

COLLECTIVE AGREEMENT

NIAGARA FALLS
BRIDGE COMMISSION

and

TEAMSTERS LOCAL UNION NO. 879

Affiliated With The INTERNATIONAL BROTHERHOOD OF
TEAMSTERS , CHAUFFEURS, WAREHOUSEMEN & HELPERS OF
AMERICA

03800 (06)

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THIS AGREEMENT dated November 1, 1994
between

NIAGARA FALLS BRIDGE COMMISSION
(Hereinafter referred to as the "Commission")

of the First Part

- and -

TEAMSTERS LOCAL UNION NO. 879, affiliated
with The International Brotherhood of Teamsters
Chauffeurs, Warehousemen and Helpers of America
(Hereinafter referred to the "Union")

of the Second Part

WHEREAS the Commission has been created as the sole body for the operation of the Rainbow Bridge, Whirlpool Rapids Bridge, and Lewiston-Queenston Bridge;

AND WHEREAS the Union has been certified as the bargaining agent for some of the employees of the Commission;

NOW THEREFORE this Agreement witnesseth that in consideration of the promises and mutual covenants hereinafter expressed and contained, the Commission and the Union Covenant, undertake, and agree, the one with the other, as follows:

ARTICLE I **RECOGNITION**

1.1 **The** Commission recognizes the Union as the sole bargaining agent for all full-time, casual **and** part-time employees of the Niagara Falls Bridge Commission classified as toll captain, toll collector, maintenance, janitor/handyman, janitoress, and traffic director, ~~excluding~~ those employed by the Niagara Falls Bridge Commission in the United States of America, and ~~excluding~~ working maintenance foremen, management, clerical and supervisory employees.

1.2 For the purposes of this Agreement and its interpretation, the following definitions shall apply:

- (a) Full-time Employee shall mean an employee:
- (i) who is employed by the Commission to work more **than** thirty-two (32) hours per week, on a regular basis throughout the **year**, and
 - (ii) has passed a physical medical examination **by** a duly qualified medical examiner appointed by the Commission at the Commission's expense. The medical examination will take place at the time the

employee is placed in a full-time position, and shall be in addition to the medical examination required by part-time employees;

- (iii) has worked as a full-time employee for a period of not less than ninety (90) days, and
- (iv) who is not a probationary employee, and, who is not an employee who occupies a temporary position as defined in Article XI of this Agreement.

(b) **Probationary Employee**

In this Agreement, probationary employee shall mean an employee of the Commission who occupies a job classification who has not worked more than ninety (90) days since the date of commencement of the employee's last hiring.

(c) **Part-Time Employee:**

- (i) In this -Agreement, part-time employees shall mean all employees who are not full-time employees, probationary employees, or seasonal temporary employees, and shall include part-time employees who will be allowed to work not more than forty (40) hours per week from May 1st to October 31st in any year, and not more than thirty-two (32) hours per week at other times of the year;
- (ii) a part-time employee promoted to a full-time position shall be deemed to continue as a part-time employee until such time as the employee has occupied a full-time position for a period exceeding ninety (90) days;
- (iii) a part-time employee occupying any temporary position as defined in Article XI of this Agreement, shall be deemed to continue as a part-time employee, notwithstanding that the part-time employee may work more than thirty-two (32) hours per week between November 1st and April 30th of arty year while occupying the temporary position.
- (iv) an employee shall be required to pass a physical examination by a duly qualified medical practitioner appointed by the Commission at the Commission's expense, before being classified as a part-time employee.

(d) **Seasonal Temporary Employee:**

Seasonal Temporary Employee shall mean a temporary employee of the Commission who was hired as a Seasonal Temporary Employee, for a fixed term or terms of employment, each term not to exceed six (6) months in length.

ARTICLE II
UNION SECURITY AND DUES

2.1 It shall be a condition of employment that all new employees in the bargaining unit, as described in Article I 1.1, shall become members of the Union not later than the date on which the employee completes **the** probationary period and shall thereafter maintain such membership.

2.2 Once each month the Commission will deduct from the pay due to each employee in the second month of his employment, an amount equal to the **regular** monthly Union dues which are uniformly authorized and collected from members of the Union under its Constitution and **By-laws**. The Union shall notify the Commission in writing from time to time of the amount of **such** monthly dues. The amount so deducted for dues under this paragraph will be forwarded **by** the Commission to the Union not later than the fifteenth (15) day of the month following the month in which such deduction was made, together with a list of names of employees and social insurance numbers from whose pay Union dues were deducted. The total monthly Union dues deducted shall be listed on the employees' yearly T-4 slip.

2.3 The Union will indemnify and save the Commission harmless from and **against** any and all claims and demands which may be made by **an** employee against the Commission arising out of the deduction from his pay of such dues and their remittance to the Union pursuant to **this** Article.

2.4 When a new employee is hired, the Commission will present him with a Union membership card and a dues check-off card together with a copy of this Collective Agreement and will announce Union membership as a condition of employment and will direct him to the appropriate Steward for joining the Union. The Commission will receive the original of each signed dues check-off card for its files.

2.5 In addition to deducting Union dues pursuant to Article 2.2, the Commission will also deduct from the pay due to each employee, at the times and in the amounts agreed upon between the Commission and the Union, sums totalling and amount equal to the initiation fee and any arrears in dues **or** re-initiation fees **which** is uniformly authorized and collected from members of the Union under its Constitution and By-laws.

2.6 The provisions of the foregoing shall not apply to the employees specifically ~~excluded~~ under Article I 1.1

ARTICLE III **UNION REPRESENTATION**

3.1 The Union may elect or appoint and the Commission will recognize a Committee of four **(4)** employees, made up of one (1) employee from among the Toll Captains, one (1) employee other than a Toll Captain from the Toll Department, and two **(2)** employees from the Maintenance Department, who shall be designated as Stewards. **Such** employees shall also form a Committee to negotiate this Agreement and subsequent renewals. The Commission agrees to **pay** these four **(4)** employees at their respective regular rates of pay for **all** scheduled working time spent in such negotiations provided the amount of time so spent is not unreasonable in the opinion of the Commission.

3.2 The Commission will, similarly, pay a Steward for all regular scheduled working time spent in investigating and processing grievances provided that the amount of time so spent is not unreasonable in the opinion of the Commission.

3.3 No Committee member, including a Steward, shall leave his work on Union business without the consent of his immediate superior ~~which~~ consent shall not be unreasonably withheld. For greater certainty herein the term "immediate superior" shall mean:

- (a) for Toll Collector - The Toll Captain in charge of shift,
- (b) for Toll Captain - Toll Operations Superintendent,
- (c) for Maintenance and Janitorial staff - the Working Maintenance Foreman on shift.

3.4 The Union will notify the Commission in writing of **the** names of the Committee members and Stewards from time to time provided that the Commission 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 IV
MANAGEMENT'S RIGHTS

4.1 The management of the Commission undertakings and all of the other usual rights of management are vested exclusively in the Commission and without limiting the generality of the foregoing the Commission has the right to:

- (a) hire, suspend, transfer, promote, demote, discipline or discharge employees for just cause and to maintain discipline and employee efficiency;
- (b) assign work, determine and rotate shifts and assign employees to shifts and to classify employees in job classifications;
- (c) make and enforce rules and regulations to maintain discipline, safety and efficiency;
- (d) to engage independent contractors to do any work (including but not limited to bridge painting), provided that the Commission 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 Commission is or may be a party;
- (e) to continue present employment practices where not otherwise herein specifically altered.

4.2 In **the** event of a complaint that the Commission is exercising its rights of management contrary to any express provision of this Agreement, the complaint may be taken up under the Grievance **Procedure** set forth in Article MI of this Agreement.

ARTICLE V
STRIKES AND LOCK-OUTS

5.1 So long as this Agreement continues to operate, the Commission agrees there will be no lock-out **and** the **Union** agrees there will **be** no interruption or impeding of work, work stoppage, strike, sitdown, slowdown or any other interference with the operations of the Commission **by** the Union or by **any** employee.

ARTICLE VI
NO DISCRIMINATION

6.1 The Commission and the Union agree that there will be no discrimination against any employee because of his race, religion, nationality or sex, or because of his membership in the Union or any other Union,

ARTICLE VII
SENIORITY - FULL-TIME EMPLOYEES

7.1 **This** clause shall apply to full-time employees only.

7.2 A full-time employee's seniority shall be back dated to the date of his last hiring as a full-time employee. A full-time employee shall be deemed to have seniority over a part-time employee, regardless of their respective dates of hiring. If more than one employee is promoted from a part-time to full-time position on the same date, the employees shall retain the same seniority ranking as they had as part-time employees.

7.3 No grievances shall be submitted concerning the termination of employment, lay-off or discipline of a probationary employee as defined in Article I.

7.4 A seniority list for full-time employees shall be prepared by the Commission and shall be revised annually. One copy of such list shall be posted on the bulletin boards described in Article XXIV, and two **copies** shall be submitted to **the Union**. The seniority list shall be by Commission seniority.

7.5 In all cases of layoffs, recalls, demotions, promotions, filling of vacancies in classifications and creation of new **jobs** (other than the appointment to positions outside the bargaining unit and the appointment of Toll Captains and acting Toll Captains) the following factors shall be considered:

- (a) Seniority,
- (b) Skill, ability and like qualifications,

and where the elements in (b) are relatively equal as among job applicants then (a) shall govern with employees in the bargaining unit being given preference over new employee applicants. The Commission's decision having reference to the seniority, skill and qualifications of the applicant for such position is subject to the **Union's** privilege to grieve.

Where new employment openings become available, the bids for such openings shall be extended to all Commission employees in the bargaining unit.

7.6 Notwithstanding the provisions of this Article, the Commission may lay off employees for temporary periods not exceeding two (2) days without regard to the seniority provisions of this Agreement, provided that **the** Employer has been unable to schedule such layoff in advance of the posting of **this** schedule. With respect to such temporary layoff of two (2) days or less, the Union and the Commission agree that all part-time staff, seasonal temporary and probationary employees will be laid off prior to any **layoff** of full-time employees that have acquired seniority. **If** the Commission contacts a full-time employee who has acquired seniority and is on layoff to come in for temporary employment in **an** emergency situation, and the said employee declines or fails to report, the Commission shall be privileged to assign such employment to others without application of Article 7.5 (a).

7.7.1 Whenever a vacancy occurs in any job classification in Schedule "A" exclusive of the position of Toll Captain or Acting Toll Captains who shall **be** appointed by the Commission, and the Commission seeks to fill the vacancy or whenever a new job classification is established, the Commission shall post upon the bulletin boards for a period of seventy-two (72) hours prior thereto, a notice of such vacancy or new classification to **be** filled. **An** employee wishing to apply for such vacancy or new position shall submit his application in writing to the Toll Operations Superintendent or Engineer Facilities Manager, as the case may be, within the aforesaid period.

7.7.2 In respect of a new classification only, the notice posted shall contain the job description, qualifications and pay rate.

7.7.3 In **the** filling of any vacancies or classifications herein the following factors will be considered

(i) Seniority
(ii) Skill, ability and like qualifications. **An** employee applying for a maintenance position must have an Ontario "Class D", "Condition Z" license otherwise **his** job bid will not **be** accepted and where the elements in (ii) are relatively equal as among job applicants then the elements in (i) shall govern with employees in the bargaining unit being given preference over new employee applicants. The Commission's decision having reference to the seniority, skill and qualifications of the applicant for such position is subject to the Union's privilege to grieve.

7.7.4 Similar provisions to that set out in sub-paragraph 7.7.1 regarding the posting shall apply to a vacancy created through transfer of the applicant who has been selected to fill the first vacancy or classification.

7.7.4(a) Job vacancies created by requested transfers must not exceed two (2) transfers in **any** one (1) chain. Any vacancy created after *two* (2) transfers shall be filled at **the** option of **the** Commission.

7.7.5 Applicants for vacancies or classifications shall be given an opportunity to perform the work in order of seniority for a period not exceeding ninety (90) days and shall be provided with adequate training and instruction during that period. Should the senior of two or more applicants be deemed to have sufficient skill and qualifications, **the** Commission may make such employee permanent in this position between thirty (30) days and ninety (90) days of probation.

7.7.6 **An** employee who accepts a position in a different job classification after his probationary period, may not within one (1) year of accepting the new position, revert to **his** or her previous job classification, unless there are, in the Commission's determination, sufficient extenuating circumstances for so doing. **The** Commission shall have the sole discretion as to what shall constitute sufficient extenuating circumstances. The Commission agrees to consult with the **Union** Stewards prior to making its determination as to whether sufficient extenuating circumstances exist.

7.8.1 Subject only to the provisions in paragraph 7.8.2, if an employee of the Commission who is not within the bargaining unit is transferred to a position within **the** bargaining unit, whether voluntarily or otherwise, **his** seniority shall revert to that of a new employee.

7.8.2 Where an employee within the bargaining unit is promoted into a position outside the bargaining unit, he shall continue to acquire seniority for one further year. If **the** promoted employee should be demoted within one year of his initial promotion, he shall return to his former classification and seniority with the bargaining unit.

7.9 An employee's seniority shall cease in any of the following events:

- (a) he is discharged and not re-instated through the provision of Article XII or Article XIII; or
- (b) he quits his employment; or
- (c) he is laid off for less than twenty-four (**24**) months and fails to report for work within seven (7) days of call-back following issuance of

a notice of recall by the Commission. Such notice shall be sent by registered pre-paid post or by telegram to the last address of the employee listed on the Commission records; or

(d) he is laid off for more than twenty-four (24) consecutive months; or

(e) he fails to report for work upon expiry of a leave of absence.

7.10 Absence due to proven illness shall not result in loss of seniority, except that if any employee shall be absent due to proven illness for over a continuous period of twelve (12) months, he shall have to establish to the Commission's satisfaction that he will be in a position to resume his employment with the Commission within a period of time that is mutually agreeable to the Commission and the Union. Failing such agreement, the seniority will continue for a further twelve (12) month period, at which time another review is to be made based on current medical information, which is to be made available by the employee.

7.11 Except as provided under Article 7.6, no part-time employee or seasonal temporary employee shall be employed while a full-time employee is on lay off. No part-time employee or seasonal temporary employee shall be hired for the purpose of reducing the regularly scheduled work week of a full-time employee.

ARTICLE VIII **SENIORITY PART-TIME EMPLOYEES**

8.1 This article will have application to part-time employees only, and any other Article in this Agreement dealing with seniority shall not apply to part-time employees.

8.2 A part-time employee shall be considered to be probationary without seniority until the employee has completed ninety (90) calendar days of service with the Commission, and has passed a physical examination by a duly qualified medical examiner appointed by the Commission at the Commission's expense, after which his name will be placed on the seniority list of part-time employees. If in the opinion of the Commission the employee is deemed qualified in less than ninety (90) calendar days, under these circumstances the employee shall be notified and the probationary period thereby shortened upon which his name will be placed on the seniority list of part-time employees. The employee's seniority shall be back-dated to the date of his last hiring as a part-time employee. No grievances shall be submitted concerning the termination

of employment or discipline of probationary employee. This paragraph is subject to the provisions of paragraph 8.3 and 8.4.

8.3 A full-time employee shall be deemed to have seniority over a part-time employee, regardless of their respective dates of hiring.

8.4 When a part-time employee is hired to fill a full-time position, other than a temporary position, his seniority shall be back-dated to the date on which he became a full-time employee. A part-time employee who is promoted to a full-time position shall be deemed to continue as a part-time employee until such time as the employee has occupied a full-time position, other than a temporary position, for a period exceeding ninety (90) days.

8.5 A seniority for part-time employees shall be prepared by the Commission and revised annually. One copy of such list shall be posted on the bulletin board described in Article XXIV and two copies shall be submitted to the Union. The part-time seniority list shall be by Commission seniority.

8.6 **Full-time and Temporary Positions**

When filling a vacant full-time or temporary position, the Commission shall give preference to qualified applicants who are members of the **Union**.

Whenever a vacancy occurs in any job classification in Schedule "A" exclusive of the position of Toll Captain, and acting Toll Captain, **which** shall be appointed by the Commission, and the Commission **seeks** to fill the vacancy or whenever a new job classification is established, the Commission shall post upon the bulletin boards for a period of seventy-two (72) hours prior thereto, a notice of such vacancy or new classification to be filled. **An** employee wishing to apply for such vacancy or new position, shall submit his application in writing to the Toll Operations Superintendent or Engineer Facilities Manager, as the case may be, within the aforesaid.

In the filling of any vacancies or classifications herein, the following factors will be considered

(i) Seniority
(ii) Skill, ability, and like qualifications, and where the elements in (ii) are relatively equal as among job applicants, then the elements in (i) shall **govern**. The **Commission's** decision, having reference to the seniority, skill and qualifications of the applicant ~~or~~ such position is subject to the Union's privilege to grieve.

Applicants for vacancies or classifications shall be given an opportunity to perform the work in order of seniority for a period **not** exceeding ninety (90) days and shall be provided with adequate training

and instructions during that period. Should the senior of **two** or more applicants be deemed to have sufficient skill and qualifications, such employee shall **be** considered the successful applicant at the conclusion of his ninety (**90**) day trial period.

8.7 **An** employee who accepts a position in a different job classification after his probationary period, may not within a one (1) year period after accepting the new position, revert back to his or her previous job classification, unless there are in the Commission's determination sufficient extenuating circumstances for so doing. The Commission shall have the sole discretion as to what shall constitute sufficient extenuating circumstances. The Commission agrees to consult with the Union Stewards prior to making its determination as to whether sufficient extenuating circumstances exist.

8.8 **If** an employee of the Commission who **is** not within the bargaining unit is transferred to a position within the bargaining unit, whether voluntarily **or** otherwise, his seniority shall revert to that of a new employee.

8.9 An employee's seniority shall cease in any of the following events:

- (a) he is discharged and not re-instated through the provision **of** Article XII or Article XIII; or
- (b) he quits his employment; or
- (c) he is laid off for more than sixty (**60**) consecutive days.

8.10 Absence due to proven illness shall not result in loss of seniority, except that if any employee shall be absent due to proven illness for over **a** continuous period of twelve (12) months, **he** shall have to establish to the Commission's satisfaction that he will be in a position to resume his employment with **the** Commission within a period of time that is mutually agreeable to the Commission and the Union. Failing such agreement, the seniority will continue for a further twelve (12) month period, at which **time** another review is to be made based on current medical information, which is to **be** made available by the employee.

ARTICLE IX

PART-TIME AND SEASONAL STAFF

9.1 The Commission agrees to employ not more than five (5) part-time employees in the Toll Department, and not more than five (5) part-time employees in the Maintenance Department.

9.2 Seasonal temporary employees shall be permitted to work not more than twenty-four **(24)** hours per week during the period November 1st to April 30th, and not more than forty (40) hours per week during the period May 1st to October 31st.

9.3 If two **(2)** or more temporary positions under Article XI are being filled by part-time employees, the Commission may schedule the remaining part-time employees for **work** hours of not more than forty (40) per week at the part-time rate. Employees scheduled for work in accordance with this sub-paragraph shall be deemed to be continuing as part-time employees, notwithstanding paragraph 1.2 **of** the agreement.

9.4 If all of the part-time employees are either occupying temporary positions and/or scheduled for forty (40) hours of work **per** week, the Commission may schedule seasonal temporary employees to work for not more than forty (40) work hours per week, notwithstanding the provisions of paragraph 9.2

9.5 (a) The Commission agrees to credit part-time employees who have been employed twelve (12) months part-time to any November 1st, two (2) Free Days to **be** used in **the** succeeding year. For employees who have been employed part-time for less than twelve (12) months, the entitlement will be pro-rated. The Commission reserves the right to re-schedule hours worked for Free time **off** and to fill the vacancies by scheduling seasonal temporary employees.

(b) Part-time employees will be entitled to the Prescription Drug Plan as outlined for full-time employees in Schedule "B" B.2, effective **May** 1, 1995.

ARTICLE X **SHIFT SWITCHING**

10.1 Employees may switch shifts, however, the changed shift must be paid **back** within the designated periods outlined below:

- (a) **When** a full-time employee switches shifts with another full-time employee, the pay back date must be specified on the overtime **slip**. Pay back must occur within a **six** week period, or the person owing will incur a loss of a Free day or loss of pay.
- (b) When a full-time employee switches with a part-time employee, the pay **back** date must be specified **on** the

overtime slip. Pay back must occur during the same pay period, or the person owing will incur a loss of a Free day or loss of pay.

- (c) When a full-time employee switches shifts with a seasonal employee, the pay back date must occur during the same scheduled week.
- (d) Where a part-time employee switches shifts with another part-time employee, the time must be repaid within the same pay period.
- (e) When a part-time employee switches shifts with a seasonal temporary employee, the time must be repaid within the same scheduled week.

10.2 The Toll Operations Superintendent or his designee shall be notified of all shift changes by means of a pink slip to be submitted prior to the switch. The pink slip shall designate the shifts being switched and shall be initialled by a Toll Captain. The shift shall be paid back by the employee whose name appears on the pink slip. Three way switching is prohibited.

ARTICLE XI **TEMPORARY POSITIONS**

11.1 Whenever a temporary vacancy appears in a full-time position, due to illness, accident, or other unforeseen circumstance, the Commission may post the vacancy as a temporary position. The temporary position will be filled pursuant to the provisions of Article VII and Article VIII of this Agreement.

11.2 A part-time employee filling a temporary position shall be deemed to continue as a part-time employee, notwithstanding the fact that the part-time employee may work more than thirty-two (32) hours per week between November 1st and April 30th of any year, while filling the temporary position. A part-time employee filling a temporary position shall not acquire any rights as a full-time employee, and will be deemed to be continuing as a part-time employee. A part-time employee filling a temporary position under this paragraph will receive the hourly full-time wage rate for the position as set out in Schedule "A".

11.3 A temporary position, as defined in paragraph 11.1, shall not continue for a period of longer than six (6) consecutive months. The Commission shall not be required to create a temporary position to fill a vacancy in a full-time position due to illness, accident, or any unforeseen

circumstances, or to continue a temporary position, but may, as an alternative to creating or continuing a temporary position, schedule part-time or seasonal temporary employees.

11.4 If a full-time employee is absent on a maternity leave, the Commission may create a temporary position to fill the vacancy created by the maternity leave. Notwithstanding paragraph 11.3, a temporary position created to fill a vacancy created by a maternity leave may continue for a period **of** longer than six (6) months.

ARTICLE XII **GRIEVANCE PROCEDURE**

12.1 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 not have a grievance unless and until he has first discussed the matter with his immediate supervisor. **An** employee who is subject to disciplinary action may, at his option, have a Steward present at any discussion with his immediate supervisor.

12.2 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 except in STEP 1 and shall contain a concise statement of the facts complained **of** and shall state the Article **of** this Agreement **which** the Commission is alleged to have violated. A grievance shall be filed at **STEP 2** of the Grievance Procedure within and not after five (5) working days of the date of the incident giving rise to the grievance, otherwise it shall be deemed to have been withdrawn.

12.3 The following procedure shall be adhered to in processing grievances:

STEP 1: The aggrieved employee shall present his verbal grievance to **the** Toll Captain, or Working Maintenance Foreman in charge of **his** shift, and at such **time**, the employee may be accompanied by the appropriate Steward, The Toll Captain, or Working Maintenance Foreman shall deal with the grievance directly, and give his verbal response within three (3) working days thereafter.

STEP 2: Should the grievance not be settled at STEP 1, the grievance may then be presented forthwith to the appropriate Toll Operations Superintendent, or Engineer Facilities Manager who shall respond to the grievance within three (3) working days thereafter. The

response shall be in writing and delivered to the Steward in the employee's department.

STEP 3: Should the grievance not be settled at STEP 2, the grievance may then be forwarded directly to the General Manager by the appropriate Steward within three (3) working days of receipt of the response specified in **STEP 2**. The General Manager will give his decision in writing within five (5) working days thereafter.

STEP 4: should the grievance not be settled as aforesaid, and the Union representative has not been in attendance with the Employer at any stage to date, then a Union representative shall attend on the General Manager or his designate within ten (10) working days to attempt settlement without involving Arbitration. The decision of the General Manager shall be presented in writing not later than five (5) days after receiving the Union's submissions.

STEP 5: Should the grievance not be settled within eighteen (18) working days of its receipt as aforesaid, the grievance may be referred to Arbitration under Article XIII.

12.4 A policy grievance of the **Union** shall be in writing delivered to the Commission, **Such** grievance shall be taken up with the Toll Operations Superintendent or Engineer Facilities Manager, as the case may be, at **STEP 2** within ten (10) days of the date of the alleged cause for grievance having come to the Commission's attention.

12.5 A policy grievance of **the** Commission shall be in writing and shall be delivered by the Toll Operations Superintendent or Engineer Facilities Manager to the appropriate Steward within ten (10) days of the alleged incident giving rise to the grievance. Should no Steward be elected at the time, then the grievance may be directly submitted to the **Union** by registered pre-paid post addressed to 412 Rennie Street, Hamilton, Ontario, within the aforesaid ten (10) day period.

12.6 **An** Arbitration Board shall not have jurisdiction to entertain any grievance which has not been duly processed through the provision of Article XII.

ARTICLE XIII
ARBITRATION

13.1 Where a difference arises between the Commission and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, 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 or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of notice **shall** within seven (7) days inform the other party of the name of its appointee to the Arbitration Board. The **two** appointees so selected shall, within five (5) days of the appointment **of** the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Canada upon the request of either party. The Arbitration Board 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 decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs. The parties shall pay the costs of their respective appointees and share equally the fees and disbursements **of** the Chairman of the Arbitration Board.

13.1(a) Notwithstanding the Arbitration provision of this clause the parties hereto may, if agreed to jointly, refer to a single Arbitration any difference between the parties to the Collective Agreement arising from **the** interpretation or alleged violation of the Agreement.

The procedure in selecting the single Arbitration shall be the same as outlined in Paragraph 13.1 for the selection of the three (3) man Arbitration Board Chairman.

13.2 The Arbitration Board 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 provision **of** this Agreement.

ARTICLE XIV
DISCHARGE OR SUSPENSION

14.1 Where an employee is discharged or suspended as a disciplinary measure, he may file a grievance at **STEP 2** under Article IX within and not after three **(3)** working **days** of such discharge or suspension.

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

- (a) confirming the Commission'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.

14.3 **The** Commission will notify the Union by registered mail or telegram prior to suspension or discharge of a steward.

14.4 For disciplinary measures all infractions of rules and regulations shall be removed from the employees record after two **(2)** years. Any employee covered by **this** Agreement when called into the Commission's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or business representative. Any employee requested to sign for a receipt of an incident may be accompanied by a Steward. **All** penalties and reprimands must be issued to the employee expeditiously as possible from the time the infraction became known.

ARTICLE XV
LEAVE OF ABSENCE

15.1 This article shall only apply to full-time employees.

The Commission may grant reasonable leave of absence, not exceeding thirty (30) days, to an employee for personal reasons having due regard **for** the Commission's operational **and** maintenance requirements; provided that reasonable notice of the request is given in writing 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 Commission.

15.2 The Commission may also grant reasonable leave of absence to one (1) employee at any one time to attend a Union convention or similar Union function, having due regard for the Commission's operational and maintenance requirements; provided that reasonable notice of the request is given in writing by the Union and the name of the employee is set out in the notice.

15.3 **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 no more than one (1) 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 Commission.

15.4 When the Commission 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, and will met the requirements of pension, health and group insurance in total. **An** employee who obtains a leave of absence for one purpose and uses it for another will be subject to discharge.

15.5 This paragraph will apply to full-time and part-time employees only.

A female employee with one or more consecutive years of service as a part-time and/or full-time employee shall be entitled to an eleven (11) week leave of absence in addition to and immediately following the child care leave that the employee would otherwise be entitled to under the Labour Standards Provisions of the Canada Labour Code. To be entitled to this leave of absence, the female employee must apply to the Personnel Department in writing within **two** (2) months of the date of birth of her child. The application shall include the date of commencement of the leave, the date of termination of the leave, and a doctor's certificate confirming the date of birth of the child.

At the end of the approved leave she shall return to her regular employment, seniority permitting.

ARTICLE XVI **BEREAVEMENT LEAVE**

16.1 **This** Article shall **only** apply to full-time employees.

Should a death occur in **an** employee's immediate family, he shall **be** entitled to three (3) consecutive **days** off without loss of pay. Should such death occur during the employee's regular **days** off, or

during his annual vacation, or other time when he would not ordinarily be employed, then this provision shall have no application to those days applicable.

16.2 The expression "immediate family" shall **be** defined to include **only** the following persons:

- (a) spouse;
- (b) **child;**
- (c) parent;
- (d) sister;
- (e) brother;
- (f) mother-in-law;
- (g) father-in-law;
- (h) employee's grandmother
- (i) employee's grandfather
- (j) grandchild;
- (k) any other relative actually residing in the employee's residence at the date of death.

16.3 An employee will be entitled to one (1) day off with pay to attend the funeral of a brother-in-law or sister-in-law.

16.4 The Commission reserves the right to re-schedule hours worked to accommodate requests of employees for bereavement leave **and**, where necessary, to fill vacancies by scheduling part-time or seasonal temporary employees.

ARTICLE XVII **REPORTING AND CALL-IN PAY**

17.1 **This** Article shall only apply to full-time employees.

When an employee, who is scheduled for work, reports for work at the beginning of his regularly scheduled shift without having **been** previously notified by the Commission not to report, he shall be entitled to be paid a **minimum** of four (4) hours pay at his regular straight time hourly rate, except where the reason for lack of work is due to some condition over which the Commission has no control and provided the employee performs any work which is available and which is assigned to him.

17.2 When an employee is called back after he has completed his regularly scheduled shift, 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 greater of the two.

ARTICLE XVIII OVERTIME AND SCHEDULING

18.1 The regular work week for full-time employees consists of five (5) days of eight (8) hours, totalling forty (40) hours in one week.

18.2 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 or maximum. Should an employee elect to work in excess of forty (40) hours in any week due to a trade of time off with another employee or employees, no overtime compensation shall attach hereto.

18.3 Overtime created by the absence of a full-time Toll employee for a full shift, shall be offered to another full-time Toll employee. If no full-time Toll employee is available, the shift shall be offered to a part-time Toll employee who is scheduled to work less than five (5) days in the week that the shift falls (May 1st to October 31st), or less than four (4) days in the week the shift falls (November 1st to April 30th). The part-time Toll employee will work the shift at the part-time Toll employee's regular rate of pay. If no full-time Toll employee, or eligible part-time Toll employee is available, the shift may be covered by a seasonal temporary employee.

18.4 Overtime created by the absence of an employee in the Maintenance Department for a full shift shall be offered to another employee in the Maintenance Department, if the Engineer Facilities Manager or the working Maintenance Foreman determine that it is necessary to cover the shift by overtime. If the Engineer Facilities Manager or the working Maintenance Foreman determines that it is necessary to cover the shift, and no employee in the Maintenance Department is available, the shift shall be offered to a part-time employee in the Maintenance Department who is scheduled to work less than five (5) days in the week that the shift falls (May 1st to October 31st), or less than four (4) days in the week the shift falls (November 1st to April 30th). The part-time employee in the Maintenance Department will work the shift at the part-time Maintenance employees' regular rate of pay. If no employee in the Maintenance Department, or eligible part-time employee in the Maintenance Department, is available, the shift may be covered by a seasonal temporary employee in the Maintenance Department.

18.5.1 Full-time employees working overtime shall be compensated by payment in cash, at the rate of time and one half (1-1/2) at the full-time employees regular rate of pay or, at the employee's option, by eight (8) hours off for eight (8) hours worked **plus** four (4) hours **pay** at the employees regular rate of pay.

18.5.2 Compensatory time off under paragraph 18.5.1 is subject to the following rules:

- (i) When an employee has elected **to** take compensatory time off in lieu of pay, the employee shall not be permitted to alter or change that election.
- (ii) When an employee wishes to make use of his compensatory time off **which** has been banked, the employee must advise the Toll Operations Superintendent or the Engineer Facilities Manager, in writing, at least fourteen (14) days in advance of the compensatory time off. Employees may exercise days off in lieu of overtime the last week of December and the first week of January subject to seniority and availability. In this instance, the request for time off must be made not prior to or after the first week in November. The Commission reserves the right to refuse to permit compensatory time off at the requested date and time if it appears to the Commission that there are insufficient employees available for work.
- (iii) Compensatory time off must be taken in units of not less than eight (8) hours, except that an employee in the Maintenance Department may be granted compensatory time off in less than eight (8) hour units, provided that the said employee has not accumulated eight (8) hours compensatory time off, and provided that the employee's request **is** approved by the Engineer Facilities Manager.
- (iv) The Commission reserves the right to reschedule hours worked to accommodate the requests of employees for compensatory time off, and, where necessary, to fill vacancies **by** scheduling part-time employees or seasonal temporary staff.
- (v) Compensatory time off must be taken by the employee within one year following the shift which led to the compensatory time off. If the employee fails to take compensatory time off within one year, the compensatory time **off** shall **be** forfeited.
- (vi) **An** employee who takes a free day and works overtime in the same scheduled **work** week shall **be** compensated for the overtime, and the free day shall be subtracted from the employees' remaining free days.

18.6 If a shift is to **be** covered as the result of the absence of a part-time employee, the shift shall be offered to another part-time employee in the same department, who is scheduled to work less than five **(5)** days during the week the shift falls (May 1st to October 31st), or less than four **(4)** per week during the week the shift falls (November 1st to April 30th). The shift will be paid at the part-time employees' regular rate of pay. **If** no eligible part-time employee is available, the shift may be covered using a seasonal temporary employee in the same department. **If** no eligible part-time employee, or seasonal temporary employee in the same department is available, the shift shall be covered by a full-time employee in the same department.

18.7 If a shift is to be covered as the result of the absence of a seasonal temporary employee, the shift shall be covered by another seasonal temporary employee in the same department, if available. **If** no seasonal temporary employee in the same department is available, the shift shall be offered to an eligible part-time employee in the same department. **If** no eligible part-time employee in the same department is available, the shift shall be offered to a full-time employee in the same department.

18.8 The responsibility for calling in the appropriate employee to cover a shift in the Toll Department will rest with the Toll Captain or Acting Toll Captain.

18.9 A full-time employees' regularly scheduled hours of work shall not be reduced only for **the** reason that the full-time employee has worked overtime during that week.

18.10.1 The Commission shall make every reasonable effort to distribute overtime equitably amongst the employees normally performing work done.

18.10.2 The **Union** and Commission agree that the Commission shall not be required to distribute overtime with any mathematical accuracy over any given period.

18.10.3 The Union and Commission agree that overtime shall be distributed by the Commission equitably amongst:

- (i) **Toll** Department employees;
- (ii) Maintenance Department employees by bridge locations and skills of the employees to be used. Where extra overtime shifts are required in any two **(2)** month period, such shifts will **be** equitably divided amongst those

employees within the Departments to which overtime attaches.

The Union will advise the Commission in writing of any employee complaint that the provisions of this paragraph have been allegedly breached over a two (2) month period. If, on investigation, the Commission determines that such breach has been committed, the Commission shall make the necessary adjustments during the months immediately following, by assigning available overtime shifts to those employees found to have sustained a deficiency of allocated overtime.

18.10.4 For the purposes of determining the distribution of overtime, overtime opportunities offered, but refused, shall be counted as overtime worked.

18.10.5 If a Union Steward receives a written complain by an employee that the employee is not receiving equitable distribution of overtime, the Steward shall, on request, be afforded an opportunity to check the overtime records of the Commission for the period under review.

18.11 The Union and Commission agree that, where possible, the work week for full-time employees shall consist of five (5) consecutive working days immediately followed by two (2) consecutive days off. The Commission will meet with the appropriate Union Stewards to form a schedule incorporating this principle. No full-time employee shall be required to work more than ten (10) consecutive days in the Toll Department without receiving two (2) consecutive days off, wherever schedules permit. Where future changes on the work schedules are required, the Commission shall meet with the appropriate Stewards to discuss the changes. It shall be the Commission's privilege to schedule changes without seeking Union consent or approval.

ARTICLE XIX **MEAL AND REST PERIODS**

19.1 Present practices shall apply with respect to meal and rest periods.

19.2 An employee working over ten (10) consecutive hours other than on a shift switch will receive a meal allowance of seven (7) dollars.

19.3 Employees in the Maintenance Department shall receive a paid lunch period of not more than thirty (30) minutes.

ARTICLE XX HOLIDAYS

20.1.1 This Article shall only apply to full-time employees. The following will be recognized as holidays:
New Year's Day, and
Christmas Day

In addition to the recognized holidays, five (5) days vacation will be given in addition to the regular vacations in lieu of five (5) other holidays.

20.1.2 Pay for an eighth, ninth, tenth, eleventh, twelfth, thirteenth and fourteenth holiday, will be given which shall be included in the first pay nearest December 1st for all full-time employees, who have been actively on the payroll as full-time employees for a **period** of ten (10) months or more.

20.1.3 **Any** employee who qualified for the payment of the said holidays referred to in paragraph 20.1.2 above, may, at his option, in lieu of payment take seven (7) work **days** vacation, which shall be in addition to any other vacation that he may be entitled to, pursuant to this Collective Agreement; provided that such vacation shall be taken during the period that commences after the Canadian Thanksgiving and ends with **the** start of the new vacation schedule; and further provided, that such time off will not interfere with any other employee's regular vacation, and notice of the intent for time off shall be given, in writing, to the Commission by November **15th**.

20.1.4 **An** employee who retires in a given year shall not receive holiday pay **as** set out in paragraph 20.1.1, 20.1.2, and 20.1.3, but, instead, will be **computed on hours worked** from January 1st to retirement date.

20.2 **An** employee who has acquired seniority and who is not on layoff or leave of absence will be paid for a recognized 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 recognized holiday and works his scheduled hours on the said holiday if he is scheduled to **work**, provided, that when an employee who is not on leave **of** absence or on layoff is absent from work on any such shifts and such absence is excused by the Commission, **he** shall not lose his pay for the said 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 said holiday if **he** satisfies the Commission, when requested to do so, that his absence was due to such illness.

20.3 If an employee works on either of the recognized holidays, he should be paid for the holiday at time and one half (1-1/2) his regular hourly rate of pay **for** all hours worked by him on such holidays.

20.4 If one **of** the recognized 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 equal time off.

20.5 It **is** understood, that employees may exercise days off in lieu of statutory holidays the last week of December and the first week in January subject to seniority and availability. The request for time **off** during this period of time must be made not prior to or after the first week in November.

20.6 **An** employee shall receive his birthday off with pay. If the employee's birthday is on **that** employee's regularly scheduled day off, the employee shall receive equal time off during the week.

ARTICLE XXI **VACATIONS**

21.1 **This** Article shall apply only to full-time employees. Employees in the Maintenance Department, and employees in the Toll Department who have a length of service as full-time employees, as shown below, shall be entitled to the corresponding vacation **with** pay.

After one years' service	two (2) weeks
After five years' service	three (3) weeks
After ten years' service	four (4) weeks
After fifteen years' service	five (5) weeks
After twenty years' service	six (6) weeks
After thirty years' service	seven (7) weeks

21.2 (a) **During** the period commencing the first Monday in January, and ending the last full week in April, three **(3)** members of the Toll Department may take a vacation at any one time.

(b) During the period commencing the first full week in May and ending prior to the last full week in June seven **(7)** members of the

Toll Department may take vacation at any one time, of which not more than four **(4)** may be Toll Captains or Acting Toll Captains.

(c) During the period commencing the first full week in June and ending the Sunday before Labour Day, two separate vacation schedules will determine vacation entitlement in the Toll Department. One schedule will be for Toll Captains and Acting Toll Captains, the other will cover Toll Collectors. Five members from each schedule will be allowed to select vacation, to a total of ten (10) from both schedules. Toll employees may only choose four **(4)** weeks in the summer in their first selection.

(d) During the period commencing Labour Day and ending the last Sunday in October, five **(5)** members of the Toll Department may take a vacation at any one time, ~~of which~~ not more than four **(4)** may be Toll Captains or Acting Toll Captains.

(e) During the period commencing the Monday following the last Sunday in October and ending the last Sunday in December three **(3)** members of ~~the~~ Toll Department may take a vacation at any one time.

21.3 All vacations for Toll Department personnel shall be selected by seniority.

21.4 In the Maintenance Department, unless otherwise mutually agreed upon between the individual employee and the Commission, a minimum of two (2) bargaining unit employees from each terminal, not including Working Foremen, may ~~be~~ away on vacation at any one time.

21.5 The Union and the Commission agree to continue to post vacation annually with selection schedules by not later than the 1st day of November of the previous year. Subject to the conditions within this Article, ~~the~~ Toll Department ~~shall~~ choose by seniority, and the Maintenance Department shall choose by mutual agreement between employees at each bridge location. In the event of a conflict between employees as to vacation selections, normal seniority rights will apply.

The employees shall be given the choice of vacation period subject to the Commission's right to maintain a qualified work force which shall not exceed the limits set forth in Article 21.2, 21.3, 21.4.

21.6 During the week within which falls the first day of November of the previous year, the Commission agrees to contact all eligible employees in order that vacation dates for the current calendar vacation year ending December 31, may be selected generally. Posted vacation selection shall terminate on the 30th day of November, annually. The Union Stewards shall contact all eligible employees for selection of vacation dates. The employee has up to forty-eight **(48)** hours from the time of the Union Steward's request to select ~~his~~ vacation dates and advise

the Union Steward. If the employee fails to select a vacation time within forty-eight (48) hours, the employee forfeits his selection, and is moved to the bottom of the vacation roster. All vacation weeks are to be selected prior to November 30th, annually. Only employees who will have completed one year of service as full-time employees will be eligible to select vacation dates.

ARTICLE XXII **CALL-IN PROCEDURE**

22.1 When an employee **books** off a shift due to illness, the Toll Captain will contact another employee to work the shift, and shall not **work** the shift until attempting to fill the shift with a part-time employee who has not worked more than thirty-two (32) hours in a week. If no part-time employee is available, a full-time employee shall be contacted to fill the shift.

22.2 When a Toll Captain books off a shift due to illness, another Toll Captain shall be called to fill the shift. If no Toll Captain is available, an Acting Toll Captain shall be called into fill the shift. This clause shall not **be** applicable to the situation where a Toll Captain books off on a Wednesday or a Friday.

ARTICLE XXIII **ACTING TOLL CAPTAIN**

23.1 **An** Acting Toll Captain shall not be expected to perform **any** of the duties of a **Toll Captain**, unless the Acting Toll Captain **is** scheduled to work on a shift as Toll Captain.

ARTICLE XXIV **BULLETIN BOARDS**

24.1 **The** Commission 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. Material other than **such** notices will be submitted to the General Manager for approval prior to being posted. Bulletin **Boards** will be placed proximate to the respective time clock locations.

ARTICLE XXV
SAFETY COMMITTEE

25.1 The Commission and the **Union** agree in principle to the establishment of a Safety Committee, The purpose of the Safety Committee shall be to discuss items relating to safety in the operation of the Commission's bridges, with a view to making recommendations to the management of the Commission. **The** recommendations shall not be binding on the Commission.

- 25.2 The Safety Committee shall be composed as follows:
- (a) one (1) employee from **the** Toll Department to be chosen by the employees of the Toll Department;
 - (b) one (1) employee from the Maintenance Department to be chosen by the employees of the Maintenance Department; and
 - (c) two (2) representatives of Management, to be chosen by Management

25.3 The Safety Committee shall meet for not more than one (1) hour once each month on a regularly scheduled day. Employee representatives who are not scheduled to work at the time of the meeting, will be paid **for** this one (1) hour only at **their** regular hourly rate of pay while in attendance at the meeting. Call-in **pay** and over-time will not apply to this pay.

ARTICLE XXVI
BORDER CROSSING WORK PRACTICE

26.1 Employees on the Canadian side of the bridges may perform work on the United States side of the bridges and employees from the United States side of **the** bridges may perform work on the Canadian side of the bridges, provided that no such interchange of employees shall **be** used to deprive any employee of his regularly scheduled work hours.

26.2 Subject to Article IV respecting the rights of Management, the Commission agrees that in the event of a movement of work or re-organization of operations to **the** American property of the Commission, the Commission agrees not to terminate or alter the status of any employee unless and until the Commission and the Union have had the opportunity to resolve any disputes arising from the termination **or** alteration of the employment status through negotiation.

ARTICLE XXVII
EXTRA CONTRACT AGREEMENTS

27.1 The Commission 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 said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement.

ARTICLE XXVIII
FREE DAYS AND JURY DUTY

28.1 **This** Article shall only apply to full-time employees.
The Commission agrees to continue to credit all full-time employees who have been employed twelve (12) months full-time to any November 1st, ten (10) free days to **be** used in the succeeding year. For employees *who* have been employed full-time ~~or~~ less than twelve (12) months, one (1) day of every full month worked prior to November 1st, will make up his credit for the succeeding year. The Commission reserves **the** right to re-schedule hours worked for Free Time off and to fill the vacancies by scheduling part-time or seasonal temporary employees. Requests for Free Days off in **blocks** of more than four (**4**) days at a time, must be given at least **two** (2) weeks in advance.

28.2 The Commission agrees to pay the employee the difference between the Jury Duty or Crown witness remuneration and his or her regular base salary, provided that **the** employee produces a Jury Duty or Crown witness voucher stating the time spent and remuneration received while on Jury Duty or when subpoenaed as a Crown witness,

ARTICLE XXIX
UNIFORMS

29.1 The Commission will continue to supply uniforms and rainwear and clean same on the following basis:

(a) New uniforms will be provided during the period November 1st, 1994 to October 31, 1996. The Commission will make every effort to provide a full set **of** uniforms on or about May 1st **of** each year of this agreement.

(b) Effective April 4, 1995, the Commission will credit each qualifying union employee with a \$225.00 clothing allowance each **year**.

It is understood however, that the Commission will continue to supply the three season coat every three years, and **the** cost of same will not **be** deducted **from the** \$225.00 clothing allowance.

(c) In both (a) and (b) above, the Commission will pay for cleaning pants, jackets and ties.

(d) Maintenance Department employees will be supplied with three changes of uniform per week and:-

- a spring jacket once every **two** years;
- a winter jacket once every three years;
- coveralls - First Year - summer
-Second Year - winter

29.2 Effective April 4, 1995, the Commission will subsidize an employee of the Maintenance Department and the Traffic Director (full-time) a maximum of one hundred and twenty-five dollars (\$125.00) towards the costs of the purchase of one (1) pair of leather safety shoes, as approved by the Engineer Facilities Manager and/or the Toll Operations Superintendent, per year, for his personal use during his regular **working** hours.

Twice yearly, this protective footwear shall be made available at an established site location.

ARTICLE XXX **RATES OF PAY**

30.1 **The** job classification and rate of pay shall be as set out in Schedule "A" to this Agreement.

ARTICLE XXXI **WELFARE PLAN**

31.1 Particulars of the Welfare Plan are as set forth in Schedule "B" to this Agreement. The benefits scheduled in Schedule "B" **apply** only to full-time employees, as defined in Article I of this Agreement.

31.2 **The** Commission agrees to pay O.H.I.P. premiums in full for part-time employees, as defined in Article I of this Agreement, in accordance with the O.H.I.P. rates prescribed by the Ontario Government.

ARTICLE XXXII
DURATION

32.1 **This** Agreement shall be for a term of twenty-four (24) months commencing on the 1st day of November 1994 and ending on the 31st day of ~~October~~ 1996. Thereafter, this Agreement shall continue from year to year unless either party gives notice in writing to the other not less than sixty (60) days and not more than one hundred and eighty (180) days prior to the expiry date hereof of that party's intention to terminate **this** Agreement or to **negotiate** revision thereto.

SCHEDULE "A" - CANADA

A.1 The following are the job classifications and hourly rates of pay:

Job Classifications	Effective Nov 1/94	Effective Nov 1/95
Toll Captain	\$20.78	\$21.15
Toll Collector (full-time)	\$18.94	\$19.31
Traffic Director (full-time)	\$18.00	\$18.37
Maintenance (full-time)	\$18.94	\$19.31
Janitor-Handyperson (full-time)	\$18.00	\$18.37
Part-time employee	\$10.98	\$11.35

A.2 When a full-time employee **is** temporarily assigned to a job classification and there is a difference in the rate of pay between the job classification and his regular job classification, he shall be paid the higher of the two rates during such temporary assignment.

A3 Janitor-Handypersons will be paid the Maintenance persons rate when assigned by the Foreman to perform electrical, plumbing, carpentry, welding duties and snowploughing and sanding with any vehicle requiring an Ontario "Class D", "Condition Z" license.

Any successful applicants to a Janitor-Handyperson classification will be required to obtain the aforementioned "D", "Z" license within ninety (90) days. All current employees in **this** classification who do not possess a "D" "Z" license will be grandfathered and will not be required to obtain said license.

A.4 There shall **be** no pyramiding of overtime pay.

A.5 **An** employee who is temporarily promoted to an acting supervisory capacity, shall be paid ~~not~~ less then twenty-five (\$0.25) cents

per hour above his regular rate of pay while he is so designated or temporarily promoted.

A.6 This clause applies to full-time employees only.

All full-time employees whose regular shift starts between the hours of 3:00 p.m. in the afternoon through 7:00 a.m. in the morning, shall be paid a shift differential as follows:

Fifty-five cents (\$0.55) per hour.

Overtime rates shall not apply to shift differential.

A.7 A Janitor-Handyperson working the 6:00 p.m. to 2:00 a.m. shift shall be paid at the Maintenance rate.

A.8 This Clause shall apply to full-time employees only.

A full-time employee in the Maintenance Department, who is designated to perform work under the span of one or other of the Commission's bridges, or while working in the bucket of the utility truck on light standards only, shall receive a premium on all such hours worked at the rate of two dollars and fifty cents (\$2.50) per hour and this premium shall be in addition to the regular hourly rate of pay. Overtime rates shall not apply to premium pay.

SCHEDULE "B" - CANADA **FULL-TIME EMPLOYEES**

B.1 **FRINGE BENEFITS AND PROVISIONS:**

During the duration of this Agreement, all **present** fringe benefits and provisions are to remain as they existed at the termination of the previous Collective Agreement between the parties, namely:

(a) **N.F.B.C. ADJUSTED COMPENSATION PLAN (PENSION PLAN) :**

The Commission agrees to continue this pension plan in accordance with the master contract with any or all of its amendments, as held by the Commission and the Insurance Carrier.

(b) **GROUP LIFE INSURANCE:**

The Commission agrees to continue to **pay** one hundred per cent (100%) of the premiums as set forth and in accordance with the master contract and all its amendments.

(b)¹ Life insurance benefits of one and one half (1-1/2) times yearly salary for each regular full-time employee.

(b)² The life insurance coverage of a covered employee who is retired on his normal retirement date or on early retirement under the Commission's pension plan is entitled to a pension thereunder will be continued to age seventy (70) in the amount of eight thousand dollars (\$8,000.00), thereafter in the amount of four thousand dollars (\$4,000.00).

(c) O.H.I.P.

The Commission agrees to continue premium payments in full for the plan in accordance with O.H.I.P. rates prescribed by the Ontario Government.

(d) BLUE CROSS EXTENDED HEALTH CARE OR EQUIVALENT:

The Commission agrees to continue to pay one hundred per cent (100%) of the premium for extended health care protection consistent and in accordance with the agreement and any or all of its amendments. This agreement is presented to the employee by the Commission at the time of his enrollment into this plan.

@ SICK BENEFITS PROGRAMS (SHORT-TERM & LONG-TERM DISABILITY BENEFITS):

The Commission agrees to continue to pay one hundred per cent (100%) of the premiums for a Short-term and Long-term Disability Benefits Program consistent with the master contract and all of its amendments as held by the Commission or the Insurance Carrier. If an employee satisfies and meets the requirements of this Article, and after having first used free days towards an absence caused by sickness or accident in compliance with Plan formula - first day for hospitalization, fourth day for accidents and eighth day for sickness, the Commission also agrees to continue a wage continuation as set forth below:

1. After one (1) year of employment as a full-time employee, and through nine (9) years of employment, as a full-time employee, the Commission will pay fifty per cent (50%) of the employee's base weekly salary for a maximum of fifteen (15) weeks,
2. After ten (10) years of employment, as a full-time employee, the Commission will pay fifty per cent (50%) of the employee's base weekly salary for a maximum of twenty-six (26) weeks.

B.2 PRESCRIPTION DRUG PLAN:

The Commission agrees to continue all premium payments in full for the non-deductible prescription drug plan that takes effect December 1st, 1992. The new plan will have the features associated with a Prescription Drug Plan (as opposed to a prescribed Plan). The Commission shall provide a prescription rider that employees will not be required to pay a co-pay or user fee if they obtain their prescription drugs

from Hy and Zels Pharmacy. Should they go elsewhere, a five dollar (\$5.00) eo-pay or user fee will be charged to the employee.

B.3 PENSION PLAN AND INSURANCE DETAILS:

The Pension Plan and the Insurance mentioned in this Schedule, shall be as more particularly described and set forth in the Pension Plan documents and policy or policies of Insurance. The Commission's responsibility is limited to continuing the Pension Plan and Insurance and to paying the premiums for the benefits mentioned in this Schedule and in case of any dispute over the payment of benefits to any employee, no grievance shall lie against the Commission, but the Commission will use its best efforts to adjust and settle any **such** dispute.

B.4 DENTAL PLAN:

The Commission shall continue a non-deductible Dental Plan equivalent to Blue Cross No. 7 with Rider No. 1 and Rider No. 2 instituting at the earliest possible date in each year of this agreement the current Dental Association Schedule of Fees including (100%) **prosthesis**, consistent with the rules **and** regulations of the Carrier.

B.5 EYE CARE PLAN:

Commencing on the earliest date, at or around November 1, 1988, the Commission will institute **an** eye care plan, which will allow each person in a family **two** hundred dollars (\$200.00) every two (**2**) years for eye glasses, consistent with the rules and regulations of the Carrier.

B.6 RETIREMENT HEALTH BENEFITS:

An employee with twenty (20) or more years of service retiring at age fifty-five (**55**) or thereafter, the employer shall continue to pay the full cost of medical insurance and hospital coverage described in Sections B.1(c), B.1(d), B.2 and b.4 of the contract for the employee in accordance with the same type of coverage, individual or family, which the employee **had** at the **time** of **his** or her retirement (except for Out of Country Benefits), until such time as the employee becomes eligible for government benefits. Upon the employee becoming eligible for government benefits, the employer agrees to pay the full costs of supplementary health insurance over and above the government benefits allowed to maintain the same type of coverage the employee had on the date of **his** or her retirement. The Commission will **pay** up to sixty (60) consecutive days of Out of Country Coverage in any one calendar year. The employee will be responsible for purchasing said coverage and must submit documentation to support the claim.

This coverage shall be available to each full-time employee and shall continue, so long **as** such coverage is available to your eligible dependents until the second anniversary of your death.

The Commission may terminate the benefits referred to in the event that the retired employee becomes employed **at** a place of employment where **such** coverage, or equivalent coverage, **is** available at no expense to the employee.

Employees hired before November 1, 1982 shall be required to have ten (10) years of seniority to qualify for payment of benefits after retirement as aforesaid. Employees hired after November 1, 1982 shall be required to have twenty (20) years of service to qualify for payment of benefits after retirement as aforesaid.

In witness whereof the Parties have executed this Agreement **this 4th day of April, 1995**, at Niagara Falls, Ontario, between:

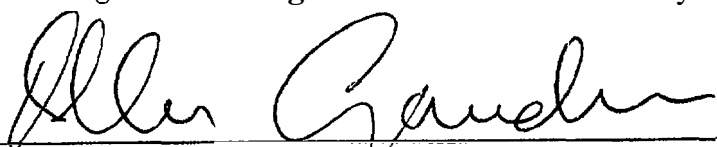
**NIAGARA FALLS
BRIDGE COMMISSION**

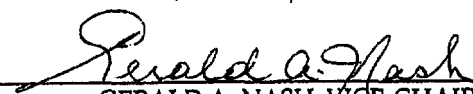
**TEAMSTERS LOCAL
UNION #879**

Colin Thompson
William Huggins
David Michelsen
Lauren Beaver

Dan MacIlravey
Vince CuvIELlo
William Chase
Greg Detenbeck
Rick Kehrle

On behalf of the Niagara Falls **Bridge** Commission. This **24th day of July, 1995**.

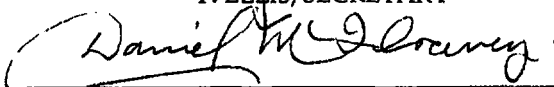
by: 
ALLEN GANDELL, GENERAL MANAGER

by: 
GERALD A. NASH, VICE-CHAIRMAN

by: 
SAMUEL S. SANSONE, CHAIRMAN

TEAMSTERS LOCAL UNION No. 879

by: 
F. ELLIS, SECRETARY

by: 
PRESIDENT

COMMISSION RULES AND REGULATIONS

The Rules **and** Regulations **do** not form part of the Collective Agreement, however, it is understood and agreed that the employees will respect and abide by the Commission's rules, regulations and practices. These rules shall be subject to change by the Commission at any time, however, they shall not be inconsistent with the provisions of this Agreement.

NIAGARA FALLS BRIDGE COMMISSION RULES AND REGULATIONS FOR HOURLY RATED EMPLOYEES

ARTICLE I FUNCTION OF THE COMMISSION

1.1 The function of the Niagara Falls Bridge Commission is to provide industry and the public, safe, efficient and courteous service across its three International bridges.

1.2 **RULES OF CONDUCT**

The purpose of these rules and regulations is to provide our employees with a guide for personal conduct outlining the parameters of acceptable conduct and to promote a harmonious and co-operative working environment.

Committing any of the following violations will be sufficient grounds for disciplinary action ranging from reprimand *to* immediate discharge, depending **upon the seriousness of** the offense judged by management.

ARTICLE II GENERAL RULES

2.1 It is expected that each employee will act so as to improve the service of the Commission to the public, will work in harmony with fellow employees and will promote the business and goodwill of the Commission. Employees are expected to study these rules and perform their duties accordingly.

2.2 BRIDGE COMMISSION EMPLOYEES WILL:

(a) Report to work well groomed, on time and ready to perform their work schedule or work assignments. Male employees will report work clean shaven; sideburns or beards will be trimmed in compliance with the established dress code.

(b) Maintain a professional attitude and good personal conduct when in direct contact with any segment of the travelling public.

(c) Report to work in **the** uniform that is authorized ~~for~~ that particular season of the year. All uniforms will be cleaned and pressed and personal appearance will be maintained in a manner prescribed by Management which is designed to command the respect and admiration of our customers.

(d) In the Maintenance Department, abide by Commission rules and wear and use the appropriate safety equipment as outlined by management.

(e) Report all accidents, damages or malfunctions of any company equipment or vehicle to **your** immediate supervisor.

2.3 CHANGING OF SHIFTS

Employees will be allowed to **change** shifts within **their** respective departments provided that no overtime **is** involved and said change has the approval of **the** Toll Operations Superintendent or his designate. Approval or disapproval of the requested shift change will be at the sole discretion of management.

2.4 ABSENCES AND TARDINESS

(a) Any employee who is absent for any reason, including illness must call the Toll Captain at the appropriate toll station and report their illness at least one and one-half hours prior to the start of their regular shift; otherwise, it will be considered an unexcused absence.

(b) If an employee becomes ill while on **duty** and it becomes necessary to excuse the employee from completing his or her duties, the employee's Supervisor must be notified immediately. **The** employee must be properly relieved or excused before leaving the property.

2.5 COFFEE BREAKS

(a) Toll Department

In the Toll Department, **the** Commission will continue the present practice of allowing employees to drink coffee during the performance of their duties.

(b) Maintenance Department

Two fifteen minute coffee breaks will be permitted during an eight hour shift.

2.6 ON THE JOB INJURIES

All injuries to any employee **which** occurs on the job must be reported immediately to the Supervisor-in-Charge and, as soon as possible, a report must be filled out and turned in covering all the details of the accident. **This** action is demanded **by** government agencies and insurance carriers where applicable.

2.7 POLICY STATEMENT

The discipline and performance rules shall **be** applied impartially, and fairly to all employees of the Commission. In the work environment, discipline:

- involves careful discretionary judgment in its application by management;
- is intended to change the performance action, rather than the personality of the performer;
- should be fair, appropriate, progressive and consistent;
- should be issued to the employee as soon after the infraction became known as possible. Time should be allowed to properly investigate and gather the facts before meeting with the employee;
- when issued, should be specific, honest, tactful and in a formal written warning or reprimand;

2.8 PROHIBITED PRACTICES

- (a) Committing any of the following acts of misconduct shall serve as sufficient grounds for immediate dismissal:
- (1) Gambling on **Commission** property.
 - (2) Drinking of alcoholic beverages or spirits and/or the use of illegal drugs (or legal drugs without the benefit of a legal prescription) on the job.
 - (3) Possession of firearms or other concealed weapons on Commission property.
 - (4) Swiping the time record of another employee or otherwise fraudulently altering the time records of any employee, including his or her own.
 - (5) The commission of an assault of fighting on Commission property.
 - (6) Disorderly or immoral conduct on Commission property.
 - (7) Insubordination or the refusal to follow instructions of a Supervisor unless those instructions are clearly immoral, illegal or unsafe,
 - (8) Stealing, embezzlement, dishonesty, falsification of records or willful misrepresentation of facts,
 - (9) Conviction of or pleading guilty to any federal, state or provincial criminal offense.

(10) Due to our International operation and the trust placed in us by Customs and Immigration of both countries, any employee caught smuggling on Commission time, Commission property or while using Commission vehicles.

(11) Employee misuse of sick leave benefits/compensation such as feigning an illness or injury, reporting illness that would not prevent proper performance of duty.

(12) Willful damage to Commission property, equipment or vehicles by employee.

(b) Committing any of the following violations will subject the employee to progressive discipline as set forth in Section 2.9 of **these** rules:

(1) **Each** unexcused absence beyond the normal **use** of Free Days.

(2) Two or more unexcused instances of tardiness in a pay period.

(3) **Any** person reporting for work under the influence of intoxicating liquor or spirits will be sent home and will be subject to disciplinary action.

(4) Sleeping on duty.

(5) Leaving of the work area or Commission property without authorization.

(6) Intimidation, coercion or harassment (verbal or otherwise) of any person on Commission property.

(7) The use of abusive, vulgar or threatening language towards any employee, the travelling public or any agent or employee of any government agency using or operating at the three bridges.

(8) **Acting** in a manner unbecoming to **the** position and stature of an International Bridge Commission employee.

(9) The eating of lunch outside the lunchroom or other authorized designated areas.

(10) Operating a Commission vehicle without a valid licence.

(11) Employee failure to swipe time record in or out when entering or leaving Commission property without having time record initialed by a Supervisor.

(12) Extending rest and lunch periods without permission of a supervisor or loitering.

(13) ~~An~~ employee taking unauthorized time off from or during a shift.

(14) Employee making personal telephone calls on Commission telephones without permission of a supervisor.

(15) Failure to wear established protection equipment.

(16) Employee found smoking in a prohibited area.

(17) Employee reporting **to** work without a doctor's certificate after being on sick leave will not be allowed to return to work until he/she meets the established policy.

(18) Failure by employee to give at least one and one-half hours advance call prior to the start of his/her regular shift for an absence for any reason, including illness.

(19) Carelessness with Commission funds.

(20) Employee **using** Commission vehicles, equipment, tools and devices without permission of a supervisor.

(21) Careless or negligent damage to Commission or personal property or equipment by employee.

(22) Employee failure to operate all equipment, vehicles, appliances, devices **and** tools in a **safe**, normal **and** prudent manner.

(23) Violation of established Commission safety rules or practices that endanger or may endanger the worker, his or her co-worker, and or life or property.

(24) Employee swiping out other **than** at the designated end of scheduled shift without permission of a supervisor.

(25) Employee reporting for or working on duty not in proper attire or appearance as outlined by Commission policy.

2.9 INFRACTIONS OF RULES AND REGULATIONS

(a) Immediate Dismissal

Violation of certain specified rules will be grounds for immediate dismissal as set forth herein. Discipline imposed for the violation of any other rule or regulation will be on a progressive basis as set forth in this paragraph.

(b) First Offense

Any employee who violates these rules and regulations will be reprimanded and a letter of reprimand will be placed in their file.

(c) Second Offense

The second offense will bring a one day suspension without pay.

(d) Third Offense

The third offense will result in a three day suspension without pay.

(e) Fourth or Subsequent Offenses

The fourth **or** subsequent infraction of any rule or regulation will subject the employee to immediate dismissal or the imposition of a substantial suspension without pay (not less than five (5) days) in the discretion of Management.

ARTICLE III
TRAFFIC DIRECTORS AND TOLL PERSONNEL

31. **Traffic Officers**

(a) The primary function of the Traffic Director is to direct traffic on the Plaza into the proper lanes for inspection.

(b) A **flashlight** must remain **handy** at all times. Safety vests must be worn **when** directing traffic.

(c) A Traffic Director shall not leave his or her work station **unless** a Captain is notified and approval granted.

(d) Whenever there are three (3) inspection lanes open, **the** Traffic Director must station himself on the Plaza and direct the traffic into the lanes on as even a basis as possible.

(e) Hitch-hiking on Commission property is strictly prohibited; the Toll Captain should insure that this rule is enforced.

3.2 **Toll Collectors**

(a) **The** Toll Collector is the first person with whom the travelling public comes in contact, Each Collector is expected to behave in a highly professional and business like manner,

(b) Every Toll Collector must be as helpful **as** possible without **causing** a traffic delay when asked questions from the public. If a more detailed answer is required, the vehicle must **be** directed out of the traffic lane and a Toll Captain or Supervisor notified.

(c) The safety of the travelling public, as well as Commission employees, is the foremost consideration when trucks carrying explosives or hazardous material attempt entry onto the **bridge**.

(d) **Any** collector or Captain has the authority to refuse entry onto **the** bridge of any vehicle carrying prohibited materials. When in doubt, have the driver park the vehicle and notify the Supervisor immediately.

(e) Before using any portion of the facility, all vehicles should be subject to inspection when, in the opinion of the Bridge employee in charge, such inspection shall **be** deemed necessary to determine whether such use would be in violation of our existing rules and regulations on hazardous materials.

ARTICLE IV
MAINTENANCE DEPARTMENT

4.1 The primary function of the Maintenance Department is to maintain all buildings and Plaza areas, **and** to ensure that all equipment is kept in good working order.

4.2 Reporting For Work

All personnel shall be ready for work at the **scheduled** time. There will **be** no exceptions, unless designated by the supervisor.

4.3 Lunch Period

Lunch period shall consist **of** thirty (30) minutes only and shall **be** taken halfway into each shift. **Five (5)** minutes before lunch time will be allowed for clean-up and travel **time**.

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