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# COLLECTIVE AGREEMENT

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

(HEREIN AFTER CALLED "THE AUTHORITY")

AND

TEAMSTERS LOCAL UNION NO, 879, AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(HEREINAFTER CALLED "THE UNION")

APRIL 1, 2007 THROUGH MARCH 31, 2011

03799(10)

## INDEX

	<u>Article Number</u>	<u>Page Number</u>
Application of United States Funds	23	24
Arbitration	10	11
Bereavement Leave	13	14
Bulletin Boards	21	24
Discharge and Suspension Cases	11	12
Duration	26	25
Extra Contract Agreements	24	25
General	25	25
Grievance Procedure	9	9
Holidays	17	19
Hours of Work and Overtime	15	15
Leave of Absence	12	12
Management's Rights	4	3
Meal and Rest Periods	16	19
Memorandum of Agreement	--	42
No Discrimination	6	4
Rates of Pay and Job Classification	19	23
Recognition	1	1
Reporting and Call-in Pay	14	14
Schedule "A"	--	27
Schedule "AA"	--	29
Schedule "B"	--	31
Schedule "BB"	--	38
Seniority	7	4
Strikes and Lock-outs	5	4
Temporary and Part-time Employees	8	7
Uniforms	20	23
Union and Security Dues	2	1
Union Representation	3	2
Vacations	18	20
Welfare Plan	22	24

*Note: It is understood that wherever the male gender is used in this document it is gender neutral.*

**WHEREAS** the Authority is duly incorporated as a Public Benefit Corporation by Act of the Legislature of the State of New York.

**AND WHEREAS** the Union has been certified by the Canada Labour Relations Board as bargaining agent for certain employees of the Authority.

**NOW, THEREFORE**, this Agreement witnesseth that:

## **ARTICLE 1 - RECOGNITION**

1.01 The Authority recognizes the Union as the bargaining agent for a unit of employees of the Authority who are resident in Canada or in Canada and the United States upon or in connection with the operation or maintenance of the Bridge across the Niagara River between the City of Buffalo and the Town of Fort Erie and who are classified as tradesperson, (heating ventilation/air conditioning, plumber, carpenter, mechanic and electrician) stationary engineer, traffic officer, maintenance 2 (general maintenance), janitor, maintenance 1 (general labour) and part-time and temporary employees performing trades, traffic, general maintenance, janitorial, and/or general labour functions; excluding management, clerical, and supervisory and also excluding employees of the Authority who, although resident in Canada, perform work wholly in the United States.

## **ARTICLE 2 - UNION AND SECURITY DUES**

- 2.01 It shall be a condition of employment that all present employees in the bargaining unit shall become members of the Union within thirty (30) days of the date of signing this Agreement and remain members of the Union. A new employee shall become a member of the union not later than the date on which he completes his probationary period and he shall maintain his membership. The provision of this section shall not apply to temporary employees.
- 2.02 All employees covered by this Agreement, including probationary employees, shall pay Union dues as directed by the Local Union as a condition of their continued employment as their financial contribution to the Local Union. Such monies shall be deducted bi-weekly and remitted by the Authority to the Union within 15 calendar days of the following month. When remitting the Union monies, the Authority shall provide the names of the Employees from whose pay such deductions have been made.
- 2.03 The Union will indemnify and save the Authority harmless from and against any and all claims and demands which may be made by an employee against the Authority arising out of the deduction from his/her bi-weekly pay of such dues and their remittance to the Union pursuant to this article.
- 2.04 The Union will supply the Authority with printed check-off forms which shall provide a column for ***dues, arrears in dues, initiation and re-initiation fees***. The Authority

shall each month add the name of each new employee hired since the remittance of the previous check-off along with the starting date and the Authority shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet for whom a remittance is not made for any reason.

- 2.05 All employees hired, shall as a condition of continued employment authorize the Authority to deduct the amount equal to the Local Union's initiation fees after the completion of the probationary period. The Union shall notify the Authority in writing from time to time of the amount of such initiation fee. Said initiation fee will be deducted on the second bi-weekly pay of the month, The Authority agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the employees from whom the money was deducted at the same time as the union dues are remitted.
- 2.06 The Union will notify the Authority in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Authority will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. The Union will refund directly to the employee any such monies deducted in error.
- 2.07 The provisions of this Article, save for the dues check-off card, shall not apply to temporary employees under Article 8.
- 2.08 The Authority will show Union dues deductions for the year on T-4 slips for each employee.
- 2.09 All remittances to the Union shall include names and social insurance number of employees from whom such monies were deducted provided that each employee signs a waiver allowing the Authority to utilize the social insurance number for purposes other than that provided by existing legislation.

### **ARTICLE 3 - UNION REPRESENTATION**

- 3.01 The Union may elect or appoint and the Authority will recognize a committee of three (3) employees, from different classifications/departments if possible, all of whom shall be designated as stewards. Such employees shall also form a committee to negotiate this agreement and its renewal. The Authority will pay all such employees at their regular rate of pay for all regularly scheduled working time spent in such negotiations provided the amount of time so spent is not unreasonable in the opinion of the Authority.
- 3.02 The Authority will similarly pay Stewards for all regularly scheduled working time spent in investigating and processing grievances and Labour Relations meetings provided the amount of time so spent is not unreasonable in the opinion of the Authority.
- 3.03 No committee member, including a Steward, shall leave his work on Union business without the consent of a Supervisor or Facilities Manager, which consent shall not be unreasonably withheld.

3.04 The Union will notify the Authority in writing of the names of the committee members and Stewards from time to time provided that the Authority will not be required to recognize any employee as a member of the committee or as a Steward until receiving such notice in writing.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

4.01 The management of the Authority's undertakings and all of the other usual rights of management are vested exclusively in the Authority and without limiting the generality of the foregoing, the Authority has the right to:

- (a) Hire, suspend, demote, discipline, layoff or discharge employees for just cause and to maintain discipline and employee efficiency.
- (b) Assign work, transfer and promote, determine and rotate shifts, and assign employees to shifts and to classify employees in job classifications including on a temporary basis (which may be for a portion of a shift, one shift, or an extended period of time) in accordance with Article A.05.
- (c) Make and alter from time to time, rules and regulations and policies notwithstanding past practices. The Authority agrees to introduce revised rules, regulations and policy to the Union so the Authority can act upon them. **NOTE:** The Authority agrees to discuss proposed rules and/or regulations prior to posting and agrees that copies of all rules and regulations adopted by the employer which effect the employees in the bargaining unit are to be:
  - 1. forwarded to the union; and
  - 2. distributed to all union members.
- (d) To engage independent contractors to do any work (including but not limited to bridge painting) provided that the Authority will not eliminate or discontinue any job classification or engage an independent contractor to do any work for the purpose of avoiding the terms of this agreement or any other collective agreement to which the Authority is or may be a party. Letter of Intent dated July 3, 2003, provided as clarification to existing Article and will form part of the Collective Agreement as Appendix A.

4.02 In the event of a complaint that the Authority is exercising its rights of management contrary to any express provisions of this Agreement, the complaint may be taken up under the grievance procedure as set forth in Article 9 of this Agreement.

## **ARTICLE 5 - STRIKES AND LOCK-OUTS**

- 5.01 So long as this Agreement continues to operate, the Authority agrees there will be no lock-out and the Union agrees there will be no interruption or impeding of work, work stoppage, strike, sit down, slowdown, or any other interference with the operations of the Authority by the Union or its bargaining unit employees.
- 5.02 In the event of a strike by another Union or Unions employed in or on Authority property, prior to the strike a meeting will be held with the Authority to develop a contingency plan.
- 5.03 The Authority acknowledges the right of the employees to recognize and refuse to cross a picket line. Employees will not be coerced into crossing a picket line and will not be disciplined in any manner for refusing to do so. *It is understood that employees will not be paid if they refuse to cross the picket line.*

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The Authority and the Union agree that there will be no discrimination against any employee because of race, colour, religion, sex, national origin, ethnic origin, age, marital status, citizenship, family status, sexual orientation, or the presence of a non-job related medical condition or handicap or because of his membership in the Union or any other Union.

## **ARTICLE 7 - SENIORITY**

- 7.01 An employee shall be considered to be probationary and will not have any seniority until he has completed ninety (90) calendar days of service with the Authority after which his name will be placed on the seniority list and the employee's seniority will date back to the date of his last hiring; provided that temporary employees shall not acquire seniority. If a temporary employee is hired as a permanent employee, his seniority shall date back to the date of his last hiring. No grievance may be submitted concerning the termination of employment, lay-off or disciplining of a probationary employee or a temporary employee mentioned in Article 8.
- 7.02 A seniority list including part-time employees will be prepared by the Authority and revised once every six (6) months. One copy of each such list will be posted upon the bulletin boards mentioned in Article 21. Two (2) copies of each such list will be given by the Authority to the Union. **NOTE** Part-time employees, prior to the signing of this Agreement may have two seniority dates.

7.03 In all cases of lay-offs, recalls, promotions, filling of vacancies or new jobs (other than to appointment of positions outside of the bargaining unit) and demotions, the following factors shall be considered:

- (A) Seniority;
- (B) Skill, ability, and other qualifications.

It is understood that where the elements in factor (B) are relatively equal, factor (A) shall govern and bargaining unit employees shall be given preference over all outsiders except as provided in 7.05 (E).

7.04 Notwithstanding the provisions of this Article, the Authority may lay-off employees for a temporary period not exceeding two (2) days without regard to the seniority provisions of this Agreement, provided the employer has been unable to schedule such lay-off in advance of the posting of the schedule. With respect to such temporary lay-offs of two (2) days or less, it is understood that the seniority of the employees within each shift, together with the qualifications listed in 7.03 (B) above, shall govern the lay-offs affecting each shift. By this subsection, it is intended that there shall be no bumping of seniority between the personnel of various shifts in the event of such temporary lay-offs. In the event of any lay-offs, probationary and temporary employees will be laid off before an employee who has acquired seniority. Part-time employees will be laid off before full time employees.

If the Authority contacts an employee who is on lay-off and requests him to come to work temporarily in an emergency situation, and the employee declines or does not report, the Authority may assign such work to others and Section 7.07 (C) shall not apply.

- 7.05 (a) Whenever a vacancy occurs in any of the job classifications in Schedules "A" or "AA" and the Authority proposes to fill the vacancy or whenever a new job classification is established the Authority will post (on the Bulletin Board mentioned in Article 21) for a period of ninety-six (96) hours a notice of such vacancy or new job, except that part-time vacancies will not be posted. An employee who wishes to apply for any such posted job shall submit his application in writing to the Authority within such ninety-six (96) hour period. Any posting not filled within sixty (60) days shall be withdrawn.
- (b) If the posting is for a new job, the notice will contain the nature of the job, the qualifications required, and the rate of pay.
- (c) When filling any posted vacancy or new job classification, full time employees will be given preference, The following factors will be taken into account:
- i) Seniority
  - ii) Skill, ability and like qualifications
  - iii) Disciplinary record

The disciplinary record will be a factor when, in the opinion of the Authority the safety of other employees is at risk and/or where the severity or type of discipline would impact on an individuals ability to perform the job.

The union requests that their in-put will be considered when an employee's disciplinary record may be a determining factor in the filling of any posted vacancy or new job classification.

- (d) The Authority will similarly post the vacancy caused by transferring a successful applicant, and the filling of the posting, if filled, will be subject to 7.05 (C).
- (e) The Authority will similarly post the vacancy caused by transferring a successful applicant but the Authority will not be required to post any further vacancies caused thereby. If the Authority should determine to fill the posted vacancy, the vacancy will be filled by a bargaining unit employee, excluding temporary employees under Article 8, who submit an acceptable bid. If the Authority determines to fill any further vacancies remaining after the third posting it will do so within sixty (60) days with candidates of its own choosing.
- (f) The successful applicant for a vacancy shall be given a probationary period of sixty (60) days, during which time he/she shall be provided with adequate training and instruction. An employee may return to his/her former classification during the probationary period. If an employee is demoted by the Authority with in his/her sixty (60) day probationary period, he/she will return to their former classification.

7.06 When an employee is promoted to a Supervisor's position, he shall retain and accumulate seniority for a period of one (1) year while a Supervisor. If he is demoted or so chooses within one (1) year, he shall be returned to the classification in which he was employed at the time of his promotion.

7.07 An employee's full-time or part-time seniority shall cease if he:

- (a) Is discharged or not reinstated through the grievance or arbitration procedures, or
- (b) Quits his employment, or
- (c) Is called back to work after a lay-off of less than twenty-four (24) months and does not report for work within seven (7) days after the Authority sends notice of recall by registered mail to the last address of the employee of which the Authority has record in writing addressed to the Authority, or
- (d) is laid off for more than twenty-four (24) months without being recalled, or
- (e) fails to return to work upon the expiry of a leave of absence if satisfactory prior notice is not given to the Authority.



f) is absent from work without notification for ten (10) workdays, the employee shall be deemed to have resigned their position unless the employee or family member has contacted the employee's supervisor or Human Resource Department.

7.08 The Authority agrees to inform union stewards of posting status twenty-four (24) hours, or as soon as possible, prior to the posting of job vacancies.

7.09 Temporary transfers will be posted for bidding and will not exceed ninety (90) days. Full-time employees will be given preference over part-time employees and temporary employees. In the event that no bids are received, the least senior person, with the requisite skill set, from within the temporary, part-time, and full-time classes, in that order, will be required to fill the position. It is further understood that voluntary temporary transfers may exceed ninety (90) days. In that case, the estimated start and end dates will be identified on the posting. Overtime attained during the temporary transfer will be added to overtime totals for the employees original classification upon return to the original classification.

## **ARTICLE 8 - TEMPORARY AND PART-TIME EMPLOYEES**

8.01 The Authority may hire temporary employees to work up to forty (40) hours per week during the period of May 1 to October 31, inclusive. Up to ten (10) temporary employees may be hired to work up to twenty four (24) hours per week during the period of November 1 to April 30. Temporary employees shall be paid \$9.95 an hour effective upon ratification of this contract. Temporary employees will receive a \$.20 per hour rate increase on April 1, 2008, April 1, 2009, and April 1, 2010. Temporary employees shall be provided uniforms, safety shoes, and meal and rest periods, but no other contractual benefits. Once each month they shall pay an amount equal to the regular monthly union dues which shall be deducted from their regular pay and remitted to the union as provided for in Article 2.02.

8.02 A part-time employee shall be defined as a person who is employed for not more than thirty six (36) hours per week. A part-time employee may be used in a bonafide emergency (e.g. bomb threats, major accidents and hazardous spills, etc.) but in no case to be called in for an extra shift over the thirty-six (36) hours unless full-time employees are not available to cover it.

Any new part-time employees [up to six (6)] effective with ratification of the contract will be paid \$13.50 per hour, with annual increases equal to 50% of the wage increases granted to full-time employees, and will receive as outlined in B.04 health and dental coverage when working.

Applicability of other benefits to part-time employees follows:

### Holidays:

Eleven (11) paid holidays; paid in accordance with Articles 17.01 and 17.03.

Vacation:

Will be granted and paid according to the Canada Labour Code.

Sick:

Part-time employees will receive forty-eight (48) hours of unpaid sick accrual on January 1<sup>st</sup> of each year. Part-time employees will be allowed six (6) unpaid sick calls. When all unpaid sick time has been used, the part-time employee will provide to the Authority a statement from a physician indicating the date the employee may return to work and is able to perform all the duties of the position. A doctor's certificate will not be required by the Authority in the case of employee illness for a period of absence of less than three (3) consecutively scheduled days. To assist in rescheduling, employees calling in sick with an indefinite return date must give the Authority at least twenty-four (24) hours notice of their intention to return.

Bereavement:

Unpaid time off will be granted in accordance with Articles 13.01, 13.02 and 13.03.

Jury Duty:

Unpaid time off will be granted in accordance with Articles 12.05.

Uniforms:

Granted in accordance with Articles 20.01, 20.02 and 20.03.

Shift Differential:

When a part-time employees works between the hours of 4:00 p.m. and 12:00 a.m., they will be paid a shift differential of 4% of their base wage per hour effective upon the first day of the pay period after ratification of this contract. When a part-time employee works between the hours of 12:01 a.m. and 7:59 a.m., they will be paid a shift differential of 5% of their base wage per hour effective upon the first day of the pay period after ratification of this contract. A shift differential is a premium and will not form part of the base pay rate.

Long Term Disability:

Benefit not granted to part-time employees.

Pension Plan:

Defined contribution plan, with 6% of base earnings contributed by the Authority bi-weekly, immediate 100% vesting.

Other retirement benefits:

Part-time employees will not be granted the life insurance payout of \$10,000 (Schedule B.03), group medical insurance, dental insurance or vision coverage.

10

- (a) Regular employees will have preference of shifts over part-time employees working within the same job classification.
- 8.03 When a part-time employee works more than forty-eight (48) hours in any one month, the Authority will deduct from his pay and remit to the Union an amount equal to the regular monthly Union dues pursuant to Article 2 with respect to that month.
- 8.04 If a full-time employee works a fixed schedule, they will be scheduled for a holiday which occurs or is recognized on a day of the week for which they are normally assigned. .
- 8.05 No temporary or part-time employee shall be hired for the purpose of reducing the regularly scheduled work week of the full-time employee.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 In the event of a complaint by an employee who is covered by this Agreement that he has been dealt with contrary to its terms or that he has been unjustly disciplined, the employee shall first discuss the matter with his Supervisor.
- 9.02 If the matter is not settled by such discussion, the employee may take the matter up as a grievance under this Article. All grievances shall be in writing and shall contain a concise statement of the facts complained of and shall state the Article of this Agreement which the Authority has alleged to have violated. A grievance shall be filed at Step 1 of the Grievance Procedure within and not after five (5) working days (when the administrative office is scheduled to be open) of the date of the incident giving rise to the grievance, otherwise it shall be deemed to have been withdrawn.
- 9.03 The following procedure shall be adhered to in processing grievances:

### **STEP 1**

The aggrieved employee shall present his grievance to his Supervisor. He may be accompanied by his Steward. The Supervisor will deal with the grievance and give his answer in writing within three (3) working days (when the administrative office is scheduled to be open) after the date upon which he received the grievance.

### **STEP 2**

If the grievance is not settled by the decision of the Supervisor, it may be presented to the Facilities Manager within and not after three (3) working days (when the administrative office is scheduled to be open) of the date a Union Steward receives the Supervisor's written answer to the grievance (or if the Supervisor does not give an answer in writing then within and not after three (3) working days (when the administrative office is scheduled to be open) after such answer ought to have been given). The Facilities Manager will give his decision in writing within three (3) working days (when the

administrative office is scheduled to be open) after the date upon which he received the grievance.

### STEP 3

If the grievance is not settled by the decision of the Facilities Manager, it may be presented to the General Manager by the Steward within and not after three (3) working days (when the administrative office is scheduled to be open) of the date upon which the Union Steward receives the Facilities Manager's written answer to the grievance (or if the Facilities Manager does not give an answer in writing, then within and not after three (3) working days (when the administrative office is scheduled to be open) after which such answer ought to have been given). The General Manager will give his/her decision in writing within five (5) working days (when the administrative office is scheduled to be open) after the date upon which he/she received the grievance. If the grievance is not settled by the decision of the General Manager or if he/she does not give a decision in writing, the Union may, within and not after fifteen (15) working days (when the administrative office is scheduled to be open) of the date the grievance was presented to the General Manager refer the matter to Arbitration under Article 10. Prior to referring the matter to Arbitration the parties may agree to utilize the services of a grievance mediation officer (formerly a government services officer).

- 9.04 The officials of the Authority mentioned in Steps 1, 2 and 3 shall meet the Steward/Stewards and the employee when a grievance is being processed and the parties shall discuss and attempt to settle the matter. A representative of the Union may attend any such meeting. The time limits mentioned in this Article may be extended by mutual consent of the parties.
- 9.05 A Union Policy Grievance shall be in writing, signed by a Union representative and will be taken up with the Facilities Manager at Step 2 within and not after ten (10) calendar days of the date of the incident giving rise to the grievance. At Step 2 the parties involved will be limited to a supervisor and the Facilities Manager representing the Authority and the Union Business Representative and the two (2) stewards representing the Union.
- (a) If the grievance is not settled or if a decision in writing is not made within fourteen (14) calendar days from the date of the meeting it may be presented to an Authority Committee composed of the General Manager and the Facilities Managers, and a Union Committee composed of the Union Business Representative and the two (2) stewards representing the grieving group. A meeting of the two (2) Committees shall be convened no later than seven (7) calendar days from the date of receipt of the grievance.
- (b) If the grievance is not settled within seven (7) working days (when the administrative office is scheduled to be open) of the meeting of the committees, the Union may refer the matter to Arbitration. Prior to referring the matter to Arbitration the parties may agree to utilize the services of a grievance mediation officer (formerly a government services officer).

- 9.06 A policy grievance of the Authority shall be in writing and will be taken up by the Facilities Manager with a Steward within and not later than ten (10) days of the date of the incident giving rise to the grievance.

If no Steward has been appointed or elected, the grievance may be sent to the Union by Registered Mail addressed to 460 Parkdale Ave., North, Hamilton, Ontario, L8H 5Y2, (Fax 905-545-4633) within such ten (10) working days (when the administrative office is scheduled to be open). If the grievance is not settled within fifteen (15) days of the date it was taken up with the Steward or sent to the Union by Registered Mail, as the case may be, the Authority may refer the grievance to arbitration under Article 10. Prior to referring the matter to Arbitration the parties may agree to utilize the services of a grievance mediation officer (formerly a government services officer).

- 9.07 **The Arbitrator**, under Article 10, shall not have jurisdiction to entertain any grievance which has not been duly processed through the Grievance Procedure set out in this Article.

### **ARTICLE 10 - ARBITRATION**

- 10.01 Where a difference arises between the Authority and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to a sole Arbitrator.

Should the parties fail to agree on the appointment of the sole Arbitrator either party may request the Minister of Labour for Canada or the Minister of Labour for Ontario to make such appointment.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

The parties shall share equally the fees and disbursements of the Grievance Mediation Officer or the Arbitrator.

- 10.02 The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement or in any way modify, add to or detract from any provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before him/her.

## **ARTICLE 11 - DISCHARGE AND SUSPENSION CASES**

11.01 Where an employee is discharged or suspended as a disciplinary measure, he may file a grievance at Step 2 under Article 9 within and not after three (3) working days (when the administrative office is scheduled to be open) of such discharge or suspension.

- (a) Except in cases of conduct which would support discharge or suspension as identified in the Board approved Rules and Regulations of the Authority dated September 22<sup>nd</sup>, 1999, employees shall be allowed to remain on the job without loss of pay unless or until the discharge or suspension is sustained under the grievance procedure and arbitration.

11.02 Where a grievance against discharge or suspension is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling:

- (a) confirming the Authority's action, or
- (b) reinstating the employee with or without compensation for time lost, or
- (c) disposing of the grievance in any other manner which may be just and equitable.

11.03 For disciplinary measures, all infractions of rules and regulations shall be removed from the employee's record after two (2) years.

11.04 Nothing in the Authority's rules and regulations shall deprive the employee of the right to challenge a penalty through the regular Grievance Procedure.

11.05 All penalties and reprimands must be issued to the employee as soon as possible from the time that the infraction became known.

The Authority will notify the Stewards or Business Representative from the onset that an investigation is commencing with possible discipline being administered.

If the investigation takes longer than is considered normal, the Authority will notify the stewards or Business Representative as to the reason for the delay.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.01 PERSONAL LEAVE Without Pay

The Authority may grant reasonable leave of absence not exceeding thirty (30) days, to an employee for personal reasons having due regard for the Authority's operational and maintenance requirements; provided that notice of the request is given in writing five (5) working days in advance, if possible, and the reasons for requesting the leave of absence are set out in the notice. A leave of absence under this paragraph may be extended by the

Authority, and will be without loss of seniority. There will be no sick leave or vacation credits granted, and benefits to be paid for one month only.

#### 12.02 UNION BUSINESS

The Authority may also grant reasonable leave of absence for a maximum of two (2) employees at one time to attend a Union convention or similar function having due regard for the Authority's operational and maintenance requirements; provided that reasonable notice of the request is given in writing by the Union and the names of the employee or employees are set out in the notice.

An employee who is elected to an office in the Union which requires him to take full-time employment with the Union will be granted leave of absence for not more than one (1) year but not more than one employee at a time will be entitled to leave of absence under this paragraph. A leave of absence under this paragraph may be extended by the Authority. An employee on leave of absence for Union Business will not be paid, and there will be no loss of seniority, Sick leave and vacation credits will not accrue during the leave and health, dental and insurance benefits will be paid for one month only.

#### 12.03 WORKERS' COMPENSATION LEAVE

There shall be no loss of benefits or allowances in concurrence with existing legislation. Holiday pay will be paid to employees on approved Workers' Compensation Claims.

#### 12.04 MATERNITY, PARENTAL, AND COMPASSIONATE CARE LEAVE

The employee will be granted leave of absence as per existing Federal Legislation.

#### 12.05 JURY AND WITNESS DUTY

The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or who serves as a witness served with a subpoena. The employer shall pay such an employee the difference between his normal earnings and payment he receives for jury service or court witness, excluding payment for traveling, meals or other expenses.

The employee shall present proof of service and the amount of pay received. The employer shall continue to pay the employee his normal pay during the period of jury duty, and there will be no loss of seniority.

12.06 When the Authority grants leave of absence to an employee, it shall be in writing and shall set out the length of the leave of absence granted, the purpose of it, and the terms, if any, upon which it is granted. An employee who obtains a leave of absence for one purpose and uses it for another will be subject to discharge.

12.07 The Authority agrees to advance monies to union members on Workers' Compensation upon written application by the employee. It will be the employees responsibility to follow up with the doctor to ensure that the medical information is submitted timely to the Workers' Compensation Board and will advise the Authority accordingly. The application must be re-submitted by the employee for review by the Authority every four (4) weeks subject to the following terms and conditions:

- (a) The employee must sign proper assignment documents for repayment of the advances. If the claim is denied the employee and Authority will establish a repayment agreement for all monies advanced by the Authority. When the employee starts to receive monies from the Workplace Safety Insurance Board the Authority will no longer advance monies.
- (b) The employee will be advanced an amount equal to the amount per existing Workers' Compensation Legislation with no deduction for Income Tax, Canada Pension Plan and Unemployment Insurance;
- (c) Absolutely no use of accumulated sick time while on Workers' Compensation.

### **ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 When a death occurs in a full-time employee's immediate family he will be entitled to three (3) working days off with pay. The expression *immediate family* shall mean: "spouse, common law spouse as defined by law, child, mother, father, sister, brother, mother-in-law, father-in-law, step-parents and step child". The employee must fill out a bereavement form upon return to work.

The same provision shall apply to any other relatives who lived in the employee's household at the time of death.

13.02 A full-time employee will be entitled to one (1) day off with pay, to attend the funeral of or memorial service of a grandparent, brother-in-law, sister-in-law, grandchild, aunt or uncle. The employee must fill out a bereavement form upon return to work.

13.03 Leave of absence for compassionate reasons will be granted without pay as approved by the Authority.

### **ARTICLE 14 - REPORTING AND CALL-IN PAY**

14.01 When an employee who is scheduled for work reports for work at the beginning of his regularly scheduled shift without having previously been notified by the Authority not to report, he shall be entitled to be paid a minimum of eight (8) hours pay at his regular straight time hourly rate provided the employee performs any work which is available and which is assigned to him.



14.02 When an employee is called back to work after he has completed his regularly scheduled shift and left the Authority's premises, he shall be paid a minimum of four (4) hours pay at his regular hourly rate or he shall be paid at time and one-half his regular straight time hourly rate for all time actually worked, whichever is the greater of the two.

14.03 An employee, while on vacation, will not be called and no grievance will be filed by said employee.

14.04 When overtime is scheduled and accepted by an employee, the Authority may, for valid reasons, cancel the overtime work and the employee will be paid one-half of the hours scheduled at time and one-half his regular hourly rate with the appropriate overtime hours charged to him.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01 (a) The regular work week shall consist of forty (40) hours worked in five (5) days of eight (8) hours each. The work week shall start at 12:01 a.m. on Saturday.

(b) Schedules will be posted before the end of Friday's 8-4 shift, when possible.

15.02 The regular hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

15.03 Time and one-half will be paid for all work done in excess of eight (8) hours in one day or forty (40) hours in one week but not both. Double time will be paid for all hours worked after fifty-six (56) hours.

15.04 (a) The Authority recognizes the merit of equitable distribution of overtime. In recognition of this principle, the Authority shall make every effort to distribute overtime equitably among the employees who normally perform, in the classification, the work to be done.

In applying this principle, it is understood that if overtime is required at the end of any shift, and it appears that the overtime will be required for four (4) hours or more, the employee on that shift would normally be assigned to perform such overtime.

If it appears that overtime is going to be required for four (4) hours or more, those employees from that Classification with the least amount of overtime hours charged will be asked in ascending order.

For the purposes of this subsection, overtime opportunities offered but refused shall be counted as overtime worked, however, refusals will not be charged if it is an extension of shift.

All overtime will be assigned beginning with the person with the least amount of overtime charged. No employee will work more than sixteen (16) consecutive hours unless in a bona fide emergency situation.

In the event that the necessary staff cannot be maintained on a voluntary basis, the junior person or persons in terms of seniority, then working on their regularly scheduled shift must remain on duty.

- (b) **All** overtime will be assigned beginning with the person with the least amount of overtime charged. In the event that overtime is called out of order, the Stewards will meet with the Authority to ascertain the reasons prior to the filing of any grievance. The grievance timeframes stipulated in Article 9.3 shall not commence until such a meeting has been held.

In the Maintenance classification only, if overtime is expected to be for 2 hours or less excluding winter control and is required at the end of any shift, then the employee(s) currently on the particular assignment will be permitted to continue notwithstanding the above.

- (c) With respect to extra shifts for which overtime may be payable, the Authority will attempt on an annual basis, i.e.: from January 1 to December 31, to divide such overtime shifts equitably among those employees in the classification where the overtime is required.
- (d) For the purpose of this subsection, overtime opportunities offered but refused shall be counted as overtime worked "only in the classification in which the overtime is to be worked; employees outside the classification will not be charged with a refusal".
- (e) If the Stewards receive a written complaint by an employee that he is not receiving an equitable distribution of overtime, they shall, on request, be afforded the opportunity to check the overtime records of the Authority for the period under review. To assist the Stewards, the Authority will supply to the Stewards a monthly overtime listing.
- (9) It is understood that newly hired employees or part-time employees advanced to full-time employees will not start with a zero overtime basis for the purpose of this article, but rather at the time of hire will start with an overtime basis which coincides with the most amount of overtime assigned to any employee in the classification.

- (g) Any employee moving to a new classification will be charged with the average number of hours in the subject classification regardless of the number of hours earned in their previous classification.
  - (h) At the beginning of each succeeding year, each employee will start with a zero overtime basis.
  - (i) At the beginning of each succeeding year, the attempt at equalization or equity under the article shall start in the order of seniority of the employees who normally perform the work for which overtime may be payable.
- 15.05 (a) Both parties agree to the extent possible with the principle of the five (5) day week with two (2) days off. If additional days are required, these shall be worked at premium pay. The Authority will meet with the Stewards to attempt to form a schedule embodying these principles.
- (b) In any event, no one will be required to work more than seven (7) consecutive days without getting two (2) consecutive days off unless agreed by mutual consent.
  - (c) Where future changes in the schedule are required, the Authority will meet with the Stewards to discuss same. It is understood, however, that the Agreement of the Union will not be required for schedule changes.
  - (d) When shifts change during the year (twice yearly) and the wheel starts and ends, at least fifteen (15) calendar days notice will be given prior to the changes.
  - (e) The Authority will allow employees in the Traffic, Maintenance & Janitorial departments to bid their shift, which may include either an eight (8) or ten (10) hour shift, on the basis of Seniority in accordance with the list established pursuant to Article 7.02 of this Agreement. The bidding will occur on an annual basis no later than November 1<sup>st</sup> each year. It is understood that the Authority has the sole discretion to determine how many employees are needed to work each day and each shift, and the work hours for each shift. Prior to posting the schedule, the Authority will meet with the Union Stewards to discuss the schedule and the staffing needs for each shift. Once the schedule has been posted and employees have bid their shifts, the schedule will not be changed unless the Authority does not have appropriate staffing for particular shifts on the schedule. In the event that it is necessary to change the schedule, the Authority will provide as much notice as is feasible under the circumstances to the affected employee(s).
- 15.06 (a) All employees will have the option of being paid for all overtime, holiday time, or on-call time in accordance with the terms of the collective agreement and any Memorandum of Agreement or to bank the equivalent amount of time. For example, 8 hours of OT or holiday worked time can be banked and be taken as 12

hours of lieu time. 8 hours of on-call time or holiday time not worked is equivalent to 8 hours of lieu time.

- (b) On January 1<sup>st</sup> of each year all full-time employees will receive twenty-four (24) hours of banked time.
- (c) If an employee chooses to bank time the following are the rules for doing so:
  - i. At the time OT, holiday, or on-call time is worked, the employee must notify the supervisor as to their intention to bank. If there is no indication, the employee will be paid as per the collective agreement.
  - ii. All banked time will go into the employee's lieu bank and will be treated in a like manner as personal leave time meaning that fifteen (15) days advance notification should be given prior to the use of any banked time. However, lesser notification is acceptable if the requested hours off are agreed to between the employee and their supervisor having due regard for the Authority's right to maintain a qualified workforce.
  - iii. The Authority reserves the right to deny any request for the use of banked lieu time. Employees are encouraged to utilize banked time between May and September when the likelihood of having lieu time *off* approved is much higher.
  - iv. In the event an employee has not used or booked his banked time prior to December 15<sup>th</sup>, then the employee will be paid out at the employee's regular rate of pay. Alternatively, the employee must advise Payroll by no later than December 15<sup>th</sup> that he intends to carry over any unused banked time into the following calendar year. At the same time, the employee must advise Payroll as to their intention to carry over into the following calendar year any banked time accrued between December 15<sup>th</sup> and the end of the year.
  - v. Any banked time carried over into the following calendar year is not eligible to be paid out and must be used prior to November 1<sup>st</sup> of that year. Any carry-over banked time is required to be used by November 1<sup>st</sup>.
  - vi. The Authority reserves the right to impose a cap on the total number of hours banked. Prior to imposing any cap, the Authority agrees to discuss with the Union.

## **ARTICLE 16 - MEAL AND REST PERIODS**

16.01 (a) An employee shall be entitled to a paid lunch period of one-half hour approximately midway through his shift and will also be entitled to a ten (10) minute rest period in each half of his shift. An employee working nine (9) consecutive hours will receive a meal allowance of eleven dollars (\$11.00).

(b) When employees are assigned to work in the U.S., breaks will be taken in the U.S.

When employees are assigned to work in the U.S. for a full shift, then lunch can be taken in either Canada or the U.S. subject to the Maintenance Supervisor's discretion having regard for Bridge traffic conditions.

In the event the Maintenance Supervisor makes the determination that an employee should work in the U.S., the following day(s), then the employee is responsible for making arrangements for his own food to be eaten in Canada or the U.S. as per No. 2 above.

In the event the Maintenance Supervisor makes the determination that an employee should remain in the U.S. for lunch while the employee is in the U.S., then the employee will be entitled to a meal allowance of eleven dollars (\$11.00).

## **ARTICLE 17 - HOLIDAYS**

17.01 The following will be recognized as holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
July 1st	Boxing Day
Civic Holiday (1st Monday In August)	December 31st
Labour Day	

17.02 An employee who has acquired seniority and who is not on lay-off or leave of absence will be paid for a holiday at the amount of eight (8) times his regular hourly rate of pay provided he works his last scheduled shift before and his first scheduled shift after the holiday and works his scheduled hours on the holiday. If he is scheduled to work, provided that when an employee who is not on a leave of absence or on lay-off is absent from work on any such shifts and such absence is excused by the Authority, he shall not lose his pay for the holiday. If an employee is absent from work on any such shifts due to his being ill, he shall not lose his pay for the holiday if he satisfies the Authority, when requested to do so, that his absence was due to such illness.

17.03 If an employee works on any of the said holidays, he shall be paid for the holiday plus time and one-half his regular hourly rate for all hours worked by him on such holiday. All hours worked in excess of eight (8) on a holiday shall be paid at the rate of double time and one-half.

17.04 If one of the said holidays occurs while an employee is on vacation, he will be paid in addition to his vacation pay and in lieu of the holiday, at the amount of eight (8) times his regular hourly rate of pay, or be given his first scheduled day of work off after vacation in lieu of said holiday. An employee shall notify the employer of his decision regarding the holiday referred to in this article at least fifteen (15) calendar days prior to the first day of his vacation.

17.05 In the Maintenance and Trades classification, when a holiday falls on a Saturday or Sunday, the holiday will be observed on Monday.

**ARTICLE 18 - VACATIONS**

18.01 (a) A full time employee, hired prior to the ratification of this Agreement, who, on the first day of March in each year, has the length of service shown below, shall be entitled to the corresponding vacation with pay:

LENGTH OF SERVICE	VACATION ENTITLEMENT	VACATION PAY ENTITLEMENT
		Employees shall receive an annual vacation with pay calculated from the period March to February each year in accordance with credited service per the following:
More than 1 Year and Less than 5 years	2 Weeks	4% as per existing Federal Legislation.
<u>For reclassification and determination of extra pay, year of hire (not March 1st will apply.)</u>		
5 Years	3 Weeks	6% as per existing Federal Legislation.
10 Years	4 weeks	8% on Base Earnings from the previous year's rate of pay (2080 standard hours or less).

15 Years	5 Weeks	10% on Base Earnings from the previous year's rate of pay (2080 standard hours or less).
20 Years	6 Weeks	12% on Base Earnings from the previous year's rate of pay (2080 standard hours or less).
25 Years	7 Weeks	14% on Base Earnings from the previous year's rate of pay (2080 standard hours or less), effective April 1, 2000.
30 Years	8 Weeks	16% on Base Earnings from the previous year's rate of pay (2080 standard hours or less), effective April 1, 2000.

18.01 (b) A full time employee, hired after the ratification of this Agreement, who, on the first day of March in each year, has the length of service shown below, shall be entitled to the corresponding vacation with pay:

<b>LENGTH OF SERVICE</b>	<b>VACATION ENTITLEMENT</b>	<b>VACATION PAY ENTITLEMENT</b>
		Employees shall receive an annual vacation with pay calculated from the period March to February each year in accordance with credited service per the following:
More than 1 Year and Less than 5 years	80 hours	4% as per existing Federal Legislation.
<u>For reclassification and determination of extra pay, year of hire (not March 1st will apply.)</u>		
5 Years	120 hours	6% as per existing Federal Legislation.
10 Years	160 hours	8% on Base Earnings from the previous year's rate of pay (2080 standard hours or less).

15 Years	200 hours	10% on Base Earnings from the previous year's rate of pay (2080 standard hours or less).
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- 18.02 (a) An employee who is entitled to vacation may take unlimited weeks for the period commencing the last full week in May through the first full week in October, subject to the Authority maintaining a qualified workforce.
- (b) An employee may schedule eighty (80) hours of his/her vacation as individual days (eight (8) hour shifts) provided that all hours in excess of forty (40) hours are taken between the last full week of May through the first full week of October subject to the following:
- i) The Authority's right to maintain a qualified work force.
  - ii) Requests must be made at least fifteen (15) days prior to the requested time Off.
  - iii) The employee must indicate by February 1st each year of his/her intention to use single days of vacation.
  - iv) Subject to the maximum vacation buy-out per Article 18.06, unused days under this Article will be paid off in the second pay period the following March after the vacation year. Employees who have not selected vacation and who would exceed the maximum allowed vacation buy-out, will have their vacation time selected for them by their Supervisor by August 1 of each year.
- (c) Part-time employees will be entitled to vacation in accordance with the Canada Labour Code.

18.03 The Authority agrees to continue to post the schedules for the selection of vacation dates no later than January 1 of each year. Subject to the Conditions and qualifications contained in the following sentences in this sub-section, employees with the greatest seniority shall be given the choice of vacation dates, subject to the Authority's right to maintain a qualified work force.

For the period containing the first full week of May through the first full week in September and subject to the above, up to five (5) traffic officer employees, three (3) janitorial employees, and four (4) maintenance employees starting and carry-over combined, may be on vacation in any one week (1) effective for the vacation year commencing in 2000.



For the period containing the last full week before Christmas week through New Years week and subject to the above, up to four (4) traffic officer employees, two (2) janitorial employees and four (4) maintenance employees starting and carryover combined, may be on vacation in any one (I) week effective for the vacation year commencing in 2000.

For the remainder of the year three (3) traffic officer employees, two (2) janitorial employees, and four (4) maintenance employees will be permitted to be on vacation in any one week starting and carryover combined, and subject to the above.

Immediately after February 1, the Authority agrees to contact each employee for the purpose of securing the vacation dates from those employees who have not previously made a selection. The finalized schedule shall be posted on or before March 1 of each year.

18.04 Vacation schedules shall be finalized and posted by March 1st of each year.

18.05 After the vacation scheduled is posted only one change per employee will be permitted. At that time any or all of the employees' scheduled weeks may be changed. When employees switch vacation periods only the initiator of the change will be charged. Additional changes may be made with the approval of the Authority.

18.06 Any full-time employee entitled to three (3) or more weeks vacation may choose not to take the vacation and will be paid for vacation time not taken to the following limits:

Three (3) week entitlement - one (I) week;

More than three (3) week entitlement - up to fifty percent (50%) in complete weeks only;

The option must be made prior to the final posting of the vacation schedule. Options chosen may not be changed;

Time of payment must be determined with the vacation selection.

## **ARTICLE 19 - RATES OF PAY AND JOB CLASSIFICATION**

19.01 The job classifications and rates of pay shall be as set out in Schedules "A" and "AA" to this Agreement.

## **ARTICLE 20 - UNIFORMS**

20.01 The Authority will continue to supply uniforms and rain wear to permanent employees subject to damage or loss caused by employee negligence.

20.02 The Authority will reimburse each employee up to one hundred and fifty dollars (\$150.00) per contract year for safety shoes, as herein defined, upon presentation of a receipt to

cover same. Safety shoes or safety boots shall be of a type and quality as set forth in Canadian Standards Association Z195-M1984 Protective Footwear, as updated, and shall be no less than Grade 1 with sole puncture protection.

20.03 The Authority will supply, within ninety (90) days of their appointment to permanent employment, full uniforms to employees who have completed their probationary period.

20.04 All employees off work on an approved leave of absence, sick leave, WSIB, etc. will be entitled to receive uniforms and safety shoe reimbursement upon their return to work at the Authority. This benefit will not be retroactive or cumulative, nor will it be prorated based upon a percentage of time worked.

**NOTE** There will be no retroactivity for allowances.

### **ARTICLE 21 - BULLETIN BOARDS**

21.01 The Authority will supply Bulletin Boards upon which the Union may post notices of meetings of the employees, election of Union officers and officials, recreational and social events. Materials other than such notices will be submitted to the Facilities Manager for approval prior to being posted. Bulletin boards will be located at the Maintenance Shop, the Traffic Department Lunchroom and the Janitors Lunchroom at Queen Street.

### **ARTICLE 22 - WELFARE PLAN**

22.01 Particulars of the welfare plan are set forth in Schedules "B" and "BB" to this Agreement.

### **ARTICLE 23 - APPLICATION OF UNITED STATES FUNDS**

23.01 In the event that an employee who is covered by this Agreement performs any work on the American side of the Bridge at the request of the Authority, he shall be paid in Canadian funds for all such work done at the rate per hour which is regularly payable to an employee of the Authority on the American side of the bridge for such work and in calculating the amount of such payment, the Canadian dollar shall be deemed to be at par with the American dollar.

23.02 In any event, employees on the Canadian side of the Bridge may perform work on the American side of the Bridge and employees on the American side of the Bridge may perform work on the Canadian side of the Bridge provided that no such interchange of employees shall be used to deprive any employee of his regularly scheduled working hours.

## **ARTICLE 24 - EXTRA CONTRACT AGREEMENTS**

24.01 The Authority agrees not to enter into any agreement with another labour organization during the life of the Agreement with respect to the employees covered by this Agreement or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

## **ARTICLE 25 - GENERAL**

25.01 Except under emergency conditions or for purposes of training or instruction, Supervisory employees shall not work in any job which is currently being performed by employees in the bargaining unit, if such would cause the lay-off of an employee in the bargaining unit or would reduce the availability of overtime to any employee in the bargaining unit who normally performs such work.

25.02 Employees shall be paid on Wednesday, bi-weekly, unless a paid holiday falls on Wednesday, in which case the employee shall be paid one (1) day later. Errors or discrepancies can be addressed with the Payroll Department and resolved on an individual basis.

25.03 All employees hired after ratification of this contract will enroll in and be paid through direct deposit.

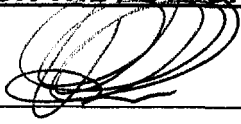
25.04 The Authority will, in July of each year, contribute one thousand two hundred and fifty dollars (\$1,250.00) to the Teamsters Local Union No. 879 Advancement Fund.

## **ARTICLE 26 - DURATION**

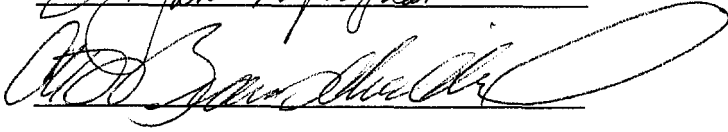
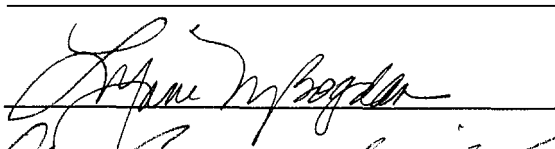
26.01 This Agreement shall be for a term commencing on the first (1st) day of April, 2007, and ending on the thirty-first (31st) day of March, 2011, and thereafter from year to year unless either party gives notice in writing to the other not less than thirty (30) days nor more than sixty (60) days prior to the expiry date hereof of the party's intention to terminate this Agreement or to negotiate revisions thereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_ 2007.

**FOR THE AUTHORITY**



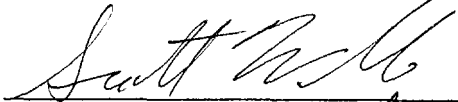
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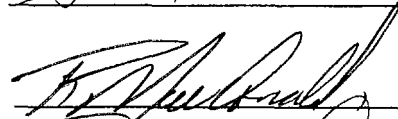
**FOR THE UNION**



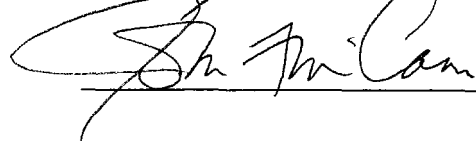
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**THIS IS SCHEDULE 'A' TO THE COLLECTIVE AGREEMENT**

**THIS SCHEDULE IS APPLICABLE TO ALL FULL-TIME EMPLOYEES HIRED PRIOR TO  
THE DATE OF RATIFICATION OF THIS CONTRACT**

A.01 The following are the job classifications and minimum hourly rates of pay.

Upon written, unanimous recommendation of the Union negotiating committee and ratification of the contract, all current full-time employees shall receive a one-time signing bonus of two thousand dollars (\$2,000). This lump sum shall be a ratification bonus and as such this agreement must be ratified by the Union on or before July 27, 2007. This lump sum will be paid on the first pay period immediately following contract ratification by the Union and by the Board of Directors of the Authority.

<u>Job Classifications</u>	<u>Effective 4/1/07</u>	<u>Effective 4/1/ 08</u>	<u>Effective 4/1/ 09</u>	<u>Effective 4/1/ 10</u>
Tradesperson (as stated in Article 1.01)	\$27.87	\$28.37	\$28.87	\$29.37
Stationary Engineer	\$25.03	\$25.53	\$26.03	\$26.53
Maintenance 1	\$24.93	\$25.43	\$25.93	\$26.43
Maintenance 2	\$25.28	\$25.78	\$26.28	\$26.78
Janitor	\$24.88	\$25.38	\$25.88	\$26.38
Traffic Officer	\$25.42	\$25.92	\$26.42	\$26.92

- A.02 When an employee is assigned to do work underneath the main span of the Bridge or approaches (being from and including pier L in Canada to and including pier C in the U.S.) he shall be paid a premium amounting to one dollar and sixty-nine cents (\$1.69) per hour for all time worked on such assignment in addition to his regular hourly rate of pay. Any employee required to perform work that requires scaffolds or ladders to heights of twenty-five feet (25') or more shall receive one dollar and sixty nine cents (\$1.69) per hour premium. This premium pay is excluded when using the electrical truck or similar apparatus.
- A.03 When a permanent employee is temporarily assigned to a job classification and there is a difference in the rate of pay between that job classification and his regular job classification, he shall be paid the higher of the two rates during such temporary assignment.
- A.04 There shall be no pyramiding of overtime or premium pay.
- A.05 An employee who accepts a position as Lead Hand will be paid two dollars (\$2.00) per hour above their regular rate of pay for all hours worked effective 7/26/03. An employee who accepts a position as Acting Supervisor will be paid three dollars (\$3.00) per hour above their regular rate of pay for all hours worked effective 7/26/03.
- A.06 When an employee works between the hours of 4:00 p.m. and 12:00 a.m., they will be paid a shift differential of 4% of their base wage per hour effective upon the first day of the pay period after ratification of this contract. When an employee works between the hours of 12:01 a.m. and 7:59 a.m., they will be paid a shift differential of 5% of their base wage per hour effective upon the first day of the pay period after ratification of this contract. A shift differential is a premium and will not form part of the basic pay rate.
- A.07 When a non-tradesperson performs the work of a tradesperson or has a license/certificate, he or she will be paid a premium amounting to one dollar (\$1.00) per hour for all time worked in addition to their regular hourly rate of pay effective 7/26/03.

**THIS IS SCHEDULE "AA" TO THE COLLECTIVE AGREEMENT**

**THIS SCHEDULE IS APPLICABLE TO ALL FULL-TIME EMPLOYEES HIRED AFTER THE DATE OF RATIFICATION OF THIS CONTRACT**

AA.01 Full-time employees hired after the date of ratification of this contract will be paid the following wage rates:

<u>Job Classifications</u>	<u>Effective 4/1/07</u>	<u>Effective 4/1/08</u>	<u>Effective 4/1/09</u>	<u>Effective 4/1/10</u>
Tradesperson	\$22.50	\$23.00	\$23.50	\$24.00
Stationary Engineer	\$16.50	\$17.00	\$17.50	\$18.00
Maintenance 1	\$16.50	\$17.00	\$17.50	\$18.00
Maintenance 2	\$20.50	\$21.00	\$21.50	\$22.00
Janitor	\$16.50	\$17.00	\$17.50	\$18.00
Traffic Officer	\$16.50	\$17.00	\$17.50	\$18.00

AA.02 When an employee is assigned to do work underneath the main span of the bridge or approaches (being from and including Pier L in Canada to and including Pier C in the U.S.) they shall be paid a premium amounting to one dollar sixty-nine cents (\$1.69) per hour per hour for all time worked on such assignments in addition to their regular hourly rate of pay. Any employee required to perform work that requires scaffolds or ladders to heights of twenty-five (25) feet or more shall receive the same premium as stated above. This premium pay is excluded when using the electrical truck or similar apparatus.

AA.03 When a permanent employee is temporarily assigned to a job classification and there is a difference in the rate of pay between that job classification and their regular job classification, they shall be paid the higher of the two rates during such temporary assignment.

AA.04 There shall be no pyramiding of overtime or premium pay.

AA.05 An employee who accepts a position as Lead Hand will be paid two dollars (\$2.00) per hour above their regular rate of pay for all hours worked upon ratification of this agreement. An employee who accepts a position as Acting Supervisor will be paid three dollars (\$3.00) per hour above their regular rate of pay for all hours worked upon ratification of this agreement.

AA.06 When an employee works between the hours of 4:00 p.m. and 12:00 a.m., they will be paid a shift differential of 4% of their base wage per hour effective upon the first day of

the pay period after ratification of this contract. When an employee works between the hours of 12:01 a.m. and 7:59 a.m., they will be paid a shift differential of 5% of their base wage per hour effective upon the first day of the pay period after ratification of this contract. A shift differential is a premium and will not form part of the basic pay rate.

AA.07 When a non-tradesperson performs the work of a tradesperson he or she will be paid a premium amounting to one dollar (\$1.00) per hour for all time worked in addition to their regular hourly rate of pay effective upon ratification of the contract.



## THIS IS SCHEDULE "B" TO THE COLLECTIVE AGREEMENT

### THIS SCHEDULE IS APPLICABLE TO ALL FULL-TIME EMPLOYEES HIRED PRIOR TO THE DATE OF RATIFICATION OF THIS CONTRACT

So long as this agreement continues to operate, the Authority will continue:

#### B.01 Pension Plan

In addition to the Canada Pension Plan, the Authority pension plan shall be as more particularly described and set forth in the Pension Plan Regulations. The Authority's responsibility is limited to maintaining the pension in accordance with the regulations and existing legislation and in case of any dispute over the payment of benefits to an employee, no grievance shall lie against the Authority, but the Authority will use its best efforts to adjust and settle any such dispute.

#### **Amendment to Article 1.6 of Pension Plan**

"Credited Service" means the lesser of:

- (a) 30 years; and
- (b) in respect of a full-time employee, the number of full years (with proportionate allowance for completed months) of Continuous Employment with the Authority while on the Authority's Canadian payroll; or  
  
in respect of a part-time employee, the number of full years (with proportionate allowance for completed months) of Continuous Employment with the Authority while on the Authority's Canadian payroll after enrolling as a Member of the Plan.

Credited Service does not include any period of Continuous Service during which the member receives a monthly disability pension.

#### **Amendment to Article 5.5 of the Pension Plan**

Effective July 1, 1992, each Member who had retired prior to this date and is receiving a pension from the Authority will have his pension increased by an amount equal to the product of:

- (a) the Member's retirement pension from the Plan as in effect on December 1, 1989, and

- (b) a factor calculated as the average increase in the Consumer Price Index less 2%, for each completed year from December 1, 1989 to the anniversary of such effective date in paragraph 1.

### **Amendment to Pension Plan**

Effective April 1, 1996 the Authority will contribute thirteen cents (.13) per hour based on hours worked to a maximum of 2080 hours annually per member for the following pension enhancement.

The plan will be amended to provide supplementary pension of \$16.67 per month for each year of credited service up to a maximum pension of \$500.00 per month. The pension is payable to any member who retires after age 55 with 10 years of credited service, beginning from his date of retirement and ending at age 65. The pension will be reduced in the same manner as the basic pension for those who retire between age 55 and 60 and will be unreduced for retirements on and after age 60. Upon death or termination, benefits will be available from the pension plan under the same conditions which currently apply to the basic pension.

### **Pension Enhancement effective April 1, 1999**

1. Employee whose age plus credited service totals 85 points or more at his/her retirement date, shall be entitled to an unreduced pension (minimum age 55 to be eligible)

or

The Employee who attains age 60 and has 10 years credited service shall be entitled to an unreduced pension.

2. The employee will also be eligible to receive an unreduced supplementary pension at the same time the basic pension commences, and the supplementary pension ceases at age 65.
3. A reduction of 1/4% per month (3% per year) will apply for early retirements prior to the unreduced basic and supplementary pension.

### **Cost-of- Living Adjustments**

A cost-of-living adjustment will be applied on January 1, 1999, and on each January 1<sup>st</sup> thereafter, to pensions that have been in payment for one year, provided that there is sufficient surplus as described below.

The adjustment will be equal to fifty percent (50%) of the change in the consumer price index (CPI) based on the average change in CPI over the 12-month period ending September 30<sup>th</sup> of the prior year.

If the most recent actuarial valuation report reveals a surplus greater than two times the cost of providing one year of pension benefits to members (2 times the current service cost) then the amount of surplus in excess of this amount shall be used to provide cost-of-living increases, to the extent that sufficient surplus exists, in accordance with the above calculation.

Notwithstanding the above, cost-of-living adjustments shall not exceed 5% per annum. Furthermore, if benefit improvements occur in between actuarial valuation reports, then the cost of any such improvements shall be incorporated in the actuarial liabilities and current service cost, as applicable, for purposes of the above surplus calculation.

#### **B.02 *Authority Contributions to Hospital and Life Insurance***

The Authority agrees to pay the cost of the following plans:

- (a) Ontario Health Insurance Plan (O.H.I.P.) - Remitted by the Employer Health Tax (E.H.T.) to the Treasurer of Ontario.
- (b) Group Life Insurance - Life insurance at one and one-half (1.5) times the regular annual earnings and A.D.& D., after one (1) year's service with the Authority.

#### **B.03 *Retirement Benefits***

Full-time employees hired prior to September 19, 2003 (the date of ratification of the prior agreement) will be provided with \$20,000 of life insurance or will be given \$10,000 subject to payroll taxes in lieu of life insurance coverage. The Authority will provide health and dental coverage for current full-time employees when they retire.

Full time employees hired before the date of ratification of this agreement but after September 19, 2003 (the date of ratification of the prior agreement) will receive retirement benefits in accordance with the collective agreement after completion of ten (10) years of service.

Full time employees hired before the date of ratification of this agreement but after September 19, 2003 (the date of ratification of the prior agreement) will receive \$10,000 subject to payroll taxes in lieu of life insurance coverage.

#### **B.04 *Group Medical Insurance***

The Authority agrees to pay one hundred percent (100%) of the cost of group medical insurance, details of the plan are listed below:

Description:

- (a) Extended Health Benefits - The prescription Drug Plan has been defined as such and the two dollar (\$2.00) user fee will be deleted effective April 1, 1999.
- (b) Semi-Private Hospital;
- (c) Hearing Aid Benefit;
- (d) Deluxe Travel;
- (e) Dental Benefits - Plan 9, Rider 2 with current O.D.A. Schedule of Fees.  
Add orthodontic for children up to nineteen (19) years of age. Carrier to pay fifty percent (50%) of reasonable and customary charges to a life-time maximum of one thousand dollars (\$1000.00) (Note: \$1000.00 per eligible family member).
- (f) Effective April 1, 2000 coverage at 50% for partial dentures, crowns and bridgework.
- (g) Effective April 1, 2001 revised Paramedical Services to a maximum of five hundred (\$500.00) per service with unlimited visits.
- (h) Effective April 1, 2002 dental coverage for children as students to age twenty-five (25).

The bargaining unit employees, the union and the Authority agree to work together in the co-ordination of benefits to assist in the reduction of costs. The Authority will implement as soon after ratification as possible.

**B.05 Sick Leave Plan**

The Authority agrees to maintain a sick leave plan as follows:

Full-time employees will be granted eighty (80) hours or ten (10) days annually earned on a monthly accrual basis for sick and personal use commencing December 1, 1994. Full-time employees may cash in up to a maximum of five (5) days or forty (40) hours at November 30th of each calendar year, based on current hours accrued. Accumulated sick leave will not exceed fifty-six (56) hours. Accumulated sick leave left in the employees account at the time of retirement or termination will be forfeited.

- (a) It is understood that at least fifteen (15) days advance notification will be given prior to the use of any personal days. A doctor's certificate will not be required by the Authority for payment of sick leave, in the case of employee illness, for a period of absence of less than three (3) days. The Authority

reserves the right to deny any request for the use of personal time in order to maintain a qualified workforce.

- (b) To assist in re-scheduling employees calling in sick with an indefinite return date (considered to be seven (7) calendar days) employees must give the Authority at least twenty-four (24) hours notice of their intention to return and if requested present a physicians certificate approving their return.
- (c) The Authority grants use of emergency personal leave up to a maximum of eight (8) hours per year.
- (d) The Union acknowledges the Authority's objective to have an attendance management and support program.
- (e) The Authority will grant each Union employee five (5) days (forty (40) hours) of unpaid SWA time per calendar year.
- (f) Any SWA occurrence of any duration must be substantiated by a medical certificate.
- (g) Any SWA in excess of five (5) days (forty (40) hours) or any SWA not medically substantiated will be subject to discipline.
- (h) Discipline will be imposed as follows:
  - 1<sup>st</sup> occurrence – warning
  - 2<sup>nd</sup> occurrence – written warning
  - 3<sup>rd</sup> occurrence – 1-day suspension
  - 4<sup>th</sup> occurrence – 5-day suspension
  - 5<sup>th</sup> occurrence – termination
- (i) any substantiated medical condition or medical treatment which the Authority is made aware of in advance and results in multiple absences is not subject to discipline.

#### **B.06 *Vision Benefit***

The Authority agrees to pay for prescription glasses/lenses and eye examinations and hearing aid provision for employees and employee's families to three hundred and fifty dollars (\$350.00) effective April 1, 1996, to three hundred and seventy-five dollars (\$375.00) effective April 1, 2000, to four hundred dollars (\$400.00) effective April 1, 2001 and to four hundred and twenty-five dollars (\$425.00) effective April 1, 2002.

#### **B.07 *Weekly Indemnity***

The Authority agrees to pay one hundred percent (100%) of the cost of a weekly indemnity plan.

- (i) The main provisions of the weekly indemnity plan shall include:
  - (a) Benefits payable for a Total Disability resulting:
    - (1) from accidental injury - from the first day you are Totally Disabled;
    - (2) in hospitalization - from the first day you are hospitalized;
    - (3) from sickness - from the eight (8th) consecutive day you are Totally Disabled. Effective April 1, 1997 - from the fourth (4th) consecutive day you are totally disabled.
  - (b) Sixty-six point seven percent (66.7%) of your normal weekly earnings, up to a maximum of one thousand one hundred (\$1,100.00) dollars until age sixty five (65) or your retirement, if earlier to a twenty six (26) week maximum.
  - (c) Employees may not use sick days to top up weekly indemnity. Holiday pay will be paid to employees on weekly indemnity to a maximum of twenty-six (26) weeks.  
The Authority will accrue vacation pay while an employee is on weekly indemnity based on his wage rate or average weekly earnings prior to the sick leave.  
There will be no accrual of **sick** time, however vision allowance and all other benefits continue.
  - (d) The authority will assist an employee who has been denied his/her claim in an appeal process by addressing the denial through the authority's agent of record.

#### **B.08 Long Term Disability**

The Authority agrees to pay one hundred percent (100%) of the cost of a long term disability plan.

The main provisions of the long term disability plan shall include:

- (a) Payments to commence after twenty-six (26) weeks of continuous total disability.
- (b) Sixty percent (60%) of the employees normal monthly earnings, to a monthly maximum of three thousand five hundred dollars (\$3,500.00) until age 64 years and 26 weeks.

(c) Holiday pay will be paid to employees who are on Long Term Disability for a period of one (1) year. Neither vacation pay nor sick days will be accrued or paid to an employee on Long Term Disability. Vision Allowance to continue for 26 weeks, Group Life Insurance and Group Medical Insurance to continue as per the Collective Agreement.

B.09 The employer may change benefit carriers as required, providing any new plan must provide equivalent benefits or better.

B.10 ***Layoff Benefits***

If an employee is on lay-off status, the Authority will provide health and dental benefits only for up to six (6) months.

B.11 ***Toll Relocation***

If toll relocation occurs, the Authority will address this with Local 879 prior to any determinations being made.

## THIS IS SCHEDULE "BB" TO THE COLLECTIVE AGREEMENT

THIS SCHEDULE IS APPLICABLE TO ALL FULL-TIME EMPLOYEES HIRED AFTER THE  
DATE OF RATIFICATION OF THIS CONTRACT

### BB.01 Pension Plan

Full-time employees hired after the date of ratification of this contract shall be Members of a Defined Contribution Retirement Plan, with the following significant provisions:

- Members will be 100% vested upon entry into the plan;
- The Authority will contribute 6% of base wages into the plan on a bi-weekly basis.

### BB.02 *Authority Contributions to Hospital and Life Insurance*

The Authority agrees to pay 85% of the cost of the following plans, with the remaining 15% contributed by the employee through payroll deduction:

- (a) Ontario Health Insurance Plan (O.H.I.P.) - Remitted by the Employer Health Tax (E.H.T.) to the Treasurer of Ontario.
- (b) Group Life Insurance - Life insurance at one and one-half (1.5) times the regular annual earnings and A.D.& D., after one (1) year's service with the Authority.

### BB.03 *Group Medical Insurance*

The Authority agrees to pay 85% of the cost of group medical insurance, with the remaining 15% contributed by the employee through payroll deduction. Details of the plan are listed below:

Description:

- (a) Extended Health Benefits - The prescription Drug Plan has been defined as such and the two dollar (\$2.00) user fee has been deleted.
- (b) Semi-Private Hospital;
- (c) Hearing Aid Benefit;
- (d) Deluxe Travel;
- (e) Dental Benefits - Plan 9, Rider 2 with current O.D.A. Schedule of Fees.



Orthodontic for children up to nineteen (19) years of age. Carrier to pay fifty percent (50%) of reasonable and customary charges to a life-time maximum of one thousand dollars (\$1000.00) (Note: \$1000.00 per eligible family member).

(9) Coverage at 50% for partial dentures, crowns and bridgework.

(g) Paramedical Services to a maximum of five hundred (\$500.00) per service with unlimited visits.

(h) Dental coverage for children as students to age twenty-five (25).

The bargaining unit employees, the union and the Authority agree to work together in the co-ordination of benefits to assist in the reduction of costs. The Authority will implement as soon after ratification as possible.

#### BB.04 ***Sick Leave Plan***

The Authority agrees to maintain a sick leave plan as follows:

Employees will be granted forty (40) hours annually earned on a monthly accrual basis for sick and personal use. Employees may cash in up to a maximum of twenty (20) hours at November 30th of each calendar year, based on current hours accrued. Accumulated sick leave will not exceed fifty-six (56) hours. Accumulated sick leave left in the employees account at the time of retirement or termination will be forfeited.

- (a) It is understood that at least fifteen (15) days advance notification will be given prior to the use of any personal days. A doctor's certificate will not be required by the Authority for payment of sick leave, in the case of employee illness, for a period of absence of less than three (3) days.
- (b) To assist in re-scheduling employees calling in sick with an indefinite return date (considered to be seven (7) calendar days) employees must give the Authority at least twenty-four (24) hours notice of their intention to return and if requested, present a physicians certificate approving their return.
- (c) The Authority grants use of emergency personal leave up to a maximum of eight (8) hours per year.
- (d) The Union acknowledges the Authority's objective to have an attendance management and support program.
- (e) The Authority will grant each Union employee five (5) days (forty (40) hours) of unpaid SWA time per calendar year.

- (f) Any SWA occurrence of any duration must be substantiated by a medical certificate.
- (g) Any SWA in excess of five (5) days (forty (40) hours) or any SWA not medically substantiated will be subject to discipline.
- (h) Discipline will be imposed as follows:
  - 1<sup>st</sup> occurrence – warning
  - 2<sup>nd</sup> occurrence – written warning
  - 3<sup>rd</sup> occurrence – 1-day suspension
  - 4<sup>th</sup> occurrence – 5-day suspension
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- (i) any substantiated medical condition or medical treatment which the Authority is made aware of in advance and results in multiple absences is not subject to discipline.

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The Authority agrees to pay 85% of the cost of a weekly indemnity plan, with the remaining 15% contributed by the employee through payroll deduction.

- (i) The main provisions of the weekly indemnity plan shall include:
  - (a) Benefits payable for a Total Disability resulting:
    - (1) from accidental injury - from the first day you are Totally Disabled;
    - (2) in hospitalization - from the first day you are hospitalized;
    - (3) from sickness - from the fourth (4th) consecutive day you are Totally Disabled.
  - (b) Sixty-six point seven percent (66.7%) of your normal weekly earnings, up to a maximum of one thousand one hundred (\$1,100.00) dollars until age sixty five (65) or your retirement, if earlier to a twenty six (26) week maximum.

- (c) Employees may not use sick days to top up weekly indemnity. Holiday pay will be paid to employees on weekly indemnity to a maximum of twenty-six (26) weeks.  
The Authority will accrue vacation pay while an employee is on weekly indemnity based on his wage rate or average weekly earnings prior to the sick leave.  
There will be no accrual of sick time, however vision allowance and all other benefits continue.
- (d) The Authority will assist an employee who has been denied his/her claim in an appeal process by addressing the denial through the Authority's agent of record.

#### **BB.07 *Long Term Disability***

The Authority agrees to pay one hundred percent (100%) of the cost of a long term disability plan.

The main provisions of the long term disability plan shall include:

- (a) Payments to commence after twenty-six (26) weeks of continuous total disability.
- (b) Sixty percent (60%) of the employees normal monthly earnings, to a monthly maximum of three thousand five hundred dollars (\$3,500.00) until age 64 years and 26 weeks.

BB.08 The employer may change benefit carriers as required, providing any new plan must provide equivalent benefits or better.

#### **BB.09 *Layoff Benefits***

If an employee is on lay-off status, the Authority will provide health and dental benefits only for up to six (6) months.

**MEMORANDUM OF AGREEMENT**

1. The Authority and the Union agree that closer and more frequent communications will be continued in an effort to eliminate problems with personnel and operations. The parties agree to continue labour management meetings up to four (4) times a year or when required.
2. The Authority agrees to assist employee's schooling or upgrading if it is considered by the Authority to be in the best interests of the Authority. The Human Resources Department is responsible for the administration of the Educational Assistance Policy. In the case of employees requesting courses, it is the employee's responsibility to submit an application form prior to beginning the course. The same form will be used for Authority requested courses and must be signed by the employee and Department Manager/Supervisor. Approval is contingent upon budget funds available at the time of submission.

Upon completion of the course, a copy of the application or Educational Assistance Form and proof of successful completion of the course will be submitted to accounting for tuition reimbursement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2003

Buffalo & Fort Erie  
Public Bridge Authority



Teamsters Union  
Local No. 879

