

Agreement made this 4th day of February 1998

BY AND BETWEEN:

Blue Water Bridge Authority

MARS 2554

Hereinafter called the Employer

- and the -

Blue Water Bridge Employees Association

Hereinafter called the Association

PURPOSE OF AGREEMENT

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Blue Water Bridge Authority and the Employees Association to set forth certain terms and conditions of employment relating to remuneration and employee benefits affecting employees covered by this agreement and will be used in conjunction with the BWBA Human Resource Policy and Procedure Manual.

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

Association means:

Blue Water Bridge Employees Association

Bargaining Unit means:

All employees of the Blue Water Bridge Authority, excluding office employees, supervisors and those above.

Employer means:

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

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ARTICLE I - RECOGNITION

- (a) The Employer recognizes the Association as the exclusive bargaining unit.
- (b) All present and future employees, in the bargaining unit, shall, as a condition of their employment become and remain members in good standing of the Association. Each employee is required to pay regular dues to the Association. The amount of these dues shall be determined by a majority of the bargaining unit. Dues for part time employees will be equal to **50%** of the full time dues schedule. The employer will deduct 1/26th of Association dues from the regular bi-weekly payroll and remit such deductions to the Association Treasurer no later than 5 business days before the end of the following month. It is up to the Association to collect dues from any member who does not receive a pay cheque at time of the deduction.
- (c) Membership in the Association will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to pay his/her yearly dues.
- (d) The Association will supply the Employer with Dues Deduction Authorization forms, which shall be signed by all present employees. New employees shall sign the form on the day he/she is hired. The Association shall save the Employer harmless from prosecution or penalty as a result of the collection of dues and their remittances to the Association Treasurer.

ARTICLE II- SENIORITY

Section 1: Seniority shall be defined as the length of continuous service with the Employer from the employee's last hiring date. Seniority shall apply to Employees division only, Toll Collectors, Maintenance Workers, Custodians, Currency Exchange Workers. 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 been employed for more than three (3) months, becomes a regular full time employee, they become eligible for the benefits on that date and that date will be their full time service date.

Section 2: The following factors shall be considered in the lay off and recalling of employees:

- (a) Seniority:
- (b) Knowledge, efficiency and ability to perform the work;
- (c) Physical fitness.

Whenever the work force shall be reduced by the Employer, the first employee laid off shall be the last employee recalled. Lay off will not be used as an alternate method for the dismissal of employees.

Section 3: The seniority of an employee shall terminate if:

- (a) The employee quits or is discharged for just cause.
- (b) The employee is laid off for more than one year.
- (c) When notified to return to work after a lay off, the employee fails to inform the Employer of his/her intent to return to work within three work days and/or to report for duty within seven (7) days of original notification by registered mail. Employees when being requested to return to work, shall be notified by registered mail at their last known address as appearing on the Employer's records.
- (d) The employee fails to report for work upon termination of a leave of absence, vacation or disciplinary lay off, with justifiable reason and/or without notifying the Employer (in writing) and the Association. Employees, when requested to return to work, shall be notified by registered mail at their last known address appearing on the Employer's records.

Section 4: Any controversy over an employee's seniority shall be subject to the grievance procedure herein provided.

Section 5: In the case of a job vacancy or newly created job, employees may apply in writing as outlined in HR Policy and Procedure 200.

Section 6: Current seniority lists will be posted by the Employer where it will be accessible to the members of the Association.

ARTICLE III - EMPLOYER RIGHTS

Section 1: The Employer reserves the right to give direction to the working force, including the right to hire, suspend, transfer, promote, 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.

Section 2: 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 shall be paid the higher rate for the time actually worked in the higher rated classification.

Section 3: The Employer shall have the right to make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement. Should the Association consider any such rule or regulation unreasonable, it may be subject to the grievance and arbitration procedure. There will be no changes to those items having been taken from the text of the agreement and now covered in Policies and Procedures without prior consultation and agreement by the Association.

Section 4: 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 Association members or for the purpose of evading the terms of this Agreement.

Section 5: 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 the Association.

ARTICLE IV -- GRIEVANCE PROCEDURE

If any differences arise hereafter between the Employer and the Association or any employee or employees as to the proper meaning or application of the terms of this Agreement, there shall be no stoppage or suspension of work on account of such differences, but such differences shall be submitted to the following grievance and arbitration procedures. An employee shall not leave his/her job to discuss any matter until the Employer has had reasonable time to provide a relief person.

1. If the dispute is between an employee and a co-worker, they should meet in private to have **an** informal discussion about the problem. If the matter is not resolved, they should jointly or individually meet with their supervisor to discuss the problem.
2. If the dispute is between an employee and the Authority, the employee should meet in private with the supervisor to discuss the problem. Both the employee and employer retain the right to bring in a third **party** at their discretion.
3. The supervisor must respond to the employee within three working days.
4. If resolution is not obtained at this level, it should be taken, by the employee, to the next level of supervision, who will promptly investigate and respond to the employee's concern within three working days.
5. The final level of discussion and resolution will be the General Manager. The General Manager will discuss the issue with the involved employees and supervision and will respond to the concerned parties within five working days.
6. At any level the response can be either written or verbal.
7. **All** discussions should be held in private and considered confidential.

All disputes arising between the parties bound by this collective bargaining agreement which are not settled satisfactorily at Step 5 of the Grievance Procedure **as** outlined above shall be submitted by the parties for final settlement to an arbitrator **as** described in Sections 57 and 58 of the Canada Labour Code **Part I**.

ARTICLE V

- (a) When a full time toll collector is called in to work other than his or her regularly scheduled shift, shall receive a full shift pay depending on the shift requested to work when not given sufficient notice to be to work on time, unless he/she agrees to work a lesser number of hours when overtime is involved.

ARTICLE VI

Vacation Pay:

All regular full time employees are eligible for vacations **as** per the following schedule:

- (a) First year of employment, four per cent (4%) of regular and overtime earnings (two weeks holidays)
- (b) Second year of employment, six per cent (6%) of regular and overtime earnings (three weeks holidays)
- (c) Three through twenty years of employment, eight per cent (8%) of regular and overtime earnings (4 weeks holidays)
- (d) Employees with more than twenty years employment, ten per cent (10%) of regular and overtime earnings (5 weeks holidays)
- (e) All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation.

All regular part time employees are eligible for vacation pay and vacation time off as follows:

- (a) For the first six years of employment the vacation pay is 4% of regular and overtime earnings and up to two week vacation time.
- (b) After six years of employment the entitlement is 6% of regular and overtime earnings and up to three weeks of vacation time.

ARTICLE VII

Benefits:

(As outlined in Human Resource Policy & Procedure Manual) Benefits shall be paid one hundred per cent (100%) by the Employer.

- (a) Employer Health Tax
- (b) Group Life Insurance
- (c) Extended Health Plan and Outside of Canada Coverage
- (d) Short-term Disability Insurance
- (e) Dental Plan
- (f) Long Term Disability
- (h) Visioncare
- (i) Pension, available to full time and part time employees as outlined in Human Resource Policy & Procedure Manual.

ARTICLE VIII

General Holidays:

New Years Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Sarnia Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

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.

General Holidays when worked will be paid a normal day's pay, plus over time for the hours worked. When a general holiday falls on a non-working day, a holiday with a normal day's pay is to be granted at another time that is agreeable to the Employee and Employer. 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 days off. All General Holidays will be paid at the current rate of pay.

The minimum requirement for Toll is 10 days and for all other departments is 15 days.

ARTICLE XToll Collection Department:

- (a) Rates of pay for Toll Collectors effective Dec. 1, 1997:
- | | |
|---------------------------|------------|
| Acting Supervisor | \$20.80/hr |
| "A" Rate | \$19.43/hr |
| "B" Rate | \$18.50/hr |
| "C" Rate FT/hire | \$17.63/hr |
| Part time/hire | \$16.01/hr |

Each progression is the same 10% for PT hire to FT hire, 5% to B. level, 5% to A level and 7% to Acting Supervisor. Part time hires move to C rate after 1 year and remain at this level until status changes. Full time hires move to B rate after 3 months, the B rate moves to A rate after additional 9 months.

The Employer will pay ~~an~~ additional seventy-seven cents (77¢) per hour between 7:00 p.m. and 7:30 a.m. Shift premium will be paid on overtime but overtime rates will not apply to shift premiums.

- (b) Vacations according to Article VII shall be granted each Collector during the months of June, July and August, unless another vacation period is mutually agreed to, by the Employer and the Employee.
- (c) The normal working schedule of full time Employees covered by this Agreement shall be as per the Schedule. Hours worked beyond the normal hours ~~as~~ per the Schedule shall be paid at double time of the regular rate of pay.
- (d) When an employee is required to double back, he/she will be paid at double the time of his/her regular rate for the hours worked up to twelve (12) hours after last punch out and regular rate for the work thereafter. A "double-back" is considered being scheduled to work again without first having twelve (12) hours off work. When working overtime and a double back occurs, double back pay will apply.
- (e) A modified work week is in effect. It covers an 11 week period and consists of 26 12 hour shifts and 16 8 hour shifts. Any hours worked in excess of this schedule will be paid at the overtime rate.

ARTICLE XIMaintenance Department:

- (a) Rates of pay for Maintenance Workers effective Dec. 1, 1997:
- | | |
|---------------------------|------------|
| Lead Hand | \$21.50/hr |
| "A" Rate | \$20.09/hr |
| "B" Rate | \$19.14/hr |
| "C" Rate FT/hire | \$18.22/hr |
| Part time/hire | \$16.56/hr |

Each progression is the same 10% for PT hire to FT hire, 5% to B. level, 5% to A level and 7% to Lead Hand. Part time hires move to C rate after 1 year and remain at this level until status changes. Full time hires move to B rate after 3 months, the B rate moves to A rate after additional 9 months.

- (b) All hours worked before or beyond the above will be paid at double the regular rate of pay. When called in to work any day shall be paid for two (2) hours at double time rate and it is understood when emergency properly taken care of, employee may punch out even though two (2) hours ~~has~~ not expired. Call-backs for the same emergency during that 2-hour period will be considered ~~as~~ one and the same call out.
- (c) All the time worked on Saturday and Sunday to be paid at double time.
- (d) When a Maintenance Worker is scheduled for standby for snow removal they will be paid four hours at double time rate to cover seven-day period. If the employee is called into work, they will be paid double time for actual hours worked with minimum pay of two hours.
- (e) The Employer will pay ~~an~~ additional \$8.00 per hour for high climbing on the bridge.

ARTICLE XIICustodial Department:

(a)	Rates of pay for Custodians effective Dec. 1, 1997:	
	Leadhand	\$14.44/hr
	"A" Rate (incumbents)	\$15.43/hr
	"A" Rate (new hires)	\$13.49/hr
	"B" Rate	\$12.85/hr
	"C" Rate FT/hire	\$12.24/hr
	Part time/hire	\$11.12/hr

Each progression is the same 10% for PT hire to FT hire, 5% to B. level, 5% to A level and 7% to Lead Hand. ~~Part~~ time hires move to C rate after 1 year and remain at this level until status changes. Full time hires move to B rate after 3 months, the B rate moves to A rate after additional 9 months.

- (b) Employer will pay ~~an~~ additional fifty-two (52) cents per hour on any shift commencing on or after 3:45 p.m. on any day, seventy-four (74) cents per hour on any shift commencing on or after 11:45 p.m. Shift premium will be paid on overtime but overtime rates will not apply to shift premiums.
- (c) When required to work in excess of eight (8) hours per day or five (5) days per week, shall be paid double time of the regular rate. All the time worked on Saturday and Sunday to be paid at overtime rate.
- (d) Selection of vacation periods will be on a rotation basis and not based on seniority.

ARTICLE XIII**Currency Exchange:**

- (a) Rates of pay effective December 1, 1997:
- | | |
|---------------------------|------------|
| Acting Head Teller | \$16.12/hr |
| "A" Rate | \$15.07/hr |
| "B" Rate | \$14.35/hr |
| "C" Rate FT/hire | \$13.67/hr |
| Part time/hire | \$12.42/hr |

Each progression is the same 10% for PT hire to FT hire, 5% to B. level, 5% to A level and 7% to Acting Head Teller. ~~Part~~ time hires move to C rate after 1 year and remain at this level until status changes. Full time hires move to B rate after 3 months, the B rate moves to A rate after additional 9 months.

- (b) Hours of work will be averaged over a one-week period. When required to work in excess of eight (8) hours per day or forty (40) hours per week, shall be paid at double time of the regular rate of pay.
- (c) Vacations according to Article VI shall be granted each teller. Seniority shall determine the order in which vacations are granted by the Employer.

ARTICLE XIV

Second Year Effective December 1,1998:

Seven hundred and fifty dollar (\$750.00) signing bonus for all full time employees.

Five hundred dollar (\$500.00) signing bonus for all part time employees.

No percentage increase in wages.

Notice of Change and Termination:


The agreement shall become effective upon execution thereof by both parties hereto, and it shall come into effect the first day of December 1997 and shall terminate on the thirtieth day of November 1999.

Ongoing dialogue with regard to contract language and Human Resource Policy and Procedures is encouraged. Any revisions or changes agreed to by both parties may be executed by way of addendum to this agreement.

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.

Signed on Behalf of:

Blue Water Bridge Authority



Chairman, Commissioner

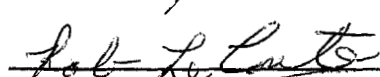

General Manager

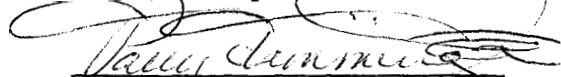
**Blue Water Bridge
Employees Association**


Chairman


Toll Representative


Maintenance Representative


Custodial Representative


Currency Exchange Representative