

COLLECTIVE AGREEMENT

BETWEEN

STRAIT CROSSING BRIDGE LIMITED

AND

THE PEI UNION OF PUBLIC SECTOR EMPLOYEES

JANUARY 1, 2021 – December 31, 2024

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PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, provide process for prompt settlement of grievances and establish and maintain satisfactory working conditions, hours of work, wages and benefits for those Employees covered by this Agreement.

ARTICLE 1 – INTERPRETATIONS AND DEFINITIONS

- 1.01 "Union" means the Prince Edward Island Union of Public Sector Employees.
- 1.02 "Days" means working days unless otherwise stipulated in this Agreement.
- 1.03 "Employer" means the Strait Crossing Bridge Limited.
- 1.04 "Employee" means a member of the bargaining unit who is employed by the Employer for remuneration and includes the following:
 - (a) "Continuing Employee" means a full-time employee who by virtue of his/her seniority rank in his/her seniority group works a regular schedule of hours and who has completed the probationary period.
 - (b) "On Call Employee" means an employee who is a member of the bargaining unit who is employed in operations to work on a day-to-day basis as required and who has completed the probationary period.
 - (c) "Probationary Employee" means an employee as outlined in Article 1.04 (a) and (b) who has not completed the probationary period.
- 1.05 "Party" means the Employer or the Union.
- 1.06 "Seniority" means length of continuous service from the date of hire.
- 1.07 "Continuous Service" is the period beginning on the date an employee is hired, or on any anniversary of that date and ending twelve (12) consecutive months later. Years of continuous service shall include periods of temporary layoff, approved leaves with and without pay (i.e. injury on duty leave, maternity and parental leave, vacation and personal leave).
- 1.08 "Steward" means a person selected by the employees of the Union local to act on behalf of those employees in respect to grievances.
- 1.09 "Continuing position" means a job which is recognized as an on-going part of the Employer's establishment.
- 1.10 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
 - (a) that is likely to cause offence or humiliation to any employee, or
 - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

1.11 Prohibited Grounds of Discrimination

“Discrimination” means unequal treatment of employees by reason of race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. Harassment is a form of discrimination. Harassment is behavior that demeans, humiliates, or embarrasses a person.

1.12 Definition of Grievance

"Grievance" means a written complaint by an employee or group of employees

- (a) arising out of a difference of opinion in respect of him/her or them, over the application, interpretation, administration, or alleged violation of this Agreement, or any statute or regulation that applies to the Employer, or
- (b) appealing a dismissal, demotion, suspension, written, oral reprimand, or a financial penalty, or
- (c) including any question as to whether a matter in this Agreement is arbitrable.

1.13 Use of Masculine and Singular Terms - Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.

1.14 “Complainant” means an employee who makes a complaint of harassment.

1.15 “Respondent” means an employee about whom a complaint of harassment is made.

1.16 “Workplace” includes the actual work site, work related meetings, lunchrooms or cafeterias, company vehicles, training sessions, conferences, business travel, work-related social gatherings or other locations where an employee is engaged in activity associated with employment.

1.17 “Layoff” for the purpose of this agreement means:

- (a) a permanent reduction in the workforce due to
 - i. a position abolishment, or
 - ii. a lack of work, or
 - iii. a reduction in hours of work.
- (b) a temporary reduction in the workforce due to
 - i. a lack of work, or
 - ii. a reduction in hours of work.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the bargaining agent for a unit comprising of all employees engaged in the operation and maintenance of the Confederation Bridge, excluding the **General Manager, Director of Engineering and Maintenance, Maintenance Superintendent, Bridge Engineering Technician, Toll/Traffic**

Supervisor, Director of Administration, Executive Assistant, Manager Information Services, Assistant Manager Information Services, Information Systems Technician, Controller (accounting), Financial Analyst, Accounting Technician, Accounting Clerk and Client Services Specialist

- (b) The Employer recognizes the Union as the sole and exclusive bargaining agent as authorized by order No: 8618-U issued on March 16, 2004 by the Canada Industrial Relations Board.

2.02 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

2.03 Work of Bargaining Unit

No employees who are excluded from the bargaining unit shall be permitted to perform work of the employees in the bargaining unit on any such job to such an extent as to result in a reduction in regular daily or weekly hours and/or a layoff of bargaining unit employees or to prevent their recall from layoff.

ARTICLE 3 – UNION SECURITY

- 3.01 It shall be a condition of employment for all recognized Employees as defined in Article 1.04 hereof to become a member of the Union within seven (7) days of being hired and to be a member and maintain membership in good standing in the Union at all times.
- 3.02 The Employer agrees to deduct, on a bi-weekly basis, from “the gross bi-weekly” wages of each employee coming under the terms and conditions of this Agreement, the amount of the Union dues (including any initiation fees) as stated to the Employer in writing from the Union and to send the monies so deducted to the Union. Union dues shall be per month. Increases in Union dues may be designated by the Union and the Employer shall be advised of any such increases in writing from the Union at least fifteen (15) days prior to the effective date of the increase.
- 3.03 The amounts so deducted shall be remitted by the Employer to the Union at the Union's address on file, within fifteen (15) days of the month following the month in which the deductions are made, together with a list of all employees on whose behalf such deductions have been made.
- 3.04 A Union Representative shall, after notifying the General Manager, be allowed to visit the Employer's premises for the purposes of conducting Union business, provided any such visit shall not disrupt the normal work routine or operation.
- 3.05 Union Stewards will be recognized by the Employer on the job. They shall be a working Steward. The Union will notify the Employer in writing of the names of the Union Stewards. The Union will identify the primary stewards, one for maintenance and one for operations within sixty (60) days of the beginning of the calendar year.
- 3.06 If it is necessary for the Union Steward to leave his or her work for any proper Union business, he/she must first obtain permission from his/her Supervisor. Considering the circumstances

existing at the time, such permission will not be unreasonably withheld. The Union Steward shall assist the Employer and the Union members in carrying out the provisions of this Agreement.

- 3.07 The Employer will notify the Union, in writing, upon any termination of employment of the Union Steward. The Union Steward shall not be discriminated against and will, at all times, be given preference of continued employment, provided there is work available for which he/she is qualified.
- 3.08 It will be the duty of the Union Steward to protect the interest of the employees and the Union and to assist in the processing of grievances. The Employer shall provide a copy of any written correspondence between the Employer and the Union to the Union Steward for maintenance or to the Union Steward for other operations, as the case may be. Under no circumstances shall the Union Steward make any arrangements with the Employer or any Employer Representative that will change or conflict in any way with any section or article of this Agreement.
- 3.09 One (1) member of the Union, duly authorized in writing by the Union, will be granted a leave of absence with pay to attend Labour Conventions, Congresses or other authorized Union business for a reasonable period of time. The request for such leave of absence will be forwarded to the Employer by the Union at least one (1) month prior to the commencement of the leave. The Employer shall bill the Union for these wages and be reimbursed for same. The Employer shall not charge an administrative fee for this reimbursement. A labour burden will be included in the cost billed to the Union.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 There shall be no strike, including a cessation of work or a refusal to work, by employees during the life of this Agreement.
- 4.02 There shall be no lockout of employees during the life of the Agreement.
- 4.03 Where the Parties enter in negotiations and conciliation for a new Collective Agreement in accordance with Part I of the Canada Labour Code and fail to reach a settlement, the Parties shall make a written request to the Minister responsible for the Canada Labour Code to appoint an Arbitrator to effect a final and binding settlement through Interest Arbitration on all outstanding issues in dispute. This provision shall apply to the next round of Collective Bargaining between the Parties.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except as explicitly provided for by the terms of this Agreement, the Union recognizes and acknowledges that it is the exclusive function and responsibility of the Employer to manage its operations and to direct its working forces which without limiting the generality of the foregoing include the following:
- (a) to hire, promote, transfer, assign, retain employees, and to establish positions,
 - (b) to suspend, demote, discharge, or take other proper disciplinary action,
 - (c) to lay off employees from duties because of lack of work or other reasons,

- (d) to maintain the efficiency of operations, and to make rules and regulations to be observed by employees,
- (e) to determine the methods, means and personnel by which such operations are to be conducted,
- (f) to evaluate jobs which includes content, quality and quality standards, classify positions, specify the employees' duties,
- (g) to take whatever action may be necessary to carry on operations in situations of emergency,
- (h) to assess skills and ability to do the job,
- (i) to assess job performance, skills, and ability.

5.02 The Employer shall post in the workplace via the Intranet the Employer policy and procedures.

- 5.03 (a) The Employer may, at its discretion, provide training assistance, facilities and instruction for or in conjunction with any post-secondary educational institution to any students of such postsecondary educational institution. Notwithstanding this provision, students may be employed on a casual basis, provided no employees covered by this Agreement are available for work. Any student hired shall be paid wages at such rate as the Employer may in its discretion determine; provided that any student hired for a summer employment term shall be returning to a post-secondary educational institution following the summer employment period, between May 1 and Labour Day in any given year. Any student employed outside of this period will only be with the consent of the Union.
- (b) Summer students are not entitled to overtime work in a seniority group unless all available employees working in the seniority group covered by this Agreement, in the seniority group where such overtime is available, decline such.

ARTICLE 6 - SUBCONTRACTING

6.01 The Employer may at its discretion subcontract work under its contract for the operation and maintenance of the Confederation Bridge.

ARTICLE 7 - WAGES

7.01 On January 1st each year the Employer agrees to pay wages to employees according to classifications of wage rates set forth in the attached Wage Classifications.

The wage rates in Schedule "A" will increase on January 1, **2021, 2022, 2023 and 2024** by the amount equal to the greater of:

- (a) The calculation as determined under Article 7.03 or
- (b) 1.5%

- 7.02 Wages earned by an employee shall be paid bi-weekly in arrears, by direct deposit via electronic bank transfer to such participating banking or financial institution as each employee shall direct the Employer in writing. Each employee shall receive bi-weekly a statement identifying the employee and setting out the number of regular hours worked, overtime hours, amount of vacation and holiday earned, and other deductions authorized hereunder or by law.
- 7.03 In each year, the wage rate increase will be calculated on the basis of the September increase of the “All items Consumer Price Index for **Canada or Prince Edward Island (whichever is greater)** (not seasonally adjusted)” published by Statistics Canada, compared to the same September one year earlier. The 2002 index shall be used.

i.e.	Compared to	Percentage Adjustment
September 1, 2011 – 123.7	September 1, 2012 – 126.2	January 1, 2013 – 2.0

ARTICLE 8 – CALLBACK

- 8.01 Callback is a condition of employment whereby an employee, after completing a work period and leaving the place of work and prior to reporting for his/her regular scheduled work period, is called back to work and returns to work for a period of noncontiguous overtime.
- 8.02 Employees who are called back to work and report to work will be paid a minimum of three (3) hours regular pay per call or at the overtime rate, whichever is greater. It is understood that employees are not required to remain at work should a call be completed prior to the three (3) hour minimum per call.
- 8.03 An employee who is called back and reports to work shall receive a transportation allowance, except where the Employer provides transportation, as follows:
- (a) when the employee travels by means of his/her own vehicle, the authorized travel allowance shall be **Canada Revenue Agency kilometer rate**, or
 - (b) with prior approval, out-of-pocket expenses for other means of commercial transportation as documented by receipt.

ARTICLE 9 –HOURS OF WORK

- 9.01 Subject to any applicable law or regulation, the regular work schedule shall be based on forty (40) hours per week, eight (8) hours per day, and any variation thereof shall be subject to mutual agreement and be in compliance with the *Canada Labour Code*. If the meal period is taken at a location other than the employee's place of work, the employee will notify the Bridge Control Centre of his/her location in the event of an emergency occasion arising. If the Employer requires or requests any employee to work during their unpaid meal period so that the meal is not or cannot be taken, such work during the meal period shall be paid at the employee's overtime wage rate. If employees are not able to take their unpaid meal break within two (2) hours of the normal meal period due to operational demands, they shall be paid at the employee's overtime wage rate for the said unpaid meal period.
- (a) For maintenance employees working eight (8) hour days, the regular daily hours of work in each day shall be eight (8) excluding a meal period. The regular weekly hours of work shall be forty (40). The designated meal period shall not be less than thirty (30) minutes each

shift and shall be scheduled as close as possible to the middle of the shift. Each employee shall receive two (2) ten (10) minute rest periods or one (1) twenty (20) minute rest period on each eight (8) hour shift.

i. Modified Work Schedule – Maintenance Department – 10 hour shifts

Operational requirements permitting, the parties agree that a modified work schedule may be implemented during the period April 15th to September 15th each year. Maintenance staff shall work scheduled shifts of ten (10) hours per day for four (4) consecutive days, Monday to Thursday, followed by three (3) scheduled days off, Friday to Sunday. Designated meal breaks shall be scheduled as close as possible to the middle of the shift. During these periods, time in lieu will be accumulated in accordance with Article 9.02.

The following changes to compensation or benefits will be in effect for the duration of the modified work schedule:

1. Statutory holidays will be paid at ten (10) hours per day.
2. Meal period will be for thirty-three (33) minutes instead of thirty (30) minutes.
3. Overtime is payable after ten (10) hours in a day and forty (40) hours in a week.
4. Article 9.07 applies.

ii. Modified Work Schedule – Maintenance Department – 12 hour shifts

The parties agree that operational requirements permitting, a modified work schedule may be implemented during the period November 1st to April 30th for the aforementioned employees in an ongoing basis unless either party wished to terminate the same. Any amendments to this modified work schedule shall be made through mutual agreement. In the event the modified work schedule is terminated by either party, then the employee shall be subject to the hours of work as outlined in Article 9.01(a).

The parties agree the work schedule shall be for a continuous operation, seven (7) days per week, twenty-four (24) hours per day working twelve (12) hour shifts, the regular daily hours of work in each shift shall be eleven point four (11.4) hours excluding a meal period. The designated meal period shall not be less than thirty-six (36) minutes each shift. Designated meal breaks shall be scheduled as close as possible to the middle of the shift. Each employee shall receive two (2) fifteen (15) minute rest periods on each twelve (12) hour shift.

The hours of work will be eleven point four (11.4) hours per shift, four (4) shifts on followed by four (4) days of rest on a rotating schedule. Overtime is payable for hours worked in excess of the eleven point four (11.4) daily hours or for shifts assigned beyond the regular workweek for continuing employees. Article 9.07 applies.

- (b) For operations employees the work schedule shall be for a continuous operation, seven (7) days per week, twenty-four (24) hours per day working eight (8) hour shifts, the regular daily hours of work in each shift shall be eight (8) excluding a meal period. The regular weekly hours of work shall be forty (40). The designated meal period shall be not less than thirty (30) minutes each shift and shall be scheduled as close as possible to the middle of

the shift. Each employee shall receive two (2) ten (10) minute rest periods or one (1) twenty (20) minute rest period on each eight (8) hour shift.

i. Modified Work Schedule for Toll, Patrol and Control

The parties agree that the following modified work schedule be implemented for the aforementioned employees in an ongoing basis unless either party wished to terminate the same. Any amendments to this modified work schedule shall be made through mutual agreement. In the event the modified work schedule is terminated by either party, then the employee shall be subject to the hours of work as outlined in Article 9.01(b).

The parties agree the work schedule shall be for a continuous operation, seven (7) days per week, twenty-four (24) hours per day working twelve (12) hour shifts, the regular daily hours of work in each shift shall be eleven point four (11.4) hours excluding a meal period. The designated meal period shall not be less than thirty-six (36) minutes each shift. Designated meal breaks shall be scheduled as close as possible to the middle of the shift. Each employee shall receive two (2) fifteen (15) minute rest periods on each twelve (12) hour shift.

The hours of work will be eleven point four (11.4) hours per shift, four (4) shifts on followed by four (4) days of rest on a rotating schedule. Article 9.07 applies.

- (c) Effective January 1, 2006, in a situation where a maintenance employee is assigned to work inside the bridge or on a platform suspended off the bridge and is unable to leave his position for a thirty (30) minute meal break the employees hours of work shall include a thirty (30) minute paid meal break. Payment for the aforementioned meal break shall be made to each employee and shall, upon logging such work, automatically be paid for their thirty (30) minute meal break.

- 9.02 Subject to any applicable law or regulation, any employee who is assigned extra work and works hours in excess of the maximum standard hours per shift, or who works on the employee's scheduled day off or overtime worked on a designated holiday, shall be paid at the overtime wage rate or shall be entitled upon request to time off in lieu equivalent to the overtime rate; provided that if any employee decides to take time off in lieu of payment for overtime, the employee's time off in lieu shall be taken only at such time as mutually agreed. Lieu time accumulated in one (1) calendar year will be taken by December 31 of the following year or be paid to the employee at the employee's regular rate of pay when the lieu time was accumulated. Where the Employer extends an employee's regular scheduled shift, each employee shall be provided as much advance notice as possible. The Employer will provide privacy and access to a telephone or cell phone to facilitate communications with one's family. In the event overtime occurs over the supper period, a paid meal shall be provided by the Employer for each employee required to work.
- 9.03 The maximum hours of work for an employee in any day or week may be exceeded, subject to the terms of the agreement, to such extent as may be necessary to prevent serious interference with the ordinary working and operations of the Confederation Bridge if there is any:

- (a) accident to persons, machinery, equipment, or bridge facilities; or

- (b) urgent and essential work to be done to machinery, equipment or bridge facilities; or
- (c) other unforeseen or unpreventable circumstances.

9.04 Nothing in this Agreement shall be construed to be a guarantee to provide an employee with any work or hours of work.

- (a) The *Canada Labour Code* applies with respect to hours worked for employees in connection with the operation of the Confederation Bridge.

9.05 All overtime shall be paid at the regular wage rate only, times one point five (x 1.5), and there shall be no overtime rate applicable to vacations, holidays, group benefits or pensions.

9.06 Definition of Overtime

All overtime must be authorized by the Employer. The Employer intends to allocate work where possible in a manner that minimizes the occurrence of overtime work.

- (a) All time worked by an employee before or after the regular daily hours of work or in excess of the weekly hours of work shall be considered overtime.

- (b) Notwithstanding Article 9.06 (a),

- i. an operations on call employee, who has agreed to work a eight (8) hour shift or an eleven point four (11.4) hour shift and who works in excess of the agreed hours, or in excess of the weekly hours shall be compensated at the applicable overtime rate for the excess hours.
- ii. a maintenance on call employee who works in excess of eight (8) hours daily or forty (40) hours in a pay period shall be compensated at the applicable overtime rate for excess hours.

9.07 Overtime must be authorized by the Employer or the Employer's delegate. Overtime, other than overtime assigned as an extension of the regular day's work or as the continuation of an overtime assignment, shall be offered to the employee holding the most seniority in a seniority group provided the employee has had at least ten (10) hours rest since the last shift the employee worked.

Any overtime occurring due to maintenance snow removal will be offered to the individuals on the snow removal schedule first. If not filled by those on the schedule, then proceed to Maintenance Seniority Group.

9.08 Employees may initiate and make prior arrangements to exchange a shift with another employee subject to the approval of the Supervisor in charge of the shift. In no case whatsoever shall any such arrangement result in the payment of overtime. An employee who swaps any shift shall be paid only for the actual number of hours worked during the applicable pay period, regardless of when the shift swap is completed.

9.09 Posting Shift Schedules

Shift schedules shall be posted in the appropriate work unit at least two (2) weeks in advance.

9.10 Shift Differential

Effective **January 2021**, employees working while on an evening/night shift commencing 1800 – 0700 and on weekends from 1800 on Friday to 0700 on Monday shall receive a shift differential of **\$3.00** per hour. Overtime shall not be calculated on the shift differential. Shift differential will not be paid for absence from duty such as vacation, holidays, personal days, etc. **Shift Differential will increase to \$3.25 on January 2022, \$3.50 on January 2023 and \$3.75 on January 2024.**

9.11 Payment of Shift Differential

Shift differential shall be paid bi-weekly.

ARTICLE 10 - HEALTH AND SAFETY

10.01 The Employer shall take all reasonable precautions to protect the health and maintain the safety of all employees during work hours. Employees shall comply with all safety rules provided in the *Canada Labour Code*, and as may be established by the Employer from time to time.

10.02 Notwithstanding Article 10.03, a Health and Safety Committee shall be established in accordance with the *Canada Labour Code* Part II Occupational Health and Safety – Section 135. An employee who believes that their Health and Safety is compromised, in violation of Article 10.01, shall present their concern to the Workplace Occupational Health and Safety Committee for resolution and action. When an employee, group of employees, or the Union is not satisfied that the provisions of Article 10.01 are being complied with following a review by the Workplace Occupational Health & Safety Committee, then the following shall apply:

- (a) the matter will be referred in writing to the General Manager who shall immediately investigate the complaint;
- (b) failing a satisfactory remedy within ten (10) days following such investigation, the matter may be referred to the Designated Representative in the grievance procedure;
- (c) if the decision rendered in Article 10.02(b) is not satisfactory, the matter may be referred to arbitration for a decision which is final and binding on the parties.

10.03 The Employer shall supply approved safety equipment as necessitated by applicable law or governmental authority having jurisdiction at no charge to the employee. Tools, safety equipment and other attire furnished by the Employer shall be the responsibility of the employee, subject to normal wear and tear, and shall be returned on termination of employment or for replacement. The Employer may, at its discretion, require and direct employees to wear uniforms or attire while at work.

10.04 All accidents and injuries shall be reported to the supervisor immediately after the occurrence, when physically possible.

- 10.05 All required safety equipment shall be used or worn at all times as a condition of employment.
- 10.06 An employee injured while performing work for the Employer shall not suffer wage loss or the day of the accident, if on medical advice they are sent home, to a hospital or for medical aid.
- 10.07 Safety items issued to, an employee and signed for on the appropriate form, must be returned to the Employer on termination. The replacement cost of non-personal safety items may be borne by the employee if not returned. Deductions for same will be made from the last pay due.
- 10.08

- (a) Effective January 1, 2021 a maintenance employee/patroller shall be reimbursed **\$350/year** for safety footwear by the Employer.
- (b) Effective January 1, 2021 an operations employee who is required by the Employer to wear safety footwear shall be reimbursed **\$175/year**. An employee may request to be reimbursed to a maximum of **\$350/year** if the employee agrees to forego the right to request reimbursement the subsequent year.
- (c) An employee on both seniority lists of maintenance and operations will only be entitled to claim one boot allowance per year.
- (d) **Any employee required by the employer to use their personal cell phone for work purposes will receive a yearly allowance of \$200.00 payable in December each year.**
- (e) **Any employee that pays for prescription safety glasses will be reimbursed up to \$275 every two (2) years.**

All items under this article will be treated as tax-exempt unless disallowed by the income tax regulations, both Federal and Provincial.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

11.01 Policy

The parties recognize the desirability of providing of an orderly system of resolving any complaints or disputes in order to provide a harmonious and cooperative relationship between the Employer and its employees. The termination of employment of a probationary employee during the probationary period following an evaluation shall be subject to the total discretion of the Employer and such termination shall not constitute discipline under Article 15 of this Agreement.

11.02 Designated Representative

The Employer shall designate a representative for the Grievance Procedure and advise the Union and all employees of the name and title of the Designated Representative.

11.03 Steward

The Union shall provide the Employer with written notice of the name of a Steward authorized to deal with grievances on behalf of employees.

11.04 Union Concurrence

Employees may pursue a grievance under this Article only with the approval of the Union.

11.05 Complaint/Grievance Settlement Process

Step 1

The parties to the Agreement recognize many complaints can be settled through informal discussion. For this reason, it is understood that if an employee has a complaint he/she shall discuss it with his/her immediate supervisor as soon as possible and in any case within seven (7) days from the date upon which the complaint occurred, or he/she became aware of it being a complaint. The immediate supervisor shall respond in writing to the complaint within seven (7) days of the discussion.

Step 2

Within seven (7) days of the supervisor's response to the complaint, the aggrieved employee shall, if the complaint has not been resolved to the satisfaction of the employee and the Union, meet with the General Manager, Supervisor and Union Steward to discuss his/her grievance. Within seven (7) days of such meeting the General Manager shall render his/her written decision on the grievance.

Step 3

Failing satisfactory settlement of the grievance being reached in Step 2, the Union may within ten (10) days of receipt of the decision referred to in Step 2, refer the grievance to Arbitration.

11.06 Union Representation

In any case where an employee presents his/her complaint in person or, in any case where a meeting is held on a complaint or grievance at any level, the employee may be accompanied by a Union Steward or a representative of the Union.

11.07 Time Limits

The time limits specified in this Article may be extended by mutual agreement in writing.

11.08 Communications

- (a) When it is necessary to use the postal service to process a grievance, all correspondence between the designated representative and the employee shall be by registered mail.

- (b) When a grievance is delivered by hand, it will be dated the date it was delivered as will be the reply.

11.09 Employer/Union Grievance

Where either party to this Agreement disputes the interpretation, application, administration, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, the matter shall be discussed initially with the other party within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration.

11.10 Sole Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement or hand delivered, indicating the name of its nominee as sole arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail indicating either that such nominee is acceptable or if not acceptable, the name and address of its nominee as sole arbitrator.

11.11 Failure to Appoint

If the party receiving the notice fails to accept the proposed arbitrator, or if the parties fail to agree upon a sole arbitrator, upon request of either party, the appointment shall be made by the Minister responsible for the *Canada Labour Code*.

11.12 Arbitration Procedure

The Arbitrator shall determine the arbitration procedures but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall avoid legalistic or formal procedures as much as possible. Unless otherwise arranged by the Arbitrator the hearing shall commence within ten (10) days of the Arbitrator's appointment and a decision will be rendered within ten (10) days of completion of the hearings.

11.13 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties. The Arbitrator shall not have the power to change or add to this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement, which one deems just and equitable.

11.14 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene the arbitration, whether in person or by way of written communication, to clarify the decision, which the Arbitrator shall do within five (5) days or as otherwise scheduled by the Arbitrator.

11.15 Expenses of the Arbitrator

Each party shall pay:

- (a) one-half (½) of the fees and expenses of the Arbitrator;
- (b) one-half (½) of the fees and expenses of such secretarial assistance as is deemed necessary by the Arbitrator;
- (c) one-half (½) of the expenses, if any, of accommodation required for the hearing.

11.16 Saturdays, Sundays and Statutory Holidays shall not be included in any time limits of this Article 11.

ARTICLE 12 – VACATIONS AND HOLIDAYS

12.01

- (a) During the period that this Agreement is in force, the following days shall be recognized and observed as Designated Holidays in connection with the continuous operation of the Confederation Bridge:

New Year's Day	Easter Monday
Good Friday	Canada Day
Victoria Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Islander Day
Labour Day	

- (b) Islander Day will be observed on the first Monday in August instead of being observed in February.
- (c) Any other day observed as a Provincial or National Holiday.

12.02 Working on a Holiday

- (a) For employees scheduled to work an eight (8) hour shift: Employees required to work on a Designated Holiday shall be paid for the hours worked on the Designated Holiday, plus overtime at the rate of one point five times (1 ½) the regular rate of pay for the hours worked. Employees not required to work on a Designated Holiday will be paid for eight (8) hours at their regular rate of pay. Such holiday pay shall be paid in arrears with the employee's regular wages for the pay period immediately following the Designated Holiday.
- (b) For employees scheduled to work a twelve (12) hour shift: Employees required to work on a Designated Holiday shall be paid eleven point four (11.4) hours regular hourly rate plus eleven point four (11.4) hours at one point five times (1 ½) the regularly rate of pay for the hours worked. Employees not required to work on a holiday will be paid eight (8) hours statutory holiday pay.

- (c) Continuing employees on a scheduled day off that get called into work on a designated holiday, they shall be paid the overtime rate of time and one half (1½) for the hours worked plus the overtime rate of time and one half (1½) for the Holiday hours worked.

12.03 Employees shall be entitled to vacation with pay at the employee's regular wage rate each year on the following basis:

- (a) Employees with less than **one (1)** year of continuous service earn vacation entitlement at the rate of point eight three (.83) days per month of service or portion thereof up to a maximum of **two (2)** weeks per year.
- (b) Employees with **one (1)** years of continuous service and less than **ten (10)** years of continuous service shall earn vacation entitlement at the rate of one and **one-forth (1¼)** days per month of service, or portion thereof up to a maximum of **three (3)** weeks per year
- (c) Employees with **ten (10)** years of continuous service and less than **twenty (20)** years continuous service shall earn vacation entitlement at the rate of one and two-thirds (1 ⅔) days per month of service or portion thereof up to a maximum of four **(4)** weeks per year
- (d) Employees with **twenty (20)** years of continuous service and less than **twenty five (25)** shall earn vacation entitlement at the rate of two and one-tenth (2 1/10) days per month of service or portion thereof up to a maximum of five (5) weeks per year
- (e) **Employees with 25 years of continuous service shall earn vacation entitlement at the rate of 2 and a half 2 ½ days per month of service or portion thereof up to a maximum of six (6) weeks per year**
- (f) For the purpose of Article 12.03 years of continuous service is the period beginning on the date an employee is hired, or on any anniversary of that date and ending twelve (12) consecutive months later.
- (g) Vacation days are eight (8) hours with pay. Notwithstanding the aforementioned, an employee on a modified work schedule may elect to have vacation paid at ten (10) or eleven point four (11.4) hours provided an employee records such request on a payroll approval vacation form in advance of vacation payment

12.04 An employee shall be granted vacation based on the number of years of continuous service employed to the maximum levels set forth in Articles 12.03. Each employee is expected to take his/her full vacation entitlement for each year worked, and any vacation entitlement must be taken during the twelve (12) months next following the period during which it was earned. Vacation entitlements shall not be carried forward beyond such twelve (12) months and shall be paid if not used.

- (a) Employees hired after December 31, 2003 will not be granted vacation days in the year they were earned.

- 12.05 Approval by the Employer of any vacation will be granted or denied as soon as possible after the employee has made his or her request. Request for vacation leave will be made according to the following:

less than 5 days – as soon as possible
5 days or more – one-week prior notice

Vacation leave shall be approved on a first submitted first approved basis. Where vacation requests are submitted on the same date in the same seniority group, the employee with the most seniority in such seniority group shall be awarded the vacation request. Where an employee has requested and will not be replaced or it does not generate an overtime occurrence for the Employer, vacation requests will not be unreasonably denied. Employees need to give seventy-two (72) hours' notice to cancel requested time off.

ARTICLE 13 – GROUP BENEFITS

- 13.01 The Employer will provide a Group Benefit Plan as described in the following insurance policies:

Provider	Policy #	Effective Date	Coverage
CHUBB	AB30088301	March 1, 2014	AD&D
LifeWorks *	3650	November 1, 2010	EFAP (Employee Family Assistance Program)
RBC	RBC00001341	March 1, 2019	LTD
SunLife	163587	November 1, 2010	Health, Dental, Life & Dependant Life

***Formerly known as Morneau Shepell**

For each employee, who has successfully completed the probationary period, in accordance with the appropriate eligibility requirements and terms of the SCBL Group Benefit Program and as amended from time to time. For employees hired prior to January 1, 2017, the cost of such benefits shall be paid by the Employer except for Long Term Care Disability Insurance, which will be at the employee's expense. Effective date of signing, all new employees and those on a 50/50 cost sharing plan with the company will move to 25% contribution paid by the employee and 75% by the employer except for LTD coverage which remains at 100% paid by employees.

- 13.02 Except as applicable under Article 34, any group benefits available to employees will discontinue upon an employee's retirement, termination from employment, or as may otherwise be stipulated in accordance with the appropriate eligibility requirements and terms of the SCBL Group Benefits Plan.
- 13.03 The Employer's obligation and responsibility in respect of any such group benefits provided to employees shall be only to remit to the insurer the Employer's and employee's contributions as defined in Article 13.01. The parties acknowledge and agree that if any third-party insurer rejects or denies an employee's claims for the benefit of any group policy, there shall be no recourse to the grievance and arbitration procedure set forth herein.

- 13.04 An employee on an approved leave of absence without pay, excluding maternity/parental, injury on duty and long-term disability, is eligible to maintain insurance coverage as provided in Article 13.01 where eligible under appropriate plans. It shall be the responsibility of the employee to make arrangements with the Employer to ensure the premiums are paid on the date the remittance is made to the insurance carrier. Where an employee elects to waive their right to continue insurance benefits in accordance with Article 13.01, on their return to employment, they may be subject to eligibility requirements and proof of insurability in order to reactivate insurance benefits.

ARTICLE 14 – PENSION

- 14.01 The Employer shall contribute to a fund for each employee who has successfully completed the probationary period in accordance with the terms of the Registered Retirement Savings Plan obtained by the Employer and maintained by a Trustee on behalf of the employees. The Employer's cost of such contributions to the Employee's Registered Retirement Savings Plan per employee shall amount to six **(6.25%)** percent of all wages paid at the regular rate including vacation, statutory holidays, personal days and special leave to any employee, including any employee who is "On Call". The employee's cost of such contributions to the Employee's Registered Retirement Savings Plan per employee shall amount to **six point two five percent (6.25%)** percent of all wages paid at the regular rate including vacation, statutory holidays, personal days and special leave to an employee, including any employee who is "On Call". **Amount will increase to 6.5% in January 2022, 6.75% January 2023 and 7% January 2024.**
- 14.02 Any pension benefits accumulated prior to retirement, resignation, death or termination for any other reason, to which an employee may be entitled, shall be earned, vested, paid out or otherwise dealt with as provided for in the terms of the Employee's Registered Retirement Savings Plan maintained by a Trustee on behalf of the employees.
- 14.03 The parties recognize the importance of employees maintaining contributions in the Registered Retirement Savings Plan; Registered Retired Savings Plan contributions are intended to remain invested until accessed for retirement and or termination purposes. However, such funds may be accessed by an approved legal process or as required by a statutory requirement. Otherwise, employees maintain their contributions in the Employer's Retirement Savings Plan.

ARTICLE 15 – LEAVES OF ABSENCE

- 15.01 Any leave of absence granted under this Article shall require prior approval of the Employer.
- 15.02 It is the responsibility of an employee to ensure that any leave of absence requested has been pre-authorized. In the case of an emergency situation, if prior authorization of the leave of absence is not possible, it is the responsibility of an employee to contact the employee's supervisor as early as practicable to inform the supervisor of the circumstances requiring the leave of absence; and upon being informed of the request for a leave of absence, such supervisor shall determine whether the leave is to be authorized or unauthorized, and whether the leave shall be paid or unpaid.

15.03 Bereavement

The Employer will grant paid bereavement leave to an employee,

- up to a maximum of five (5) days, upon the death of the employee's spouse (or common law spouse) or child (or stepchild), or parent,
- up to a maximum of three (3) days upon the death of the employee's **grandchild**, grandparent, brother, sister, parent-in-law or spouse of parent-in-law,
- and up to a maximum of one (1) day upon the death of the employee's brother-in-law or sister-in-law,
- and up to one (1) day upon the death of the employee's aunt, uncle, nephew, or niece for the purpose of attending the funeral.

Paid bereavement leave must be used at the time of the funeral and is in addition to any scheduled day or time off.

15.04 Jury Duty

An employee is entitled to a leave of absence with pay for any authorized jury duty or as a subpoenaed witness to a court of law dealing in a case other than that in which the employee is a party. Any employee required to report for jury duty or as a subpoenaed witness must notify the employee's supervisor as soon as possible and shall be required to produce evidence that the employee is required for jury duty or a copy of the subpoena as a witness. Upon return to work from such leave of absence, the employee must reimburse the Employer for the amount of court pay received, if any, and submit the jury or witness pay slip as verification.

15.05 Compassionate Leave

A leave of absence without pay will be granted to employees for up to eight (8) weeks of compassionate care leave to provide care and support to a gravely ill family member in accordance with the *Canada Labour Code* Part III Division VII. A certificate is required from a qualified medical practitioner, stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. At the conclusion of the leave the employee must be reinstated to their former position or be given a comparable position in the same location and with the same wages and benefits. During the leave the employee shall pay their share of pension, health, dental, life, AD&D and Disability, contributions and or premiums.

15.06 Disability Leave

- (a) Upon the expiry of injury on duty leave, Article 32/ **or Sick Employment Insurance Benefits**, an employee shall be provided disability leave for twelve (12) months without pay if the employee is unable to return to work or be accommodated under Article 29 **provided the leave is supported by a medical certification.**
- (b) A leave of absence granted under Article 15.06 (a) for disability shall be considered as a period of experience for salary increment purposes and as a period of employment with the Employer for the purposes of seniority and severance or retirement pay.

- (c) **Once timelines in Article 15.06 (a) have expired and the employee has not returned to work, they will no longer be considered an employee of Strait Crossing Bridge Limited.**

15.07 Personal Leave

An employee shall be granted a leave of absence without pay for a period of one (1) year at the discretion of the Employer.

- 15.08 In the event that an employee is granted a leave of absence, the Employer shall reinstate the employee at the end of the leave to the employee's same position. If the employee's position is non-existent, then the Employer shall reinstate the employee to a comparable position. The employee's salary shall not be less than that received at the time the leave was granted. If an employee following Injury on Duty leave and/or Disability leave is unable to return to work or be accommodated in accordance with Article 29 then the employee may be removed from their seniority group(s).

15.09 Union Leave

Leave of absence with pay shall be granted by the Employer to officers and members of the Union under the following conditions:

- (a) if a steward is required to investigate a complaint or a grievance on behalf of fellow employees; to make a complaint or grievance on one's own behalf or to act on behalf of the Union or another employee; or
- (b) if the employee as a member of a negotiating team on behalf of the Union attends negotiating meetings, providing that leave with pay under this sub-article shall be granted to not more than two (2) employees; or
- (c) if the employee is presenting a grievance before an arbitration board.

- 15.10 The Employer agrees to provide leave of absence with pay and the Union agrees to reimburse the Employer, where administratively possible within ten (10) days of receipt of the invoice, for the salaries and benefits of officers and members of the Union who are granted leave under the following circumstances:

- (a) if an employee is required to attend meetings concerning Union business other than those outlined in Article 15.09, or
- (b) if an employee is elected for a full-time position with the Union or any organization of which the Union is a member or affiliate for a period not exceeding two (2) years.

ARTICLE 16 – TEMPORARY ASSIGNMENT

- 16.01 (a) Where the Employer, is unable to fill a shift on a temporary basis of not more than seven (7) days in duration, due to a shortage of available continuing and on call employees in a seniority group, the Employer has the right to make a Temporary Assignment.
- (b) Temporary Assignments shall not extend past a six (6) month period without the Employer notifying the union of said temporary assignment. At no time will a Temporary Assignment extend past a period of one (1) year.
- 16.02 The qualified employee, with the least seniority, in a seniority group who is assigned to work outside his/her seniority group on a temporary basis of not more than seven (7) days, shall be entitled to remuneration at the rate applicable for the job in the seniority group or the employee's regular rate of remuneration, whichever rate is higher.
- 16.03 Notwithstanding Articles 16.01 and 16.02, the Employer is not permitted to use these sections for the sole purpose of avoiding paying overtime to the affected seniority group employees.

ARTICLE 17 – INFORMATION

- 17.01 The Union shall provide a copy of this Agreement to members of the P.E.I. Union of Public Sector Employees.
- 17.02 The Employer shall provide the Union with the names and classifications of employees who commence or terminate employment, and the effective dates thereof.
- 17.03 The Employer shall indicate on each employee's income tax (T4) slip, the total amount of Union dues deducted for the tax year.
- 17.04 Information regarding amounts paid or deducted on the employee's pay cheque shall be provided by the Employer at the employee's request.
- 17.05 The Employer shall within ten (10) days of hiring, inform each new employee in writing of his/her type of appointment.
- 17.06 Permission to hold a local meeting on the premises of the Employer shall be first obtained from the General Manager.

ARTICLE 18 – STAFF DEVELOPMENT AND TRAINING

- 18.01 Wherever possible the Employer shall provide employees with the opportunity to participate in appropriate seminars, workshops or short courses offered by the Employer. The Employer in scheduling development and training agrees to consider employee seniority. At all times seniority will be subordinate to operational requirements.

- 18.02 (a) Where the Employer requires employees to participate in a course, seminar, or workshop whether in-service or out of service, all costs related to the training shall be paid by the Employer and salary and benefits shall be maintained.
- (b) If such courses, seminars, or workshops occur outside of the employee's scheduled hours of work, the employee will be granted equivalent time off at **time and one half**. **All time spent travelling to and from courses, seminars or workshops will be compensated as time off at straight time.**
- 18.03 An employee may request leave to attend a course, seminar or workshop. Approval of such leave is subject to operational requirements and three (3) weeks prior notice to the Employer of a desire to attend such training.
- 18.04 An employee shall, upon completing the period of leave, return to a same position, pay level and step as the employee would have been entitled to had the leave not been taken.

ARTICLE 19 – PERSONAL LEAVE DAYS

- 19.01 (a) The Employer agrees to grant each employee who has completed the probationary period, paid personal leave, without loss of other benefits, equal to **twelve (12)** working days during each calendar year and prorated according to hours worked for an on call employee; such leave shall be in addition to and not in substitution for any other paid or unpaid leave of absence authorized or contemplated by this Agreement and may be utilized by the employee to cope with sickness, domestic contingencies, personal emergencies, or any other situation affecting the employee and may only be utilized in increments of no less than one-half (½) day.
- (b) **Personal leave days will increase to 15 days per year effective January 2023.**
- (c) **All new employees hired after the signing of this agreement will earn personal days as per below**

First year of employment – 5 days
Second year of employment – 10 days
Third year of employment – 15 days

- 19.02 Any employee shall be entitled to accumulate personal leave days from year to year.
- 19.03 Whenever possible, an employee who wishes to utilize any personal leave day for whatever reason shall provide the Employer with not less than twelve (12) hours' notice of the employee's desire to utilize a personal leave day. Whenever possible, employees will not request a personal day during the period December 20 – December 30 each year.

19.04 Flexible Allowance

An employee may, at any time, cash in a portion or all of his/her personal days (yearly entitlement) earned or transfer to RRSPs at a financial institution of the employee's choice.

The reimbursement to the employee will be considered a taxable benefit unless otherwise exempted as per the income tax regulations, both Federal and Provincial.

ARTICLE 20 – MATERNITY LEAVE

20.01 **All maternity and parental leaves will be in accordance with Federal Statutory requirements.**

20.02 A male employee upon request shall be granted one (1) days leave with pay on the occasion of the birth of his child. An employee shall be entitled to one (1) days leave with pay on the adoption of a child.

20.03 An employee intending to take a leave of absence from employment under this Article shall give at least four (4) weeks' notice in writing to the Employer; unless there is a valid reason why such notice cannot be given, and inform the Employer in writing of the length of leave intended to be taken.

20.04 An employee who intends to take or who is on a leave of absence from employment under this Article, shall give at least four (4) weeks' notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why such notice cannot be given.

20.05 An employee who takes a leave of absence from employment under this Article is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, unless the Employer, for any valid reason cannot do so, in which case the Employer shall reinstate the employee in a comparable position in the same location with the same wages and benefits.

20.06 Any group benefits of an employee who takes a leave of absence from employment under this Article shall be paid by the Employer and accumulate during the entire period of the leave. The pension benefits of an employee who is approved for a leave from employment shall continue during the leave and the Employer and employee shall continue to make their share of pension contributions during such leave.

20.07 A leave granted under this Article shall not constitute a break in service for the purpose of calculating future benefits.

20.08 An employee who is pregnant or nursing may request that the Employer temporarily modify her job duties or reassign her to another job, where reasonably practicable, if continuing any of her current duties may pose a risk to her health or that of the fetus or child. A physician's certificate indicating how long the risk is likely to last and what activities or conditions should be avoided, is required.

ARTICLE 21 - SAVINGS CLAUSE

- 21.01 If any Article in this Agreement shall be found to be in conflict with any statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of this Agreement, and all other Articles herein shall continue in full force and effect. The parties to this Agreement shall negotiate a replacement for the Article rendered null and void.

ARTICLE 22- DISCIPLINE

- 22.01 No employee shall be disciplined except for just cause.
- 22.02 Where an employee is disciplined by written reprimand, suspension, demotion, or dismissal, the Employer shall, upon the date of such disciplinary action, provide the employee with written reasons for such disciplinary action and a copy of such notice shall be sent to the Union.
- 22.03 Upon request of an employee, the Employer shall provide him/her with the opportunity to read any documents, other than recruitment documents, on his/her personnel file. Upon his/her request, the employee shall be provided with an exact copy of any such document, other than recruitment documents.
- 22.04 Removal of discipline or any other document concerning disciplinary action from the Employer's file may occur after one year but will be removed after **two (2)** years have elapsed since the disciplinary action was taken, provided no further related disciplinary action has been recorded during this period.
- 22.05 Where it is determined that an employee has been unjustly disciplined, the employee shall be reinstated without loss of pay and any other benefits which would have accrued to him/her if he/she had not been disciplined. Nothing in this Article prevents an Arbitrator from increasing, decreasing, or otherwise revising a disciplinary award made by the Employer.

ARTICLE 23 - DISCIPLINE PROCEDURES

- 23.01 In order to promote harmonious Labour-Management relations, the parties agree that the following procedures will be followed in the discipline of employees.
- 23.02 Discipline should be used only as a last resort after all other measures involved in good personnel administration, including the situation, have been considered. When an investigation is deemed necessary, it shall be carried out as follows:
- (a) an internal Employer investigation will be completed within fifteen (15) days of the date the Employer became aware of an alleged incident. The Employer agrees that if discipline is appropriate, it shall be imposed within ten (10) days of the completion of the investigation.
 - (b) in the event that the alleged incident requires an investigation involving outside agencies, the Employer shall conduct any necessary investigation, as quickly as possible, after becoming aware of the incident, and disciplinary action, if any, will be imposed immediately following the completion of the investigation.

23.03 The scale of disciplinary action is as follows:

(a) Oral Reprimand

When preventive methods have failed, the employee shall be orally reprimanded. During the oral reprimand the problem is called clearly to the attention of the employee; the need for he/she to change his/her behavior pattern is emphasized. The employee shall be informed of corrective action to take. These discussions shall be held in private; they should be well planned. The result should be agreement by the employee to correct his/her unacceptable behavior. A specified time interval will be identified for the improvement to take place.

(b) Written Reprimand

When the oral reprimand has failed, and when it is believed that written guidance will help to get the result desired, such a written reprimand should be issued. Before such a reprimand for record is issued, the employee should be informed of the reasons for the intended recorded reprimand. A copy of the written reprimand will be placed on the employee's file.

(c) Suspension

Suspension as a disciplinary action is an enforced temporary absence from duty. When used as a disciplinary measure for misconduct or negligence, it is not necessarily preceded by less severe actions if misconduct or negligence is suddenly discovered or is very serious. Periods of suspensions are always without pay.

(d) Dismissal

An employee who commits offences while at work, such as (but not limited to) intoxication, insubordination, theft, false reporting of time, consistent absenteeism, consistent failure to wear safety equipment, physical altercation or violation of the confidentiality agreement or the Employer's Internet agreement shall be subject to dismissal. In circumstances where dismissal is not deemed appropriate by the Employer, other disciplinary measures, at the discretion of the Employer may be administered.

ARTICLE 24 – SENIORITY LIST AND GROUPS

24.01 Seniority Groups

For the purpose of this agreement, seniority groups shall be as follows:

- Group 1 – Toll Collector
- Group 2 – Bridge Patroller
- Group 3 – Maintenance
- Group 4 – Bridge Controller

24.02 Seniority lists will be prepared and posted to the respective seniority group in January of each year. Such lists shall show each employee's name and seniority standing. Copies of the seniority lists shall be posted in the Maintenance and Administration buildings for the bargaining unit members. Each January the Union shall receive a copy of the updated seniority lists.

24.03 Seniority Standing in Groups

An employee shall establish seniority in a seniority group under this agreement from the date he/she commences work in such group.

Note: Employees hired before June 28, 2004 have been grandfathered using hours of work to achieve position on seniority lists.

24.04 Same Date of Hire

When two or more employees commence work in the seniority group on the same day, the employee who commenced work at the earliest hour of the day shall be ranked ahead. When the employees begin work at the same time, the employee who signed the company's application form for employment first, shall be ranked ahead.

24.05 Challenges to Seniority Standing

Challenges in regard to seniority standing must be submitted in writing by the employee to the Employer within sixty (60) calendar days from the date seniority lists are posted. A copy of the challenge shall be sent to the President of the Union. When proof of error is substantiated the employee's standing in the seniority list will be corrected.

24.06 Removal from Seniority Group

Employees standing in a seniority group will be maintained unless an employee in such seniority group is removed from the seniority group for one of the following reasons:

- (a) Retirement
- (b) Resignation
- (c) Termination for just cause and not reinstated
- (d) Termination of employment due to disability or death
- (e) Failure to accept a full-time position in a seniority group
- (f) Failure to accept "On Call" work in a seniority group

24.07 Seniority Group Status – Non-Bargaining Unit Work

An employee who has been promoted to a non-bargaining unit position with the Employer shall continue to accumulate seniority on the seniority list from which promoted for a period of two (2) consecutive years. Should the employee following this two (2) year period in such capacity accept the non-bargaining unit position, the employee shall no longer accumulate seniority, but shall retain the seniority already accumulated up to the day of their promotion.

When a former bargaining unit employee returns to a seniority group from a non-bargaining unit position with the Employer, the seniority accumulated up to the day of their promotion will be used to establish a new seniority

ARTICLE 25 – EMPLOYEE RIGHTS

- 25.01 The Employer agrees that there shall be no discrimination or sexual harassment in the workplace as described under Article 1.09 and 1.10.
- 25.02 The Union and the Employer recognize the right of employees to work in an environment free from discrimination and sexual harassment and the Employer agrees to take such action as is necessary respecting an employee engaging in such behavior.
- 25.03 The Employer acknowledges the discriminatory practices outlined in the *Canadian Human Rights Act* Part I including Section 7 – it is a discriminatory practice, directly or indirectly, (a) to refuse to employ or continue to employ any individual, or (b) in the course of employment, to differentiate adversely in relation to an employee on a prohibited ground of discrimination.
- 25.04 A complaint under Article 25.01 will be handled in strict confidence. While such situations can be resolved effectively through informal processes, there will be circumstances where formal investigation and resolution will be required. Such allegations will be handled at the most appropriate level of management required to resolve the matter.
- 25.05 When it is determined that an investigation should occur, all pertinent information will be requested such as dates, witnesses, remarks and actions. The respondent will be given an opportunity to present his/her position and respond to the complaint. The investigation will be concluded as quickly as possible. Both the complainant and respondent will be informed in writing of the outcome of the investigation. If there is a finding of discrimination or sexual harassment, the respondent will be advised that the behaviour is unacceptable and that correcting action will follow. When applying the corrective action, the Employer should attempt to offset the harm done to the victim and to ensure a positive work environment free from discrimination and sexual harassment.
- 25.06 An employee who believes he/she is being subjected to workplace discrimination or sexual harassment should take steps without delay as follows:

Step 1

A complainant shall make it known to the respondent without delay that the behavior is unwelcome. The complainant should make notes of the details of the situation, time, date, place, and names of witnesses or others affected and attempt to resolve the situation.

Step 2

If communication does not stop the discrimination or sexual harassment, the complainant shall present a formal written complaint to their supervisor. If the supervisor is the respondent, the complainant shall contact the General Manager. In a case where the General Manager is unable to act on a complaint of discrimination or sexual harassment, Strait Crossing Bridge Limited shall designate an alternate.

Step 3

An employee, with Union approval, may pursue a complaint of discrimination or sexual harassment, after completing the aforementioned Steps 1 and 2, by submitting a grievance under Article 11.

ARTICLE 26 – COMMUNICATION

- 26.01 The General Manager of SCBL shall communicate with the President of the Union on matters, other than day-to-day management and operational requirements, which might significantly affect the terms and conditions of employment of employees covered by this Agreement.
- 26.02 The General Manager of SCBL may request that all or part of the communication in Article 26.01 be held in confidence until the General Manager releases such matters to affected employees. The President agrees at the request of the General Manager of SCBL to hold in confidence all or part of the communication in Article 26.01.

ARTICLE 27 – CORRESPONDENCE

- 27.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union shall be given as follows:

TO THE EMPLOYER:	General Manager Strait Crossing Bridge Limited PO Box 70 Borden-Carleton, PE C0B 1X0
TO THE UNION:	President PEI Union of Public Sector Employees 4 Enman Crescent Charlottetown PE C1E 1E6

ARTICLE 28 – JOB OPPORTUNITIES AND PROMOTIONS

- 28.01 All positions in a seniority group shall be filled by the senior employee unless it is established by the Employer that the position is no longer required for the operations.
- 28.02 An employee who does not hold a continuing position in a seniority group, shall be considered as “On Call”.
- 28.03 When a vacant shift occurs in a seniority group, it will be filled from that group’s seniority list by the senior available On Call Employee. A vacant shift occurs when an employee in a seniority group holding a position is unable to work a shift for reasons such as: sickness, vacation, injury, disability, personal days and other leaves and includes a shift added due to bridge business activities.
- 28.04 For the purposes of Article 28.03, an employee shall not be regarded as available if:
- (a) The employee has already worked five (5) eight (8) hour or four (4) twelve (12) hour or four (4) ten (10) hour shifts in the calendar week (Sun to Sat).

- (b) The employee has already worked ten (10) eight (8) hour shifts or seven (7) twelve (12) shifts or eight (8) ten (10) hour shifts in a pay period.
- (c) The employee is working or has worked a shift in the seniority group on the day on which the vacancy occurs.
- (d) The vacancy would require the employee to work two (2) continuous shifts.
- (e) The employee has not had at least six (6) hours rest since the completion of their last eight (8) hour shift or at least ten (10) hours rest since the completion of their last twelve (12) hour shift.
- (f) A continuing scheduled employee who books a “no time” day on their own accord shall have that day or shift count towards the total shifts worked in a week or pay period.

28.05 In the event a continuing position is created in or out of the bargaining unit, the Employer will post a notice on all bulletin boards for a period of not less than five (5) days. The notice shall contain the following information: nature of position, hours of work, ability, qualifications, experience, skills, and wage or salary rate.

28.06 In selecting applicants in accordance with Article 28.05, the Employer shall select the applicant who has the qualifications and ability. Where the Employer assesses that two or more applicants have qualifications and ability that are relatively equal, seniority shall be the determining factor. Seniority for the purpose of this section shall mean the date the employee commences work with the Employer. If no successful candidate is selected as per Article 28.05, the Employer may post externally.

28.07 Unsuccessful employees shall be sent notice prior to the anticipated first day of duty of the successful applicant. Any unsuccessful employee who requests an explanation as to why they were unsuccessful shall be provided with the same.

28.08 Protected Salary

When the Employer transfers an employee to a position with a lower maximum rate of pay, the maximum rate of pay for the employee's current position shall retain the current rate of pay until such time as the rate for the lower paid position equals or exceeds the current rate.

ARTICLE 29 – DISABLED EMPLOYEE ACCOMMODATION

29.01 The Employer acknowledges it shall make every reasonable effort to accommodate employees with disabilities. The *Canadian Human Rights Act* applies in accommodating employees with disabilities.

29.02 The Union will assist the Employer in developing accommodation options for an employee.

29.03 The disabled employee has a duty to co-operate and assist the Employer in the accommodation process.

29.04 The Parties agree that the following factors shall be considered in determining whether undue hardship would occur in a given situation:

- (a) interchangeability of the workforce and facilities;
- (b) whether the employee's job itself exacerbates the disability;
- (c) the extent of the disruption of the collective agreement;
- (d) the effect on the rights of other employees;
- (e) the effect on the morale of the other employees;
- (f) costs to the Employer of the proposed accommodation including impact on efficiency, wage increases and other direct financial costs to be incurred; and
- (g) the impact on the safety of the individual, other employees or the general public.

29.05 In exploring an accommodation option the Employer shall first determine whether reasonable modification of duties, methods or work environment will enable the employee to perform the essential functions of the position.

29.06 Where no reasonable modifications are possible in accordance with Article 29.05, the disabled employee subject to Articles 15.06 and 15.07 shall be given priority to any available, comparable work for which the employee is qualified and within his/her capabilities, at the rate of pay for the position to which the employee is assigned.

ARTICLE 30 – LAYOFF AND ON CALL

30.01 In the event of a temporary layoff, outside the normal operations of the Employer, a continuing employee shall be given written notice of layoff as follows: ten (10) days' notice for the first (1st) month and five (5) days' notice per month thereafter to a maximum of thirty (30) days. Payment in lieu of notice will be as per severance provisions in Article 31.

30.02 A continuing employee affected under Article 30.01 shall exercise their seniority rights in other seniority groups where they have standing in, while still holding "On Call" status in the group they were laid off from.

30.03 A continuing employee who fails to protect their seniority in another seniority group shall forfeit their seniority in the group for which they have standing in, while still holding "On Call" status in the group they were laid off from.

30.04 An employee who is "On Call" shall forfeit their seniority within the group if they fail to report for duty, on notice to do so, within eight (8) hours unless a satisfactory explanation can be given.

- 30.05 An employee who is “On Call” shall keep the Employer advised of the address and telephone number or numbers where they can be readily located. An employee who fails to be available for on call shall forfeit seniority with the seniority group unless a satisfactory explanation can be given. It is the employee’s responsibility to ensure an effective communication process is in place with the Supervisor to access on call work.

ARTICLE 31 – SEVERANCE PAY

- 31.01 Payment in lieu of notice under Article 30.01 will be calculated at one (1) hour at the employee’s regular rate per each day short of the required notice period, to a maximum of thirty (30) hours.
- 31.02 The Employer, in the event of a permanent layoff, shall provide severance pay at least equal to the current *Canada Labour Code*.

ARTICLE 32 – INJURY ON DUTY

- 32.01 All employees shall be covered by the *P.E.I. Workers’ Compensation Act*. An employee prevented from performing his/her regular duties with the Employer as a result of an accident that is covered by the *P.E.I. Workers’ Compensation Act*, shall be placed on injury on duty leave without pay for the period the employee receives Workers’ Compensation benefits.
- 32.02 If as a result of a PEI Workers’ Compensation Board decision, an employee is found to be medically unfit to carry out the functions of the position he/she occupies, then the employee will be considered for an accommodation in accordance with Article 29 (unless the Employer already completed an accommodation for such employee at the request of the PEI Workers’ Compensation Board) and/or disability leave in accordance with Article 15.
- 32.03 When an employee is in receipt of PEI Workers’ Compensation Temporary Wage Loss benefits, the Employer shall pay the full cost of life, accidental death and dismemberment, group medical and dental insurance benefits outlined in Article 13 providing the employee was enrolled in the insurance plans prior to the employee’s injury on duty.
- 32.04 An employee, who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the day or shift, unless a doctor states the employee is fit for further work that day or shift.
- 32.05 Employees may request three (3) paid leave days during the *PEI Workers’ Compensation Act* three (3) day waiting period. The three (3) paid leave days may be covered off using personal leave days, vacation days, and/or time off in lieu.
- 32.06 An employee who is on injury on duty leave shall not constitute a break in service for the purpose of calculating future benefits.

ARTICLE 33 – PROBATION IN EMPLOYMENT

- 33.01 A probationary period for employees shall be ninety (90) days.
- 33.02 Upon completion of such initial probationary period of ninety (90) days, the Employer shall conduct a performance review of the employee's qualifications and abilities and following such review, the Employer, in its discretion, shall determine and then advise the employee in writing within ten (10) days of the conclusion of the probationary period whether he/she will continue to be retained as an employee, have his/her probation extended thirty (30) days, or be terminated.
- 33.03 When the probationary period is extended in Article 33.02, within ten (10) days of the conclusion of the extended thirty (30) day probationary period, the employee shall receive from the Employer written notice explaining that he/she shall be retained as an employee or be terminated.
- 33.04 **Any existing employee having successfully applied for a position in another job classification will be subject to a 30 day probation period** with the possibility of a thirty (30) day extension. Within ten (10) days of the conclusion of the probation the employee shall receive from the Employer written notice explaining that they will or will not be retained on the “On Call” list.
- 33.05 An employee retained, following completion of the probationary period, shall be entitled to all the wages, benefits and obligations as set forth in the Agreement.

ARTICLE 34 – RETIREMENT INCENTIVE BENEFITS

- 34.01 All Employees who have ten (10) or more years of Continuous Service with the Employer and who have reached age sixty (60) or over, shall be eligible on a voluntary basis for Retirement Incentive Pay and continued coverage under the Employer “Health” Plan, as provided hereunder.

An Employee who applies and receives Retirement Incentive Benefits provided under this Article will cease to be an Employee and will no longer be eligible for re-hiring by the Employer.

- 34.02 Calculation of Retirement Incentive Pay shall be as follows:

(a) Continuing Employee

Current gross hourly rate in effect for the Employee’s classification under the rate table in Schedule A at the time of the request, x 80hrs x 26 pay periods. The total obtained is to be multiplied by the percentage applicable as per the table below and will constitute Retirement Incentive Pay. Calculation to be confirmed by SCBL accounting department.

(b) On Call Employee

Prior year’s T4 regular earnings which shall exclude taxable benefits, overtime and shift differential. This net amount is to be multiplied by the percentage applicable as per

the table below and will constitute Retirement Incentive Pay. Calculation to be confirmed by SCBL accounting department.

Age	Applicable Percentage
60	150%
61	125%
62	100%
63	75%
64	50%
65	0%

- 34.03 In order to receive Retirement Incentive Pay, eligible Employees shall be required to file a one-time notice of retirement with the Employer no later than 90 days prior to the desired date of retirement. Upon reaching the retirement date, the Employee will cease to be an Employee and will be paid Retirement Incentive Pay in either one lump sum or in equal installments over the remaining bi-weekly pay periods until the age of 65.

Alternatively and where provided by CRA rules, the Employee may elect for the Retirement Incentive Pay to be rolled directly into an RRSP account in one lump sum to the extent of unused RRSP deductions and the balance to be paid in equal installments over the remaining bi-weekly pay periods until the age of 65.

- 34.04 For Employees who apply and receive Retirement Incentive Pay, the Employer shall continue to pay "Health" premiums between the age of 60 and 65 at 100% for Employees hired prior to the date of signature of the collective agreement and at 50% for Employees hired from the date of signature of the collective agreement, all in accordance with the appropriate eligibility requirements and terms of the SCBL Group Benefit Plan and as amended from time to time. Coverage under article 34.04 excludes Basic and Dependent Life, Accidental Death and Dismemberment, Long Term Disability, and Dental Care. Employees will also receive a five hundred dollars (\$500) per year medical allowance between the age sixty (60) and sixty-five (65). This amount can accumulate for a maximum of two (2) years.
- 34.05 **Provided the concession period remains ending in 2032, article 34 will end definitely at Dec 31, 2024, will not continue as provided under article 35.02 and will be replaced by an employee retention program to be negotiated by the parties in future agreements. Said program could be specific to or in addition to other articles already in place. Should at Dec 31, 2024 it is known that the concession period continues beyond 2032, then this article will remain in place and continue under article 35.02 until a new agreement is executed and without any commitment by the employer towards an employee retention program.**

ARTICLE 35 - TERM OF AGREEMENT

- 35.01 This Agreement shall be in effect as of the **January 1, 2021** to and including the 31st day of **December, 2024** and may be assigned by the Employer to any other person or persons in accordance with the *Canada Labour Code*.
- 35.02 Upon expiry of this Agreement and provided the parties have entered into good faith bargaining and negotiations toward conclusion of a new Agreement, this Agreement shall continue in full force until a new Agreement is executed between the parties.

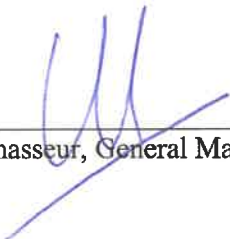
- 35.03 Employees who terminated employment with the Employer between **January 1, 2021** and the date of signing of this Agreement shall be entitled to receive full retroactivity on wages and benefits for the period the employee was employed.
- 35.04 Employees shall receive all retroactive adjustments within thirty (30) calendar days of the signing of the Agreement.

IN WITNESS WHEREOF the parties have hereto affixed their signatures this ____ day of _____, .

ON BEHALF OF THE EMPLOYER:

STRAIT CROSSING BRIDGE LIMITED

Signatures:



Michel Le Chasseur, General Manager



Witness

ON BEHALF OF THE UNION:

PEI UNION OF PUBLIC SECTOR EMPLOYEES

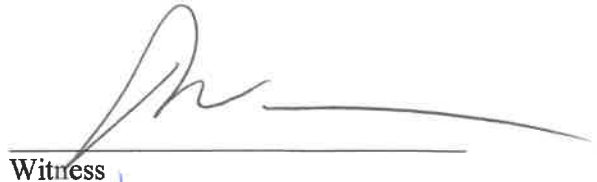
Signatures:



Karen Jackson, President



Kevin Gotell, Secretary Treasurer



Witness



Witness

Schedule "A"
Wage Classification/Rates Per Hour

Classification	Jan 1, 2021
OPERATIONS	
Toll Collector	18.68
Bridge Patroller	21.62
Shuttle Driver	19.72
Bridge Controller	26.40
MAINTENANCE	
Maintenance Worker	21.67
PREMIUMS (Hourly)	
Operator	1.25
Electrician (Red Seal)	6.68
Boom/Bucket Operator	1.69
Welder Certificate	1.00
Boat Captain	0.90
Electrician Apprentice 1 st year – 2000 hrs 75%	5.01
Electrician Apprentice 2nd year - 4000 hrs 80%	5.34
Electrician Apprentice 3rd year - 6000 hrs 85%	5.68
Electrician Apprentice 4 th year – 8000 hrs 90%	6.01
Bilingual	0.35

- * The employer reserves the right to increase the premium applicable to any category upon filling a vacant position.
- * Shuttle rate is the Bridge Patroller classification less \$1.90 (unless Bridge Patroller)
- * Probationary rate is the job classification rate less \$1.00

All persons hired from the date of signing of this collective agreement, shall be subject to a **three (3)** year step up rate calculated on the wage classification rate in effect on January 1 of each year as follows:

Year	Step-up Wage Rate
1	90%
2	95%
3	100%

LETTER OF UNDERSTANDING #1

BETWEEN

STRAIT CROSSING BRIDGE LIMITED (SCBL)
(Hereinafter called the "Employer")

AND

THE PRINCE EDWARD ISLAND
UNION OF PUBLIC SECTOR EMPLOYEES
(Hereinafter called the "Union")

PENSION COMMITTEE

This will confirm SCBL's undertaking to form a pension committee composed of union and non-union employees and chaired by the General Manager.

The terms of reference of the committee are as follows:

Service Provider:

1. Assess the current service provider against the competition by reviewing published annual reports
2. Based in the outcome of (1), decide to go for a Request for Proposals or maintain the status quo.
3. If (2), evaluate all available options within collective RRSP's prior to formalizing a list of invitees
4. If (2), set the terms of reference for determining which supplier will be awarded the contract
5. If (2), Evaluate and award the contract
6. Consider going to market every 3-4 years.

On-going matters:

1. Meet quarterly to review how the total fund is performing against targets and against market. Also, review employee questions and concerns.
2. Ensure the service provider meets individually with all staff twice per year
3. Meet with the service provider as necessary
4. Evaluate other savings matters such as Educational Savings Plans, the new tax free savings account.
5. Communicate to staff after each meeting and more frequently as required by changing or new conditions in the marketplace or in the fund performance.

LETTER OF UNDERSTANDING #2

BETWEEN

STRAIT CROSSING BRIDGE LIMITED (SCBL)
(Hereinafter called the "Employer")

AND

THE PRINCE EDWARD ISLAND
UNION OF PUBLIC SECTOR EMPLOYEES
(Hereinafter called the "Union")

PATROLLER TO TOLL COLLECTOR RATE OF PAY

It is agreed and understood that a workplace reorganization is occurring May 25, 2009. Some employees will be unaffected and some will move to a different classification. It is agreed that those employees moving from the Patroller classification to the Toll Collector classification shall have their pay rate held at \$16.60 per hour when working as Toll Collectors for the duration of this agreement or until the basic Toll Collector rate of pay exceeds \$16.60 per hour.

LETTER OF INTENT #1

To: Karen Jackson
President
PEI Union of Public Sector Employees
4 Enman Crescent
Charlottetown PEI
C1E 1E6

RE: Subcontracting

Date: July 7, 2021

Dear President Jackson:

In regards to the Union's concern with respect to Article 6: Subcontracting, and in accordance with our discussions during the recent contract negotiations, the Employer does not foresee any change in the way work has been or will be assigned under normal operating conditions for the duration of this Agreement.

The parties agree for the term of this Agreement that no grievance may be filed with regard to the application, meaning, or intent of this letter.



For Strait Crossing Bridge Limited

LETTER OF INTENT #2

To: Michel Le Chasseur
General Manager
Strait Crossing Bridge Limited
PO Box 70
Borden-Carleton PE
C0B 1X0

Re: Article 15.10 - Benefit Reimbursement

Date: July 7, 2021

Dear Mr. Le Chasseur:

This letter is written to confirm that reimbursement of benefits by the Union in accordance with Article 15.10 will be calculated using eighteen (18%) percent of the appropriate regular hourly rate at the time of the leave.

PEI Union of Public Sector Employees agrees that this Letter of Intent forms part of the agreement during the life of the Agreement.


PEI Union of Public Sector Employees