

COLLECTIVE AGREEMENT

**NIAGARA FALLS
BRIDGE COMMISSION**

and

TEAMSTERS LOCAL UNION NO. 879
Affiliated With The INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

November 1, 2006- October 31, 2010

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THIS AGREEMENT dated November 1, 2006

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, janitress, 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) who has passed a physical medical examination by a duly qualified Canadian 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) who 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 any year while occupying the temporary position.

- (iv) an employee shall be required to pass a physical examination by a duly qualified Canadian 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 ninety (90) days of work in length.

New seasonal employees that are hired will be given a 15 working day Training Period after which they will be given an Employment Contract of no more than ninety (90) days of work,

Returning Seasonal Employees will not be eligible to serve the 15 days Training Period. These Employees will be issued contracts not exceeding ninety (90) days of work.

- 1.3 Where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun and visa-versa, where the context so requires.

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 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 All employees must, as a condition of their continued employment, authorize the Employer to deduct weekly Union dues (bi-weekly at twice the weekly dues, if applicable) from their pay, under the formula as prescribed by the Local Union. The Employer will remit such monies to the Local Union in the amounts so deducted under this provision no later than the fifteenth (15th) day of the succeeding month, listing the employees from whose pay such deductions have been made and also the names of any employees covered by this Agreement who have left the bargaining unit since the last payment. In no case will the monthly remittance per employee be less than four times the weekly dues. During the term of this Agreement such deduction authorization shall be irrevocable.

- An employee who works one (1) day or more in a month, which has four (4) weeks, must pay a minimum of four (4) weeks Union dues for that month.
- An employee who works one (1) day or more in a month, which has five (5) weeks, must then pay a minimum of five (5) weeks Union dues for that month.
- An employee off work, for any reason, shall have Union dues deducted in double upon his return to work until the employee's dues are paid up-to-date, so that at the end of the year the employee has paid Union dues for 52 weeks.
- Dues remittance list of employees should include names and social insurance numbers from which deductions were made.

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 his 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 totaling 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 or Maintenance and Janitorial staff - Operations Superintendent, Plaza Superintendent.

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.

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 XII of this Agreement.

4.3 The Commission agrees to meet and discuss technological changes with the Union prior to implementation.

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, sit-down, 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 backdated 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 his 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 bi-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 herein 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, which will continue to be selected at the sole discretion of the Commission.) the following factors shall be considered: In the Toll Dept. (1 and 2) below and the Maintenance Dept (1- 3) below

- (1) Seniority
- (2) Skill, ability, and qualifications
- (3)(a) General level maintenance written aptitude test (for the position of Janitor Handy Person)
- (3)(b) Intermediate level maintenance written and Hands-on aptitude test (for the position of Maintenance Technician). To be conducted at the sole discretion of the Commission.

An employee applying for a maintenance position must have an Ontario "Class D", "Condition Z" license. For the position of Janitor Handy Person, a general maintenance written aptitude test must be passed at the conclusion of the six (6) month probationary period and for the position of Maintenance Technician, an intermediate level maintenance written and Hands-on aptitude test must be passed during the selection process otherwise his job bid will not be accepted, and where the elements in (2) and (3) are relatively equal as among job applicants, then the elements in (1) 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. A passing grade on all tests will be 70%. In the event that all applicants fail to achieve a passing grade the test will be used in conjunction with items one (1) and two (2) at the sole discretion of the Commission.

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

7.5.1 In the event of a layoff from the toll department the general written aptitude test will be waived for an employee moving from the Toll department to the Janitor Handyperson position in the Maintenance Department.

In the event of a layoff from the toll department the employee moving from the Toll department to the Janitor Handyperson position in the Maintenance Department will be required to produce a fully certified "Class D", "Condition Z" license no later than ninety (90) consecutive days from the start date in the new position. The employee must meet the Ministry of Transportation guidelines in this matter. If these criteria were not met the employee would be subject to layoff.

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 his 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 this application in writing to the Operations Superintendent or Plaza Superintendent, 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 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 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(a) Toll Department

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 of work 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 his position after ninety (90) days of work.

7.7.5 (b) Maintenance Department.

An employee selected into the Maintenance Technician program will be required to serve a twelve (12) month probationary period. Six (6) months after the start of the probationary period, the Plaza Superintendent shall conduct a performance evaluation. If the performance assessment is passed and the employee is progressing to satisfy all requirements set forth in the NFBC Job Descriptions, a final six (6) months of probation will commence. At the end of the twelve (12) month probation a designated non-partisan consultant shall give a final test, to determine if the employee is to be assigned to the full time position. The employee shall receive the full time rate of pay in his respective schedule upon successfully completing the probationary period. A passing grade on all tests will be 70%. The final test will be used in conjunction with the overall performance over the twelve (12) month period to determine if the employee is to be assigned to the full time position.

An employee selected into the Janitor Handyperson program will be required to serve a six (6) month probationary period. Three (3) months after the start of the probationary period, the Plaza Superintendent shall conduct a performance evaluation. If the performance assessment is passed and the employee is progressing to satisfy all requirements set forth in the NFBC Job Descriptions, a final three (3) months of probation will commence. At the end of the six (6) month probation a designated non-partisan consultant shall give a final test, to determine if the employee is to be assigned to the full time position. The employee shall receive the full time rate of pay in his respective schedule upon successfully completing the probationary period. A passing grade on all tests will be 70%. The final test will be used in conjunction with the overall performance over the six (6) month period to determine if the employee is to be assigned to the full time position.

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, the employee shall continue to acquire seniority for one further year. If the promoted employee should be demoted within one year of his initial promotion, the employee shall return to his former classification and seniority with the bargaining unit.

7.9 An employee's seniority shall cease and his employment deemed terminated in any of the following events:

- (a) the employee is discharged and not re-instated through the provision of Article XII or Article XIII; or
- (b) the employee quits his employment; or
- © the employee 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) the employee is laid off for more than twenty-four (24) consecutive months; or
- (e) the employee 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, the employee shall have to establish to the Commission's satisfaction that the employee 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) days of work 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) days of work, 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 backdated 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 his 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 backdated to the date on which the employee 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 of work.

8.5 A seniority list 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 subject to the provisions of Article 7.5 and 7.7.1.

8.7 (A) Toll Department

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 of work 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 his position after ninety (90) days of work.

8.7(B) Maintenance Department

An employee selected into the Maintenance Technician program will be required to serve a twelve (12) month probationary period. Six (6) months after the start of the probationary period, the Plaza Superintendent shall conduct a performance evaluation. If the performance assessment is passed and the employee is progressing to satisfy all requirements set forth in the NFBC Job Descriptions, a final six (6) months of probation will commence. At the end of the twelve (12) month probation a designated non-partisan consultant shall give a final test, to determine if the employee is to be assigned to the full time position. The employee shall receive the full time rate of pay in his respective schedule upon successfully completing the probationary period. A passing grade on all tests will be 70%. The final test will be used in conjunction with the overall performance over the twelve (12) month period to determine if the employee is to be assigned to the full time position.

An employee selected into the Janitor Handyperson program will be required to serve a six (6) month probationary period. Three (3) months after the start of the probationary period, the Plaza Superintendent shall conduct a performance evaluation. If the performance assessment is passed and the employee is progressing to satisfy all requirements set forth in the NFBC Job Descriptions, a final three (3) months of probation will commence. At the end of the six (6) month probation a designated non-partisan consultant shall give a final test, to determine if the employee is to be assigned to the full time position. The employee shall receive the full time rate of pay in his respective schedule

upon successfully completing the probationary period. A passing grade on all tests will be 70%.

8.8 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.

8.9 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.

8.10 An employee's seniority shall cease and his employment deemed terminated in any of the following events:

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

8.11 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, the employee shall have to establish to the Commission's satisfaction that the employee 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 twelve (12) part-time employees, who are eligible to work in both the Maintenance and Operations department(s) in accordance with the operational needs and requirements of the Commission.

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.

9.6 Part-time employees will be given the option of taking his vacation pay in cash or time-off. Each year by December 1st the part-time employee will notify the Payroll Department of his choice of a cash payment to be included in his paycheck in the first pay of January or his intention to use the time for vacation in the following year. His vacation will be subject to the approval of the Operations Superintendent. If approved, his vacation will be duly noted on the bargaining unit vacation schedule. The amount of the entitlement will be consistent with Federal Government vacation pay regulations.

ARTICLE X
SHIFT SWITCHING

10.1 Employees may switch shifts, with the prior approval of management; 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 shift change form. Pay back must occur within a two-week period, or the person owing will incur a loss of Free Day or loss of pay.
When a full-time employee switches with a part-time employee, the pay back date must be specified on the shift change form. Pay back must occur within the same scheduled week or the person owing will incur a loss of Free Day or loss of pay.
- (b) When a full-time employee switches shifts with a seasonal employee, the pay back date must be specified on the shift change form. Pay back must occur within the same scheduled week or the person owing will incur a loss of Free Day or loss of pay.
- (c) When a part-time employee switches shifts with another part-time employee, the pay back date must be specified on the shift change form. Pay back must occur within the same scheduled week or the person owing will incur a loss of Free Day or loss of pay.
- (d) When a part-time employee switches shifts with a seasonal temporary employee, the pay back date must be specified on the shift change form. Pay back must occur within the same scheduled week or the person owing will incur a loss of Free Day or loss of pay.
- (e) Approval of shift changes will not be unreasonably withheld.

10.2 The Plaza Superintendent or his designee shall be notified of all shift changes by means of a shift change form to be submitted prior to the switch. 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 April³⁰th 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 the employee has been dealt with contrary to its terms or that the employee has been unjustly disciplined, the employee shall not have a grievance unless and until the employee has first discussed the matter with his immediate supervisor, namely, the Operations Superintendent or the Plaza Superintendent. 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 Operations Superintendent or Plaza Superintendent in charge of his shift, and at such time, the employee may be accompanied by the appropriate Steward. The Operations Superintendent or Plaza Superintendent 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 Operations Superintendent, or Facilities and Operations 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 Operations Superintendent or Facilities and Operations 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 Operations Superintendent or Facilities and Operations 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 460 Parkdale Avenue North, Hamilton, Ontario, L8H 5Y2 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 his 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 his 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, the employee 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 employee's 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 and part-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 meet 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 and part-time employees. Should a death occur in an employee's immediate family, the employee shall be entitled up to three (3) consecutive days off without loss of pay. These three days shall consist of the funeral day and two other consecutive days. Should such death occur during the employee's regular days off, or during his annual vacation, or other time when the employee 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) step children;
- (l) step parents;
- (m) daughter in law and son in law;
- (n) 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, the employee 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 the employee has completed his regularly scheduled shift, the employee shall be paid a minimum of four (4) hours pay at his regular hourly rate or the employee 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.

When an employee is required to start work more than two and one-half (2-1/2) hours prior to his regular starting time, the employee shall be paid a minimum of four (4) hours pay at his regular hourly rate or the employee shall be paid at time and one-half his regular straight time rate for all time actually worked, whichever is the greater of the two.

Where an employee is required to start work less than two and one-half hours prior to his regular starting time, the employee shall be paid time and one-half his regular rate for time worked prior to the start of his regular shift.

ARTICLE XVIII
OVERTIME AND SCHEDULING

18.1 The regular work week for full-time employees consists of five (5) days of eight (8) hours, totaling 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 the Operations Superintendent determines that it is necessary to cover the shift by overtime, and subject to the terms and conditions set out in Article 28.1. If no full-time Toll

employee is available, the shift may 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 if the part-time Toll employee or eligible part-time 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 Operations Superintendent or Plaza Superintendent determines that it is necessary to cover the shift by overtime. If the Operations Superintendent or Plaza Superintendent 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, (i) to receive four (4) hours regular pay and to bank eight (8) hours as Compensatory Time Off; or (ii) to bank all of the equivalent time as Compensatory Time Off in accordance with Article 18.5.2.

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 Operations Superintendent or Plaza superintendent, 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 may be granted compensatory time off in less than eight (8) hour units, provided that the said employee's request is approved by the Operations Superintendent or designate.
- (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) No employee can accumulate more than forty (40) hours of Compensatory Time Off.
- (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 employee's 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 employee's 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 complaint 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 Operations Department employees shall receive three (3) fifteen (15)minute breaks and a thirty (30)minute lunch in an eight (8)hour shift.

19.2 An employee working over ten (10) consecutive hours other than on a shift switch will receive a meal allowance of eleven dollars and fifty cents (\$11.50). The meal allowance will be paid bi-weekly in the employees' paycheck.

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 additional seven (7) days shall be included in the first pay after December 1st for all full-time employees, who have been actively at work and on the payroll as full-time employees for a period of ten (10) months or more.

20.1.3 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 for eight (8) hour at his regular hourly rate of pay provided the employee 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 the employee 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, the employee 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, the employee shall not lose his pay for the said holiday if the employee 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, the employee 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, the employee will be paid in addition to his vacation pay and in lieu of the holiday for eight (8) hour at his regular hourly rate of pay, or equal time off.

ARTICLE XXI VACATIONS

21.1(a) 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 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

21.1(b) Vacation for employees hired after November 1, 1996:

One year service	Two weeks
After five years	Three weeks
After fifteen years	Four weeks
After twenty years	Five weeks

21.2(a)

- (i) From the week following the first day of summer (June 21st) to the last full week of August preceding Labour Day, the vacation roster must be completely filled, The vacation roster will be defined as a minimum of eight (8) and a maximum of nine (9) employees from the Toll Department who will be

allowed to be on vacation per week. During this period, there must be a combined total four (4) Toll Captains and Acting Toll Captains available to work per vacation week

(ii) From the week following the first day of summer (June 21st) to the last full week of August preceding Labour Day, no employee will be allowed to use more than five (5) free days without a doctor's note.

Toll employees will not be allowed to cash in vacation weeks during his time period.

(iii) From the week following the first day of summer (June 21st) to the last full week of August preceding Labour Day, the vacation selection procedure will be based upon classification seniority as follows:

(a) Toll Captains must choose four (4) weeks in the summer

(b) Acting Toll Captains must choose four (4) weeks in the summer

(c) Toll Collectors must choose four (4) weeks in the summer

(d) Traffic Directors must choose four (4) weeks in the summer, or his maximum vacation allotment.

The remainder of the vacation roster must be filled by starting with the most senior employee.

21.2(b) During the two weeks at Christmas and New Years; the one week of Spring Break; and the period starting with the third (3rd) week in May and ending with the week of and including June 21st (all to be defined each year), three (3) members of the Toll Department may take vacation at any one time.

"Revolving Wheel for Christmas and New Years Vacation" as follows:

For the purposes of scheduling vacation time for both the Christmas and New Years time periods, for those employees who have remaining vacation time, the Commission agrees to utilize a Revolving Wheel System consisting of a separate Revolving Wheel for the Christmas and New Year holiday week.

By seniority, the Commission will offer three (3) employees the opportunity to schedule vacation time over both the Christmas and New Years time periods. This process will be repeated annually starting from the next most senior employee from the last rotation.

For employees choosing not to exercise his right to vacation time, it will be considered as time offered and therefore foregoing his rights until such time as the rotation return to them.

It is agreed that employees choosing to schedule vacation during this time must utilize it unless for a bona fide medical reason.

Such schedule will be posted in accordance with the Collective Agreement.

Note: For the Maintenance Department, the schedule will be posted by bridge location.

21.2(c) In the Toll Department in the period other than those outlined in 21.2(a) and (b) not more than two (2) employees may take vacation at any one time (The Toll Captains, Acting Toll Captains, Traffic Directors and Toll Collectors will be grouped together). Vacation picks will be based on company seniority.

21.3 Subject to the conditions within his article, all vacations for Toll Department personnel shall be selected by seniority.

21.4 In the Maintenance Department, a maximum of three (3) bargaining unit employees from Rainbow and Whirlpool and three (3) at Lewiston-Queenston may be away on vacation at any one time. Subject to the conditions herein, Maintenance Department employees may select his vacation entitlement by seniority.

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. 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.

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 his regular hourly rate of pay while in attendance at the meeting. Call-in pay and over-time will not apply to his 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 hired before November 1, 1996.

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 for less than twelve (12) months, one (1) day of every full month worked prior to November 1st, will make up this 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.

For employees hired full-time after November 1, 1996, the Commission agrees to credit all full-time employees who have been employed twelve (12) months full-time to any November 1st, five (5) Free Days to be used in the succeeding year. For employees who have been employed full-time for less than twelve (12) months, three and one-third hours (3-1/3 hours) will be credited for every full month employed prior to November 1st and this will make up his/her 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 block 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 full-time and part-time employees 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 For seniority employees, the Commission will continue to supply uniforms and rainwear and clean same on the following basis:

Toll Department

- For each contract year the Commission will credit each seniority employee with a \$350.00 clothing allowance.
- Any clothing deemed by the Commission to be unacceptable in appearance (i.e., torn or unpresentable) will be immediately replaced and the clothing cost will be deducted from the clothing allowance.
- The Commission will provide the first three season jacket to any new full-time or part-time employee as well as additional \$200.00 clothing allotment as a start-up kit. The start-up kit will be provided to such employees at the time of hire. In addition such employees will be provided with the yearly \$350.00 clothing allowance upon completion of his probationary period.

The Commission will pay for cleaning those items of clothing (uniform) which are required to be dry cleaned (as indicated by manufacturer of garment).

Maintenance Department

- For each contract year the Commission will credit each seniority employee with a \$350.00 clothing allowance.
- Any clothing deemed by the Commission to be unacceptable in appearance (i.e., torn or unpresentable) will be immediately replaced and the clothing cost will be deducted from the clothing allowance.
- e The Commission will provide a jacket to any new full-time or part-time maintenance department employee as well as additional \$200.00 clothing allotment as a start-up kit. The start-up kit will be provided to such employees at the time of hire. In addition such employees will be provided with the yearly \$350.00

clothing allowance upon completion of his probationary period.

29.2 For each contract year, the Commission will subsidize an employee of the Maintenance Department to a maximum of one hundred and fifty dollars (\$150.00) towards the cost(s) of the purchase of one (1) pair of leather safety shoes, as approved by the Facilities and Operations Manager, for his personal use during his regular working hours.

A new full-time or part-time employee will receive the above noted subsidy upon completion of his probationary period.

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" applies 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 forty-eight (48) months commencing on the 1st day of November 2006 and ending on the 31st day of October 2010. 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:

a) **Full-Time and Part-Time Employees Hired Before November 1st, 1996.**

Job Classifications	Effective 11/1/2006	Effective 11/1/2007	Effective 11/1/2008	Effective 11/1/2009
Toll Captain	\$26.37	\$26.94	\$27.53	\$28.13
Toll Collector (full-time)	\$24.44	\$25.01	\$25.60	\$26.20
Traffic Director (full-time)	\$23.45	\$24.02	\$24.61	\$25.21
Maintenance (full-time)	\$24.44	\$25.01	\$25.60	\$26.20
Janitor-Handyperson (full-time)	\$23.05	\$24.02	\$24.61	\$25.21
Part-time Employee	\$16.08	\$16.65	\$17.24	\$17.84

b) **Full-time and Part-Time Employees Hired After November 1st, 1996.**

Job Classifications	Effective 11/1/2006	Effective 11/1/2007	Effective 11/1/2008	Effective 11/1/2009
Toll Captain	\$20.12	\$20.94	\$21.78	\$22.63
Toll Collector	\$18.26	\$19.08	\$19.92	\$20.77
Traffic Director	\$17.23	\$18.05	\$18.89	\$19.74
Maintenance	\$20.12	\$20.94	\$21.78	\$22.63
Janitor- Handyperson	\$17.23	\$18.05	\$18.89	\$19.74
Part-time Employee	\$16.08	\$16.65	\$17.24	\$17.84

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, the employee shall be paid the higher of the two rates during such temporary assignment.

A.3 Janitor-Handypersons will be paid the Maintenance Technician's rate when assigned by the Plaza Superintendent to perform electrical, plumbing, carpentry, welding duties and snowplowing 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 "D" "Z" license will be grandfathered and will not be required to obtain said license.

A.4(A) An employee who enters the twelve(12) month probation period for Maintenance Technician shall be paid no less than \$.50 per hour above his/her current rate of pay.

A.4 (B) An employee who enters the six (6) month probation period for Janitor-Handyperson shall be paid the full time rate for the position within his/her schedule (A or B).

A.4 (C) Any employee applying for a position at a lower rate of pay than his current position, the employee will be paid the current rate for that position during the probationary period.

A.5 There shall be no pyramiding of overtime pay

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

A full-time or part-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.

A.9 The Commission agrees to pay up to \$100.00 towards the cost incurred by

a) new full-time and part-time employees who are directed by the Commission and who obtain a DZ license; and

b) existing employees who are required to renew his DZ license.

SCHEDULE "B" - CANADA

For coverages in Section B of the contract that contain single and family option the following shall apply:

When two employees who are eligible for single coverage marry they have the option to remain in single coverage or elect one family coverage. They would remain in this coverage until they elect to change. An employee covered under a separate agreement will be grand fathered.

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 Retirement Plan Provider.

(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 and part-time employee.

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

Those covered full-time employees who retire on the normal retirement date or who retire early in accordance with the Commission's Pension Plan, at any time after November 1, 2006, will receive life insurance coverage in the sum of \$10,000.00.

(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) 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. This benefit applies to both full-time and part-time employees.

(e) SICK BENEFITS PROGRAMS (SHORT-TERM & LONG-TERM DISABILITY BENEFITS FOR FULL-TIME EMPLOYEES HIRED BEFORE NOVEMBER 1, 1996):

The Commission agrees to continue to pay one hundred per cent 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.

(f) WEEKLY INDEMNITY SICKNESS BENEFIT FOR FULL-TIME AND ALL PART-TIME EMPLOYEES HIRED AFTER NOVEMBER 1, 1996

The Commission agrees to pay one hundred percent (100%) of the cost of a Weekly Indemnity Plan. The main provisions of the weekly indemnity plan shall include:

1. Payment from the first day you are hospitalized,
2. Payment from the fourth day for accidents.
3. Payment from the eighth day for sickness.
4. Benefit - fifty percent (50%) of your normal weekly earnings.
5. For a maximum of twenty-six (26) weeks.
6. 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, the employee shall be eligible for coverage.

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) and as governed by the Group Benefit Plan Contract. The Commission shall provide a prescription rider that employees will not be required to pay a co-pay or user fee if they obtain his prescription drugs from Hy and Zels Pharmacy. Should they go elsewhere, the Commission agrees to pay the first eight (8) dollars of the dispensing fee.

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 provide for full time employees, a non-deductible Dental Plan utilizing the current Dental Association Schedule of Fees providing 100% coverage for basic preventative and minor restorative coverage as governed by the Group Benefit Plan Contract.

Orthodontic coverage as follows:

- i) payment of 50% of reasonable and customary charges to a lifetime maximum of one thousand dollars (\$1,000.00) for each eligible family member;
- ii) coverage for children up to twenty-five (25) years of age.

Effective November 1, 2007, the above noted dental plan provisions shall apply to part-time employees.

Effective November 1, 2007, full time employees only to receive Caps and Crowns coverage at 50% of the dental fee schedule to a maximum of \$1,500.00 per calendar year.

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 a total of Three Hundred and Fifty Dollars (\$350.00) every two (2) years

for eye glasses and eye examinations, consistent with the rules and regulations of the Carrier.

Effective February 1, 2007 the above noted eye care plan coverage shall apply to part-time employees.

B.6 RETIREMENT HEALTH BENEFITS:

A full-time employee with twenty (20) or more years of service retiring at age fifty (50) 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. There will be one plan for both employees and retirees. Both full-time employees and retirees will share in plan changes as negotiated between the Union and the Commission. The commission will pay up to \$180/\$360 single/family towards Out of Country Coverage in any one calendar year. The *retired* 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 retired employee and shall continue ~~for~~ eligible dependents until the second anniversary of the retired employee's 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.

Employees hired as full-time employees after November 1, 2006 shall not be eligible for Retirement Health Benefits.

B.7 The retirement date for all employees will be the last work day of the month in which an employee attains the age of sixty-five (65) years”.

In witness whereof the Parties have executed this Agreement this _____ day of _____, 2002, at Niagara Falls, Ontario, between:

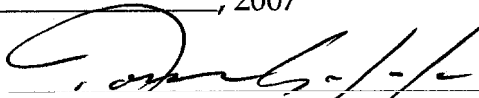
NIAGARA FALLS
BRIDGE COMMISSION

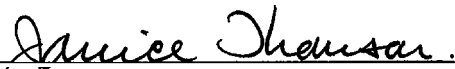
TEAMSTERS LOCAL
UNION #879

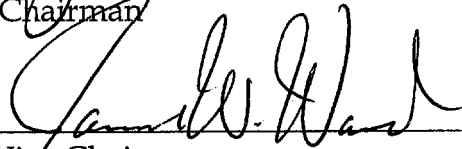
Frank Angeletti
Mark Decker
Dalton Summerson
Victor Montalbo
Donna Alexander

John McCann
William Chase
Cathy Sage
Fred O'Donoghue
Keith Evans

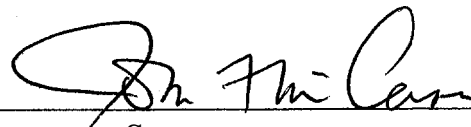
On behalf of the Niagara Falls Bridge Commission. This _____ day of _____, 2007

by: 
Tom Garlock, General Manager

by: 
Chairman

by: 
Vice-Chairman

TEAMSTERS LOCAL UNION No. 879

by: 
Secretary

by: 
President

LETTER OF UNDERSTANDING # 1

The Commission agrees to provide sunscreen lotion to traffic directors, to be used in the performance of his duties.

LETTER OF UNDERSTANDING # 2

The following three (3) special category Janitor-Handypersons shall be grandfathered and classified as schedule "a" employees and as such shall be eligible for the wages and benefits provided to Schedule "a" employees:

- Paul Matz
- Darryl Detenbeck
- Vince Fortuna

LETTER OF UNDERSTANDING # 3

The parties agree to meet within three (3) months from the date of ratification of this Collective Agreement to discuss Toll Department scheduling.

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 cooperative working environment.

Committing any of the following violations may 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.

2.2 **BRIDGE COMMISSION EMPLOYEES WILL:**

(a) Report to work well groomed, on time and ready to perform his work schedule or work assignment. Male employees will report to 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 traveling 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 vehicle to your immediate supervisor.

2.3 CHANGING OF SHIFTS

Employees will be allowed to change shifts within his 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 his illness at least one and one-half hours prior to the start of his 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 his duties.

(b) Maintenance Department

Two (2) fifteen (15) minute coffee breaks will be permitted during an eight (8) 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 timecards or time records of any employee, including his or her own.
 - (5) The commission of an assault or 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 employee.
 - (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 traveling 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 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 license.
 - (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 sick leave will not be allowed to return to work until the employee 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 regular shift for an absence for any reason, including illness.
- (19) Carelessness with Commission funds.
- (20) Employee using Commission vehicles, equipment, tolls and devices without permission of a supervisor.
- (21) Careless or negligent damage to Commission or personal property equipment by employee.
- (21) Employee failure to operate all equipment, vehicles, appliances, devices and tools in a safe, normal, and prudent manner.
- (22) 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.
- (23) Employee swiping out other than at the designated end of scheduled shift without permission of a Supervisor.
- 24 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 his 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 Offense(s)

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.

TRAFFIC DIRECTORS AND TOLL PERSONNEL

3.1 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 traffic into the lanes on an even basis as possible.
- (e) Hitch-hiking on Commission property is strictly prohibited; the Toll Captain should ensure that this rule is enforced.

3.2 Toll Collectors

- (a) The Toll Collector is the first person with whom the traveling 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 traveling 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.