

**Agreement made this 20th day of January 2003**

**BY AND BETWEEN:**

**Blue Water Bridge Authority**

**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**

Union and/or Association means:

Blue Water Bridge Employees Association

Bargaining Unit means:

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

Employer means:

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

**ENTERED**

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## **ARTICLE I - RECOGNITION**

- (a) It shall be a condition of employment that all present employees in the bargaining unit shall become members of the Association within ninety (90) days of the date of signing this Agreement and remain members of the Association. A new employee shall become a member of the association after completion of his/her 90 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) At each pay period the Authority will deduct from the pay of each employee an amount equal to 1/26<sup>th</sup> of the annual dues, which are uniformly authorized and collected under the Association's by-laws. The Association shall notify the Authority in writing from time to time of the amount of such dues. The Authority will remit Association dues so deducted electronically to the Bank Account of the Association no later than 5 business days before the end of the following month in which deductions are made, 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) 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 will indemnify and save the Authority harmless from and against any and all claims and demands, which may be made by an employee against the Authority arising out of the deduction from his pay of such dues and their remittance to the Association pursuant to this article.
- (d) The Authority will show Association dues deductions for the year on T-4 slips for each employee.
- (e) All remittances to the Association shall include names of employees from whom such monies were deducted.

## **ARTICLE II – ASSOCIATION REPRESENTATION**

- (a) The Association may elect or appoint and the Authority will recognize a committee of up to four (4) association members. The members of this committee or their designate shall negotiate this agreement and its renewal. The Authority will pay all such employees at their regular rate of pay for all working time spent in such negotiations provided the amount of time so spent is not unreasonable in the opinion of the Authority. To obtain paid time off from a scheduled work day to attend a Bargaining Team meeting at least 24 hours notice must be given to his/her Department Manager. If less than 24 hours notice is given, the Department Manager will try to accommodate the request for leave, but the time off will not be paid.
- (b) The Authority will pay Association Representatives for reasonable time spent in investigating and processing grievances provided the amount of time spent is not unreasonable in the opinion of the Authority. To obtain time off from a scheduled work day to attend to any other Association related business, at least 24 hours notice must also be given to his/her Department Manager. This time will not be paid.

- (c) No committee member, including a Department Representative, shall leave his/her work on Association business without the consent of a Supervisor or Department Manager, which consent shall not be reasonably withheld.
- (d) The Association will notify the Authority in writing from time to time of the names of the committee members and Department Representatives who shall be recognized by the Authority in accordance with this Agreement.

### **ARTICLE III - 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 not be entitled to a pay increase unless otherwise outlined in the contract. In all such cases, the Association 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 Association consider any such rule or regulation unreasonable, it may be subject to the grievance and arbitration procedure. There will be no changes to HR Policies and Procedures without prior acknowledgement by the Association except those policies dealing with non-union employees only.
- (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 Association 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 the Association.

## **ARTICLE IV - STRIKES AND LOCK-OUTS**

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

## **ARTICLE V - NO DISCRIMINATION**

- (a) The Authority and the Association agree that there will be no discrimination against any employee because of race, colour, religion, sex, national or ethnic origin, age, sexual orientation family status, marital status, disability, or conviction for which a pardon has been granted.

## **ARTICLE VI - STUDENT AND PART TIME EMPLOYEES**

- (a) Part-time employees shall be defined as a person who is employed for not more than an average of thirty (30) hours per week calculated over a period of one (1) calendar year.
- (b) No student or part-time employee shall be hired for the purpose of reducing the regularly scheduled workweek of a full-time employee.

## **ARTICLE VII - SENIORITY, LAYOFF, VACANCIES**

### **SENIORITY:**

- (a) 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, and 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. Permanent part time employees with 6 years of service will be recognized for 50% of their total time worked when hired on as full time employees. When a regular full time employee who has accrued seniority becomes a part time employee, the seniority date will remain the same.
- (b) The seniority of an employee shall terminate if:
  - (a) the employee quits;
  - (b) the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
  - (c) the employee retires;

- (d) the employee is laid off for more than twelve (12) consecutive months;
  - (e) 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;
  - (f) if the employee is absent from work for two (2) 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 two (2) working days.
- (c) 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.

**LAYOFF AND RECALL:**

- (a) For the purpose of lay offs an employee's seniority shall accrue on a departmental basis from the date of placement in, or transfer to, the department in which he/she is employed.
- (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) In the event of any lay-offs, probationary and contract employees will be laid off before an employee who has acquired seniority, Part-time employees will be laid off before full-time employees.
- (d) Whenever the work force shall be reduced by the Employer, the first employee laid off shall be the last employee recalled.

**VACANCY:**

- (a) In the case of a job vacancy or newly created job, employees may apply in writing as outlined in HR Policy and Procedure 200 and the Authority will post all vacancies on the Bulletin Boards.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

- (a) It is the mutual desire of the Association 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 and the Association 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 seven (7) 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**

- (a) It is understood that, in all cases, an employee will first give their immediate supervisor or manager an opportunity to respond to their complaint before proceeding further with their grievance.
- (b) The grievance shall be submitted in writing to the Department Manager and the Manager must respond in writing to the employee within five (5) calendar days.
- (c) No grievance shall be considered where it is presented to the supervisor or manager more than seven (7) calendar days after the circumstances giving rise to it occurred or originated.
- (d) The Employee and the Employer each retain the right to bring in a third party at their discretion and cost.

### **Step Two**

- (a) Within seven (7) calendar days, if further action is then to be taken, the employee, who may request the assistance of their Association representative, shall submit the grievance in writing, signed by the employee, to the President/CEO for consideration.
- (b) A meeting will then be held between the President/CEO and the employee. It is understood that at such a meeting, the Employer may have the assistance of any of the management staff and that the employee may have the assistance of their Association/Executive representative. The

Association representative (or Executive Board Member) may also be present at the request of the Employer.

- (c) The decision of the Employer shall be given in writing within ten (10) calendar days following the meeting.

### Step Three

- (a) 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 the Association or the Employer. If no written request for mediation or arbitration is received within fourteen (14) 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.
- (b) 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 seven (7) 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.

## **ARTICLE IX - 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 fourteen (14) 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 is 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 separately. 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 Association and the Authority will share the cost of the Mediator, if any.

#### **ARTICLE X – 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. 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 or as extended in accordance with this Agreement unless the parties otherwise agree.

- (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 Authority and the Association and its representatives will be final and binding upon the Authority, the Association 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 XI - VACATIONS**

### **Vacation Pay:**

1. All regular full time employees are eligible for vacations as per the following schedule:
  - (a) First two years of employment, four per cent (4%) of regular and overtime earnings (two weeks holidays);
  - (b) Upon completion of the second through fifth year of employment, six per cent (6%) of regular and overtime earnings (three weeks holidays);
  - (c) Upon completion of the fifth through fifteen years of employment, eight per cent (8%) of regular and overtime earnings (four weeks holidays);
  - (d) Employees with more than fifteen years employment, ten per cent (10%) of regular and overtime earnings (five weeks holidays).

All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation.

No vacations will be reduced due to this change.

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

- (a) Upon completion of the first through six years of employment the vacation pay is 4% of regular and overtime earnings and up to two (2) weeks vacation;
  - (b) Upon completion of seven through fifteen years of service six per cent (6%) of regular and overtime earnings and three (3) weeks vacation;
  - (c) Upon completion of sixteen and more years of employment, 8% of regular and overtime earnings and four (4) weeks vacation.
- Vacations must be taken during the calendar year; one-week carry over is allowed but must be taken in the carry over year.

## **ARTICLE XII - BENEFITS**

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

- (a) Group Life Insurance
- (b) Extended Health Plan and Outside of Canada Coverage
- (c) Short-term Disability Insurance
- (d) Dental Plan
- (e) Long Term Disability
- (f) Vision Care
- (g) Pension, available to full time and part time employees as outlined in Human Resource Policy & Procedure Manual.
- (h) Sick Days: An employee will be granted 32 hours with pay in any calendar year for illness. Employees will be able to accumulate sick days 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, Employees on leave for the entire calendar year will not be eligible for sick pay compensation. Employees with less than 1 year's service as of December 31 of the current year, or returning from an authorized leave, will be entitled to 8 hours sick pay for every 3 months (or portion of) of employment. On January 1 of the new calendar year they will be entitled to 32 hours of compensation. If the department manager requests a doctor's note, the BWBA will reimburse the employee for the doctor's fee associated with this. 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.

## **ARTICLE XIII - 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.

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 overtime 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 day 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 XIV – BULLETIN BOARDS**

The Authority will supply Bulletin Boards upon which the Association may post notices of meetings of the Employees, election of Association officers and officials, and recreational and social events. Materials other than such notices will be submitted to the Department Manager for approval prior to being posted. Bulletin boards will be located in all departments.

#### **ARTICLE XVI**

##### **Double back**

Double back is defined as the condition when an employee is required to work a shift with insufficient down time between the last shift worked. Double back occurs when an employee is required to work without having had twelve hours off after working the previous shift. When an employee is required to double back he or 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. When working overtime and a double back occurs, double back pay will apply. Double back applies to all departments.

#### **ARTICLE XVII**

##### **Shift Differential**

The employees will be paid an additional \$1.00 per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

Shift premium will be paid on overtime but overtime rates will not apply to shift premiums.

## ARTICLE XVIII

### Toll Collection Department:

(a)i Rates of pay for Toll Collectors effective Dec. 1, 2002:  
Signing Bonus for Full Time Collectors \$1200.00  
Acting Supervisor \$23.24/hr  
" A Rate \$21.52/hr  
"B" Rate \$20.50/hr  
"C" Rate FT/hire \$19.52/hr  
New Part time/hire \$18.28/hr  
Part time incumbent's \$20.00/hr

(a)ii Rates of pay for Toll Collectors effective Dec. 1, 2003  
Signing Bonus for Full Time Collectors \$400.00  
Acting Supervisor \$23.24/hr  
" A Rate \$21.52/hr  
"B" Rate \$20.50/hr  
"C" Rate FT/hire \$19.52/hr  
New Part time/hire \$18.83/hr  
Part time incumbent's \$20.80/hr

(a)iii Rates of pay for Toll Collectors effective Dec. 1, 2004  
Signing Bonus for Full Time Collectors \$500.00  
Acting Supervisor \$23.24/hr  
"A" Rate \$21.52/hr  
"B" Rate \$20.50/hr  
"C" Rate \$19.52/hr

Effective December 1, 2004 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.

(a)iv Rates of pay for Toll Collectors effective Dec. 1, 2005  
Acting Supervisor \$24.17/hr  
"A" Rate \$22.38/hr  
"B" Rate \$21.32/hr  
"C" Rate \$20.30/hr

(b)i Rates of pay for Traffic Director effective Dec. 1, 2002:  
Signing Bonus for Full Time Traffic Directors \$1200.00  
Acting Supervisor \$23.24/hr  
"A" Rate \$21.52/hr  
"B" Rate \$20.50/hr  
"C" Rate FT/hire \$19.52/hr  
New Part time/hire \$18.28/hr  
Part time incumbent's \$20.00/hr

(b)ii Rates of pay for Traffic Director effective Dec. 1, 2003  
Signing Bonus for Full Time Traffic Directors \$400.00  
Acting Supervisor \$23.24/hr  
" A Rate \$21.52/hr  
"B" Rate \$20.50/hr  
"C" Rate FT/hire \$19.52/hr  
New Part time/hire \$18.83/hr  
Part time incumbent's \$20.80/hr

- (b)iii Rates of pay for Traffic Director effective Dec. 1, 2004  
 Signing Bonus for Full Time Traffic Directors \$500.00
- |                   |            |
|-------------------|------------|
| Acting Supervisor | \$23.24/hr |
| " A Rate          | \$21.52/hr |
| "B" Rate          | \$20.50/hr |
| "C" Rate          | \$19.52/hr |

Effective December 1, 2004 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.

- (b)iv Rates of pay for Traffic Director effective Dec. 1, 2005
- |                   |            |
|-------------------|------------|
| Acting Supervisor | \$24.17/hr |
| " A Rate          | \$22.38/hr |
| "B" Rate          | \$21.32/hr |
| "C" Rate          | \$20.30/hr |

- (c)i Rates of pay for Cashroom Clerk effective Dec. 1, 2002:  
 Signing Bonus for Full Time Cashroom Clerk \$1200.00
- |                     |            |
|---------------------|------------|
| Acting Supervisor   | \$23.24/hr |
| "A" Rate            | \$21.52/hr |
| "B" Rate            | \$20.50/hr |
| "C" Rate FT/hire    | \$19.52/hr |
| New Part time/hire  | \$18.28/hr |
| Part time incumbent | \$20.00/hr |

- (c)ii Rates of pay for Cashroom Clerk effective Dec. 1, 2003  
 Signing Bonus for Full Time Cashroom Clerks \$400.00
- |                     |            |
|---------------------|------------|
| Acting Supervisor   | \$23.24/hr |
| " A Rate            | \$21.52/hr |
| "B" Rate            | \$20.50/hr |
| "C" Rate FT/hire    | \$19.52/hr |
| New Part time/hire  | \$18.83/hr |
| Part time incumbent | \$20.80/hr |

- (c)iii Rates of pay for Cashroom Clerk effective Dec. 1, 2004  
 Signing Bonus for Full Time Cashroom Clerks \$500.00
- |                   |            |
|-------------------|------------|
| Acting Supervisor | \$23.24/hr |
| " A Rate          | \$21.52/hr |
| "B" Rate          | \$20.50/hr |
| "C" Rate          | \$19.52/hr |

Effective December 1, 2004 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)iv Rates of pay for Cashroom Clerk effective Dec. 1, 2005
- |                   |            |
|-------------------|------------|
| Acting Supervisor | \$24.17/hr |
| " A Rate          | \$22.38/hr |
| "B" Rate          | \$21.32/hr |
| "C" Rate          | \$20.30/hr |

- (d) Vacations according to Article XI 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.
- (e) 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 work schedule shall be paid at double the regular rate of pay. The employer will attempt to distribute overtime work equitably among the employees who normally perform the work.
- (f) A modified workweek is in effect and will be dealt with as per the Canada Labour Code Part III.

## ARTICLE XIX

### Maintenance Department:

(a)i Rates of pay for Maintenance Workers effective Dec. 1, 2002:

Acting Lead Hand	\$24.90/hr
" A Rate	\$23.05/hr
"B" Rate	\$21.96/hr
"C" Rate FT/hire	\$20.92/hr
Part time/hire	\$20.14/hr

(a)ii Rates of pay for Maintenance Workers effective Dec. 1, 2003

Acting Lead Hand	\$25.27/hr
"A" Rate	\$23.39/hr
"B" Rate	\$22.28/hr
"C" Rate FT/hire	\$21.23/hr
Part time/hire	\$20.95/hr

(a)iii Rates of pay for Maintenance Workers effective Dec. 1, 2004

Acting Lead Hand	\$25.77/hr
"A" Rate	\$23.86/hr
"B" Rate	\$22.73/hr
"C" Rate	\$21.64/hr

Effective December 1, 2004 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.

(a)iv Rates of pay for Maintenance Workers effective Dec. 1, 2005

Acting Lead Hand	\$26.81/hr
"A" Rate	\$24.82/hr
"B" Rate	\$23.64/hr
"C" Rate	\$22.50/hr

(b) All hours worked before or beyond normal working schedule will be paid at double the regular rate of pay. When called in to work any day an employee shall be paid for two (2) hours at double time rate. It is understood when the emergency is properly taken care of, the employee may punch out even though two (2) hours has not expired. Callbacks for the same emergency during that 2-hour period will be considered as one and the same call out.

(c) 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, he/she will be paid double time for actual hours worked with minimum pay of two hours at the overtime rate. The Employer will attempt to distribute overtime work equitably among the employees who normally perform the work.

(d) The option to bank overtime will be allowed. Hours can either be paid when accrued or banked. Hours banked will be paid at the request of the employee. No allowance will be made for time off in lieu of.

(e) The Employer will pay an additional \$8.00 per hour for high climbing on the bridge.

(f) A modified workweek is in effect and changes to the work schedule will be dealt with as per the Canada Labour Code Part III.

## ARTICLE XX

### Custodial Department:

- (a)i Rates of pay for Custodians effective Dec. 1, 2002  
Signing Bonus of \$1200.00 for Full Time Incumbents Janitors
- |                       |            |
|-----------------------|------------|
| "A" Rate (incumbents) | \$15.43/hr |
| "A" Rate (new hires)  | \$15.43/hr |
| "B" Rate              | \$14.69/hr |
| "C" Rate FT/hire      | \$13.99/hr |
| Part time             | \$14.42/hr |
| New Part time/hire    | \$13.09/hr |

- (a)ii Rates of pay for Custodians effective Dec. 1, 2003  
Signing Bonus of \$400.00 for Full Time Janitors
- |                    |            |
|--------------------|------------|
| "A" Rate           | \$15.43/hr |
| "B" Rate           | \$14.69/hr |
| "C" Rate FT/hire   | \$13.99/hr |
| Part time          | \$14.86/hr |
| New Part time/hire | \$13.58/hr |

- (a)iii Rates of pay for Custodians effective Dec. 1, 2004  
Signing Bonus of \$500.00 for Full Time Janitors
- |          |            |
|----------|------------|
| "A" Rate | \$15.43/hr |
| "B" Rate | \$14.69/hr |
| "C" Rate | \$13.99/hr |

Effective December 1, 2004 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.

- (a)iv Rates of pay for Custodians effective Dec. 1, 2005
- |          |            |
|----------|------------|
| "A" Rate | \$16.05/hr |
| "B" Rate | \$15.28/hr |
| "C" Rate | \$14.55/hr |

- (b) 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. The Employer will attempt to distribute overtime work equitably among the employees who normally perform the work.

- (c) Selection of vacation periods will be on a rotation basis and not based on seniority.



## ARTICLE XXI

### Currency Exchange:

(a)i Rates of pay effective December 1, 2002

Acting Head Teller	\$18.84/hr
"A" Rate	\$17.45/hr
"B" Rate	\$16.68/hr
"C" Rate FT/hire	\$15.95/hr
New Part time/hire	\$14.89/hr
Part time incumbent	\$16.41/hr

(a)ii Rates of pay effective December 1, 2003

Acting Head Teller	\$19.03/hr
"A" Rate	\$17.63/hr
"B" Rate	\$16.85/hr
"C" Rate FT/hire	\$16.11/hr
New Part time/hire	\$15.64/hr
Part time incumbent	\$17.07/hr

(a)iii Rates of pay effective December 1, 2004

Acting Head Teller	\$19.41/hr
"A" Rate	\$17.96/hr
"B" Rate	\$17.10/hr
"C" Rate	\$16.29/hr

Effective December 1, 2004 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.

(a)iv Rates of pay effective December 1, 2005

Acting Head Teller	\$20.19/hr
"A" Rate	\$18.68/hr
"B" Rate	\$17.79/hr
"C" Rate	\$16.94/hr

(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. The Employer will attempt to distribute overtime work equitably among the employees who normally perform the work.

(c) Vacations according to Article XI shall be granted each teller. Seniority shall determine the order in which vacations are granted by the Employer.

**ARTICLE XXII**

**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 2002 and shall terminate on the thirtieth day of November 2006.

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

*H. Keddy*  
Chairman, Commissioner)

*DM*  
President/CEO

*M. H*  
Office/HR Manager

*Joe*  
Manager Negotiation Rep

Blue Water Bridge  
Employees Association

*John*  
Chairman

*John*  
Toll Representative

*John*  
Maintenance Representative

*Rob Le Conte*  
Custodial Representative

*Kim van Ochten*  
Currency Exchange Representative

## MINUTES

### Agreement made the 20<sup>th</sup> day of January 2003 between the Blue Water Bridge Authority and the Blue Water Bridge Employees Association

This letter of understanding is to confirm that the following is a rectification of the wording in Article XI – VACATIONS of the Collective Agreement made between the parties and dated January 20, 2003 to reflect the agreement that was reached between the parties. The parties agree that the wording in Article should read as follows:

#### **"ARTICLE XI – VACATIONS**

1. All regular full time employees are eligible for vacations as per the following schedule:
  - (a) During each of the 1<sup>st</sup> and 2<sup>nd</sup> 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.
  - (b) During each of the 3<sup>rd</sup> through 5<sup>th</sup> 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.
  - (c) During each of the 6<sup>th</sup> through 14<sup>th</sup> 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.
  - (d) During the 15<sup>th</sup> 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.
2. All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation.
3. No vacations will be reduced due to this change.
4. All regular part-time employees are eligible for vacation pay and vacation time off as follows:
  - (a) During each of the 1<sup>st</sup> through 6<sup>th</sup> 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.
  - (b) During each of the 7<sup>th</sup> through 15<sup>th</sup> 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.

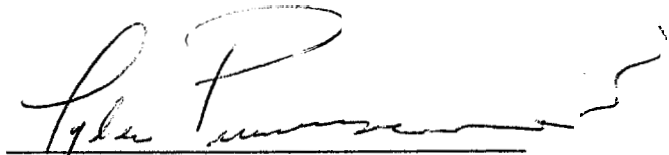
(c) During the 16<sup>th</sup> year of employment and each year thereafter, 8% of regular and overtime earnings will be accrued. Upon completion of each of these years the employee is entitled to 4 weeks vacation.


5. Vacations must be taken during the calendar year; one week carry over is allowed, but must be taken in the carry over year."

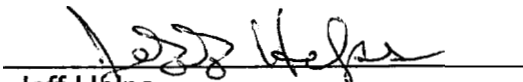
It is acknowledged and agreed by each of the parties hereto that the above wording for Article XI will replace Article XI, contained in the January 20, 2003 Collective Agreement as if this wording had first appeared in that Agreement.

Dated at Point Edward, Ontario this      day of February, 2003.

  
\_\_\_\_\_  
Mary Teft  
Office/HR Manager

  
\_\_\_\_\_  
Tyler Puurunen  
President

  
\_\_\_\_\_  
Joe Lopetrone  
Operations Manager

  
\_\_\_\_\_  
Jeff Heaps  
Secretary/Treasurer