

**AGREEMENT**

**Between**

**DETROIT AND CANADA  
TUNNEL CORPORATION**

**Detroit, Michigan**

**— and —**

**NATIONAL AUTOMOBILE  
AEROSPACE AND TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA  
(C.A.W. - CANADA)**

**AND ITS LOCAL 195**

**Windsor, Ontario**

**June 11, 1997**

X

0379706

**RECEIVED** to  
**JUL 31 1998** **JANUARY 31 2000**

# INDEX BY SUBJECTS

AGREEMENT DATED APRIL 29, 1997

Item	Section	Page
Absence, Leaves of	8.07	10
Addendum, Money Room		
Arbitration	7.05	6
Bereavement Leave	20.10(a)(b)	34
Bids - New Jobs	8.10	11
Bulletin Boards - Union Notices	11.01	20
Call-In Pay	8.16(b)	15
Change of Address	8.14	14
Change of Carrier	20.04(3)	31
Chauffeurs Licenses	20.05(b)	32
Check-Out Time	20.15	36
Check-Off Union Dues	5.03, 5.04, 5.05	3
Classifications and Hourly Rates		4
Clothing Allowance	20.06(a)(b)(c)	32
Coffee Breaks - Letter of Understanding #7		53
Committee, Union	6.01	4
Contracting Out	6.02	4
Cost-of-Living Allowance (Appendix "A")		43
Death in Family	20.10	34
Dental Insurance	20.04(1)(d)	28
Departments, Seniority	8.03	8
Disabled Employees	20.02	28
Disability Pay	16.01	23
Disciplinary Action	17.01	24
Discrimination	15.01	23
Duration of Agreement	27.01	41
Education Leave	21.01	38
Employee Lists	5.05	4
Excluded Positions, Promotion to Extra Work	8.09 18.02	10 25

2

Funeral Leave	20.10	34
Green Shield Coverages	20.04(1)	28
Green Shield Coverages (Deceased Employees)	20.04(2)	31
Grievance Procedure	7.01	5
Health & Safety	22.01	38
Helpers, Maintenance	8.11	12
Holidays and Holiday Pay	9.01	16
Holiday Pay - Eligibility	9.03	17
Hospital - Medical - Surgical Insurance	20.04(1)(b)	28
Hourly Rates		45
Hours of Work	8.16	15
Identification Passes	20.05(a)	31
Immigration Laws	20.03	28
International Operations	20.03	28
Jury Duty	20.11	35
Layoffs	8.12	13
Leaves of Absence, Unpaid	8.07	10
Licenses, Trade	20.05(c)	32
Life Insurance	20.04(1)	28
Local 195	3.01	2
Loss of Seniority	8.06	10
Lunch Periods	20.08	34
Major Disability	19.01	27
Management's Rights	4.01	3
Money Room Employees		71
New Jobs	8.10	11
Non-Compensable Injuries	16.01	23
Notice of Recall	8.14	14
Optical Insurance	20.04(1)(e)	29
Overtime Distribution	18.01	24
Overtime Pay	18.06	26
Paid Absence	20.18(a)(b)(c)(d)	37
Paid Education Leave	21.01	38
Paid Holidays	9.01	16
Pay Days	20.14	36
Part-time Employees	13.01	21
Pension Plan	24.01	39

Personnel Files of Employees	17.02	24
Posting - New Jobs and Vacancies	8.10	11
Pregnancy and Adoption Leave	23.01	39
Probationary Period	8.01	7
Probationary Employees		
Rate of Pay	8.17	15
Purpose	1.01	1
Rates of Pay (Departments)	12.01	21
Recall	8.13, 8.14	14
Recognition of Union	2.01	2
Reduction in Force	8.12	13
Relief by Salaried Personnel	20.13	35
Representation of Union	6.01	4
Retirees - Life Insurance	20.04(2)(a)	36
- Pension Payment	20.16	36
- Automobile Pass	20.05(a)	31
Rules & Regulations	14.01	23
Safety Committee	22.02	38
Safety Equipment	22.03	39
Seniority, Acquisition of Department	8.03	8
Seniority - Excluded Positions	8.09	10
Seniority - Loss of	8.06	10
Seniority, Promotions and Transfers	8.04	8
Shift Premium	20.17	36
Shifts - Scheduling	8.15	14
Steward, Union	6.01	4
Subcontracting Work	6.02	4
Temporary Transfers	8.04	8
Termination of Agreement	27.01	41
Termination of Employment	20.01	27
Toll Collectors - Check Out	20.15	36
Transfers to Other Departments	8.04	8
Tunnel Maintenance Helpers	8.11	12
Uniform Allowance	20.06(a)(b)(c)	32
Union Committee	6.01	4
Union Office	6.04	5

Y

Union Security	5.01	3
Union Seniority	8.05	10
Vacancies - Job	8.10	11
Vacation - Allowances	10.01 - 10.04	18
Vacation Pay - Termination of Employment	10.09	20
Vision Care	20.04(1)(e)	29
Witness Fees Supplement	20.11	35
Work Week	8.16	15
Written Communications	20.12	35

### **Letters of Understanding**

No. 1 Re Drug and Alcohol Abuse	46
No. 2 Re Traffic Division Uniforms	47
No. 3 Re Duties of Part-Time Supervisor	49
No. 4 Re Pay Cheques	50
No. 5 Re Undertaking re Detroit and Windsor Ventilation Buildings	51
No. 6 Re Bereavement Leave	52
No. 7 Re Coffee Breaks	53
No. 8 Re Benefit Plans	54
No. 9 Re Part-Time Employees	55
No. 10 Re Parking	56
No. 11 Re Understanding on Paid Absence Days	57
No. 12 Re I.D. Cards	58
No. 13 Re Training of Part-Time Guards	59
No. 14 Re Sexual Harassment	60
No. 15 Re Termination of Part-Time Employee	62
No. 16 Re Apprentice Electrician Program	63
No. 17 Re New Technology	67
No. 18 Re Shift Schedules	68
No. 19 Re Payment of Medical Slips/Reports	69

## AGREEMENT

entered into as of the 29th day of April, 1997.

BY AND BETWEEN:

**DETROIT & CANADA TUNNEL CORPORATION**, of Detroit, Michigan, a Michigan Corporation, on behalf of its wholly owned subsidiary The Detroit and Windsor Subway Company, of Windsor, Ontario, a Canadian corporation hereinafter referred to as the "COMPANY"

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AM) GENERAL WORKERS UNION OF CANADA (CAW. - CANADA) AND ITS LOCAL 195**, hereinafter referred to as the "UNION"

**WITNESSETH:**

### PURPOSE

**1.01** The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions.

## RECOGNITION - EXCLUSIONS

**2.01** The Company recognizes National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. -Canada) as the exclusive representative of all employees of the Company on the Canadian payroll who are paid in Canadian funds, excluding supervisory officials, for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment.

**2.02** The Company will (unless otherwise required by law) negotiate at all times necessary in the manner provided herein, with the chosen accredited representative of its employees for the purpose of determining any disputes which may arise as to wages, hours, working conditions, discrimination and dismissals.

### LOCAL 195

**3.01** The National Union agrees that Local 195, National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. - Canada), (hereinafter called the "Local") is a branch thereof, chartered by and in good standing with it and acknowledges its responsibility to the Company for the acts of the Local, its officers, agents and representatives pertaining to this agreement as fully as though such acts were its own acts. (The National Union represents that the membership of said Local has duly ratified this agreement and authorized its execution by the National Union).

## **MANAGEMENT'S RIGHTS**

**4.01** The management of *the* Company and the direction of the working force, including the *right to hire*, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency among its employas, and the right to determine the extent to which the Company's business shall be conducted, is vested exclusively in the Company, except as otherwise expressly provided herein. The Company shall have the right to assign the work, determine the shifts, assign employees to the respective shifts and transfer employees regularly assigned to a job classification to work in other job classifications. Such rights shall not be inconsistent with the provisions of this agreement and shall not be used to limit or restrict the rights of employees herein provided.

## **UNION SECURITY**

**5.01** As a condition of employment, all employees covered by this agreement, both present employees and new employees, shall be and remain good standing members of the union.

**5.02** Any employee not a member of the Union on the effective date of this paragraph shall become such member not later than the thirtieth day following such effective date. Any employee hired <sup>OD</sup> or after such effective date shall become such a member on the thirtieth day following the beginning of his employment.

**5.03** The Company will deduct from the wages of employees, initiation fees and periodic Union dues as the same become due. The Financial Secretary of Local 195, C.A.W. will contact the Company following execution of this agree-



*ment to workout* with the Company the procedures to be used for deducting initiation fees from employees.

**5.04** All such deductions shall be made during the first pay period of each month.

**5.05** All such sums deducted, together with a record of those from whom deductions have been made, shall be forwarded to the Secretary-Treasurer of Local 195, C.A.W., not later than ten (10) calendar days after the pay day on which such deductions were made. Where the Company has not deducted from an employee it will indicate on the record the reason for the non-deduction. The Company will add to T-4 slips the statement of Union dues. The Company will forward to the National office of the C.A.W. quarterly a list of the names and addresses of the employees.

## REPRESENTATION

**6.01** The employees shall be represented by a Union committee of the chairman, secretary and two stewards, who shall be elected by the employees. The Union committee will be allowed reasonable time to do Union business arising out of the administration of the collective agreement while on the property without loss of pay.

**6.02** The Company agrees that no employee will be laid off as a result of the contracting out by the Company of work normally done by members of the bargaining unit.

**6.03** The Company will pay the Union Committee, no greater than Four (4) in number, while negotiating with the Company for the renewal of this Agreement their regular wages for time spent in meetings with the Company up to a maximum of forty (40) hours for each member of the Union Committee.

**6.04** The Company will provide to the Union an office in the new construction on the Tunnel Plaza with a telephone for local calls of the same security as the management and supervisors' telephones.

## **GRIEVANCE PROCEDURE**

**7.01** An employee having a grievance shall present it to his steward in writing, who shall take it up with his immediate supervisor. It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated or occurred more than five (5) days, exclusive of Saturdays, Sundays and paid holidays, prior to its presentation or five (5) such days from the time the employee or the Union became aware or should have become aware of such occurrence. The immediate supervisor shall deal with the written grievance and render his decision thereon in writing within two (2) days, exclusive of Saturdays, Sundays and paid holidays, following the day upon which he received the written grievance. If an employee is called in before his shift or held over after the conclusion of his shift for a disciplinary meeting, the Company will pay such employee at his straight time rate for the time spent by the employee for such meeting before or after his shift.

**7.02** If the grievance is not adjusted satisfactorily by said supervisor and the steward, it shall be taken up by the Union committee and management at the next meeting between the Management and the Union committee, provided that the Union committee shall have given the Management notification in writing of the full details of said grievance at least twenty-four hours prior to said meeting. Management's decision shall be rendered in writing to the Chairman of the Union committee not later than three (3) days, exclusive of Saturdays, Sundays and paid holidays, after the holding of the meeting.

**7.03** Grievances which cannot be satisfactorily settled as herein provided shall be reviewed jointly by representatives of the national Union and senior Management Management's decision shall be rendered in writing to the Chairman of the committee not later than five (5) days, exclusive of Saturdays, Sundays and paid holidays, after the joint review by representatives of the National Union and senior Management.

**7.04** If an employee's grievance is that he has been unjustly dealt with or unjustly discharged, the consideration of his grievance may include not only the merits of the case, but also what, if any, compensation shall be paid for the time lost in the event his reinstatement is agreed upon.

**7.05** Grievances which are not satisfactorily settled after the grievance procedure has been exhausted may be referred to an arbitrator, whose decision shall be final and binding, providing the party desiring to proceed to arbitration gives to the other party notice of such desire ten (10) days, exclusive of Saturdays, Sundays and paid holidays, after receipt of the decision rendered at or following the joint review by senior Management and the National Union. If the parties cannot agree on an arbitrator, the appointment shall be made by the Minister of Labour for Canada.

**7.06** An arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement, he shall, however, in respect of a grievance involving a penalty, be entitled to modify or set aside such penalty as in the opinion of the arbitrator is just and equitable.

**7.07** The following special procedure shall be applicable to a grievance alleging improper discharge of an employee and/or suspension of an employee:

(a) A discharged or suspended employee may present the grievance in writing to the Labour Relations Representative through the Chairman of the committee within three (3) days, excluding Saturdays, Sundays and paid holidays, of the discharge or suspension and the Company will render its decision within two (2) days, excluding Saturdays, Sundays and paid holidays, after receipt of the grievance. If the decision of the Company is not acceptable to the Union such decision may thereupon be referred to an arbitrator in the manner provided in paragraph 7.05 whose jurisdiction will be restricted as provided in paragraph 7.06.

(b) The Company agrees to notify in writing the Chairman, or in his absence the Secretary as Acting Chairman, or in the absence of both the Chairman and the Secretary, the member of the Union Committee as defined in Article 6.01 who the Company has been notified in writing is the Acting Chairman, whenever an employee is discharged, which notice shall include a brief statement of the grounds for such discharge. The Chairman, or in his absence the Secretary as Acting Chairman, or in the absence of both the Chairman and the Secretary, the member of the Union Committee as defined in Article 6.01 who the Company has been notified in writing is the Acting Chairman, together with another member of the said Union Committee shall be present at the time of discharge if the employee is discharged on the premises.

## **SENIORITY**

**8.01** New employees shall be considered as probationary employees for the first ninety (90) calendar days.

**8.02** After ninety (90) calendar days in a twelve (12) month period an employee acquires seniority and his name shall be placed on the seniority list as of his date of hire.

**8.03** Employees will acquire department seniority as of the date of entrance into the department. The departments are as follows:

Traffic  
Toll  
Maintenance  
Garage  
Janitors  
Labour  
Money Room

**8.04** In transferring employees from one department to another the employees with the greatest seniority in the department will be given the preference for such transfers, and if no employees in the department wish to exercise this preference, the employees with the least seniority in the department will be transferred, except as provided for in paragraph 8.10, and except that in temporary transfers from the Traffic Department to the Toll Department the employees with the greatest Company seniority will be given preference. Labourers with the greatest Company seniority will be given preference in filling the temporary vacancies in the Traffic Department.

Where an employee exercises his seniority to temporarily transfer from one department to another to fill a temporary vacancy caused by the vacation of an employee, such transferring employee shall be required to fill that vacancy only for the period of the vacation even though such vacancy may be extended by circumstances arising during the vacation which extends the absence of the absent employee beyond the vacation period.

Where an employee exercises his seniority to temporarily transfer from one department to another to fill a vacancy caused by any circumstances other than vacation, such transferring employee shall be required to fill the vacancy for the period during which the vacancy exists or for a period of six (a) months, whichever period is the lesser.

These above two paragraphs do not apply to an employee with the least seniority who is transferred by the Company. However, where an employee has been transferred by the Company and has filled the vacancy for a period of six (6) months, then at the expiry of the said six (6) month period an employee with greater seniority who would have been given preference to fill the original vacancy if he had asked may exercise his greater seniority to fill the vacancy for the next period of six (6) months or less if the temporary vacancy ceases to exist. In addition if at the expiry of the said six (6) month period the employee who had the least seniority in the department and had been assigned by the Company is no longer the employee with the least seniority in the department from which he was transferred, he may, if he chooses, elect to return to his regular job and be replaced by the employee who then has the least seniority in the department from which he was transferred. The calculation of the period of six (6) months is to run from the date of the original transfer.

Any employee who is transferred into a vacant job created by vacation or illness will be required to work on the same shift of the employee whose job he is assigned to.

All new employees hired in the Traffic Department must have the ability to learn the duties of a toll collector and be able and willing to accept a temporary transfer into the Toll Department in accordance with this clause.

Vacancies in the Toll Department caused by **vacation** or **illness** will be **first filled by qualified personnel from the Traffic Department**. If necessary the vacancies will be filled by **qualified personnel in the Labour Department**.

**8.05** The **Union Officers** as specified in paragraph 6.01 will head the **seniority list solely for the purpose of providing representation at all times**.

**8.06** Seniority will be **forfeited** if: (a) the employee quits; (b) he is discharged for cause; (c) he has been laid off for a period of five (5) years.

**8.07** Employees may be granted a leave of absence for **good cause** not to **exceed six (6) months**, when recommended by the **Union** and approved by the **Company**, without **affecting their seniority**. Extensions of such leave may be granted if **agreed to between the Union and the Company**.

**8.08** An employee selected to a **Union position or elected by the Union to do work which takes him from his employment with the Company** shall, upon the written request of the **Union**, receive a **temporary leave of absence** for the period of his **service for the Union**, and upon his return shall be **re-employed at the work he left if available or on a similar job to that in which he was engaged immediately prior to his leave of absence**. Application for such leave of absence shall be made and granted **yearly**.

**8.09** Any employee selected by the **Company to fill an excluded position**, shall have **three months in which to satisfy himself and the Company of his fitness, at the end of which time, if he does not remain in the excluded position, he shall be returned to the original position without loss of seniority**. In the **event, however, that he continues in the excluded posi-**

tion beyond the three month period, his seniority will be frozen as to the date on which he first entered upon the duties of the excluded position and he shall not accrue further seniority until he returns to a position in the bargaining unit. Any employee being transferred to an excluded position after the effective date of this agreement shall not return to a position in the bargaining unit after one year in the excluded position if as a result of his return another employee in the bargaining unit would be laid off.

## **JOB POSTING**

**8.10 (a)** When new jobs are created or vacancies occur for promotion to better paid jobs or to better jobs at the same rate of pay, they shall be posted by Management on the bulletin boards for five (5) days. Notwithstanding anything in this Article 8 to the contrary, employees in the classifications of traffic captain, toll collector, traffic guard, garage mechanic's helper and janitor shall be entitled to apply on a job posting for a labourer as vacancies occur which the Company wishes to fill. If the successful applicant has been previously classified as a labourer the appointment shall be permanent at once, with no period of time during which the employee may decide if he wishes to stay on the job. If the successful applicant has not previously been classified as a labourer he shall have a period of thirty (30) calendar days to decide if he wishes to stay on the job and the Company has thirty (30) calendar days to decide whether or not they desire to make the appointment permanent.

(b) The employee with the greatest seniority who has applied in writing to his supervisor through his Union representative will be given the job provided he has the ability to perform the services required. If an employee is on vacation when the filling of a vacancy is posted, he will be considered to have



bid for the job. Nothing in this paragraph contained shall be deemed to cut off the right of any employee having greater seniority to present a grievance.

(c) When new jobs are created in any department or vacancies occur in any department, employees in such department should be moved up by departmental seniority and the last vacancy shall be filled in accordance with Section 8.10(a) of this agreement, provided there are employees in the department with the ability to fill such vacancies. An employee leaving on vacation may file a notice in writing with the Company that he intends to bid for a particular job if that job is posted during his vacation period, and such notice will be recognized as his application for the job if the job is posted during his absence.

(d) When an employee bids on a new job or to fill a vacancy or for promotion to a better paid job and is assigned to such job by reason of his bid, such employee will have a period of sixty (60) days to decide if he wishes to stay on the job and the Company has sixty (60) days to decide whether or not they desire to make the appointment permanent; provided, however, that if the employee has been previously employed in that department for a total of over thirty (30) days within the previous three (3) years, the period shall be fifteen (15) days. If the assignment is terminated by either of the parties within the applicable period such employee will go back to his old job without loss of seniority in his department.

**8.11** When an employee is transferred or hired as a Tunnel Maintenance Mechanics' Helper, his starting rate will be specified in the contract at the date of transfer or employment. A vacancy for the Tunnel Maintenance Mechanics' Helper will be posted and applicants will be required to give a resume of their prior work, schooling or training experience

consistent with the qualifications for the job. The first six (6) months on the job will be considered a trial period and an employee must by the expiry of such six (6) month period exhibit a potential ability to become a Tunnel Maintenance Mechanic (Millwright). If the supervisor in conjunction with the Union committee, reaches the conclusion that the employee has not exhibited such potential within the said six month period, the employee shall be returned to his former job. In addition, if the employee during such six (6) month period decides he does not wish to stay on the job, he shall be returned to his former job. At the end of the first and second year on the job the employee will receive a ten cent (10c) per hour increase in each of those two years automatically. If a vacancy occurs in the Tunnel Maintenance Mechanic (Millwright) classification, the Senior Tunnel Maintenance Mechanics' Helper will receive the job consistent with the provisions of paragraph 8.10.

### **LAY-OFF AND RECALL**

**8.12 (a)** Should it become necessary to have a reduction of employees in any department by the Company, the most junior employee or employees shall be the first to be transferred or laid off as in paragraph (b) below.

**(b)** The employee, so affected shall exercise his company seniority and displace the employee with least company seniority in any department provided he is able to do the work of the employee displaced.

**(c)** Employees who have been laid off from my department or transferred from a department due to lack of work shall be entitled to recall to that department when the employer again adds to the number of employees therein providing the recall takes place within six (6) calendar months of the layoff or

**transfer, laid off employees so restored not to be considered as probationary. Those laid off or transferred in such case shall be restored to the department according to their seniority therein. No employees shall be hired by the Company until each laid off employee entitled to recall in the department concerned who is able to do the work has been given an opportunity to return to work.**

**(d) The Company will give the bargaining committee thirty (30) days' notice of the elimination of a job, classification or department.**

**8.13 Employees will be recalled in the reverse order in which they were laid off.**

**8.14 Employees laid off must maintain on record with the Company their correct mailing addresses. Employees will be called back to service in their seniority order according to the following procedure: The Company will advise each laid off employee to be recalled by registered mail, return receipt requested, to the address on the Company records. A laid off employee receiving notice of recall shall within five (5) days notify the Company of his intention to return to work by registered mail, return receipt requested. A laid off employee failing to reply as aforesaid, will forfeit his seniority rights and be considered out of service unless he supplies a reason satisfactory to the Company and the Union for failure to do so.**

## **WORKWEEK, WAGES AND SCHEDULING**

**8.15 The Company agrees that stability in shift schedules is a desirable objective, that changes in posted schedules should be kept to a minimum and confined to unusual circumstances. No change in a posted schedule will be made within twenty-**

four (24) hours of the time the change is to occur without the agreement of the union. Emergency situations will be discussed with the Union committee, and by mutual agreement such changes may be made, and mutual agreement will not be unreasonably withheld. The Company agrees to make every effort to give employees affected the greatest possible amount of advance notice of a schedule change. In the Maintenance Division the Company will post a running schedule covering a period of at least three (3) weeks.

**8.16 (a)** The work week of all employees will be forty (40) hours. However, this shall not be construed as a guarantee of forty (40) hours' work.

(b) All employees, except part-time employees, called to work on their days off, will receive a minimum of four (4) hours' work at time and one-half or will receive a minimum of four (4) hours at double time, as provided in Clause 18.06(c) and (d). The Company agrees to make every effort to schedule shifts at least twelve (12) hours apart, and if an employee is asked to and does return to work before the expiration of twelve (12) hours after he last worked he shall receive time and one-half for work performed within such twelve (12) hour period except where the return is required because of vacations or sickness.

**8.17** The Company agrees to maintain the schedule of established hourly rates as set forth in Appendix "A" attached hereto and made a part of this agreement, except that probationary employees will not receive the full established rate under any classification until they have completed one hundred and twenty (120) days of employment. Probationary employees will receive seventy-five cents (75c) less than the established rate for their classifications, together with the cost-of-living allowance then in effect, for the first sixty (60)

calendar days of employment, fifty cents (50c) less than the established rate for their classifications together with the cost-of-living allowance then in effect, for the next thirty (30) calendar days of employment, twenty-five cents (25c) less than the established rate for their classifications, together with cost-of-living allowance then in effect, for the next thirty (30) calendar days of employment, and they will receive full rate for their classification on the 121st calendar day of employment. The Company agrees to notify one of the Union's stewards, in writing, of the starting rates at which all new employees are hired, such notice to be given within three days of the date of hiring.

## PAID HOLIDAYS

**9.01** All employees under this contract will receive fourteen (14) paid holidays, as follows:

New Year's Day	February 14 (Valentine's Day)
St. Patrick's Day	Good Friday
Easter Sunday	Victoria Day
Father's Day	Canada Day
Civic Holiday	Labour day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Provided, however, that if at any time during the term of this Agreement, with the exception of Heritage Day, any other holiday is proclaimed as a statutory holiday, the Company and the Union will agree on the deletion of one of the aforesaid paid holidays so that the Company is only obliged to pay for fourteen (14) paid holidays for each year of this Agreement, with the exception of Heritage Day if so proclaimed.

**9.02** Eight hours will be considered as a full day's pay; if an employee is assigned to work on any of these holidays, he will receive one and one-half times his straight time pay for hours worked in addition to the above holiday pay. An employee, not scheduled to work on a holiday, who is nevertheless called in to and does work the holiday, will receive double his straight time pay for hours worked in addition to his holiday pay.

**9.03** An employee will receive holiday pay if:

(a) he has completed thirty (30) days of employment, has been entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday, and did report for work on the holiday if scheduled;

(b) if he is on vacation;

(c) if he is off on an illness or accident of sixty (60) days or less encompassing the holiday and provides a physician's letter authenticating the illness or accident; or

(d) the holiday occurs while he is absent from work for a period of six (6) months or less on a compensable (under Workers' Compensation) injury.

**9.04** With respect to rate of pay for paid holidays, where an employee is filling in from one classification to another during vacations or for other cause for a period of at least one complete pay period, the paid holiday will be made on the basis of the higher of the rate of pay for the classification in which he is filling in or his rate of pay of the department in which he carries his seniority which constitutes his regular job.

## VACATIONS WITH PAY

**10.01** Regular employees having at least one (1) year and less than four (4) years' service with the Company shall be given a fourteen (14) day vacation with eighty (80) hours' pay.

**10.02** Regular employees having completed four (4) years but less than twelve (12) years' service with the Company as of the date their vacation is taken shall be given twenty-one (21) days' vacation with one hundred and twenty (120) hours' pay.

**10.03** Regular employees having completed twelve (12) years but less than twenty-one (21) years' service with the Company as of the date their vacation is taken shall be given twenty-eight (28) days' vacation with one hundred and sixty (160) hours' pay.

**10.04** Regular employees having completed twenty-one years of service will be granted thirty-five (35) days' vacation with two hundred (200) hours' pay.

**10.05** "Service" for the purpose of paragraphs 10.01, 10.02, 10.03, 10.04 and 10.09 of this Article shall include service since the last date of hire.

**Notwithstanding** the provisions of Clauses 10.01, 10.02, 10.03, and 10.04, where an employee has, during any one of his vacation years ending on the anniversary date of his hiring, received pay from the Company for less than 1,040 compensated hours, he shall receive:

- (i) in lieu of eighty (80) hours of pay where Clause 10.01 is applicable, four per cent (4%) of his gross earnings during such vacation year;

- (ii) **in lieu of one hundred and twenty (120) hours of pay where Clause 10.02 is applicable, six per cent (6%) of his gross earnings during such vacation year;**
- (iii) **in lieu of one hundred and sixty (160) hours of pay where clause 10.03 is applicable, eight per cent (8%) of Mi gross earnings during such vacation year;**
- (iv) **in lieu of two hundred (200) hours of pay where clause 10.04 is applicable, ten per cent (10%) of his gross earnings during such vacation year.**

Provided, however, that when an employee has worked at least one hundred and seventy-three (173) hours for the Company in the vacation qualifying year, he shall be credited with forty (40) hours compensation towards his 1,040 qualifying compensated hours for each week that such employee was during the vacation qualifying year in receipt of benefits from the sickness and accident plan provided by the Company under article 16.01 and/or in receipt of Workers' Compensation Board temporary total disability benefits.

**10.06** The Company will grant as many vacations as possible during the choice months. When requested, the Company will allow two employees from any one department to be absent on vacation at the same time except that if the Company cannot adequately staff the departments in the Maintenance Division with the two employees absent at the time requested, the junior employee will be required to change his vacation time. Employees failing to choose vacations at the time of bids shall be assigned same by the Company, according to seniority. Employees will bid for vacations within the specified time of September 1st to October 31st.



**10.07** An employee shall give two weeks notice of his request to change the date of his vacation except in an emergency where two weeks notice cannot be given. It shall be further understood that any request from an employee wishing to change the date of his vacation after the vacation list has been completed shall be jointly reviewed by the Company and the Union.

**10.08** With respect to the rate of pay for vacations, the pay allowances will be made on the basis of the department of which the employee carries his seniority, unless he has been working in another classification for at least two (2) months prior to the time he goes on vacation. In such event, the rate will be determined on the basis of the work that he is doing at the time the vacation is taken.

**10.09** Employees leaving the service of the Company after twelve (12) months of service and not having received their vacation allowance shall receive a vacation allowance computed on the number of months they have worked from their last anniversary date to the time of leaving the service. Employees leaving the service of the Company after receiving vacation prior to the anniversary date will be charged for the number of days vacation not earned.

**10.10** If an employee has at the time of his retirement accrued at least six (6) months vacation entitlement, he shall receive his full vacation entitlement for the year, otherwise his vacation entitlement shall be his accrued entitlement at the time of his retirement.

## **BULLETIN BOARDS**

**11.01** The Company shall provide five (5) bulletin boards for the exclusive use of the employees, where duly authorized

representatives of the Union may post notices of union affairs.

## RATES OF PAY

**12.01** An employee *may* be assigned to regular hours of work in more than one department having different rates of pay, in which event his rate of pay will be on the basis of hours worked in each of the respective departments.

## PART-TIME EMPLOYEES

**13.01 (a)** The use of so-called part-time employees by the Company will be permitted in the traffic departments on weekends (Friday, Saturday and Sunday) throughout the year. The use of a part-time employee to fill an absence caused by the vacation, sickness or accident, or the unexcused absence of a regular employee or the absence of a regular employee on jury duty or bereavement leave on days other than Friday, Saturday and Sunday will be permitted. Part-time employees will be allowed to work in the Maintenance Division (excluding, however, the classifications of Electrician, Electrician Helper, Ventilation Operator, Tunnel Maintenance Mechanics (Millwrights), Maintenance Mechanic Helper, Mason and Garage Mechanic A) up to forty (40) hours per week during the months of April, May, June, July, August, September and October. Regular employees shall have preference over part-time employees with respect to jobs and classifications. There will be no hiring of part-time employees if regular employees are laid off, assuming the regular employees are willing to work. A part-time employee will receive not less than \$9.00 per hour nor more than thirty (30) cents less per hour than the base rate for the classification in which he is performing work. Hourly rates for part-time employees will be entirely within the discretion and control of the Company subject only

to the aforesaid limits. Part-time employees will not work more than *eight* (8) hours a day. If a part-time employee is later hired as a regular employa, his seniority will begin with his hiring date as a regular employes and will not include any of his service as a part-time. employee. The number of part-time employees available for work in the Traffic Division shall not exceed in number thirty per cent (30%) of the number of full-time employees in the bargaining unit. The Company will provide an accurate list of all part-time employees available for work at any one time.

(b) Part-time employees will be allowed to work in the Maintenance Division (except in the classifications excluded in Article 13.01(a) above) and in the Traffic Department at any time to fill my vacancies caused by the absence of a regular employa on pregnancy leave and parental leave.

(c) Part-time employees will be allowed to work in the Maintenance Division (except in the classifications excluded in Article 13.01(a) above) and in the Traffic Department to fill my vacancies caused by a regular employee filling a temporary vacancy in an excluded administrative or supervisory position because of illness or vacation or absence on bereavement leave or jury duty or for technological training of the excluded employee.

**13.02** Sons and daughters of employees will be given first preference in the hiring of part-time help. The Company agrees that sons and daughters of members of the bargaining unit will be offered equal hours of work to those offered to any other part-time workers.

**13.03** Part-time employees shall not be entitled to the benefits provided under this agreement except as are specifically

herein provided for part-time employees, and except as required by law, including:

(a) for vacation pay of four percent (4%) or, after six consecutive years of employment six percent (6%), of the wages of the part-time employa during the year of employment in respect of which the part-time employee is entitled to the vacation, and

(b) holiday pay for New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day if the part-time employee qualifies for holiday pay in accordance with the provisions of Article 9.03(a).

## **RULES AND REGULATIONS**

**14.01** The Union recognizes the right of the Company to make and alter from time to time reasonable rules and regulations to be observed by employees, which reasonable rules and regulations shall not be inconsistent with the provisions of this agreement.

## **NO DISCRIMINATION**

**15.01** The Company agrees that it will not discriminate in the hiring of employees or in their training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise because of race, creed, colour, national origin, age, political affiliation, sex, marital status, disability or union membership.

## **SICKNESS AND ACCIDENT PLAN**

**16.01** The Company will pay the total cost of the Sickness and Accident Plan to be provided by London Life Insurance Company with the following general provisions:

**\$360.00 weekly income; effective February 1st, 1998, \$385.00 weekly income; and effective February 1st, 1999, \$410.00 weekly income; no waiting period for accident, three (3) days' waiting period for illness, maximum duration 26 weeks; \$900.00 a month; effective February 1st, 1998, \$950.00 a month; effective February 1st, 1999, \$1,000.00 a month, after six months up to age 65 with no carve-out for C.P.P. benefit.**

## **DISCIPLINED EMPLOYEES**

**17.01 Any employee who is called into the office for the purpose of disciplinary action shall be accompanied by one of the Union Committee set out in Article 6.01, who will have received previous notification in writing of the specific charges against said employee. Such member of the Union Committee will attend such meeting and if kept beyond his normal shift will be paid his regular straight time hourly rate for the time spent in the meeting beyond the end of his normal shift. If called in specifically for the purposes of such meeting, the member of the Union Committee will be paid his regular straight time hourly rate for time spent in the meeting.**

**17.02 AU derogatory or disciplinary notations will be removed from an employee's record after one (1) year.**

## **OVERTIME**

**18.01 (a) Overtime and extra time will be evenly distributed among those normally performing the classification of work insofar as it is possible to do so. Provided, however, that any employee scheduled to work in a classification other than his own for a period of at least one week shall be entitled to share in the overtime in the classification in which he is working,**

provided that such employee will be charged with the highest number of overtime hours in such classification when he commences work in that classification. It will be further understood that all overtime shall be on a voluntary basis.

(b) New employees shall be credited with the average amount of overtime hours worked and/or refused in the department into which they were hired.

(c) When an employee is absent from work for a period of four weeks or more, excluding vacations, that employee will be credited with the average overtime hours worked and/or refused in the employee's department during the absence.

**18.02** The Company agrees that in calling men in for extra work, it will go first to the men in the department having the least amount of overtime in the calendar year commencing with the first posted overtime list in that calendar year, regardless of whether the employee is on his first or second day off. Then to the next man having the least amount of overtime, and so forth down the list. Overtime offered but not worked shall be taken into account in determining which employee has had the least amount of overtime, and priority among employees having the same amount of overtime shall be given to the employee having the greater seniority,

**18.03** The Company agrees that no employee shall be required to change his hours of work, classification or day off to avoid payment of overtime to the employee who is required to change. The Company further agrees that no employee shall be required or permitted to work more than twelve (12) hours in succession. No employee shall be required to move from one eight (8) hour shift to another without having at least twelve (12) hours off before being called to another shift.

**18.04** AU overtime hours worked or refused will be charged at **the overtime rate**. Overtime lists will be posted **every two weeks**, and a copy given to the **Union Secretary**. Overtime as accumulated on a yearly basis will revert to zero for all employees on the first posting in a new calendar year,

**18.05** In filling overtime assignments in the garage after such assignments have first been offered to qualified employees in the Garage Department, the Company shall next offer such overtime assignments to qualified employees in the Labour Department, and thereafter to other qualified employees in the Maintenance Division.

**18.06 (a)** All work performed over eight (8) hours in any one day shall be paid for at the rate of time and one-half. One day shall be defined as a 24 hour period from the commencement of an employee's regular scheduled shift unless the employee's regular scheduled shift requires his return prior to or after that 24 hour period.

(b) Any employee having commenced work after the start of his scheduled shift is requested by the Company to work past the end of his scheduled shift, such employee shall be paid at the rate of time and one-half for all work performed after the end of his scheduled shift notwithstanding that such employee has not performed eight (8) hours work in that day.

(c) AU work performed on the employee's first scheduled day off work in a work week shall be paid at the rate of time and one-half.

(d) AU work performed on the employee's second scheduled day off work in a work week shall be paid at the rate of double time.

(e) An employee who works on his day off will be paid at the applicable rate of pay. All hours worked on a regular shift which commences on or after 10:00 p.m. on one day shall be deemed to be a portion of the regular shift for the day immediately following. Subject to the foregoing sentence, a day off shall be defined as the calendar day for which it is scheduled, and for clarity the day off shall commence at 12:00 midnight and conclude at the earlier of 11:59 p.m. of the same day or the commencement of the employees' s regular shift on or after 10:00 p.m. on the same day. An employee called into work on his second day off prior to the start of his regular shift shall be paid at the rate of doubletime for all hours worked on his second day off and prior to the start of his regular shift. It shall be understood that the 24 hour period does not run on an employee's day off.

(f) If an employee is called into work after the conclusion of his second day off as above defined, but prior to the start of his next scheduled shift, the employee shall be paid at the rate of time and one-half.

(g) This provision shall not apply to part-time employees.

## MAJOR DISABILITY

**19.01** In the event of an employee suffering a major disability or becoming incapacitated, exception may be made to the seniority provisions of this agreement in favour of such employee by the agreement between the Company and the Union.

## GENERAL

**20.01** At the termination of the service of an employee with the Company, he will be given a certificate showing his term of service and capacity in which employed if so requested.



**20.02 Disabled** employees who are applicants for employment in other departments will be given preference in assigning them to other duties such as they may be able to perform and for which they are qualified.

**20.03 Due to** the International operations of the Company, the Immigration authorities of the United States and Canada require that employees of the Company who work on both sides of the Detroit River be kept in balance as to numbers so far as may be practicable without regard to employment classification. The Union agrees that it will not object to or interfere with such practice. The Company will indicate by means of an asterisk on each seniority list provided to the Union those employees who are employed on international operations.

**20.04 (1) Section 1**

The Company agrees to pay the cost of the following items for regular employees, their spouses and eligible dependants (except as specifically designated otherwise):

(a) Life insurance of **\$25,000.00**; \$26,000.00 effective February 1st, 1998; \$27,000.00 effective February 1st, 1999; with double indemnity for accidental death and dismemberment, for employees only;

(b) Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage;

(c) Green Shield Apoth-A-Care Plan No. 3, said Plan to provide for mandatory product selection with a co-pay of \$1.00 per prescription in accordance with Green Shield procedures;

(d) Green Shield Dent-A-Care Plus 4 Plan at the sole cost of

the company based on the current O.D.A. Schedule. The orthodontic maximum will be \$1,500.00 per individual. Recall examination will be once every nine months and there will be pit and fissure sealants and athletic mouthguards;

(e) Green Shield Vision Care Plan No. 7 (\$140.00 Plan) and Audio Plan (\$300.00 every three years). In addition, for employees only, the company will pay reimbursement to a maximum of \$125.00 every twenty-four months for prescription safety glasses.

(f) Green Shield Extended Health Service Plan E4;

(g) Green Shield Out-of-Province Plan;

(h) Green Shield Medex Plan.

## Section 2

The Company agrees to pay the cost of the following items for retired employees and their spouses and eligible dependants (except as specifically designated otherwise):

(a) Life insurance of \$2,000.00 for current and future retirees;

(b) Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage;

(c) Green Shield Apoth-A-Care Plan No. 3, said Plan to provide for mandatory product selection with a co-pay of \$1.00 per prescription in accordance with Green Shield procedures. The company will continue to provide (Green Shield coverage for retirees and their spouses and eligible dependants under the Green Shield Apoth-A-Care Plan No. 3 for the annual

deductible and the dispensing fee on each prescription under the Ontario Drug Benefit Plan;

(d) Green Shield Vision Care Plan No. 7 (\$140.00 Plan) and Audio Plan (\$300.00 every 3 years);

(e) Green Shield Out-of-Province Plan;

(f) Green Shield Medex Plan.

### Section 3

The Company agrees to pay the cost of the following items for widows and eligible dependants of deceased retired employees, for life or until remarriage of the widow:

(a) Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage;

(b) Green Shield Apoth-A-Care Plan N a 3, said Plan to provide for mandatory product selection with a co-pay of \$1.00 per prescription in accordance with Green Shield procedures.

### Section 4

The Company agrees that in providing benefits for spouses it will accept for coverage the common-law spouse or the same sex partner of the employee or retired employee and the common-law spouse's or same sex partner's eligible dependants. In determining the status of a common-law spouse or same sex partner, the Company must be satisfied by affidavit evidence or otherwise that the definition presently used in the Canada Pension Plan has been followed, namely that the employee or retired employee has cohabitated with his or her

common-law spouse or same sex partner in a conjugal relationship for a continuous period of at least one year. The Company will advise any employee or retired employee applying for such benefits of the matters which it requires must be covered in such affidavit or other evidence. The Company shall never be required to provide coverage to more than one spouse or partner at any one time. In addition the Company shall not be required to provide pension benefits to a same sex partner.

(2) The Company agrees to pay for the widow and eligible dependants of a deceased employee who dies prior to retirement with at least ten (10) years' seniority the necessary premiums to provide Ontario Hospital Insurance Coverage with Green Shield semi-private hospital coverage, and the Green Shield Apoth-A-Care Plan No. 3 until the expiry of ten (10) years from the death of the employee or until remarriage of the widow whichever occurs first. If allowed by the carrier the widow will be allowed to maintain coverage in the Green Shield Dent-A-Care Plan so long as she provides the Company with the cost of such coverage.

(3) The Company shall have the right to change the carrier from Green Shield for the benefits providing the semi-private hospital plan, the drug plan, the dental plan, the vision care and audio plan, the extended health services plan, the out-of-province coverage plan and the medex plan, provided the coverage is equivalent or better.

20.05 (a) Upon request the Company will furnish each retired employee with a permanent pass and identification card which can be presented to a toll collector for free transportation through the tunnel for automobile travel. It is understood that these passes are restricted by the Board of Transport Commissioners and the I.C.C. for use of the

employee only and when passes are issued such restrictions are printed on the passes. These employees may not pass through the tunnel on trip passes issued by the toll collectors.

(b) The Company will pay the renewal fee to any employees whose jobs require the holding of a required motor vehicle licence. The Company will pay for such employee the cost of the mandatory medical examinations, to be arranged by the Company.

(c) For jobs for which the Company requires trade licences, namely electricians and garage mechanics, persons being hired for or employees transferring to such jobs must possess the trade licences necessary to qualify for such jobs, such licences to be then valid and current.

(d) Thereafter the Company will pay the renewal fees for such trade licences.

20.06 (a) The Company will allow Two Hundred and Fifty Dollars (\$250.00) per contract year for the purchase of uniforms (including black shoes and fur hats) for the following classifications:

Traffic Captains  
Traffic Directors (Guards)  
Toll Collectors

Part-time employees or regular employees temporarily assigned to the above classifications are not to be included under this clause and the Company will furnish uniforms as required for such part-time and temporarily assigned employees. It is understood that payments will be made by the Company to the firm from which such uniforms are purchased and each employee shall consult his supervisor with

respect to procedure to be followed in the securing of uniforms. The period will be based upon the time the uniforms are purchased, not upon delivery. In determining the contract year in which the purchase is made, no balance of allowance will be carried forward from one contract year to another contract year except that employees entering any of the above classifications for the first time by promotion or hiring may combine the first and second years' allowance and spend up to three hundred Dollars (\$300.00) in the first year of their employment in such classification, and leave for spending in the second year of their employment in such classification only the unspent balance of the first and second years' allowance. The wearing of an employee's own fur hat must be approved by the Company.

(b) The Company will allow two hundred and fifty Dollars (\$250.00) per contract year, for the following employees:

Maintenance Division Employees for the purchase of work clothing. The Company will also supply work gloves and safety shoes. One (1) pair of safety shoes (\$90.00 annually) to be supplied for each employee per contract year unless the same are damaged on the Company premises. A safety shoe expenditure by the employee exceeding \$90.00 annually may, at the employee's option, be deducted from his current year's clothing allowance. Safety shoes damaged on the Company premises will be replaced by the Company to a maximum expenditure of \$90.00, with any additional expenditures at the employee's option deducted from the employee's current year's clothing allowance. The Company will purchase said work clothes each contract year. The place of purchase and quality of the uniforms will be mutually agreed upon by both the Company and the Union.

(c) Clothing and uniforms for garage employees, mainte-

nance employees and janitors will be purchased each contract year by the Company, and shall be of such quantity and quality as shall be mutually agreed upon by the Company and the Union.

**20.07** The Union will be notified of all hires, quits, permanent transfers, demotions and promotions, such notification to be made at the time such change takes place or within three (3) days thereafter excluding Saturdays, Sundays and paid holidays.

**20.08** The Company agrees that all employees covered by this agreement shall be granted thirty (30) minutes for lunch and shall have their lunch period paid for by the Company.

**20.09** Any job which has to be filled in Canada and which became vacant as a result of the retirement or termination of an employee, or because of the discharge of an employee where the discharge is not nullified through the grievance machinery, or in the case of the death of an employee, shall be filled by hiring a Canadian.

**20.10 (a)** When death occurs in an employee's immediate family, he shall on notification to the Company be excused for any three regularly scheduled working days, or less, immediately following the death, provided he attends the funeral. The recognized three days shall fall within the two (2) working days immediately before the day of the funeral, the day of the funeral, and the day immediately following the funeral. Upon written application the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused (excluding regular days off) provided he attends the funeral. Payment shall be made at the employee's regular straight time hourly rate, exclusive of overtime or any other premiums. Time thus paid will not be

counted as hours worked for the purpose of overtime. In the event that an employee is unable to attend the funeral of a member of his immediate family he will be granted one (1) day's compassionate leave of absence with pay. ("immediate family" shall be defined as spouse, parent, step-parent, child, step-child, brother, sister, common-law spouse, same sex partner, parent of spouse, or children and parents of common-law spouse and same sex partner, n i e status of common-law spouse and same sex partner shall be determined on the basis set out in Article 20.04(1) Section 4).

(b) An employee shall be granted a one (1) day leave of absence with pay at his regular straight time hourly rate to attend the funeral of the employee's grandparent, provided he attends the funeral and was otherwise scheduled in work on the day of the funeral.

**20.11** when an employee is called for jury duty, or witness duty involving Company business or as a witness subpoenaed by the Crown, the Company will pay the difference between the money received for such jury duty or witness duty and his eight (8) hours straight time rate, excluding overtime and any other premiums.

**20.12** Written communications between the Company and the Union will be answered promptly within a three day period excluding Saturdays and Sundays, and in writing, by the party addressed.

**20.13** Salaried personnel will not do work performed by members of the bargaining unit; however, this will not prevent a short relief of an employee in the bargaining unit by a supervisor when, due to a sudden illness or other unusual circumstances, such relief is in the best interest of the employee concerned or of the public.



**20.14 Employees on the day and midnight shifts will be paid weekly every Friday during his shift for work performed through midnight of Saturday of the prior week. Employees on the afternoon shift shall be paid weekly during his shift on Thursday for work performed through midnight of Saturday of the prior week. At the option of the Company wages may be paid by Direct Deposit to an account established by the employee at a chartered bank, trust company or credit union of the employee's choice. If the Company makes a mistake in the amount deposited directly to an employee's account, which mistake has not come to the attention of the employee, as a result of which mistake the employee incurs charges for insufficient funds on cheques on or automatic withdrawals from the employee's account, the Company will reimburse the employees for such charges. If the Company's mistake comes to the attention of the employee in sufficient time for the Company to correct the mistake and avoid such charges, the employee must notify the Company at once.**

**20.15 Fifteen (15) minutes of check-out time will be allowed each toll collector so long as it is necessary for him to check out at the end of a shift. If the toll collector works two (2) hours overtime in the toll department he will be allowed twenty (20) minutes of check-out time instead of the fifteen (15) minute check-out time allowed at the end of a shift.**

**20.16 All current retired employees as of August 21st, 1971, shall be paid an allowance of Twenty Dollars (\$20) per month until death of such current retired employee in addition to the pension benefit received by such current retired employee under the pension plan.**

**20.17 The Company will pay an employee an additional forty-eight cents (48c) per hour; effective February 1st, 1998, an additional fifty cents (50c) per hour; effective February**

---

1st, 1999, an additional *fifty-two cents (52c)* per hour, for performance of work on any shift commencing on or after twelve o'clock noon on any day and before 2:00 a.m. on the following day provided that no overtime or extra time premium applies to such additional payment. Shift premium will be paid for all applicable overtime and premium hours but shall not be pyramided.

**20.18** Employees with one or more years' seniority who have performed work for the Company at any time during a contract year shall be entitled to a paid absence allowance as follows:

(a) Employees with one or more years' seniority who have performed work for the Company at any time during a contract year shall be entitled to a paid absence allowance of forty (40) hours for each contract year. Employees intending to be absent from work on a paid absence must give the Company at least seventy-two (72) hours' notice of their intention to be absent unless the Company waives the necessity of such notice. Paid absence days shall not be used in conjunction with holidays.

(b) In addition to the use of part-time employees provided under Clause 13.01, the Company may use part-time employees to replace employees while on their paid absence.

(c) Any hours not used by employees for paid absence at the end of each contract year, commencing with the end of the first contract year of this Agreement, shall be paid off (and thereby cancelled) on or before the last day of March at the employee's regular hourly rate in effect in the previous contract year—that is, for example, the payment made in March, 1995, shall be at the employee's hourly rate in effect 15th day of January, 1995.

## **PAID EDUCATION LEAVE**

**21.01** The Company agrees to pay quarterly an amount equal to two cents (2c) per hour per employee for all compensated hours to the Canadian Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0, for the purpose of providing a trust fund for paid education leave. The Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid education leave of absence will continue to accrue seniority and benefits during such leave. The Company shall not be obligated to grant such leave of absence to more than one employee in each year of the collective agreement.

## **HEALTH AND SAFETY**

**22.01** The Company recognizes its responsibility to provide a safe and healthy working environment for all its employees. The Company and the Union mutually recognize their obligation to cooperate in the maintenance of safe and healthy working conditions and safe working practices. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Nothing contained in this Article shall be construed to restrict any employee's rights under Federal legislation covering health and safety.

**22.02** The Union may elect or appoint two (2) safety representatives who shall meet with two (2) representatives of the Company designated as its safety representatives once each month to review all safety problems provided a Union repre-

representative or a Company representative has delivered to the other representatives an agenda for such meeting at least forty-eight (48) hours prior to the meeting. Recommendations made jointly by both the Union representatives and the Company representatives will be given careful consideration by the Company.

Where the matter has been considered by the Union representatives and the Company representatives and no settlement has been reached with respect to a safety problem, the Union may proceed through the grievance procedure as per Article 7.

**22.03** The Company shall issue safety equipment to all employees who are required by law to wear such equipment, and when issued the proper use of such equipment shall be mandatory. However, if an employee is unable to use such equipment by reason of health, the Company shall attempt to make reasonable accommodations. The employee shall be responsible to replace any equipment previously issued to him which is lost through the employee's carelessness.

## **PREGNANCY AND ADOPTION LEAVE**

**23.01** The Company agrees to comply with the provisions of the Canada Labour Code with respect to the pregnancy leave of seventeen (17) weeks without pay and the child care leave and adoption leave of twenty-four (24) weeks without pay.

## **PENSION PLAN**

**24.01** The Company will institute the amendments to the non-contributory pension plan in accordance with the provisions set out in the Memorandum of Settlement between the Company and the Union dated April 28th, 1997. In particular the following amendments shall be made:

(a) For those employees retiring on and after February 1st, 1997, the basic benefit shall be increased to \$26.00 per month times years of service.

(b) For those employees retiring on and after February 1st, 1998, the basic benefit shall be increased to \$27.00 per month times years of service.

(c) For those employees retiring on and after February 1st, 1999, the basic benefit shall be increased to \$28.00 per month times years of service.

(d) For those employees retiring on and after February 1st, 1997, the supplementary benefit shall be increased to \$16.50 per month times years of service up to a maximum of twenty-five (25) years.

(e) For those employees retiring on and after February 1st, 1998, the supplementary benefit shall be increased to \$17.00 per month times years of service up to a maximum of twenty-five (25) years.

(f) For those employees retiring on and after February 1st, 1999, the supplementary benefit shall be increased to \$17.50 per month times years of service up to a maximum of twenty-five (25) years.

## GENDER

25.01 Whenever the masculine or singular has been used throughout this Agreement it shall be deemed to include the feminine or plural where the context requires.



## LETTERS OF UNDERSTANDING

**26.01** The *Letters of Understanding* printed with this Agreement are part of this collective agreement, are binding upon the parties during the term of this Agreement, and are subject to the grievance and arbitration procedures.

## DURATION OF AGREEMENT

**27.01** This agreement shall continue in effect until the 31st day of January, 2000, and thereafter until terminated, modified or amended as herein provided, and shall be binding on the successors and assigns of the parties hereto. Should either party hereto desire on or after December 1st, 1999, to terminate, modify or amend this agreement such party shall give sixty (60) days' notice in writing to the other party of such desire.

**27.02** A wage increase of twenty-five cents (25c) per hour shall become effective for all employees in the bargaining unit retroactive to February 1st, 1997, and a wage increase of twenty-five cents (2%) per hour shall become effective for all employees in the bargaining unit on February 1st, 1998, and a wage increase of twenty-five cents (25c) per hour shall become effective for all employees in the bargaining unit on February 1st, 1999. In addition an increase of five cents (5c) per hour shall become effective retroactive to February 1, 1997 and an additional increase of five cents (5c) per hour, effective February 1st, 1998, for employees in the classifications of Electrician, Electrician Helper, Electrician Apprentice, Ventilation Operator, Tunnel Maintenance Mechanic, Mason and Garage Mechanic 'A'. Unless otherwise specifically provided all other increases and changes are effective as of the said date of this agreement, and for the increases covered by insurance as soon thereafter as the

changes in the insurance coverages can be arranged. Any increase in benefits apply to employees on layoff, leave of absence or on sickness or accident only on their return to work.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11th day of June, 1997.

DETROIT & CANADA TUNNEL  
CORPORATION

NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW - CANADA)

Per:

Robert C. Co  
Robert D. Ryan  
David M. [unclear]

Per:

Paul J. Adams  
[unclear]  
Todd Ouellet  
Lynwood Bush  
Phil Bennett  
National Representative

## APPENDIX "A"

### COST-OF-LIVING ALLOWANCE

In addition to the rates set out in this Appendix "A" and subject to the conditions and provisions set forth herein, a Cost-of-Living Allowance shall be paid to each employee based on the following:

(a) Effective on the 27th day of April, 1997, the sum of thirty-nine cents (39c) (four cents (4c) for full-time Money Room employees) will be folded into the hourly wage rates as more particularly shown on the schedule set out in this Appendix "A".

(b) Effective on the 27th day of April, 1997, and continuing to the next quarterly adjustment, the Cost-of-Living Allowance will be seven cents (7c) per hour.

(c) The Cost-of-Living Allowance will be first adjusted in May, 1997, on the basis of plus or minus one cent (1c) for each .133 point increase or decrease in the Statistics Canada Consumer Price Index (1986 = 100), hereinafter referred to as "the Index" for the month of April, 1997, over the base figure of 136.2 being the Index for October, 1996, published in November, 1996.

(d) Thereafter during the term of the agreement, adjustments to the Cost-of-Living Allowance will be made quarterly in the months of August, November, February and May based on the Indices published in those months for the immediately preceding months, on the basis of plus or minus one cent (1c) for each .133 point increase or decrease in the Index over the base figure of 136.2, commencing in the month of August, 1997, based on the Index for July, 1997, published in August,



1997, and continuing quarterly thereafter during the term of the agreement.

(e) Any changes in the Consumer Price Index will not affect either up or down the regular rates as shown on the schedule set out in this Appendix "A", nor such automatic increases to the regular rates as provided therein.

(f) In the event Statistics Canada do not issue the Consumer Price Index on or before the beginning of the first pay period in the quarterly period subject to adjustment, any adjustment required shall be made at the beginning of the first pay period following receipt of the Index.

(g) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Statistics Canada Consumer Price Index.

(h) Continuance of the Cost-of-Living Allowance shall be dependent upon the availability of the official monthly Statistics Canada Consumer Price Index calculated on the same basis and in the same form as the Index for October, 1996, published in November, 1996, unless otherwise agreed by the parties.

(i) Cost-of-Living Allowance in effect at the time shall be paid for all hours worked, and for all hours of pay which an employee receives for holiday pay, paid absence days, vacation pay, bereavement pay, call-in pay and jury duty pay.

## CLASSIFICATIONS AND HOURLY RATES

	Feb. 1 <u>1987</u>	Apr. 27 <u>1997</u>	Feb. 1 <u>1998</u>	Feb. 1 <u>1999</u>
<b>A. <u>Maintenance Division</u></b>				
Electricians.....	\$20.28	\$20.67	20.97	\$21.22
Electrician Helper.....	19.00	19.39	19.69	19.94
Ventilation Operator.....	19.19	19.58	19.88	20.19
Tunnel Maintenance Mechanics (Millwrights).....	19.00	19.39	19.69	19.94
Maintenance Mechanic Helper...	18.51	18.90	19.15	19.40
Mason.....	19.00	19.39	19.69	19.94
Mason Helper.....	18.49	18.88	19.13	19.38
Garage Mechanic A.....	19.00	19.39	19.69	19.94
Garage Mechanics Helper Div.I..	18.51	18.90	19.15	19.40
Garage Mechanics Helper Div.II.	18.41	18.80	19.05	19.30
Janitors.....	18.41	18.80	19.05	19.30
Labourers.....	18.27	18.66	18.91	19.16
<b>B. _____</b>				
Traffic Captains.....	18.51	18.90	19.15	19.40
Toll Collectors.....	18.51	18.90	19.15	19.40
Traffic Guards.....	18.41	18.80	19.05	19.30
<b>C. <u>Money Room Employees</u></b>				
Full-time.....	12.25	12.29	12.54	12.79
Part-time.....	9.25	9.25	9.50	9.75

The Apprentice Electrician, [a prior employee of the Company, will receive his current rate of pay at the conclusion of the prior collective agreement, and shall receive a 30c per hour Increase retroactive to February 1st, 1997, a C.O.L.A. fold In of 39c per hour effective February 27th, 1997, a 30c per hour increase on February 1st, 1998, and a 25c per hour increase effective February 1st, 1999. (See paragraph 3 of Letter of Understanding # 16).

## LETTER OF UNDERSTANDING #1

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: DRUG AND ALCOHOL ABUSE

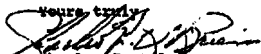
The Company and the Union recognize that alcoholism and drug abuse are illnesses that can be treated.

The Company recognizes the importance of a continuous co-operative effort between the Company representatives and the officials of the Union to deal with substance abuse. It would be appropriate for the Union and the Company to periodically monitor these problems and the structure and effectiveness of the programs available, with a view to providing assistance to addicted employees, consistent with these employees' attitudes toward their problems.

It is understood that the programs such as "BRENTWOOD" exist for the purpose of assisting employees who are in need of assistance and continue on a course of treatment consistent with the stipulation of the program.

Nothing in this statement is to be interpreted or construed as a waiver of management's rights to maintain discipline in any case of misconduct which may result from or be associated with the use of alcohol and drugs.

The Company will submit Sickness and Accident claims for employees who are undergoing a prescribed rehabilitation program for drug and alcohol abuse, in accordance with the Sickness and Accident Plan.

Yours truly,  
  
Charles J. O'Brien  
Vice-President of Administration  
for the Company

## LETTER OF UNDERSTANDING #2

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: TRAFFIC DIVISION UNIFORMS


Ties must be worn with long sleeve uniform shirts, and with short sleeve shirts when worn with a covering jacket or sweater. Short sleeve shirts worn without a covering jacket or sweater do not require a tie. Baseball caps may be worn all year.

The Company also grants the privilege to employees in the Traffic Division between May 1st and September 30th inclu-

sive in each year the **privilege** to wear shorts provided the following conditions are strictly complied with:

- (a) **Three-quarter** length dress shorts of uniform design to be supplied only by the Company's current uniform supplier must be worn;
- (b) Such shorts must not be altered in appearance;
- (c) Such shorts ~~must not be~~ rolled up at any time;
- (d) Such shorts must have a minimum length of not shorter than four inches (4") above the centre of the knee-cap nor longer than one inch (1") above the top of the knee-cap;
- (e) When the above described shorts are worn, plain navy or black socks must be worn at a height not to exceed or be lower than the top of the calf, and such socks must not be rolled down at any time.

It is also understood and agreed that the breach of any of these conditions by any employee at any time will result in the Company withdrawing the privilege of wearing shorts for all employees.

Yours truly,  
  
Charles H. Deane  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #3

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

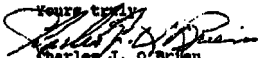
### RE: DUTIES OF PART-TIME SUPERVISOR

You have requested that I outline the duties of a part-time supervisor.

Primarily he must be able to relate to the other employees. He must sell change to the toll collectors when needed. He must watch traffic, and when the need arises open lanes to accommodate the travelling public. If we have someone missing on the shift he must be familiar with the schedules of all departments in order to replace them properly. He does not reprimand nor does he discipline any employee.

Over the years this has been a satisfactory arrangement between management and the bargaining unit, and we hope the practice of promoting from the ranks will continue.

Yours truly,



Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #4

April 29th, 1997

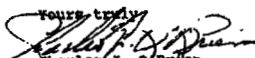
Mr. Eril Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: PAY CHEQUES

This letter will confirm the undertaking given to the Union Negotiating Committee during our recent negotiations that the Company will have available by the end of the shift on Thursday mornings the pay cheques for the employees who are not scheduled to work on the weekend. However, the Company will not be in breach of this undertaking if it fails to have such cheques available if it made every possible effort to do so.

*Yours truly,*



Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #5

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear SL:

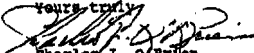
### Re: UNDERTAKING RE DETROIT AND WINDSOR VENTILATION BUILDINGS

In case of a breakdown of control or equipment in the Ventilation Buildings on days or shifts when a Tunnel Electrician is not on duty the following procedure will be in effect:

- (1) The Maintenance Mechanic (Millwright) on duty will determine if possible the extent of the trouble. If it is of a minor nature, and is in his capacity to correct the situation he will do so, if he cannot he will immediately call in a Tunnel Electrician.
- (2) It will then be the responsibility of the Tunnel Electrician staff to stay on duty to repair or restore the equipment to its normal operating condition, if possible.
- (3) If assistance is still needed, he will then call in any available qualified person from the maintenance staff and notify his Supervisor or the Supervisor in charge.



(4) In the circumstances covered by the terms of this letter it is understood that if the breakdown is of an electrical nature an Electrician will be called in and if the breakdown is of a mechanical nature a Maintenance Mechanic (Millwright) will be called in.

*Yours truly*  
  
Charles J. O'Brien  
Vice-President of Administration  
for the Company

APPROVED ON BEHALF OF THE UNION

  
Phil Bennett  
National Representative

## LETTER OF UNDERSTANDING #6

April 29th, 1997

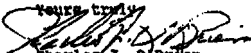
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: BEREAVEMENT LEAVE

The Company agrees that in the administration of the provisions of Paragraph 20.10 dealing with bereavement pay for an employee to attend the funeral of a deceased member of his

immediate family, where such deceased member dies outside the Windsor area and the body is to be brought back to Windsor area for the funeral, at the request of the employee, the days for which the employee is to be excused under Paragraph 20.10 shall not commence until the body is returned to the Windsor area.

~~Yours truly,~~  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING#7

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

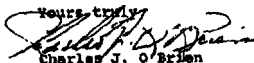
### RE: COFFEE BREAKS

In the Traffic Division the Company will continue the present practice of allowing employees to consume coffee during the performance of their duties.

In all other departments, the Company will allow employees an opportunity to consume coffee at their work stations to the

extent of 15 minutes during each half shift, although such 15 minutes may not be consecutive.

The practice of allowing employees to leave the property to obtain coffee will be continued.

*Yours truly,*  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

### LETTER OF UNDERSTANDING #8

April 29th, 1997

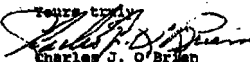
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Gerrard Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

#### RE: B E ■ ■ PLANS

This letter will confirm the undertaking given to the Union Negotiating Committee during our recent negotiations that in the event that the Company elects to change the carrier for the benefits providing the semi-private plan, the drug plan, the dental plan, the vision care and audio plan, the extended health services plan, the out-of-Provincs coverage plan and the medex plan, which change is provided for in Clause 20.04 (3), the Company will meet with the Union to verify that all

the coverages to be provided by the new carrier will be the equivalent or better than the coverages provided under the Green Shield Plans. In addition the Company agrees that it will not provide any of the benefits presently provided by this agreement through Blue Cross of Ontario.

*Yours truly,*  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #9

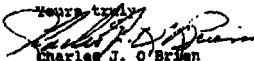
April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: PART-TIME EMPLOYEES

This will confirm the undertaking given during the recent negotiations that all part-time employees will be given first consideration in hiring for full-time positions.

*Yours truly,*  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #10

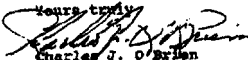
April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: PARKING

This letter will confirm the undertaking given by the Company during the *recent negotiations* that the Company will use its best efforts to retain on the plaza a parking area for bargaining unit employees.

~~Yours truly~~  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #11

April 29th, 1997

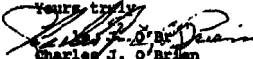
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: UNDERSTANDING ON PAID ABSENCE DAYS

This will confirm the understandings which have been agreed to during our current negotiations with respect to the scheduling of "paid absence" days. "Paid absence" days may not be used to cover absences due to illness or accident. "Paid absence" days may be "tacked on" to vacations provided the Company can adequately staff the shifts involved without the payment of overtime, but may not be "tacked on" to days off. Subject to the foregoing, where the employee wishes to use a "paid absence" day for a casual absence he shall give notice to the Company, and where seventy-two (72) hours' notice has been given to the Company the employee's request for a "paid absence" day will be honoured. All requests for "paid absence" days will be disposed of by the Company.

Yours truly,

  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #12

April 29th, 1997

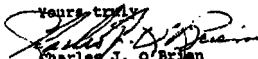
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: I.D. CARDS

This will confirm *the understanding* given during the recent negotiations that the Company will provide all employees and all retirees with I.D. cards bearing their photograph.

Yours truly,



Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #13

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: TRAINING OF PART-TIME GUARDS

In addition to the uses provided for part-time traffic guards under the terms of the Collective Agreement, the Union proposed that all new part-time traffic guards when hired will work one (1) full week, forty (40) hours, Monday through Friday, solely for the purpose of proper instruction on the job and duties of a traffic guard.

The part-time guard must work with, and be instructed by, a full-time guard or traffic captain. The new part-time guard will not be used for extra work or to cover any vacancy which may arise on any shift during such forty (40) hour training period.

The actions of the part-time guards after such training or break-in period will not reflect, in any way, on the full-time employees responsible for the training of a new part-time guard.

Yours truly,  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company



## LETTER OF UNDERSTANDING #14

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: SEXUAL HARASSMENT

1. *The Company and the Union recognize that sexual harassment is an unlawful employment practice, and every employee is entitled to employment free of sexual harassment. Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might on reasonable grounds be seen by an employee as placing a condition of a sexual nature on such employee's employment or on his opportunity for training or promotion. Sexual harassment shall be subject to appropriate discipline.*

2. Sexual harassment includes, among other acts,

(a) Unnecessary touching or patting,

(b) Suggestive remarks or other verbal abuse of a sexual nature,

(c) Leering at a person's body,

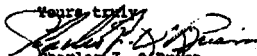
(d) Compromising invitations, or

(e) Demands for sexual favours.

3. Employee complaints will be handled with all possible confidentiality. It is understood that in the case of an alleged sexual harassment the complainant involved can approach either the Company General Manager or the Union Plant Chairman.

4. The complaint will be investigated promptly by a committee composed of the Company General Manager and the Union Plant Chairman or their respective designates.

Yours truly



Charles J. O'Brien  
Vice-President of Administration  
For the Company

**LETTER OF UNDERSTANDING #15**

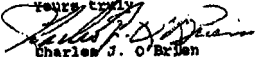
April 29th. 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear **SI**:

**RE: TERMINATION OF PART-TIME EMPLOYEE**

This Letter of Understanding will confirm the agreement given by the Company to the Union during the negotiations for a new collective agreement that if a part-time employee is terminated for cause, the Company will advise the Union in writing of the reasons for the termination.

yours truly  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #16

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear Sir:

### RE: APPRENTICE ELECTRICIAN PROGRAM

(1) The Company will institute, in conjunction with the Ontario Ministry of Education and Training, an apprenticeship training program for Electrician. The Apprentice Electrician must be registered by contract under the Trades Qualification and Apprenticeship Act, with the Ministry of Skills Development, and subject to all the requirements of the Ministry. The training program shall consist of five periods of related training and work experience training of 1800 hours for each period.

(2) The position of the Apprentice Electrician shall be filled by promotion within the classification of Tunnel Maintenance Mechanics (Millwrights) and Maintenance Mechanic Helper by seniority.

(3) If the Apprentice Electrician is already an employee of the Company he shall maintain as a red circle his then current wage rate, and shall receive all general wage increases received by the other employees in the bargaining unit, until the wage rate form Apprentice Electrician catches up to his

red-circled rate, and shall thereafter advance in accordance with the wage schedule for the **Apprentice Electrician**. The wage schedule for an **Apprentice Electrician** shall not be less than the following rates:

**1st 1800 hours - not less than 55% of the journeymen's wage rate.**

**2nd 1800 hours - not less than 65% of the journeymen's wage rate.**

**3rd 1800 hours - not less than 75% of the journeymen's wage rate.**

**4th 1800 hours - not less than 85% of the journeymen's wage rate.**

**5th 1800 hours - not less than 95% of the journeymen's wage rate.**

(4) The **Apprentice Electrician** shall be subject to a **probationary period of 500 hours**. If not accepted by the Company during the probationary period or if during the probationary period he decides he does not wish to remain in the apprenticeship program, he may return to the classification in which he was last previously employed prior to having been accepted in the apprenticeship program without loss of **seniority**.

(5) The **Apprentice Electrician** shall be **credited** with all hours worked in his apprenticeship program when he is working with the electrician on the same **shift** or, if he is not working on the same shift with the electrician, when he is **engaged** in electrical work consistent with his training in the apprenticeship program. Every reasonable effort shall be made to have the apprentice working with the electrician when they

are working on *the same shift*. At other times he may be required to do other work of which he is capable from his previously employed classification and shall receive no credit in his apprenticeship program for hours worked on such other work. He shall be entitled to share in overtime in accordance with the terms of the collective agreement in his previously employed classification. In working overtime with the electrician or overtime performing electrical work, the apprentice shall receive credit in his apprenticeship program for only the actual hours worked.

(6) The Company shall have *the* authority to discipline the apprentice and to cancel the apprenticeship agreement of the apprentice at any time for just cause pertaining to his apprenticeship such as:

- (a) Inability to learn;
- (b) Unsatisfactory work;
- (c) Lack of interest in his work or education;
- (d) Failure to attend classes and/or failure to maintain a passing grade.

The apprentice agrees to abide by the decision of the Company. Before taking any action, the Company will meet with a National Skilled Trades Representative to discuss the decision, and shall give due consideration to his opinion. This shall not limit the Company's right to discipline an apprentice for just cause for matters not related to his training as an apprentice.

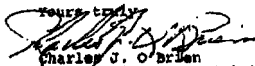
(7) The apprentice may be laid off as an apprentice if a reduction of the work force is necessary, and may exercise his

seniority in the classification in which he was last previously employed prior to having been accepted in the apprenticeship Program.

(E) The Apprentice Electrician commencing his apprenticeship training shall supply the necessary tools of the trade at his own expense.

(9) Upon satisfactory completion of the apprenticeship program under these standards the company shall request the Director of Apprenticeship to issue to the Apprentice a certificate of apprenticeship as an electrician.

(10) Every apprenticeship agreement shall contain a clause making these apprenticeship provisions a part of the agreement with the same effect as if written therein.

~~FOUR COPY~~  
  
Charles J. O'Brien  
Vice-President of Administration  
For the Company

APPROVED BY THE UNION

  
Phil Bennett  
National Representative

## LETTER OF UNDERSTANDING #17

April 29th, 1997

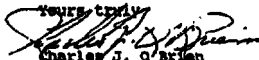
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear S U

### RE: NEW TECHNOLOGY

The Company agrees that in the event that it introduces any new technology which would affect the jobs of any employees it will notify the Union in advance. In addition if the Company determines, after discussion with the union, that there is a need to provide training, it will provide such necessary training at the cost of the Company, to the affected employees who have the basic knowledge, skill and ability to be trained so that when they are trained they are able to carry out the day to day operating and/or day to day maintenance on such new systems and equipment. All training provided by the Company is to be done on the basis of seniority and availability. An employee invited by the Company to attend training on the employee's off hours, which invitation is accepted by the employee, shall be compensated at the employee's straight time hourly rate for the period of training.

Yours truly



Charles J. O'Brien  
Vice-President of Administration  
for the Company



## LETTER OF UNDERSTANDING#18

April 29th, 1997

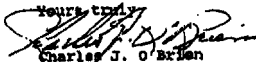
Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario  
N8W 4J1

Dear **SI**:

### RE. SHIFT SCHEDULES

**This Letter of Understanding will confirm the advice which the Company has given to the Union during the recent negotiations that if the Union has suggestions for scheduling which produces a workable schedule which meets the Company's traffic patterns, which does not involve additional costs to the Company and which is not open to abuse by the employees concerned, the Company will discuss with the Union the possible implementation of such suggestions."**

Yours truly



Charles J. O'Brien  
Vice-President of Administration  
For the Company

## LETTER OF UNDERSTANDING #19

April 29th, 1997

Mr. Phil Bennett  
National Representative  
CAW - Canada  
2345 Central Avenue  
Windsor, Ontario N8W 4J1

Dear Sir:

### RE: PAYMENT OF MEDICAL SLIPS/REPORTS

This Letter of Understanding will confirm the agreement given by the Company to the Union during the negotiations for a new collective agreement that the Company will continue its present policy of paying for medical slips/reports in accordance with the following Statement of Policy, namely:

	Company Currently Pays	Company Currently Does Not Pay
<b>Medical Slip/Reports</b>		
Second medical opinions	Yes	
Requests for additional medical information	Yes	
Fit to return to work accident/injury/pregnancy Workers' Comp./LTD/STD Initial/supplementary forms		NO
Return to work with/without restrictions		No

**Company Currently  
Pays**

**Company Currently  
Does Not Pay**

**Medical Slip/Reports**

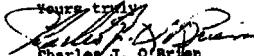
Employees absent more than  
3 days may have to produce  
a return to work slip  
(Rules/Regulations)

No

Return to work slip if an  
employee is scheduled to work  
a holiday and he does not work,  
must present a physician's  
letter to receive holiday pay

NO

~~Yours truly,~~



Charles J. O'Brien  
Vice-President of Administration  
For the Company

## **ADDENDUM FOR MONEY ROOM EMPLOYEES**

To the Collective Agreement dated the 29th day of April, 1997

**B E T W E E N :**

**DETROIT AND CANADA TUNNEL CORPORATION,**  
(the "Company")

- and -

**CAW - CANADA,**  
(the "Union")

**THIS ADDENDUM covers the employees of the Company employed in the Money Room located on the Windsor Plaza, Windsor, Ontario, hereinafter referred to as the "Money Room employees".**

*All provisions of the said Collective Agreement dated the 29th day of April, 1997, shall apply to the Money Room employees, except as amended, deleted and waived by the terms of this Addendum.*

The amendments, deletions and variations of the Collective Agreement applicable to the Money Room employees are as follows:

1. Article 2.01 - The recognition clause is varied to include Money Room employees. It is understood and agreed that the inclusion in the bargaining unit of part-time Money Room employees shall have no effect on and shall not vary the status and position of part-time employees of the Company employed elsewhere than in the Money Room.

2. Article 8 - This Article shall not apply to the Money Room employees except as follows:

(a) Full-time Money Room employees in the employ of the Company on November 20th, 1996, have been added to the seniority list on an "entailed" basis, that is they have been added at the end of the seniority list as of November 20th, 1996. They shall have date of entry seniority, that is their seniority date shall be the 20th day of November, 1996, and they shall accrue seniority on the seniority list thereafter. All persons hired by the Company into the bargaining unit after the 20th day of November, 1996, will be added to the seniority list after the said full-time Money Room employees. Part-time Money Room employees shall not have seniority.

(b) The Money Room shall be a new department under Article 8.03.

(c) Money Room employees shall not be transferred to any other department, nor shall employees not employed in the Money Room be transferred into the Money Room.

(d) Within the Money Room, Articles 8.01, 8.02, 8.05, 8.06, 8.07, 8.08 and 8.09 shall apply to Money Room employees.

(e) Money Room employees shall not be entitled to apply on a Job Posting under Article 8.10 for any job outside the Money Room, nor shall they be entitled to assert their seniority for the purposes of layoff and recall under Articles 8.12 and 8.13, outside the Money Room, except that in the event of the permanent closure or discontinuance of the operations of the Money Room, full-time Money Room employees shall be entitled to assert their seniority under Articles 8.10, 8.12 and 8.13, outside the Money Room, Employees not employed in the Money Room shall not be entitled to apply on a Job Posting under Article 8.10 for any job inside the Money

Room nor shall they be entitled to assert their seniority for the purposes of layoff and recall under Articles 8.12 and 8.13 within the Money Room.

(f) Article 8.16(a) shall be varied to provide that the work week of a full-time Money Room employee will be forty (40) hours. However, this shall not be construed as a guarantee of forty (40) hours' work. Part-time Money Room employees shall be scheduled as required. The Company shall not be required to equalize the hours worked, including overtime hours, among the part-time Money Room employees. Full time employees will be offered all available overtime hours before such overtime hours are offered to part-time employees.

3. Article 10.06 shall apply to full-time Money Room employees except that only one employee in the Money Room department may be absent on vacation at any one time.

4. Article 12 shall not apply to Money Room employees.

5. Article 13.03 shall apply to part-time Money Room employees. In addition, with the consent of the Money Room employees, the Company may substitute another day for one of the named holidays, which shall be deemed to be the paid holiday for the purposes of the collective agreement. The Union will be advised before the day which is substituted for one of the named holidays.

6. Article 13.01 does not apply to Money Room employees. In particular, the layoff of employees in the Money Room will not prevent the use of part-time employees outside the Money Room. However, there will be no hiring of part-time employees within the Money Room if full-time employees within the Money Room are laid off, assuming the full-time

employees **within the Money Room are willing to work.** Article 13.02 does not apply to sons and daughters of Money Room employees **with respect to the hiring of part-time help in the Money Room.**

7. Articles **16.01, 18.01, 18.02, 18.03, 18.04, 18.05, 18.06(g) and 20.04** shall not apply to part-time Money Room employees.

8. Article 20.02 shall **not** apply to Money Room employees. The following shall apply **to the operation of the Money Room:**

“Disabled employees within the Money Room will be given preference in assigning them to other duties within the Money Room such as they may be able to perform and for which they are qualified.”

9. Article 20.06 shall not apply to Money Room employees. However, all Money Room employees shall be supplied with safety shoes (\$90.00 annually) for each contract year unless the same are damaged on the Company premises. The Company agrees it will meet with the Union and the employees to discuss the supply of a form of uniform, which if accepted will be mandatory.

10. Article 20.11 only applies to part-time Money Room employees for days on which such part-time employee is scheduled to work.

11. Article 20.13 shall not apply to Money Room employees. The following shall apply to the operation of the Money Room:

**"It is understood and agreed that the Company may have one supervisor in the Money Room who may perform work which is the same as that regularly performed by members of the bargaining unit in the Money Room. Other salaried personnel will not do work performed by members of the bargaining unit in the Money Room except:**

- (a) in the case of instructional work,
- (b) to check on operational equipment problems,
- (c) in the case of the casual absence of a Money Room employee during a shift,
- (d) in the case of emergencies,
- (e) when delays have occurred in the timely deposit of monies due to mechanical troubles, absence of Money Room employees, or over a long weekend, so long as no Money Room employee thereby loses any regularly scheduled hours of work, and declines any overtime hours which would remedy the way.

**All hours of work must be offered to all full time employees and part-time employees in the Money Room before such other salaried employees work in the Money Room under the provisions of this sub-article (a)."**

**12. Article 20.18 shall not apply to part-time Money Room employees.**

**13. Article 24.01 shall not apply to part-time Money Room employees except as required by the Pension Benefit Standards Act.**



14. Appendix "A" shall not apply to part-time Money Room employees.

15. An acting supervisor appointed by the Company to cover vacations, sick leave or other absences of the Working Supervisor in the Money Room shall receive an additional \$1.25 per hour during the appointed period. The Working Supervisor is a management position."

IN WITNESS WHEREOF the parties hereto have executed this Addendum this 11th day of June, 1997.

DETROIT AND CANADA  
TUNNEL CORPORATION

*Robert J. Cox*  
*Richard J. [unclear]*  
*Donald A. [unclear]*

CAW - CANADA

*Paul A. Adams*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
National Representative