

COLLECTIVE AGREEMENT

BETWEEN:

FEDERAL BRIDGE CORPORATION LIMITED, BLUE WATER BRIDGE LOCATION

(hereinafter referred to as “the Employer” or “FBCL”)

OF THE FIRST PART;

AND

PUBLIC SERVICE ALLIANCE OF CANADA LOCAL 501

(hereinafter referred to as “the Union”)

OF THE SECOND PART;

TERM: 7 November 2023

to

31 March 2028

12888-08

Land Acknowledgement

The Parties acknowledge that Blue Water Bridge is located on the ancestral lands of the Chippewa, Odawa, and Potawatomi peoples, referred to collectively as the Anishinaabeg. It is through the connection of the Anishinaabeg with the spirit of the land, water and air that we recognize their unique cultures, traditions, and values. Together as treaty people, we have a shared responsibility to act with respect for the environment that sustains all life, protecting the future for those generations to come.

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SCHEDULE "A"

FINAL AGREED PROPOSALS FOR A NEW COLLECTIVE AGREEMENT
BETWEEN BLUE WATER BRIDGE AND PSAC, LOCAL 501 - DECEMBER 12,
2023

ARTICLE 1 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between the Federal Bridge Corporation Limited ("Blue Water Bridge Location") 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 PSAC means:

Public Service Alliance of Canada, Local 501

Bargaining Unit means:

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

Employer and/or BWB means:

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

Gender Inclusive Language:

Where a noun, pronoun, or adjective indicating gender or sex is used, all other genders shall be deemed to be included. Gender inclusive pronouns 'they/them/theirs' may also be used in the singular or plural to refer to Employees of any gender.

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) PSAC 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 PSAC 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) PSAC 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 PSAC 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 PSAC 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) PSAC 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 PSAC 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 PSAC consider any such rule or regulation unreasonable, it may be subject to the grievance and arbitration procedure.
- (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 PSAC 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 PSAC.

ARTICLE 5 - STRIKES AND LOCK-OUTS

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

ARTICLE 6 - NO DISCRIMINATION/NO HARASSMENT

- (a) BWB 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 behaviour that is contrary to the Canadian Human Rights Act.

- (b) There shall be no discrimination with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, or any other grounds of the *Canadian Human Rights Act*.
- (c) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (d) If by reason of paragraph (c) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- (e) 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.
- (f) The Employer and PSAC are committed to ensuring a work environment that is free from harassment. Harassment is defined as "any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment". Harassment may be related to one or more of the prohibited grounds outlined above and/or may include conduct and/or behaviours which create an intimidating, demeaning or hostile working environment whether or not it is based on the prohibited grounds. All Employees are expected to treat others with courtesy and consideration and to discourage harassment as per the Canadian Human Rights Act. There shall be no Harassment, Sexual Harassment, or Workplace Violence exercised against or by any Employees.
- (g) Harassment may take many forms: verbal, physical, sexual or visual. It may involve a threat, an implied threat or be perceived as a condition of employment. Words or actions that disparage or cause humiliation to a person in relation to one of the prohibited grounds can occur in a variety of forms including remarks, gestures, graphics or jokes. Some examples of harassment are:
- Remarks, jokes, innuendos, gestures or taunting about a person in relation to his or her racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship, ancestry or any other prohibited grounds of discrimination;
 - Sexual Harassment including sexual assault, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body or physical appearance;
 - Displaying material that is racist, derogatory or objectionable in relation to any prohibited grounds;
 - Refusal to converse or work cooperatively with an Employee because of their racial or ethnic background or any other of the prohibited grounds;

- (h) Properly discharged supervisory responsibilities, including the delegation of work assignments, and/or the assessment of discipline or any conduct that does not undermine the dignity of the individual is in no way to be construed as harassment.
- (i) If an Employee believes she/he has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:
 - Request a stop of the unwanted behaviour;
 - Inform the individual(s) that is harassing or discriminating against you that the behaviour is unwanted and unwelcome;
 - However, it is also understood that should some Employees, the subject of discrimination or harassment, be reluctant to confront their harasser directly, they may request the assistance of a Union Representative or a representative of management. If the unwelcome behaviour was to continue, the Employee will consult the Employer Policy on harassment and will be free to pursue all avenues.
- (j) BWB will implement a No Discrimination/No Harassment Policy to deal with issues of discrimination and harassment. However, it is every Employee's right to take their complaint to the Human Rights Commission.

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 an average of thirty-six (36) hours or less 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.

ARTICLE 8 - SENIORITY, LAYOFF, JOB POSTINGS 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/her seniority rights back-dated to his/her 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 BWB. 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.
- (e) 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. PSAC may request a seniority list. The list shall include the name, date of hire and classification of each Employee in the Bargaining Unit.
- (f) Seniority shall continue to accrue if the Employee takes a contract position with the Employer in an unrepresented role.

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) Layoff's shall proceed as follows:
- (i) BWB 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 in the affected department shall be laid off before an Employee that has acquired seniority in the affected department.
- (d) An Employee who is subject to layoff shall have the right to either:
- (i) Accept the layoff, or
 - (ii) Displace an Employee who has lesser bargaining unit seniority in the department and seniority list (whether full-time or part-time seniority list). Such Employee so displaced shall have the right to displace the least senior Employee in a lower classification in the bargaining unit provided that the displaced Employee subject to layoff has the knowledge, skill, efficiency, ability and qualifications to perform the duties of the lower classification without training other than orientation. BWB shall allow the Employee a period of up to thirty (30) days to demonstrate their ability to perform the duties of the lower classification. The familiarization period may be extended by mutual consent between BWB and the Union. In the event the Employee is unable to perform the work during the familiarization period they shall be laid off.
- (e) An Employee who is subject to layoff shall receive the rate of pay equivalent to or higher to their current wage rate on the new classification wage grid in the new classification.
- (f) Recall notices shall be sent to the Employee by registered mail, with a copy to the PSAC Local.

JOB POSTINGS

- (a) In the case of a job vacancy in an existing position or a newly created job, the Employer will post all vacancies electronically by e-mail to all unionized employees for twelve (12) calendar days. Employees shall apply online.

- (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) The successful applicant for a position shall be placed on a forty-five (45) working day familiarization period upon commencing work in the posted position. If, within forty-five (45) working days, the successful applicant requests a return to her former position or proves unsatisfactory and is returned to her former position, the vacancy will be reposted. Any other Employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position.
- (d) If an Employee successfully bids for and is transferred to a position which has a higher wage rate grid than his/her current wage grid, the Employee shall receive the rate of pay on the higher wage grid in the new position that provides him/her with an increase in pay. The date of transfer shall be established as the new classification date and thereafter the Employee shall progress through the wage grid based on his/her length of service (FTE equivalent) in that classification.
- (e) Where BWB is unable to transfer an Employee selected in accordance with the job posting provision, within 30 calendar days of being awarded the position, BWB will endeavour to notify the Union Local President of the reasons for the delay.
- (f) Current Employees shall be considered first for all posted vacancies in the bargaining unit.

TEMPORARY ASSIGNMENTS

- (a) The Employer has the exclusive right to temporarily transfer Employees within various job classifications and the right to direct the work function of all Employees. When transferring Employees, the Employer shall take into consideration competency and skills. The Employer may afford Employee the opportunity for the temporary assignment before transferring him/her into the temporary assignment. Temporary transfers shall be transfers ninety (90) working days or less.
- (b) If the rate of pay for the job to which the Employee is temporarily transferred is less than the Employee's regular rate of pay, for the job from which the Employee has been transferred the Employee shall receive her/his regular rate of pay during such temporary transfer.
- (c) If the rate of pay for the job to which an Employee is temporarily transferred is a higher rated category he/she shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the Employee's own -*rate, the Employee shall be paid the rate in the higher category, that is, next above his/her own rate.

- (d) A part-time Employee, who is temporarily transferred to full-time work, shall retain his/her part-time status for the period of the temporary transfer, at which time the Employee shall revert to regular part-time work.

ARTICLE 9 - GRIEVANCE PROCEDURE

- (a) It is the mutual desire of PSAC 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, PSAC 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 PSAC 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 PSAC 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 PSAC 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 PSAC, and if required by PSAC, 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 PSAC 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) PSAC 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.

(f) By mutual agreement, the parties may extend the time limit for the submission of a grievance at Step one of Article 9 (d) in respect of grievances related to Discrimination, Harassment and Sexual Harassment.

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 fifteen (15) 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 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 arbitrable shall be arbitrable.
- (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 Employees are eligible for vacations as per the following schedule:
 - (i) During each of the 1st and 2nd calendar year of employment, 4% of regular wages and overtime earnings will be accrued. Employee is entitled to 2 weeks' vacation that may be taken based on accrual.
 - (ii) During each of the 3rd through 5th calendar year of employment, 6% of regular wages and overtime will be accrued. Employee is entitled to 3 weeks' vacation that may be taken based on accrual.
 - (iii) During each of the 6th through 14th calendar year of employment, 8% of regular wages and overtime will be accrued. Employee is entitled to 4 weeks' vacation that may be taken based on accrual.
 - (iv) During the 15th calendar year of employment and each year thereafter, 10% of regular wages and overtime will be accrued. Employee is entitled to 5 weeks' vacation that may be taken based on accrual.
- (b) All vacations earned must be taken by Employees and no Employee shall be entitled to vacation pay in lieu of vacation.
- (c) Vacations must be taken during the calendar year; one-week carry over is allowed but must be taken in the carry over year.
- (d) Employees are encouraged to take vacations for their full entitlement period; splitting of vacations requires approval from the Department Head to ensure vacation coverage is available. Vacation entitlements may only be taken in increments of one day or more. Requests for single day vacations which do not require any additional cost and/or interfere with operational requirements, may be approved on a first request basis.
- (e) If a General Holiday falls during a vacation period a day off with pay will be scheduled later on a mutually convenient day.
- (f) Vacation pay will be deposited in the Employee's bank account with the next regular pay period.
- (g) A vacation week is from Sunday to Saturday to allow seven consecutive days away from work.

If a sickness of three days or more occurs during a vacation, the Employee should advise their Supervisor immediately and arrangements will be made to reschedule the vacation after the illness has been cured and the Employee has returned to work.

Vacation will be re-scheduled at a mutually convenient time. A medical certificate to verify the illness is required.

- (h) The maximum amount of employees that may be granted vacation at any given time in each department will be published by January 1st of each year.
- (i) For Custodial Employees, selection of vacation periods will be on a rotation basis and not based on seniority.

ARTICLE 13 - BENEFITS

BENEFITS FOR ACTIVE FULL-TIME AND PART-TIME EMPLOYEES

- (a) The Employer agrees to continue the benefits listed herein for those full-time and part-time Employees who are not on strike or lay-off and have completed their probationary period. Those Employees on WSIB will receive benefit entitlement in accordance with the provisions of the WSIB. The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance but all Short Term Disability shall cease at age 70 for active Employees.
- (b) Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to assist in the settlement of any such disputes.
- (c) Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the Employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement. Upon request the Employer shall provide details of the plans to the Union.
- (d) The premium cost for the standard benefits shall be paid by the Employer for full-time and part-time Employees that have completed their original probationary period.
 - (i) Group Life Insurance (100%)
 - (ii) Extended Health Plan and Outside of Canada Coverage (100%)
 - (iii) Short-term Disability Insurance (100%)
 - (iv) Long Term Disability (100%)
 - (v) Dental Plan (100%)
 - (vi) Vision Care (100%)
 - (vii) Critical Illness (100%)
- (e) The Employer may at any time substitute another carrier for any plan provided

that the benefits conferred thereby are not decreased. Before making such a substitution the Employer shall notify the Union to explain the proposed change.

SICK DAYS/PAID MEDICAL LEAVE (FULL-TIME AND PART-TIME EMPLOYEES)

- (a) Full-time and part-time Employees will be granted sick time medical leave in alignment with the Canada Labour Code of up to ten days with pay in any calendar year. Employees will be able to accumulate a maximum of ten days, medical leave at any point in time or request they be paid out for any days accrued in excess of five days remaining at the end of each year. All requests for pay out must be received by December 31 of each year and will be paid out to the Employee in January of the following year in each calendar year. Employees will be paid out for each hour of unused medical leave based on their hourly rate as of December 31 of each year.
- (b) Unused medical leave will be compensated for upon resignation/termination for that particular year on a pro rata basis.
- (c) If the Employer requests a doctor's note for any illness or absence from work, the Employer will reimburse the Employee for the doctor's fee associated with this to a maximum of \$150.00 per year for medical reports upon submission of proper and valid receipts in that regard.

PENSION PLAN

- (a) The Employer has established a Pension Plan to provide retirement funds for Employees who qualify. Normal (non-mandatory) retirement age is 65. An early retirement option is available under the plan.
- (b) The Employer agrees to continue the Pension Plan for those full-time and part-time Employees who are not on strike or lay-off and have completed their probationary period.
Employees shall elect to enroll and participate in the Pension Plan.
The Pension Plan shall be as more particularly described and set forth in the Pension Plan documents. Generally, the Pension Plan provides as follows:
 - All regular full-time Employees who have completed six months of continuous service and those who are employed in a position with a contract end date in excess of 12 months shall join the Plan;
 - Regular part-time employees who have completed twelve months of continuous service and those who are employed in a position with a contract end date in excess of 12 months shall join the plan;
 - Upon eligibility, joining the plan is compulsory;
 - On joining the plan, Employees will elect to contribute, by payroll deduction, an amount of between 1% and 7% of their annual earnings. Annual earnings are regular earnings plus overtime payments;
 - The Employer will contribute, on behalf of each Employee in the Plan, an amount equal to the contribution made by the Employee;

- On termination of employment, a cash refund, or other retirement product, as outlined by the carrier, can be purchased equal to the value of the funds in the Employer/Employee's co-funded plan;
- If an Employee dies before the pension plan benefits begin, the designated beneficiary will receive an amount equal to the value of the funds in the Employer/Employee co-funded plan;
- In the event of the death of the Employee after retirement, the spouse will receive pension payments dependent on the option elected by the Employee at the time of retirement;
- When an Employee who has participated in the plan retires, the total value of all the contributions to the plan made by the Employee and the Employer will be used to purchase a pension.

RETIREMENT BENEFITS

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

- with a factor of seventy-five (75) with plus years of service;
- elects retirement;
- is in receipt of pension plan retirement benefits pursuant to the Pension Plan; and who
- on the date of retirement are enrolled in the Employer's benefit plan(s);

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

- Extended Healthcare (as outlined in the plan booklet);
- Dental;
- Vision;
- Life Insurance - \$10,000.00

(b) Eligible Employees who:

- retire at or after age 55 with a minimum of six (6) years of service;
- are in receipt of pension plan retirement benefits pursuant to the Pension Plan; and who
- on the date of retirement are enrolled in the Employer's benefit plan(s), may purchase FBCL retiree benefits at one hundred percent (100%) employee paid of the billed premiums for the following benefits established for such purposes and subject at all times to the terms and conditions of the retirement benefits plan:
 - Extended Healthcare (as outlined in the plan booklet);
 - Dental;

- Vision;
- Life Insurance - \$10,000.00

- (c) Upon the death of the retiree, the Employer will **continue to** contribute hundred percent (100%) of the billed premiums for the following benefits subject at all times to the terms and conditions of the retirement benefits plan for a period of 24 months from the date of death of the retiree for the benefit of the retiree's dependants, if any, for the following benefits:
- Extended Healthcare (as outlined in the plan booklet);
 - Dental;
 - Vision

ARTICLE 14 - GENERAL HOLIDAYS

- (a) For the purpose of this Agreement the Employer will observe the following general holidays:

New Years' Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Alexander Mackenzie Day (Civic Holiday), Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

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

- (b) Will be paid in alignment with the Canada Labour Code.
- (c) When a General Holiday falls on a non-working day, a full-time Employee will be paid an eight (8) hours pay for the General Holiday.
- (d) 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.
- (e) 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.
- (f) If eligible, an Employee will receive General Holiday pay if he or she is off on illness or accident providing the holiday falls within thirty (30) days or less of the initial day of absence and the Employee provides a physician's statement authenticating the illness. Employees are not eligible if holiday falls after 30 days of absence. Upon return to work from an illness or accident over thirty days, an

Employee would immediately be eligible for General Holiday pay.

- (h) Employees who are unable to establish entitlement to wages for at least 15 days during the 30 days immediately preceding a holiday because of their terms and conditions of employment, will receive one-twentieth of the wages earned (excluding overtime) during the 30 calendar days preceding the holiday.

ARTICLE 15 - BULLETIN BOARDS

- (a) Reasonable space on bulletin boards will be made available to PSAC for the posting of official PSAC notices. PSAC 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 PSAC, including the names of PSAC representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 16 - HOURS OF WORK, OVERTIME AND PREMIUMS

HOURS OF WORK

- a) The normal work schedule shall be 80 hours averaged over a two (2) week pay period. Employees will be paid for time worked. Group schedules are determined by the applicable manager. Full time set schedule changes will be posted in the workplace and communicated 30 calendar days in advance of the change.

- (i) MAINTENANCE

Maintenance work schedule is 7:00 a.m. to 3:30 p.m. Monday to Friday with a scheduled unpaid lunch period of ½ hour. Two 15 minute paid breaks are provided each day. The following standby shifts apply during winter: Shift A: 6:00 a.m. to 2:30 p.m. from Monday to Friday. Shift B: 10:00 a.m. to 6:30 p.m. Monday to Friday.

The Maintenance Building Management Specialist's work schedule will be from 8:00 a.m. to 4:30 p.m., Monday to Friday.

Employees will be provided the winter shift schedule 30 calendar days before it commences.

- (ii) CUSTODIANS

Full-time Custodians are assigned to three shifts, 5:30 a.m. to 2:00 p.m. and 2:00 p.m. to 10:30 p.m. and 4:00 p.m. to 12:30 a.m. They are provided a ½ hour unpaid lunch and two 15 minute paid breaks.

Part-time Custodians work a designated schedule as determined by the Maintenance Manager.

(iii) OPERATIONS / BRIDGE ATTENDANTS

Operations provides twenty-four hour coverage at the Bridge. Therefore, a shift schedule is developed and posted every six months. Bridge Attendants, including Traffic and Cashroom duties are provided with a scheduled ½ hour unpaid lunch period after five (5) consecutive hours of work and 4 scheduled 15 minute paid breaks during their 12 hour shift; three 15 minute paid breaks and a scheduled ½ hour unpaid lunch after five (5) consecutive hours during their 10 hour shift and two 15 minute paid breaks and a scheduled ½ hour unpaid lunch after five (5) consecutive hours during their 8 hour shift. Mutual exchange of shifts will only be allowed within the same pay period between Employees of the same classification (i.e. student/student; part-time/part-time; bridge attendant/bridge attendant).

The Operations Department depends on its part-time Bridge Attendants to ensure adequate staffing is on site. Part-time Bridge Attendants have minimal scheduled shifts and the bulk of their shifts are call-ins.

- (b) The normal work schedule is stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.
- (c) Employees scheduled and working shifts of 6 hours or less will be provided with one fifteen (15) minute paid break and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.
- (d) Employees scheduled and working shifts of between 6 to 7 hours will be provided with one fifteen (15) minute paid break and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.
- (e) Employees scheduled and working shifts of 7 hours will be provided with one fifteen (15) minute paid break and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.
- (f) Employees scheduled and working shifts of 8 hours will be provided with two fifteen (15) minute paid breaks and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.
- (g) Employees scheduled and working shifts of 10 hours will be provided with three fifteen (15) minute paid breaks and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.
- (h) Employees scheduled and working shifts of 12 hours will be provided with four

fifteen (15) minute paid breaks and an unpaid break of at least 30 minutes during every period of five (5) consecutive hours of work.

- (i) A work schedule will be posted for each department. The Employer will endeavour to provide full-time Employees with forty-eight (48) hours' notice of change to an Employee's posted scheduled hours.
- (j) Part-time Employees will be scheduled in accordance with the operational needs of the Employer.
- (k) When a modified work week is put into effect by the Employer, it will be dealt with as per the Canada Labour Code Part III.
- (l) If the Employer requires the Employee to be at their disposal during the 30-minute unpaid break period, the Employee will be paid for the break.
- (m) Every Employee will be entitled to unpaid breaks that are necessary for medical reasons. On written request by the Employer, the Employee must provide a certificate issued by a health care practitioner setting out the length and frequency of the breaks needed for medical reasons.
- (n) Every Employee who is nursing is entitled to any unpaid breaks necessary for them to nurse or express breast milk.

OVERTIME

- (a) It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be staffed by qualified Employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer will endeavour to schedule overtime on a voluntary basis. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will endeavour to schedule overtime in a reverse order of seniority in the applicable department, taking into account the particular circumstances of the situation requiring overtime and subject at all times to the Employer's operational needs and requirements.
- (b)
 - (i) One and one-half times the Employee's straight time hourly rate shall be paid for all hours worked in excess of the Employee's regular or standard work day or in excess of 80 hours averaged over a two week period. There will no pyramiding or duplication of overtime pay.
Or,
 - (ii) One and one-half hour time off will be granted for each overtime hour worked, on condition that all parties agree in writing and this time must be taken within five (5) months of applicable pay period or, by mutual consent, within 12 months. (or subject to conditions pursuant to the Canada Labour Code).

- (iii) Employee has right to refuse overtime to fulfil family responsibility. Proof that reasonable steps were taken unsuccessfully would be required
 - (iv) Overtime cannot be refused if attendance is necessary to deal with a situation that could present an imminent or serious:
 - threat to life, health or safety
 - threat of damage or loss of property or
 - threat of serious interference with ordinary operations.
- (c) All overtime requires the approval of Supervision and should be scheduled as far in advance as possible.
- (d) The Employer will attempt to distribute overtime work equitably among the Employees who normally perform the work in the department. Supervision will maintain a record of all overtime worked. The Employee with the least amount of overtime worked in the department should be contacted first. If the Employee refuses the overtime, it will be recorded as if the overtime had been worked. All Employees in the department will be contacted for overtime.

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

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

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

- (f) 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) Compensation shall not be paid for overtime worked by an Employee due to a shift change at the Employee's request.
- (h) Employees will be entitled to a specific number of hours off between shifts. If required to work, without having had the required hours off after working their previous shift, an Employee will be paid double time for the hours worked up to the required number of hours after last punch out and regular rate for the work thereafter.
- 8 hours between each 8 hour shift
 - 10 hours between each 10 hour shift
 - 11 ½ hours between each 12 hour shift

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

OVERTIME MEALS

SHORT NOTICE MEALS

- An Employee who is called in with less than one hour's notice and overtime does not apply would be eligible for the appropriate meals.

OVERTIME MEALS

- When an Employee is required to work overtime two or more hours beyond their normal working time, they would be eligible for an overtime meal.
- An Employee who is called in on overtime, with less than one hour's notice and is required to work until their regularly scheduled shift would be eligible for overtime meal.
- When an Employee is required to work on their day off with less than one hours' notice they will be eligible for overtime meal.
- Eligible overtime meals will be compensated for via bi-weekly payroll at a value of \$30 per meal and will be treated as a taxable benefit.
- Overtime meals are to a maximum of three (3) per calendar day.

PREMIUMS

- (a) Premiums will be added to the rate after - not before - calculating overtime.

SHIFT PREMIUM

- (b) Shift premium will be paid on overtime but overtime rates will not apply to shift premiums.
- (c) Employees will be paid a premium of \$2.50 per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

HIGH CLIMBING PREMIUM

- (d)

- (i) For Maintenance Employees, 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.
- (ii) For any work performed in any extension equipment, which is extended between 80 to 100 feet, including driver of the Under Bridge Inspection Truck, the Employer will pay an additional \$5.00 per hour. Where work is performed at an extension above 100 feet, an additional \$8.00 per hour will be paid.

(The rates in (d) (i) and (d) (ii) are not to be combined).

HAZARD PREMIUM

- (e) The Employer will pay a daily Hazard Premium of \$3.50 to each Employee for each day he/she is required to handle or respond to situations with an elevated hazard risk such as the handling of dangerous goods or responding to bomb threats.

SNOW STANDBY PREMIUM

- (f) When a Maintenance Worker is scheduled for standby for snow removal they will be paid eight (8) hours for a period of seven days for carrying the pager and being available for snow removal; pager pay is not overtime pay.

If the Employee is called into work for snow removal, they will be paid double time for actual hours worked with minimum pay of two hours. Call backs during that two (2) hour period will be considered as one and the same call.

WEEKEND STANDBY PREMIUM

- (g) When a Maintenance Worker is requested by a manager or supervisor to be on standby over a weekend (post-Friday shift to pre-Monday morning shift) or long weekend (statutory holiday weekend), the Employee shall be paid 2 ½ hours per day for the period available for call back. This standby pay is not overtime pay.

TRADES CERTIFICATION PREMIUM

- (h) Maintenance Workers who possess a valid certification for trades specified in Schedule 'B' shall be entitled to a \$500.00 per year premium. The \$500 will be dispersed as part of the normal payroll on a bi-weekly basis. The premium will remain in effect as long as the Employee is actively employed in the maintenance department and maintains their certification.

TEAM LEAD PREMIUM

- (i) Employees will be paid a premium of \$3.00 per hour for all hours worked as a Team Lead.

ARTICLE 17 - JOB DESCRIPTIONS

- (a) The Employer may establish and amend job descriptions, as required, from time to time in accordance with its operational needs and requirements. The Employer will endeavour to consult with Employees with respect to the establishment and amendment of any job descriptions. The Employer will provide the Union with any amended job descriptions.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

- (a) An Employee, who is discharged or suspended, shall be given a reasonable opportunity to meet with his/her steward before leaving the Employer's premises unless, in the circumstances, it is necessary to require the Employee to leave the premises immediately. The Employee shall be notified in writing of such discharge or suspension.
- (b) An Employee, who is discharged or suspended, may file a grievance at Step Two of the grievance procedure within seven (7) days of such discharge or suspension.
- (c) An Employee, upon written request to her supervisor, may, in the presence of a Manager, as mutually agreed upon by the Employer and Employee, review the contents of her personnel file at a mutually agreeable time. An Employee shall have the right to obtain copies of any documents contained in her personnel file provided to the Employee.

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

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

the conduct warrants a termination of employment for just cause. The Union reserves the right to grieve any discipline issued.

ARTICLE 19 - WAGES

Term November 7, 2023 to March 31, 2028

- All of the terms and provisions of the Collective Agreement shall be applicable and effective from date of ratification save and except for wage increases which are to be retroactive to November 7, 2023.
- One time signing bonus of \$2,500 payable with thirty days of ratification to active members (at the date of ratification); proration applies for members with less than one year of continuous service and for members averaging less than 40 hours/week over the last four months.
- Additionally, quarterly amount of \$450 for Bridge Attendants hired before November 6, 2007 payable the pay date following Jan 1, 2024, April 1, 2024, July 1, 2024, October 1, 2024 and Jan 1, 2025 (totaling \$2,250) to active members at the time of payment. This is the offset for April 1, 2024 and wage increase parity.
- Across the board wage increase to current base rates per schedule A.

Schedule A

	7-Nov-23	1-Apr-24
Custodial	\$ 20.06	\$ 20.67
Custodial 2007	\$ 22.69	\$ 23.37
Bridge Attendant	\$ 24.84	\$ 25.59
Bridge Attendant 2007	\$ 31.36	\$ 31.36
Building Management Systems Specialist	\$ 30.24	\$ 31.15
Building Management Systems Specialist 2007	\$ 38.76	\$ 39.92
Maintenance	\$ 27.42	\$ 28.24

- Employee placement in the new six-step grid will occur April 1, 2025 at the next step providing a minimum increase of 2%.
- Starting April 1, 2026 employees will progress through a six-step grid (one-step per year); each step provides a 4.6% increase.

April 1, 2025

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Roles
\$22.56	\$23.60	\$24.69	\$25.83	\$27.02	\$28.26	Custodial
\$25.04	\$26.20	\$27.40	\$28.66	\$29.98	\$31.36	Bridge Attendant
\$27.83	\$29.11	\$30.45	\$31.85	\$33.32	\$34.85	Maintenance, BMSS

Employees Hired Before November 7, 2007 whose wage is higher than or equal to step 6 for 12 or more months

Classification	1-Apr-25	1-Apr-26	1-Apr-27
Bridge Attendant 2007	\$31.98	\$32.62	\$33.19
Building Management System Specialist 2007	\$40.72	\$41.53	\$42.26

- Employees who have reached the top of the six step grid will be eligible for yearly increases as follows:

November 7, 2023 - 3%;

April 1, 2024 - 3%;

April 1, 2025 - 2% for employees who have completed at least one full year at step 6 of the pay grid;

April 1, 2026 - 2% for employees who have completed at least one full year at step 6 of the pay grid;

April 1, 2026 - 1.75% for employees who have completed at least one full year at step 6 of the pay grid.

- New Custodial, Bridge Attendants and Maintenance Workers starting April 1, 2025 will be hired at step 1 rate, BMSS workers will be hired between step 1 and step 3 based on prior experience, certifications, and education. All employees will be increased to each successive step annually, each April, partial years of service will be subject to proration of step increase.

ARTICLE 20 - NEW OR MODIFIED CLASSIFICATIONS

- (a) 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 21 - HEALTH & SAFETY

- (a) The Employer and Employees shall comply with all applicable Occupational Health and Safety laws, including by not limited to Canada Labour Code, Part II and Regulations.
- (b) BWB 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) The Federal Bridge Corporation Limited shall, in consultation with the Workplace Occupational Health and Safety Committee, develop, implement and monitor a program for the prevention of hazards in the workplace including plans, assessments, preventive measures, training and evaluations as prescribed by law.
- (d) Occupational Health and Safety Committees and Representatives shall participate to adopt and implement reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury, as prescribed by all applicable Occupational Health and Safety laws.
- (e) The Employer agrees to provide two (2) hours of paid time during the Employee's day off work to Employees who are required by the Employer to undergo audiometric testing or other tests mandated by the Employer as well as the cost of these tests and any protection devices.

ARTICLE 22 - CLOTHING

- (a) The Employer will supply clothing/uniforms (such as jackets/shirts/ blouses) or required safety apparel, as may be required by the Employer, to be utilized by full-time and part-time Employees to perform their duties. The Employer will select the suppliers of clothing/uniforms. Employees will arrange for fitting and pick up/delivery of clothes at the specified vendors who then bill the Employer. The clothing/uniforms will be maintained by the Employees and will be replaced as deemed necessary by the Employer. The Employer will determine if dry cleaning is required of any clothing and if it so determines, the Employer agrees to pay the cost associated with such dry cleaning.
- (b) The Employer will provide full-time and part-time Employees with a pant allowance or short allowance (with the approval of Health and Safety) of \$275.00 per year, for Employees to purchase and maintain pants required for work. Maintenance Employees will be provided with a \$350.00 pant allowance per year. The Employee will submit receipts to support the payment of the pant allowance.

- (c) The Employer will provide full-time and part-time Employees with a boot allowance of \$200.00 every three years for the purchase of winter boots and \$200.00 every year for CSA approved boots for those Employees that are required to wear them. The Employee will submit receipts to support the payment of the CSA approved boot allowance.
- (d) The Employer will provide full-time and part-time Employees with a shoe allowance of \$200.00 per year for the purchase of regular shoes if required. The Employee will submit receipts to support the payment of the shoe allowance.

ARTICLE 23 - TERM

- (a) The term of the Collective Agreement shall be from November 7, 2023 to March 31, 2028. However, the terms and provisions of the Collective Agreement shall only be binding, effective from the date of ratification save, and except for wage increases which are retroactive to November 7, 2023.
- (b) 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.

ARTICLE 24 - SOCIAL JUSTICE FUND

- (a) 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 25 - CAR ALLOWANCE

- (a) The Employer shall reimburse Employees when personal cars are used for Blue Water Bridge business in accordance with The Federal Bridge Corporation Limited Policy in that regard titled "Travel, Hospitality, Conference & Event Policy"

ARTICLE 26 - EMPLOYEE TOLL DISCOUNT PLAN

The Employer agrees to implement an Employee Toll Discount Plan as follows:

- (a) the Employer will reimburse an Employee 50% of the cost of the applicable toll for a passenger vehicle on the date of travel upon submission of valid and proper proof that such toll was incurred;

- (b) the plan will only apply to the Canadian side of the Blue Water Bridge and will not apply to any cost associated with charges by the Michigan Department of Transportation;
- (c) the Employee must be in the vehicle at the time of the crossing and the toll charge being incurred;
- (d) any abuse of the plan by an Employee will result in termination of the Employee's participation in the plan and/or disciplinary action up to and including termination of employment for cause;
- (e) the Employer may terminate the Employee Toll Discount Plan upon thirty days' notice to PSAC.

ARTICLE 27 - STORAGE SPACE

- (a) In order to facilitate the administration of the Collective Agreement, the Employer shall make available to the Union, without charge, storage space that is accessible and conducive to the safe storage of confidential materials.

ARTICLE 28 - FITNESS ALLOWANCE

The Employer will provide subsidization in the form of a flat amount, per calendar year, to each Employee upon proof that they purchased a membership at a fitness club, fitness training or instruction as follows:

- (a) available only to full-time and part-time Employees who have completed the probationary period;
- (b) reimbursement will be to a maximum of \$200.00 per calendar year upon presentation of a completed Employee Expense Reimbursement Form with proof of payment in the year the expense was incurred;
- (c) reimbursement of up to \$200.00 is for the cost of a single membership only. Family memberships are the responsibility of the Employee;
- (d) the allowance will be treated as a taxable benefit for CRA purposes.

ARTICLE 29 - LEAVES OF ABSENCE

(a) LIFE LEAVE

Employees who have acquired seniority may be granted a Leave of Absence without pay provided the Employer is given at least four (4) weeks' notice of such request. At least one (1) full year must elapse between requests for Leave of Absence by the same Employee. The Employer may waive the time limits for requests. Vacation, sick/medical leave or personal days will not accrue or accumulate during the period of a personal leave of absence.

(b) BEREAVEMENT LEAVE

- (i) All Employees shall be entitled to a bereavement period up to 10 days. Maximum of five (5) days (40 hours paid), remainder without pay, which must be taken within a six month period after the date of death in the event of the death of a spouse, parent, child, (including child of common law partner), grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, step-parent, step-child, step-grandparent, step-grandchild, stepbrother, foster parent, step-sister, parent-in-law or ward of the Employee. Employees have the option of taking the lessor of up to five (5) days of leave with pay at one time or choice to split the time allotment into two (2) separate leave periods.
- (ii) Two (2) consecutive days off with pay will be granted for attendance at the funeral of a brother in-law, sister-in-law, aunt and uncle.
- (iii) Common law and same-sex equivalents will be recognized for equal treatment under this provision.
- (iv) The Employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied.

(c) **EDUCATION LEAVE**

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

(d) **TRAINING AND DEVELOPMENT LEAVE**

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

(e) **UNION LEAVE OF ABSENCE**

The Employer will grant a leave of absence to not more than three (3) Employees at any one time (provided that a Union Steward will always be available in the workplace and not more than one from a classification from the bargaining unit for the purpose of attending union business, to a maximum of thirty (30) days total for the bargaining unit. The Employer shall be given fourteen (14) days' notice in writing prior to the commencement of the function for which leave is requested and which request shall not be unreasonably denied. Requests shall state the

general nature of the function. The Employer shall not incur any cost whatsoever as a result of such permission being granted. The Employee shall not suffer any loss of rights formerly enjoyed before such leave was granted. Where such leave has been granted, the Employer will continue to pay such Employee his/her regular wages and benefits. The Employer will bill PSAC monthly for 100% reimbursement by PSAC for the wages and benefits paid to such members. The Union will remit payment within 15 days of receiving the invoice from the Employer.

(f) **PREGNANCY AND PARENTAL LEAVE**

Applicable to full-time and part-time Employees

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

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

Such payment shall commence following completion of a one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the Employee is in receipt of such benefits, for a maximum period of fifty-two (52) weeks for a pregnancy or parental leave. The Employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

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

(g) **PERSONAL LEAVE**

After three (3) months of service, an Employee may be granted the lesser of up to five (5) days or forty (40) hours of leave with pay (taken in minimum one (1) hour blocks) for specific personal reasons, such as those specified in the Canada Labour

Code. There is no carry over to the following year or any pay out of any unused Personal Days. An Employee may be granted such Personal Days provided:

- i. the Employee makes a formal request in writing in a form to be supplied by the Employer;
- ii. the day(s) requested does not conflict with the operational needs of the Employer.

(h) **UNPAID MEDICAL LEAVE**

Employees are eligible for up to twenty-seven (27) weeks of unpaid leave for personal illness or injury, organ or tissue donation or medical appointments during work hours. A medical certificate, issued by health care practitioner certifying the Employee was incapable of working would be required for leave of five (5) days or longer. Written request indicating day on which the leave is to begin and the expected duration of the leave at least four weeks before that day, unless there is a valid reason why that notice cannot be given, in which case the Employee must provide the Employer with written notice as soon as possible.

(i) **LEAVE FOR VICTIMS OF FAMILY VIOLENCE**

Employees are entitled ten (10) days per calendar year. The first 5 days are paid. Leave may be taken at one time or split into multiple separate leaves.

(j) **LEAVE FOR TRADITIONAL PRACTICES**

Every Employee who is an Aboriginal (Indian, Inuit, Metis) and has completed at least 3 months' of consecutive service, will be entitled to an unpaid leave of absence of up to five (5) days per calendar year to engage in traditional Aboriginal practices, which includes: hunting, fishing and harvesting.

(k) Other leave entitlements are available to employees in accordance with the Canada Labour Code. The entitlements are described in detail in the Canada Labour Code. These include:

- Compassionate Care Leave (unpaid)
- Leave related to critical illness (unpaid)
- Leave related to death or disappearance of a child (unpaid)
- Leave for court or jury duty (unpaid)
- Leave of absence for members of the reserve force (unpaid)

**Letter of Understanding Regarding
Schedule "A" (Two Tier Wage Structure) and Compliance with Canada Labour Code**

Between:

FEDERAL BRIDGE CORPORATION LIMITED (BLUE WATER BRIDGE LOCATION),
(hereinafter referred to as "the Employer" or "FBCL")

And

PSAC Local 501
(hereinafter referred to as "the Union")

The parties therefore agree as follows:

1. The Union confirms that no claim or grievance will be advanced during the life of this Collective Agreement to allege that Schedule "A" to the Collective Agreement does not comply with the Canada Labour Code provisions in any manner.

The undersigned hereto warrants that each of the signatories to this Letter of Understanding is authorized to bind its respective Party.

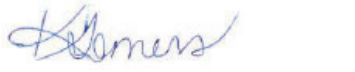
Signed on this 12 day of December, 2023

For the Employer:



Chief Corporate Services Officer







For the Union:



Ontario Regional Negotiator, PSAC









**Letter of Understanding Regarding the
Establishment of a Joint Benefits Committee**

Between:

FEDERAL BRIDGE CORPORATION LIMITED (BLUE WATER BRIDGE LOCATION),
(hereinafter referred to as “the Employer” or “FBCL”)

And

PSAC Local 501
(hereinafter referred to as “the Union”)

The Parties agree to form a working group within eight months of the ratification of this Collective Agreement, a Committee comprised of a maximum of three (3) representatives of FBCL and the Union will be formed to discuss the opportunity to achieve efficiencies in the group benefit plan, including the structure of the plan.

The undersigned hereto warrants that each of the signatories to this Letter of Understanding is authorized to bind its respective Party.

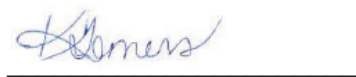
Signed on this 12 day of December, 2023

For the Employer:



Chief Corporate Services Officer







For the Union:



Ontario Regional Negotiator, PSAC







**Letter of Understanding Regarding the
Establishment of a Joint Working Group Task Force on
Professional Development**

Between:

FEDERAL BRIDGE CORPORATION LIMITED (BLUE WATER BRIDGE LOCATION),
(hereinafter referred to as "the Employer" or "FBCL")

And

PSAC Local 501
(hereinafter referred to as "the Union")

The Parties recognize that professional development is an important part of an effective workplace, and continued learning opportunities are of mutual benefits to the Employer and the employees.

The Parties agree to form a working group within ninety (90) days of the signing of this Collective Agreement to identify processes for supporting employees' professional development. The group will include at least two (2) Union representatives and two (2) Employer representatives.

The purpose of this group will be to:

- Establish a terms of reference for the working group;
- Review the professional development processes;
- Educating on the performance management tool;
- Recommend activities and training and
- Assess the opportunities for professional development for each employee group.

Signed on this 12 day of December, 2023

For the Employer:



Chief Corporate Services Officer







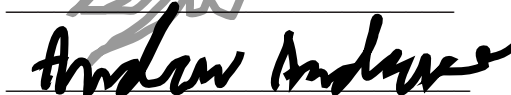
For the Union:



Ontario Regional Negotiator, PSAC







Dated at Point Edward, this 12 day of December 2023.


IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

FEDERAL BRIDGE CORPORATION LIMITED

PUBLIC SERVICE ALLIANCE OF CANADA

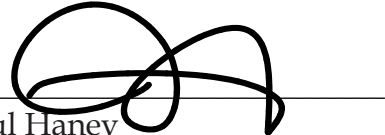

Remi Paquette
Chief Corporate Services Officer



Craig Reynolds
Regional Executive, Vice President


Seanna Pickard
Director, Human Resources



James Moore
President, Local 501



Joseph Dedecker
Bridge Director


Paul Haney
Team Member


Karly Somers
Controller


David Whitbread
Team Member


Andrew Anderson
Team Member


Morgan Oddie
Negotiator

Schedule 'B' - Trades Premium for Maintenance Workers	
TRADES	RED SEAL
Agricultural Equipment Technician	Yes
Automotive Service Technician	Yes
Construction Millwright	No
Electrician – Construction and Maintenance	Yes
Facilities Mechanic	No
Facilities Technician	No
Fitter – Metal Fabricator	Yes
Gas Fitter	No
General Carpenter	Yes
General Machinist	Yes
Heavy Duty Equipment Technician	Yes
Heavy Equipment Operator – Excavator	No
Heavy Equipment Operator – Tractor Loader Backhoe	No
Hoisting Engineer – Mobile Crane Operator - Br. 1	Yes
Hydraulic / Pneumatic Mechanic	No
Industrial Electrician	Yes
Industrial Mechanic Millwright	Yes
Instrumentation and Control Technician	Yes
Ironworker: Generalist - Br. 1	Yes
Ironworker: Structural and Ornamental - Br. 2	Yes
Machine Tool Builder and Integrator	No
Plumber	Yes
Precision Metal Fabricator	No
Refrigeration and Air Conditioning Systems Mechanic	Yes
Sheet Metal Worker	Yes
Truck and Coach Technician	Yes
Welder	Yes