

COLLECTIVE AGREEMENT

BETWEEN:

BLUE WATER BRIDGE CANADA
(hereinafter referred to as "the Employer")

OF THE FIRST PART;

- and -

PUBLIC SERVICE ALLIANCE OF CANADA,
Local 501
(hereinafter referred to as "the Union")

OF THE SECOND PART;

TERM: November 7, 2010
To
November 6, 2014

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

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

DEFINITIONS

Union and/or Alliance means:

Public Service Alliance of Canada, Local 501

Bargaining Unit means:

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

Employer means:

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

ARTICLE 2- RECOGNITION

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

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

ARTICLE 3 - PSAC REPRESENTATION

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Local Union Executive. The Employer will recognize at any one time not more than four (4) Local officers who may appoint four (4) stewards as their alternates ('Union Local'). Each member of Union Local shall have completed their probationary period with the Employer and shall be regular Employees of the Employer during their time of office. The Employer will recognize the said Union Local on any matter properly arising out of this Agreement, and the said Union Local will co-operate with the Employer in the administration of this Agreement. For further clarity, this clause does not limit the Union Local in establishing positions that deal with the Union Local and the Alliance internal administration or as required by law.

- (b) The name and jurisdiction of each of the Local Officers or their alternates of the Union Local that are from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.
- (c) The privileges of members of the Union Local to leave their work, with pay, to investigate Employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management is granted on the following conditions;
 - (i). Such business must be between the Union and the Employer.
 - (ii). The time shall be devoted to prompt handling of necessary Union business.
 - (iii). Individuals concerned shall obtain the permission of the supervisors concerned before leaving their work.
 - (iv). The supervisor reserves the right to limit such time if it deems the time so taken to be excessive.

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

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

- (f) The Alliance shall have the opportunity to have an Employee representative introduced to new Employees as part of the Employer's orientation program.

ARTICLE 4 - MANAGEMENT RIGHTS

- (a) The Employer reserves the right to give direction to the working force, including the right to hire, suspend, transfer, promote, demote, discharge or discipline for just cause. The Employer reserves the right to maintain discipline and efficiency among its Employees and to determine the extent and how the Employer's business shall be conducted.
- (b) The Employer shall have the right to assign the work, determine and rotate the shifts, assign Employees to the respective shifts and transfer Employees regularly assigned to a job classification to work in other job classifications. However, temporary transfers to a classification having a lower rate of pay shall not affect the Employee's regular rate of pay. Employees transferred to a higher rated classification, will be entitled to a pay increase unless otherwise outlined in the contract. In all such cases, the Alliance 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 Alliance 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 listed in this collective agreement without prior negotiation with the Alliance except those policies dealing with non-union Employees only. In the event the parties are unable to reach an agreement on the Policies, the matter may be deferred to the renewal of the collective agreement, or the parties may seek the assistance of a mediator, mutual agreement shall be required between the parties for either option.
- 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 Alliance 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 Alliance.

ARTICLE 5 - STRIKES AND LOCK-OUTS

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

ARTICLE 6 - NO DISCRIMINATION/NO HARASSMENT

BWBC and PSAC are committed to a work environment that is founded on the fair and equal treatment of all members. Therefore, the parties do not condone behavior that is contrary to *The Canadian Human Rights Act*.

There shall be no discrimination with respect to an Employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, marital status or a conviction for which a pardon has been granted.

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

(c) By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

ARTICLE 7 - STUDENT AND PART TIME EMPLOYEES

(a) Part-time Employees shall be defined as an Employee who is scheduled and/or called in as determined by the Employer, for not more than an average of than thirty-six (36) hours per week calculated over a period of one (1) calendar year. All hours worked during a temporary assignment (including vacation coverage) will not be included in the annual averaging of hours for part-time Employees.

(b) No student shall be utilized in a department for the purpose of reducing the regularly scheduled workweek of a full time or part-time Employee. Students shall not be eligible for 'Team Leader' positions, and shall not be paid more than the lowest paid non-probationary person in the department to which they are hired.

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

SENIORITY

- (a) Newly hired Employees shall be on probation for a period of 120 days and shall have no seniority rights during this period. Upon completion of the probationary period a new Employee shall have his seniority rights back-dated to his date of hire. For further clarity, a probationary Employee is not part of the bargaining unit and during the probationary period, the Employee shall be considered as being employed on a trial basis and may be disciplined, discharged, laid-off, and transferred at the discretion of the Employer. An Employee's probationary period may be extended with the mutual consent of both parties.
- (b) Seniority shall be defined as the length of continuous service with the Employer from the Employee's date of hire.
- (c) Two current seniority lists will be kept, one for full time and one for part time Employees. When a regular part time Employee, who has completed his probationary period, becomes a regular full time Employee, their seniority date shall be determined from their date of hire with the BWBC. When a regular full time Employee who has accrued seniority becomes a part time Employee, the seniority date will remain the same.
- (d) The seniority and employment of an Employee shall terminate if:
 - (i) the Employee quits;
 - (ii) the Employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement;
 - (iii) the Employee retires;
 - (iv) the Employee is laid off for more than twelve (12) consecutive months;
 - (v) if the Employee is laid off, Employee fails to inform the Employer of his/her intent to return to work within three (3) calendar days and/or to report for work within seven (7) calendar days of receipt of notification by registered mail of his/her recall to the Employer's employ. Such notice shall be deemed to be received on the seventh (7th) calendar day after it was sent by the Employer. It shall be the Employee's responsibility to keep the Employer advised, in writing, of his/her current address;
 - (vi) if the Employee is absent from work for *three (3)* consecutive work days without leave of absence authorized by the Employer and without satisfactory reasons, in which case the Employee shall be deemed to have resigned. This Article shall not be a bar to disciplinary action for absence of less than three (3) working days.
 - (vii) 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. BWBC shall post and provide PSAC with a seniority list biannually. The list shall include the name, date of hire and classification of each Employee in the Bargaining Unit.

LAYOFF AND RECALL

- (a) Lay offs shall be on a departmental basis.
- (b) All decisions respecting lay-off and recall shall be based on an Employee's:
 - (i) Seniority; and
 - (ii) Knowledge, efficiency and ability to perform the work.
- (c) Layoffs shall proceed as follows:
 - (i) BWBC may offer senior Employees a voluntary separation package as part of a workforce reduction program. The number of Employees to be laid off shall be reduced accordingly.
 - (ii) New hires on probation and contract Employees shall be laid off before an Employee that has acquired seniority in the affected department, before full-time Employees in that department.
- (d) The Employee to be laid off in the affected department shall first have the ability to displace the least senior Employee Company wide, provided they have the seniority, knowledge, efficiency, and ability to perform the work.

BWBC shall allow the Employee a period of up to thirty (30) days to demonstrate their ability to perform the work of the displaced Employee. The familiarization period may be extended by mutual consent between BWBC and the Union. In the event the Employee is unable to perform the work during the familiarization period they shall be laid off.
- (e) Employees who had exercised their seniority and moved to another department at time of layoff shall have first recall rights to their previous department when a vacancy occurs therein.
- (f) Recall notices shall be sent to the Employee by registered mail, with a copy to the PSAC Local.

VACANCY

- (a) In the case of a job vacancy in an existing position or a newly created job, the Employer will post all vacancies on the bulletin board for twelve (12) calendar days. Employees may apply in writing, to the HR Coordinator, as

outlined in Policy and Procedure 200 and the Employer will post all vacancies on the Bulletin Board.

- (b) When a part-time Employee, who has completed their probationary period, successfully posts to a full-time position within the same department their probationary period shall be waived.
- (c) When an Employee accepts a position to a new department, the Employee shall be on probation for up to one hundred and twenty (120) days. The Employee shall be allowed to return to their former position in the event they do not successfully complete the probationary period. The Employee shall be allowed to return to their former position, within thirty (30) days of being placed in the position, if they so choose within that time period.

ARTICLE 9 - GRIEVANCE PROCEDURE

- (a) It is the mutual desire of the Alliance 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, the Alliance or any Employee as to the proper interpretation, application, administration or alleged violation of this Agreement, there shall be no stoppage or suspension of work on account of such differences, but such complaint or grievance shall be submitted in writing to the following grievance and arbitration procedure. An Employee shall not leave their job to discuss any matter until the Employer has had reasonable time to provide a relief person.
- (c) Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance, identifying each Employee who is grieving to the Employer, within fifteen (15) calendar days after the circumstances giving rise to the grievance occurred. The grievances shall then be treated as being initiated at Step Two and the applicable provisions of the grievance procedure shall apply.
- (d) All complaints and grievances described in paragraph numbered (a) above shall be dealt with in the following manner:

STEP ONE

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

- (ii). The grievance shall be submitted in writing to the Department Manager and the Manager must respond in writing to the Employee and the Alliance within ten (10) calendar days.
- (iii). No grievance shall be considered where it is presented to the supervisor or manager more than fifteen (15) calendar days after the circumstances giving rise to it occurred or originated.

STEP TWO

- (i). Within ten (10) calendar days after the Manager's reply, if further action is then to be taken, the Employee and the Alliance shall submit the grievance in writing, signed by the Employee, to the President/CEO or his/her designate for consideration.
- (ii). A grievance meeting will then be held between the President/CEO or his/her designate and the Alliance, and if required by the Alliance, the Employee within fourteen (14) calendar days. It is understood that at such a meeting, the Employer may have the assistance of any of the management staff.
- (iii). The decision of the Employer shall be given in writing within ten (10) calendar days following the grievance meeting.
- (iv). A claim by an Employee who has completed their probationary period that they have been discharged or suspended shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step Two of the grievance procedure within fifteen (15) calendar days from the time they have been discharged or suspended.

Such grievance may be settled by:

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

STEP THREE

- (i). Should the Employer fail to render its decision as required in Step Two, or failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to mediation or arbitration by either the Alliance or the Employer.

- (ii). If no written request for mediation or arbitration is received within twenty-five (25) calendar days following the decision under Step Two of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.
- (e) The Alliance or the Employer may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within 15 calendar days of the incident-giving rise to the complaint. The provisions of this paragraph shall not be used to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves institute.

ARTICLE 10 - GRIEVANCE MEDIATION

- (a) Either party to a grievance may, with the agreement of the other party, submit a grievance to Grievance Mediation at any time within 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 separate. The Mediator shall keep confidential any information provided to them in the course of the mediation. However, the Mediator may disclose to any party any information provided by the other party that the Mediator believes to be relevant to the issues being mediated unless a party has specifically requested the Mediator to keep certain information confidential.
- (h) If a settlement is not reached within five (5) days following the mediation, the parties are free to submit the matter to arbitration in accordance with the provisions of this Collective Agreement.
- (i) The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE 11 - ARBITRATION

- (a) When either Party to this agreement requests that a grievance be submitted to Arbitration, they shall make such request in writing addressed to the other Party to this Agreement as provided in the Grievance Procedure.
- (b) The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected by mutual agreement of the parties.
- (c) The referring party will, in its notice to arbitrate, list three (3) suggestions for an Arbitrator. Within the later of ten (10) calendar days of receipt of the notice to arbitrate, or, if the grievance proceeds through the Grievance Mediation provisions of this Collective Agreement, ten (10) calendar days of the expiration of time provided for under the Grievance Mediation provisions of this Collective Agreement, the other party will either accept one of the suggested arbitrators from the referring party's list, or will submit its own list of suggested arbitrators to the referring party for consideration. If the parties fail to agree on an arbitrator within a period of ten (10) calendar days from the receipt of the other party's list, either party may request that the appointment be made by the Minister of Labour pursuant to the provisions of the Canada Labour Code.
- (d) The Arbitrator selected or appointed in accordance with this article shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement or in

any way modify, add to or detract from any provisions of this Agreement except as provided for under the Canadian Human Rights Act. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.

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

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

ARTICLE 12 - VACATIONS

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

- (iv). During the 15th year of employment and each year thereafter, 10% of regular and overtime earnings will be accrued. Upon completion of each of these years the Employee is entitled to 5 weeks vacation.
- (b) All vacations earned must be taken by Employees and no Employee shall be entitled to vacation pay in lieu of vacation.
- (c) All regular part-time Employees are eligible for vacation pay and vacation time off as follows:
 - (i). During each of the 1st through 6th year of employment, 4% of regular and overtime earnings will be accrued. Upon completion of each of the first through sixth year the Employee is entitled to 2 weeks vacation.
 - (ii). During each of the 7th through 15th year of employment, 6% of regular and overtime earnings will be accrued. Upon completion of each of the seventh through fifteenth year the Employee is entitled to 3 weeks vacation.
 - (iii). During the 16th year of employment and each year thereafter, 8% of regular and overtime earnings will be accrued. Upon completion of each of these years the Employee is entitled to 4 weeks vacation.
- (d) Vacations must be taken during the calendar year; one-week carry over is allowed but must be taken in the carry over year.

ARTICLE 13 - BENEFITS

The premium cost for the following benefits shall be paid one hundred per cent (100%) by the Employer for full-time and part-time Employees that have completed their original probationary period. (The benefits are outlined in Human Resource Policy & Procedure Manual, and a benefit booklet shall be provided to all Employees).

- (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) Critical Illness
- (i) Sick Days: An Employee will be granted sick time of forty (40) hours with pay in any calendar year for illness. Employees will be able to accumulate a maximum of eighty (80) hours of sick time or request they be paid out at the end of each year. All requests for pay out must be received by December 31 of each year. All unused sick time in excess of eighty (80) hours as of December 31 in any calendar year will be paid out to the Employee in January of the following year in each calendar year.

Employees on leave for the entire calendar year will not be eligible for sick time 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 eight (8) hours sick time for every three (3) months (or portion of) of employment.

If the Department Manager requests a doctor's note, the Employer 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 for that particular year on a pro rata basis.

- (j) The Employer will reimburse an Employee to a maximum of \$150.00 per year for medical reports associated with (c) and (e) above upon submission of proper and valid receipts in that regard.

ARTICLE 14 - GENERAL HOLIDAYS

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

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

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 the applicable overtime rate for the hours worked.

When a General Holiday falls on a non-working day, a full-time Employee will be paid for the holiday in accordance with the provisions of the Canada Labour Code.

When a General Holiday falls on a non-working day, a part-time Employee will be paid for the holiday in accordance with the provisions of the Canada Labour Code.

ARTICLE 15- BULLETIN BOARDS

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

ARTICLE 16- OVERTIME

- (a) All overtime requires the approval of Supervision and should be scheduled as far in advance as possible.
- (b) The Employer will attempt to distribute overtime work equitably among the Employees who normally perform the work in the department. Supervision will maintain a record of all overtime worked. The Employee with the least amount of overtime worked in the department should be contacted first. If the Employee refuses the overtime, it will be recorded as if the overtime had been worked. All Employees in the department will be contacted for overtime.

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

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

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

- (e) Time off in lieu of overtime is not allowed.
- (f) A maintenance Employee called in to work outside of his regularly scheduled hours will be guaranteed a minimum of two (2) hours work at the applicable overtime rate. Call backs for the same emergency during that 2-hour period will be considered as one and the same call out.
- (g) Work performed on a General Holiday will be paid at the rate of double time for all Departments.
- (h) New full-time Employees hired after November 1, 2011 will be paid overtime at the rate of time and one half their regular rate for all hours worked in excess of their regularly scheduled weekly hours of work and at the rate of time and one half their regular rate for all hours worked on a General Holiday.
- (i) New part-time Employees hired after November 1, 2011 will be paid overtime at the rate of time and one half their regular rate for all hours worked in excess of twelve (12) hours per day or forty-eight (48) hours per week or in excess of an average of forty (40) hours per week when scheduled to work the Toll Collector's schedule and at the rate of time and one half their regular rate for all hours worked on a General Holiday.
- (j) Compensation shall not be paid for overtime worked by an Employee due to a shift change at the Employee's request.
- (k) Employees will be entitled to a specific number of hours off between shifts. If required to work without having had the required hours off after working their previous shift an Employee will be paid double time for the hours worked up to the required number of hours after last punch out and regular rate for the work thereafter.

Toll - 8 hours between each 8 hour shift
 - 10 hours between each 10 hour shift
 - 11 ½ hours between each 12 hour shift

Currency - 8 hours between each shift

Janitorial - 8 hours between each shift

Maintenance - due to the nature of the position, no specific number of hours off between shifts is required. All worked performed during their

regular scheduled shift will be paid straight time. All work performed beyond their regular shift will be paid overtime.

(l) The overtime pay policy for each Department is outlined as follows:

(i). **Toll**

(a) **Full Time Toll Collectors**

Any hours worked beyond the normal hours as per the work schedule shall be paid at double the regular rate of pay.

(b) **Part Time Toll Collectors**

Any hours worked beyond 12 hours per day or 48 hours per week and/or any hours over 40 hours during the course of the Toll Collectors schedule, will be paid at double the regular rate of pay.

(ii). **Maintenance**

Any hours worked before or after the normal work day, or on a scheduled day of rest, will be paid at double the regular rate of pay.

Employees will be given the option to bank overtime. 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. It is the Department Manager's responsibility to maintain a record of hours banked and to submit it to payroll on a weekly basis.

(iii) **Custodial**

Any work performed in excess of eight hours per day or forty hours per week, will be paid at double the regular rate.

(iv). **Currency Exchange**

Hours of work will be averaged over a one-week period. Any work performed in excess of eight hours a day or forty hours a week, will be paid at double the regular rate of pay.

ARTICLE 17 - SCHEDULES

The Employer will endeavour to provide forty-eight (48) hours' notice of a change to an Employee's scheduled hours.

ARTICLE 18 - SHIFT DIFFERENTIAL

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

The Employees will be paid a premium of \$1.50 per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

ARTICLE 19 - WAGES - TOLL COLLECTOR/BRIDGE ATTENDANT

See Schedule "A"

- (a) Vacations according to Article XI shall be granted each Employee during the months of June, July and August, unless another vacation period is mutually agreed to, by the Employer and the Employee.
- (b) The normal working schedule of full time Employees covered by this Agreement shall be as per the schedule.
- (c) A modified workweek is in effect and will be dealt with as per the Canada Labour Code Part III.
- (d) 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.
- (e) New Employees hired after November 1, 2007 will be paid an hourly wage rate of 75% of the hourly wage rate paid to those Employees hired prior to November 1, 2007 and will progress through the wage grid on the basis of 75% of such wage rate. This provision will not apply to those part time Employees that had been hired prior to November 1, 2007 and who become full time Employees.

ARTICLE 20- WAGES - MAINTENANCE

See SCHEDULE "A"

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

- (c) The Employer will pay an additional \$8.00 per hour for high climbing on the bridge. High climbing is defined as any work that is required to be performed off the road deck/sidewalk. This does not include work performed in any Employer equipment such as basket truck or extension equipment but does include extension equipment not owned by the Employer. For any work performed in any Employer extension equipment that is extended for more than 100 feet the Employer will pay an additional \$4.00/hour.
- (d) 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.
- (e) New Employees hired after November 1, 2007 will be paid an hourly wage rate of 75% of the hourly wage rate paid to those Employees hired prior to November 1, 2007 and will progress through the wage grid on the basis of 75% of such wage rate. This provision will not apply to those part time Employees that had been hired prior to November1, 2007 and who become full time Employees.

ARTICLE 21 - WAGES - CUSTODIAL

See SCHEDULE "A"

- (a) Selection of vacation periods will be on a rotation basis and not based on seniority.
- (b) All Employees will be hired at "C" rate, will be increased to "B" rate after 3 months and increased to "A" rate after an additional 9 months.
- (c) New Employees hired after November 1, 2007 will be paid an hourly wage rate of 75% of the hourly wage rate paid to those Employees hired prior to November 1, 2007 and will progress through the wage grid on the basis of 75% of such wage rate. This provision will not apply to those part time Employees that had been hired prior to November1, 2007 and who become full time Employees.

ARTICLE 22- WAGES - CURRENCY EXCHANGE

See SCHEDULE "A"

- (a) Vacations according to Article XI shall be granted each teller. Seniority shall determine the order in which vacations are granted by the Employer.
- (b) Summer vacations from July to August will be distributed equitably, by seniority, among full-time and part-time Employees, to a maximum of 2 week allotments, among those Employees that apply subject at all times to

the operational needs and requirements of the Employer and the restriction that only one (1) Employee from this department may be on vacation at any given time.

- (c) The Employer will endeavour to equitably distribute among readily available and qualified part-time currency exchange department Employees opportunities for hours of work that may be available for part-time currency exchange department Employees. Part-time Employee refusals, acceptances and hours worked are to be logged as running totals on a yearly calendar, made accessible to all Employees, to determine ongoing equitable distribution of such hours of work. This provision will not apply to or take into consideration exchange of shifts or "give away shifts" between Employees.
- (d) 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.
- (e) New Employees hired after November 1, 2007 will be paid an hourly wage rate of 75% of the hourly wage rate paid to those Employees hired prior to November 1, 2007 and will progress through the wage grid on the basis of 75% of such wage rate. This provision will not apply to those part time Employees that had been hired prior to November 1, 2007 and who become full time Employees.

ARTICLE 23 - NEW OR MODIFIED CLASSIFICATIONS

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

ARTICLE 24 HEALTH & SAFETY

- (a) The Employer and Employees shall comply with the *Occupational Health and Safety Act*.
- (b) BWBC shall ensure Employees are aware of any potential dangers and health hazards, this would include informing Employees of policies or procedures associated with the safe handling of materials or equipment,

as well as the requirement to use any protective devices, clothing or equipment.

- (c) BWBC and PSAC shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace.

ARTICLE 25 - BEREAVEMENT LEAVE

In conjunction with Policy 509, all Employees will receive up to three (3) days off with pay from the commencement of the funeral in the event of the death of a spouse, parent, child, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, step-parent, step-child, step-grandparent, step-grandchild, step-brother, step-sister or parent-in-law.

One day off with pay will be granted for attendance at the funeral of a brother-in-law, sister-in-law, aunt and uncle.

Common law and same-sex equivalents will be recognized for equal treatment under this clause.

ARTICLE 26 - CLOTHING ALLOWANCE

In addition to the clothing provisions provided in Policy 514, the following amendments shall:

Operations (f/t and p/t):

- Summer and winter pants \$140.00 per year.
- Toque and hat as needed, as determined by the Employer
- Black boots every three (3) years, \$150.00.
- Black leather shoes, one pair per calendar year, \$135.00.
- Traffic shirts as needed, as determined by the Employer.

Maintenance and Custodians (f/t and p/t):

- Biannual clothing allowance \$280.00.
- Custodians are compensated fully for boot/shoe allowance.

Currency Exchange (f/t and p/t):

- Increase shoe allowance to \$135.00.

Note: BWBC Policy 514, part-time Employees shall receive the same quantity as full-time Employees.

ARTICLE 27 - SOCIAL JUSTICE FUND

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

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

ARTICLE 28 -TERM

The Collective Agreement shall be binding and effective from the date of ratification until November 6, 2014, save and except for the wage adjustments which shall be retroactive to November 7, 2010 for all active employees as of the date of ratification.

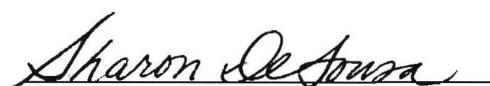
Should either party hereto desire to make at the conclusion of this Agreement a different Agreement, in substitution therefore, that party shall notify the other party thirty (30) days prior to the termination date of agreement.

Dated at Point Edward this 16th day of February, 2012

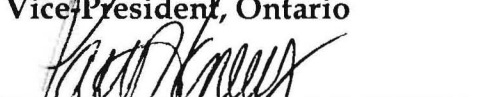
IN WITNESS HEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

FOR THE PSAC (UNION)

FOR THE BWBC (EMPLOYER)

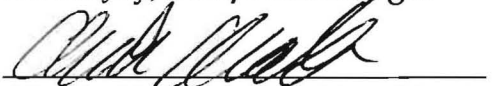

Sharon DeSousa, Regional Executive
Vice-President, Ontario

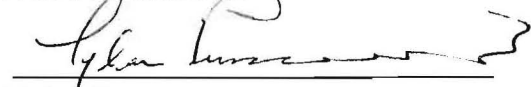

Joe Lopetrone, Operations Manager

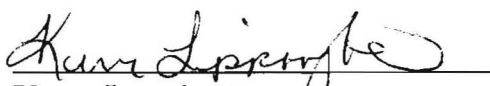

Paul Haney, Local 501 President


David Joy, CFO/HR Manager


Dave Whitbread


Chuck Chrapko, President/C.E.O.


Tyler Puurunen


Kerry Leppington

SCHEDULE "A"

			Effective	Effective	Effective	Effective
Classification	Rate	2009 Wage	November 7/2010	November 7/2011	November 7/2012	November 7/2013
Toll A/Sup	A Rate +	\$26.41	\$26.81	\$27.21	\$27.96	\$28.73
Toll Collector, Bridge Attendant	A Rate	\$24.46	\$24.83	\$25.20	\$25.89	\$26.60
	B Rate	\$23.30	\$23.65	\$24.00	\$24.66	\$25.34
	C Rate	\$22.18	\$22.51	\$22.85	\$23.48	\$24.12
Maintenance	Team Leader	\$29.30	\$29.74	\$30.19	\$31.02	\$31.87
	A Rate	\$27.12	\$27.53	\$27.94	\$28.71	\$29.50
	B Rate	\$25.83	\$26.22	\$26.61	\$27.34	\$28.09
	C Rate	\$24.59	\$24.96	\$25.33	\$26.03	\$26.75
Custodial	A Rate	\$17.54	\$17.80	\$18.07	\$18.57	\$19.08
	B Rate	\$16.70	\$16.95	\$17.20	\$17.68	\$18.16
	C Rate	\$15.90	\$16.14	\$16.38	\$16.83	\$17.29
Currency Exchange	A/Head Teller	\$22.06	\$22.39	\$22.73	\$23.35	\$23.99
	A Rate	\$20.41	\$20.72	\$21.03	\$21.61	\$22.20
	B Rate	\$19.44	\$19.73	\$20.03	\$20.58	\$21.14
	C Rate	\$18.51	\$18.79	\$19.07	\$19.59	\$20.13
EMPLOYEE'S HIRED AFTER NOVEMBER 7, 2007						
			Effective	Effective	Effective	Effective
Classification	Rate	2009 Wage	November 7/2010	November 7/2011	November 7/2012	November 7/2012
Toll A/Sup	A Rate +	\$19.81	\$20.11	\$20.41	\$20.97	\$21.55
Toll Collector, Bridge Attendant	A Rate	\$18.35	\$18.63	\$18.90	\$19.42	\$19.96
	B Rate	\$17.47	\$17.73	\$18.00	\$18.49	\$19.00
	C Rate	\$16.64	\$16.89	\$17.14	\$17.61	\$18.10
Maintenance	Team Leader	\$21.97	\$22.30	\$22.63	\$23.26	\$23.90
	A Rate	\$20.35	\$20.66	\$20.97	\$21.54	\$22.13
	B Rate	\$19.37	\$19.66	\$19.96	\$20.50	\$21.07
	C Rate	\$18.45	\$18.73	\$19.01	\$19.53	\$20.07
Custodial	A Rate	\$13.16	\$14.88	\$15.10	\$15.52	\$15.95
	B Rate	\$12.52	\$14.23	\$14.44	\$14.84	\$15.25
	C Rate	\$11.93	\$13.63	\$13.84	\$14.22	\$14.61
Currency Exchange	A/Head Teller	\$16.55	\$16.80	\$17.05	\$17.52	\$18.00
	A Rate	\$15.31	\$15.54	\$15.77	\$16.21	\$16.65
	B Rate	\$14.59	\$14.81	\$15.03	\$15.44	\$15.87
	C Rate	\$13.89	\$14.10	\$14.31	\$14.70	\$15.11

A one-time wage adjustment of \$1.50 will be applied to each pay rate for the Custodial wage grid defined as "Employee's hired after November 7, 2007", plus the annual wage increases.

Letter of Understanding RE General Holiday Banking

The parties agree that the practice of banking General Holidays will cease effective with the ratification of this collective agreement.

Any banked General Holidays outstanding as of the date of ratification must be utilized on or before April 30, 2012 on a date that is agreeable to the Employee and the Employer. Alternatively, an Employee may request payment for any outstanding banked General Holidays.

Failure to schedule banked General Holidays or if the Employee does not make a payment request within the stated time frame set-out above shall result in the Employer paying out any outstanding General Holidays within three (3) weeks of April 30, 2012, at the then current rate of pay.

Appendices:

HR Policies and Procedures

The following HR Policies and Procedures shall apply in conjunction with this Collective Agreement, and where there is a conflict the Collective Agreement shall prevail.

The Policies and Procedures shall be applied as noted in the stated policies dated November 2011, unless an improvement had been subsequently introduced or as agreed to be amended by the parties.

HR 200	Employment Practices & Staff November 2011
HR 201	Equal Employment Opportunity November 2011
HR 203	Employment Classifications November 2011
HR 205	Temporary Assignments November 2011
HR 300	Employees' Code of Ethics and Conduct November 2011
HR 301	Hours of Work November 2011
HR 302	Attendance & Absenteeism November 2011
HR 303	Workplace Harassment & Discrimination November 2011
HR 304	Smoking Policy November 2011
HR 306	Seniority-Length of Service November 2011
HR 308	Internet Access November 2011
HR 309	Hearing Conservation November 2011
HR 310	Personal Information Protection November 2011
HR 313	Violence In The Workplace November 2011
HR 315	Employee Dress Code November 2011
HR 316	Use of Cell Phones November 2011

HR 317 Use of Company Property
November 2011

HR 318 Public Servants Disclosure Protection Act
November 2011

HR 400 Job Descriptions
November 2011

HR 406 Shift & Other Premiums
November 2011

HR 408 Overtime Meals & Transportation
November 2011

HR 409 Payment For Attending Meeting & Training
November 2011

HR 500 General Holidays
November 2011

HR 501 Vacations
November 2011

HR 502 Short Term Disability
November 2011

HR 503 Long Term Disability
November 2011

HR 504 Life Insurance
November 2011

HR 505 Extended Medical & Health Benefits
November 2011

HR 506 Dental Plan
November 2011

HR 507 Vision Care
November 2011

HR 508 Pension Plan
November 2011

HR 509 Leaves Of Absence
November 2011

HR 510 Maternity, Paternity & Parental Leave
November 2011

HR 511 Car Allowances, Parking
November 2011

HR 514 Clothing Policy
November 2011

HR 515 Employee Assistance Program
November 2011

HR 516 Fitness Program
November 2011

HR 519 Critical Illness Recovery Plan
November 2011

HR 520 Optional Life Insurance
November 2011

