid at the Employee's overtime wage rate.

9.02A Notwithstanding any other provision of this Article 9, the Employer shall be permitted to schedule and to extend the regular shift for any Employee up to a total of twelve (12) hours per day in order to ensure the continuous operations or any necessary repair and maintenance of the Confederation Bridge. An Employee who works in excess of eight (8) hours per day to carry out such repair or maintenance may have the time so worked credited to the Employee as time to be taken *off* in lieu of overtime in accordance with Article 9.04.

9.03 The maximum hours of work for an Employee in any day or week may be exceeded to such extent as may be necessary to prevent serious interference with the ordinary working and operations of the Confederation Bridge if there is any:

- (a) accident to machinery, equipment, bridge facilities or persons;
- (b) urgent and essential work to be done to machinery, equipment or bridge facilities; or
- (c) other unforeseen or unpreventable circumstances.

9.04 Subject to any applicable law or regulation, any Employee who is assigned extra work and works hours in excess of the maximum standard hours per shift, or who works on the Employee's scheduled day off, shall be paid at the overtime wage rate or shall be entitled to time off in lieu equivalent to the overtime rate; provided that if any Employee decides to take time off in lieu of payment for overtime, the Employee's time off in lieu shall be taken only at such time as the Employer may in its discretion determine. Lieu time accumulated in one calendar year will be taken by December 31 of the following year or be paid to the Employee at the Employee's regular rate of pay when the lieu time was accumulated.

9.05 Nothing in this Article shall restrict or prohibit the Employer from seeking or obtaining such permits, orders or other exemptions from the Canada Labour Code or any other applicable federal law or regulation as may be necessary or required by the Employer in respect of hours of work for Employees in connection with the operation of the Confederation Bridge.

9.06 The Employer shall be entitled to designate, establish, and schedule, from time-to-time, on-call or part-time requirements for certain positions, including the hours of work for any such position. The Employer shall give an on-call Employee as much notice as possible, given the circumstances at the time; to report for work, including the hours of work for such status. Employees designated as part-time, or on-call shall pay Union dues and the Employer shall make contributions for the group and pension benefits of such Employees proportionate to the number of hours worked.

9.07 Nothing in this Agreement shall be construed or considered to be a guarantee or commitment whatsoever, to provide an Employee with any work or hours of work on a daily, weekly, monthly or yearly basis.

9.08 Employees may, on not more than one occasion per month, initiate and make prior arrangements to exchange one shift with another Employee, subject always to the approval of the Manager in charge of their shift. The request must be presented in writing to such Manager at least twenty-

four **(24)** hours prior to the exchange and in no case whatsoever shall any such arrangement result in the payment of any overtime to any Employee. An Employee who swaps any shift shall be paid only for the actual number of hours worked during the applicable pay period, regardless of when the shift swap is completed.

#### **ARTICLE 10 – HEALTH AND SAFETY**

- 10.01 The Employer shall supply approved safety equipment as necessitated by any applicable law or governmental authority having jurisdiction at no charge to the Employee. Tools, safety equipment and other attire furnished by the Employer shall be the responsibility of the Employee, subject to normal wear and tear, and shall be returned on termination of employment or for replacement. The Employer may, at its discretion, require and direct Employees to wear uniforms or attire while at work.
- 10.02 Intentionally Left Blank
- 10.03 The Employer shall take all reasonable precautions to protect the health and maintain the safety of all Employees during work hours. Employees shall comply with all safety rules provided in the Canada Labour Code, and as may be established by the Employer from time to time.
- 10.04 ~~All~~ accidents and injuries shall be reported to the supervisor immediately after the occurrence, when physically possible.
- 10.05 All required safety equipment shall be used or worn at all times as a condition of employment.
- 10.06 An Employee injured while performing work for the Employer shall not suffer wage loss for the day of the accident, if on medical advice they are sent home, to a hospital or for medical aid.
- 10.07 Safety items issued to an Employee and signed for on the appropriate form, must be returned to the Employer on termination. The replacement cost of non-personal safety items may be borne by the Employee if not returned. Deductions for same will be made from the last pay due.

## **ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 11.01 The Employer and the Union agree that the prompt adjustment and settlement of grievances is essential. Should any disagreement arise between the Employer and the Union, in the interpretation and application of the terms of this Agreement, there shall be no interruption of operations or work in any manner whatsoever, and every effort shall be made to settle the matter as soon as possible in accordance with the grievance procedure outlined herein.
- 11.02 When the Employer, or an Employee who has been employed for more than three (3) continuous months, alleges that there has been a misinterpretation or a violation of any term of this Agreement, an Employer's Representative, or the Union Representative on behalf of the aggrieved Employee (as the case may be), shall discuss the matter with the Employer Representative or the Union Representative (as the case may be), within seventy-two (72) hours from when the alleged misinterpretation or violation occurred. The Employer Representative, or the Union Representative (as the case may be), shall give a decision thereon within seventy-two (72) hours of the time that the grievance was first referred to him or her.
- 11.03 If the matter in complaint is not decided by the Employer Representative or the Union Representative (as the case may be) to the satisfaction of the complainant, whether it be the Employer or the Employee, the matter shall be submitted in writing to the Employer Representative or the Union Representative (as the case may be), or in his or her absence it shall be submitted to the person charged with his or her authority, who shall meet with the Employer Representative or the Union Representative (as the case may be) and give his or her decision within five (5) days or such longer time as may be agreed upon by the parties in writing.
- 11.04 Failing a satisfactory resolution or adjustment of the grievance complaint within fifteen (15) days of the alleged misinterpretation or violation occurrence, then either party may within the following fifteen (15) days refer the matter to arbitration.
- 11.05 For purposes of any arbitration proceeding hereunder, the parties hereto acknowledge and agree that one of the following individuals (or replacements as agreed to by the parties from time to time) shall be selected from time to time, on a rotating basis in the order set forth below, to hear and decide the matter in dispute:

1. M. Lynn Murray
2. Aiden Sheridan
3. \_\_\_\_\_

11.06 The parties shall bear equally the cost of the Arbitrator.

11.07 The Arbitrator, within fourteen (**14**) days of the completion of the Arbitration hearing (or such other period of time as may be required by law), shall make his or her decision and/or award in writing and deliver such decision or award to each of the parties concerned. The decision shall be final and binding upon all parties concerned.

11.08 It is understood that the Arbitrator shall be able to interpret and apply this Agreement, and that he or she shall deal only with the specific questions as submitted and shall have no power to alter, add to or amend this Agreement.

11.09 Saturdays, Sundays and Statutory Holidays shall not be included in any time limits of this Article 11.

**ARTICLE 12 – VACATIONS AND HOLIDAYS**

12.01 During the period that this Agreement is in force, the following nine (**9**) days shall be recognized and observed as Designated Holidays in connection with the continuous operation of the Confederation Bridge:

- |                |                  |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Labour Day     |                  |

12.01A Any Employee scheduled to work on Easter Sunday will receive payment at the overtime rate in addition to their regular rate of pay, for the hours worked on that day.

12.02 For Employees scheduled to work an eight (**8**) hour shift: Employees required to work on a Designated Holiday shall be paid for the hours worked on the Designated Holiday, plus overtime

at the rate of 1.5 times the regular rate of pay for the hours worked. Employees not required to work on a Designated Holiday will be paid for eight (8) hours at their regular rate of pay. Such holiday pay shall be paid in arrears with the Employee's regular wages for the pay period immediately following the Designated Holiday.

12.02A ~~For~~ Employees scheduled to work a twelve (12) hour shift: Employees required to work on a Designated Holiday shall be paid eight (8) hours for the Designated Holiday (included in the averaging of the wages as set out in Article 7.02), plus overtime at the rate of 1.5 times the regular rate of pay for the hours worked. Employees not required to work on a Designated Holiday will be paid for eleven (11) hours and twenty-four (24) minutes at their regular rate of pay. Such holiday pay shall be paid in arrears with the Employee's regular wages for the pay period immediately following the Designated Holiday.

12.03 Vacation pay shall be paid to each employee in the pay period when the vacation is taken at the Employee's regular wage rate, in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Entitlement</u>
1 to 4 calendar years	Maximum 2 weeks (4%)
5 to 19 calendar years	Maximum 3 weeks (6%)
After 20 calendar years	Maximum 4 weeks (8%)

12.04 An employee shall be granted vacation based on the number of years employed to the maximum levels set forth in the above schedule. Each employee is expected to take his/her full vacation entitlement for each year worked, and any vacation entitlement must be taken during the twelve (12) months next following the period during which it was earned. Vacation entitlements shall not be carried forward beyond such twelve (12) months and shall be paid if not used.

12.05 Approval by the Employer of any vacation will be granted or denied as soon as possible after the Employee has made his or her request. Any request for vacation leave shall be made at least one (1) month prior to the request for such leave, if the vacation request is for five (5) or more continuous working days, or shall be made at least one week prior to the request for such leave in any other instance.

### **ARTICLE 13 – GROUP BENEFITS**

- 13.01 The Employer will contribute to group benefits for each Employee who has been employed for at least three (3) continuous months, in accordance with the terms of the SCBL Group Benefit Plan, effective April 30, 2000 and as amended from time to time. The cost of such benefits shall be paid by the Employer at the rate of ninety cents (\$0.90) per hour to be paid on regular hours worked by any Employee, including any Employee who is on the on-call or part-time list referred to in Article 8.02. On each anniversary date of this Agreement, the Union shall advise the Employer in writing of the total or actual cost of such benefits to the Union and if such cost is less than ninety cents (\$.90) per hour as aforesaid, the Employer shall remit the amount of the difference between (a) such cost and (b) ninety cents (\$.90) per hour to a joint bank account in respect of which the Employer and Union shall be joint and not several signatories. Monies in such bank account will not be distributed or expended except in such manner as the Employer and the Union shall agree at the time of such distribution or expenditure. The Employer's cost under this Article shall not increase during the term of this Agreement.
- 13.02 Any benefits available to Employees who have completed at least three (3) months continuous service hereof will terminate upon an Employee's retirement, termination from employment, or as may otherwise be stipulated or provided by the applicable Group Benefit Plan.
- 13.03 The Employer's only obligation and responsibility in respect of any such group benefits provided to Employees shall be only to remit to the insurer the Employer's contributions as defined in Article 13.01. The parties acknowledge and agree that if any third party insurer rejects or denies an Employee's claims for the benefit of any group policy, there shall be no recourse to the grievance and arbitration procedure set forth herein.
- 13.04 The Union will provide for a Long Term Disability benefit for each Employee who has been employed for at least three (3) continuous months in accordance with a Plan to be obtained and administered under the authority of the Union. The cost of such benefits shall be paid by the Employee. Any benefits available to Employees under this Article 13.04 will automatically terminate upon an Employee's retirement, termination from employment, or as may otherwise be stipulated or provided by the applicable Plan. The Employer's only obligation and responsibility in

respect of benefits under this Article 13.04 shall be only to deduct the cost of the benefits from the **bi-weekly** payment due to the Employee and to remit the amount of such deduction to the insurer under the Plan. On each anniversary date of this Agreement, the Union shall advise the Employer in writing of the total or actual cost of such benefits, and if such cost is less than the amount deducted and remitted to the insurer, the Employer shall remit the amount of the difference between (a) such cost and (b) the amount deducted from the Employees to a joint bank account in respect of which the Employer and Union shall be joint and not several signatories. Monies in such bank account will not be distributed or expended except in such manner as the Employer and the Union shall agree at the time of such distribution or expenditure. The parties acknowledge and agree that if any third party insurer rejects or denies an Employee's claims for the benefit under the Plan or this Article 13.04, there shall be no recourse to the grievance and arbitration procedure set forth herein.

#### **ARTICLE 14 – PENSION**

- 14.01 The Employer shall contribute to a Fund for each Employee who has been employed for at least three (3) continuous months in accordance with the terms of the Registered Retirement Savings Plan obtained by the Employer and maintained by a Trustee on behalf of the Employees. The Employer's cost of such contributions to the Employee's Registered Retirement Savings Plan per employee shall amount to five and one-half per cent (5.5%) of the hourly wages paid in respect of only regular hours, for hours actually worked by any Employee, including any Employee who is on-call or part-time. The Employee's cost of such contributions to the Employee's Registered Retirement Savings Plan per employee shall be determined by the Employee as a percentage of the hourly wages paid in respect of only regular hours, for hours actually worked by an Employee, including any Employee who is on-call or part-time.
- 14.02 Any benefits to which an Employee may be entitled, and who has completed at least three (3) months continuous service shall be earned, vested, paid out or otherwise dealt with as provided for in the terms of the Employee's Registered Retirement Savings Plan maintained by a Trustee on behalf of the Employees.



14.03 The Employer's only obligation and responsibility in respect of any such Employee's Registered Retirement Savings Plan shall be only to remit, to the appropriate Trustees of the Registered Retirement Savings Plan, the Employer's contributions as defined in Article 14.01; and, to deduct from the Employee's bi-weekly wages the amount equal to the Employee's contributions as defined in Article 14.01 and remit these amounts to the appropriate Trustees of the Registered Retirement Savings Plan.

#### **ARTICLE 15 – DISCIPLINE**

15.01 An Employee who commits offences while at work, such as (but not limited to) intoxication, insubordination, theft, false reporting of time, consistent absenteeism, physical altercation, or violation of a confidentiality agreement or the Employer's internet agreement shall be subject to dismissal. In circumstances where dismissal is not deemed appropriate by the Employer, other disciplinary measures, at the discretion of the Employer, may be administered.

15.02 Employees who may be dismissed, suspended, demoted, placed on disciplinary probation, reprimanded, discharged or otherwise disciplined by the Employer shall be advised by the Employer of the cause for the same in writing, and may present an argument with the support of the Union Steward if he/she so desires.

15.03 Dismissal notices are to be signed by the Employer's Representative with a copy thereof provided to the Union.

#### **ARTICLE 16 – LEAVES OF ABSENCE**

16.01 Only in extraordinary circumstances, and only after an Employee has used any and all unused vacation entitlement, will the Employer grant the Employee a leave of absence without pay. Any leave of absence granted under this Article shall require prior approval of the Employer.

16.02 It is the responsibility of an Employee to ensure that any leave of absence requested has been pre-authorized. In the case of an emergency situation, if prior authorization of the leave of absence is not possible, it is the responsibility of an Employee to contact the Employee's supervisor as early as practicable to inform the supervisor of the circumstances requiring the

leave of absence; and upon being informed of the request for a leave of absence, such supervisor shall determine whether the leave is to be authorized or unauthorized, and whether the leave shall be paid or unpaid.

- 16.03 The Employer will grant paid bereavement leave to an Employee, up to a maximum of five (5) days, upon the death of the Employee's spouse (or common law spouse) or child (or step child), up to a maximum of three (3) days upon the death of the Employee's parent, brother, sister, parent-in-law or spouse of parent-in-law, and up to a maximum of one (1) day upon the death of the Employee's brother-in-law, sister-in-law or grandparent. Paid bereavement leave must be used at the time of the funeral and is in addition to any scheduled day or time off.
- 16.04 An Employee is entitled to a leave of absence with pay for any authorized jury duty or as a subpoenaed witness to a Court of law dealing in a case other than that in which the Employee is a party. Any Employee required to report for jury duty or as a subpoenaed witness must notify the Employee's supervisor as soon as possible, and shall be required to produce evidence that the Employee is required for jury duty or a copy of the subpoena as a witness. Upon return to work from such leave of absence, the Employee must reimburse the Employer for the amount of Court pay received, if any, and submit the jury or witness pay slip as verification.
- 16.05 Any Employee who is unable to attend work due to illness or a non-work related accident is entitled to an unpaid leave of absence upon providing notification to his/her supervisor of his/her inability to report to work. Any such absence which lasts longer than seventy-two (72) hours shall require appropriate medical certification, and any Employee who is absent for ten (10) consecutive working days due to illness or accident will be required to provide medical certification to support such leave of absence at all such times as the Employer may reasonably require. Upon return to work from such unpaid leave of absence, the Employee will be required to provide satisfactory medical documentation which certifies that the Employee is fit to return to work.

## ARTICLE 16A – PERSONAL LEAVE DAYS

- 16A.01 The Employer agrees to grant each Employee who has been employed for three (3) or more consecutive months of continuous employment paid personal leave, without loss of other benefits, equal to three (3) working days during each calendar year; such leave shall be in addition to and not in substitution for any other paid or unpaid leave of absence authorized or contemplated by this Agreement and may be utilized by the Employee to cope with sickness, domestic contingencies, personal emergencies or any other situation affecting the Employee and may only be utilized in increments of no less than one half (1/2) day.
- 16A.02 Any Employee who has not utilized all of his or her three (3) working personal leave days during the calendar year shall be entitled to receive and shall be paid a bonus equivalent to the Employee's regular wage rate for each day of personal leave not utilized during such calendar year. There shall be no payment for any part or portion of any working day utilized as a personal leave day, and the Employer agrees to make any payments in respect of an Employee's unused personal leave days in the first pay period of the next year.
- 16A.03 No Employee shall be entitled to accumulate any personal leave days from one calendar year to the next. All personal leave days shall be utilized by each Employee during each calendar year, and any such personal leave day not so utilized shall be paid to the Employee as stated in Article 16A.02.
- 16A.04 Whenever possible, an Employee who wishes to utilize any personal leave day for whatever reason shall provide the Employer with not less than twelve (12) hours' notice of the Employee's desire to utilize a personal leave day.

## ARTICLE 16B – MATERNITY LEAVE

- 16B.01 Every Employee who has completed six (6) consecutive months of continuous employment with the Employer, and who provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11)

weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

16B.02 An Employee intending to take a leave of absence from employment under this Article 16B shall give at least four (4) weeks notice in writing to the Employer; unless there is a valid reason why such notice cannot be given, and inform the Employer in writing of the length of leave intended to be taken.

16B.03 An Employee who intends to take or who is on a leave of absence from employment under this Article 16B, shall give at least four (4) weeks notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why such notice cannot be given.

16B.04 An Employee who takes a leave of absence from employment under this Article 16B is entitled to be reinstated in the position that the Employee occupied when the leave of absence from employment commenced, unless the Employer, for any valid reason cannot do so, in which case the Employer shall reinstate the Employee in a comparable position with the same wages and benefits.

16B.05 Any group or pension benefits of an Employee who takes a leave of absence from employment under this Article 16B shall accumulate during the entire period of the leave.

#### **ARTICLE 17 – WORK ASSIGNMENT AND RE-ASSIGNMENT**

17.01 The Employer has the right to assign and re-assign work outside an Employee's job or classification on a temporary basis of not more than one (1) week in duration at a time, without the Employee or the Union having any recourse to the grievance and arbitration procedure set forth herein. If the Employee is assigned or re-assigned to work outside his/her job or classification on a temporary basis the Employee shall be entitled to remuneration at the rate applicable to the job or classification he/she is temporarily fulfilling or his/her regular rate of remuneration, whichever rate is higher.

17.02 If an Employee is assigned or re-assigned from his/her classified job to another job, on a temporary basis, for the purpose of gaining job experience or to qualify for another job, the



Employee shall be entitled to receive his/her regular rate of remuneration and not any higher rate of wages which may be applicable.

- 17.03 Each Employee covered by this Agreement shall be employed on a probationary basis for the first three (3) months following the date of hire, and during such probationary period of three (3) months, the Employee shall be paid the wages in accordance with the attached Wage Classification schedule and shall not be entitled to any group benefits or make any complaint or grievance in accordance with the grievance and arbitration procedures as set forth herein. Upon completion of such initial probationary period of three (3) months, the Employer shall conduct a performance review of the Employee's qualifications and abilities and following such performance review, the Employer, in its discretion, shall determine if the Employee will continue to be retained as an Employee. An Employee retained, following completion of the probationary period, shall be entitled to all the wages, benefits and obligations as set forth in this Agreement.
- 17.04 No Employee shall be entitled to progress, promotion or advance to any higher wage rate of pay, except for any increases in pay as set out in Article 7, unless and until the Employer has conducted such performance reviews, tests, training or other instructions as the Employer may consider necessary or appropriate, in the Employer's absolute discretion.


#### **ARTICLE 18 – DURATION AND TERMINATION**

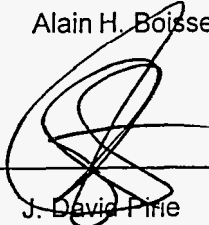
- 18.01 This Agreement shall be in effect as of the 30<sup>th</sup> day of April, 2000, to and including the 31<sup>st</sup> day of December, 2003, and may be assigned by the Employer to any other person or persons without any consent or concurrence by the Union to such assignment.
- 18.02 Upon expiry of this Agreement and provided the parties have entered into good faith bargaining and negotiations toward conclusion of a new Agreement, this Agreement shall continue in full force until a new Agreement is executed between the parties or until either party is in a position to strike or lockout under the Canada Labour Code, whatever event first occurs.

IN WITNESS WHEREOF the parties have hereto affixed their signatures this 4<sup>th</sup> day of May, 2000.

ON BEHALF OF THE EMPLOYER:

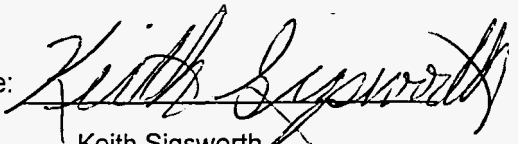
Strait Crossing Bridge Limited

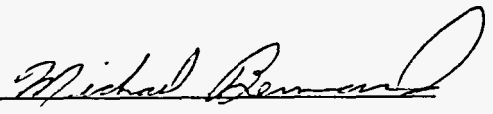
Signature:   
Alain H. Boisset

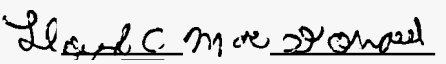
Signature:   
J. David Pirie

ON BEHALF OF THE UNION:

Construction and General Laborers' and  
General Workers in Construction,  
Industrial and Commercial Local Union  
No. 1077

Signature:   
Keith Sigsworth

Signature:   
Michael Bernard

Signature:   
Lloyd MacDonald

Wage Classifications/Rates Per Hour

Employee Classification	January 1/2000	April 30/2000	January 1/2001	April 29/2001	January 1/2002	April 28/2002	January 1/2003
Toll Collector	11.56	11.76	COLA	N/C	COLA	N/C	COLA
Bridge Patroller	12.71	12.91	COLA	N/C	COLA	N/C	COLA
Maintenance	12.71	13.64	COLA	N/C	COLA	N/C	COLA
Bridge Controller	13.73	14.57	COLA	Note 1	COLA	Note 2	Note 3
Electrician (Maintenance Base + Premium)	15.02	16.53	COLA	N/C	COLA	N/C	COLA
Senior Controller	16.90	17.10	COLA	N/C	COLA	N/C	COLA
Boom/Bucket Operator (Maintenance Base + Premium)	12.71	14.78	COLA	N/C	COLA	N/C	COLA
Secretary	11.56	11.76	COLA	N/C	COLA	N/C	COLA
Maintenance Assistant	11.71	12.64	COLA	N/C	COLA	N/C	COLA

Notes:

1. Senior Controller Rate less \$2.00/hour
2. Senior Controller Rate less \$1.50/hour
3. Senior Controller Rate less \$1.00/hour
4. Probation: Class rate less \$1.00
5. Shuttle Driver: Bridge Patroller class rate less \$1.00 (unless Bridge Patroller)
6. Bridge Controllers: Starting January 1, 2003, all controllers will be paid the same amount (i.e. the Bridge Controller rate). From January 1, 2000 until January 1, 2003, persons designated as Supervisors under the Agreement of May, 1997 will receive the Senior Controller rate, whether or not they are designated as the Senior Controller on the shift schedule. Effective January 1, 2003, the person designated as the Senior Controller on the shift schedule will receive an additional \$1.00 per hour.
7. Electrician Premium: \$2.89/hour
8. Boom/Bucket Operator Premium: \$1.14/hour
9. COLA: Cost of living allowance adjustment as determined by Article 7.03
10. N/C: No change