

COLLECTIVE AGREEMENT

BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 759**

November 1, 2016 to October 31, 2020

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 – DEFINITIONS.....	3
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – RECOGNITION.....	4
ARTICLE 5 – NO DISCRIMINATION.....	5
ARTICLE 6 - UNION SECURITY & CHECK OFF.....	5
ARTICLE 7 – PROBATIONARY PERIOD.....	6
ARTICLE 8 - UNION AFFAIRS	6
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE	6
ARTICLE 10 - GRIEVANCE ARBITRATION.....	7
ARTICLE 11 - DISCHARGE SUSPENSION	9
ARTICLE 12 – SENIORITY.....	9
ARTICLE 13 – ASSIGNMENT OF THE WORK FORCE	10
ARTICLE 14 - LAY OFFS & RECALLS	11
ARTICLE 15 – PROMOTIONS AND STAFF CHANGES.....	12
ARTICLE 16 - HOURS OF WORK	13
ARTICLE 17 – OVERTIME	16
ARTICLE 18 – VACATIONS.....	17
ARTICLE 19 – HOLIDAYS.....	19
ARTICLE 20 - SICK LEAVE.....	20
ARTICLE 21 – WORKERS’ COMPENSATION	21
ARTICLE 22 - LEAVES OF ABSENCE	22
ARTICLE 23– MATERNITY, PARENTAL AND ADOPTION LEAVE	23
ARTICLE 24 - BEREAVEMENT LEAVE.....	23
ARTICLE 25 - JURY DUTY.....	24
ARTICLE 26 – PENSION	24
ARTICLE 27 - GROUP INSURANCE	25
ARTICLE 28 – CLOTHING AND EQUIPMENT.....	25
ARTICLE 29 – UNIFORMS.....	26
ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM	26
ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY	27
ARTICLE 32 – MILEAGE	27
ARTICLE 33 – WAGES	27
ARTICLE 34 – NEW CLASSIFICATIONS.....	27
ARTICLE 35 – DRIVING LICENSES	28
ARTICLE 36 – CORRESPONDENCE	28
ARTICLE 37- AMALGAMATION-REGIONALIZATION & MERGER PROTECTION	28
ARTICLE 38 - SICK LEAVE INCENTIVE PLAN	29
ARTICLE 39 – CONTRACTING OUT	29
ARTICLE 40 - DURATION AND RENEWAL	30
APPENDIX A – AGREEMENT IN PRINCIPLE.....	31
APPENDIX B - WAGES AND CLASSIFICATIONS.....	35
APPENDIX C - FORMER CITY OF SYDNEY SICK LEAVE PLAN.....	36
APPENDIX D – DEPARTMENTS - CHANGES	37
ADDENDUM E – LETTER OF INTENT RE GROUP INSURANCE.....	38

COLLECTIVE AGREEMENT

THIS AGREEMENT is effective from the 1st day of November 2016 to the 31st day of October 2020.

BETWEEN: **THE CAPE BRETON REGIONAL MUNICIPALITY**, in the County of Cape Breton, Province of Nova Scotia, a body corporate and politic, hereinafter referred to as the “**EMPLOYER**”,

PARTY OF THE FIRST PART,

AND **LOCAL UNION NO. 759**, Canadian Union of Public Employees, covering **Trades, General, Operating, Transit, Mechanical Employees**, hereinafter referred to as the “**UNION**”,

PARTY OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the foregoing and in consideration of the Municipality and the **UNION** respectively binding themselves, their successors and assigns, well and truly to observe and fulfill the following terms.

ARTICLE 1 - PREAMBLE

- 1.01 It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Municipality and the **UNION**, recognize the mutual value of joint discussions and negotiations in matters pertaining to the Bargaining Unit and to encourage efficiency in operations.
- 1.02 The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay, hours of work as well as provisions for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the Agreement has been violated.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

- 2.01 **Employee** shall mean one who is hired and occupies a position in the bargaining unit and who has completed the probationary period.
- 2.02 **Regular Full Time Employee** is an employee who has completed the probationary period and is regularly scheduled to work forty (40) hours per week in a regular position.

- 2.03 **A Regular Part Time Employee** is regularly scheduled to work less than the schedule for a regular full time employee. Regular part time employees shall be entitled to the provisions of the Collective Agreement on a proportionate basis to regular full time.
- 2.04 **Probationary Employee** is an employee who has not completed the probationary period.
- 2.05 **The Employer** shall mean the Cape Breton Regional Municipality.
- 2.06 **The Union** shall mean the Canadian Union of Public Employees Local 759.
- 2.07 **The Bargaining Unit** shall mean the Outside Bargaining Unit.
- 2.08 **The CBRM** shall mean the Cape Breton Regional Municipality.
- 2.09 Whenever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used where the context of the party, or parties hereto, so require.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The **UNION** acknowledges that subject to the terms of this Agreement, it is the exclusive function of CBRM to:
- a) maintain order, discipline and efficiency;
 - b) Hire, suspend, discharge, direct, transfer in accordance with seniority within a classification, promote, demote, and lay off employees or otherwise discipline any employee covered by this agreement, however, a claim by an employee that they have been discharged, suspended, demoted, disciplined without just cause or laid off for non-disciplinary reasons shall be subject to a grievance under the Grievance Procedure;
 - c) operate and manage its business in all respects in accordance with its commitments and responsibilities.
- 3.02 CBRM shall possess and exercise all rights and functions, powers, privileges and authority with regard to the management and operation of the municipality except as such are limited by the terms of this Agreement.

ARTICLE 4 – RECOGNITION

- 4.01 The **EMPLOYER** recognizes the Canadian Union of Public Employees and its Local 759 as the sole and exclusive collective bargaining agent for all regular full time and regular part time trades, general, operating, transit, mechanical employees employed by the Cape Breton Regional Municipality, save and except Directors, Managers and Supervisors and those persons excluded by paragraph (a) and (b) of subsection (2) of Section 2 of the Nova Scotia Trade Union Act as per the Labour Relations Board of Nova Scotia Certification Order 4268.

- 4.02 No employee shall be required or permitted to make a written or verbal agreement with the **EMPLOYER** or his representatives, which may conflict with the terms of this collective agreement.
- 4.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The **EMPLOYER** agrees that there shall be no discrimination, interference, or restriction exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, discipline, discharge or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation nor by reason of their membership or activity in a labour union.

ARTICLE 6 - UNION SECURITY & CHECK OFF

- 6.01 All employees except those excluded by Article 4 shall, as a condition of continuing employment, become and remain members in good standing of the **UNION** according to the constitution and by-laws of the **UNION**. All future employees except those excluded by Article 4, shall, as a condition of continuing employment, become and remain members in good standing of the **UNION** upon commencement of employment with the **EMPLOYER**.
- 6.02 The Employer shall deduct from every employee covered by this agreement any dues, initiation fees, or assessments levied by the Union on its members.
- 6.03 Deductions shall be made from the payroll and shall be forwarded to the National Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made denoting the amount deducted and the normal gross earnings of the employee in that period. This information will also be provided monthly to the Treasurer of the Union. In the months of January and June a list of all members of the Bargaining Unit will be provided upon request.

ARTICLE 7 – PROBATIONARY PERIOD

- 7.01 The probationary period shall be one hundred and twenty (120) days worked, during which time the employee may be dismissed for non-disciplinary reasons without the **EMPLOYER** having to show just cause. After completion of the period, seniority shall be effective from the original date of continuous employment. The name of the new hire and corresponding job reference number will be provided to the Union.

ARTICLE 8 - UNION AFFAIRS

- 8.01 Any two (2) employees who have been elected as delegates of the **UNION** shall be granted leave of absence without loss of seniority and without loss of pay to attend two (2) conventions annually.
- 8.02 The President and Secretary of the **UNION** or any two (2) members authorized by the **UNION**, may be granted time off with pay to attend meetings dealing with matters pertaining to the **UNION**.
- 8.03 A **UNION** Bargaining Committee shall be appointed and shall consist of not more than five (5) members of the **UNION**. Representatives of the **UNION** shall be granted time off with pay to attend meetings with the **EMPLOYER** during normal working hours. The **UNION** shall notify the **EMPLOYER** of **UNION** nominees to the Committee.
- 8.04 The **UNION** shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the **EMPLOYER**. Such representative shall have access to the **EMPLOYER'S** premises in order to investigate and assist in the settlement of a grievance following notification of the CAO or designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established, consisting of not more than five (5) representatives of the **UNION** and not more than four (4) representatives of the **EMPLOYER**. A management representative and a **UNION** representative shall be designated as joint Chairperson, and shall alternate in presiding over meetings.
- 9.02 Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairperson. The signed copies of the minutes shall be made available to each member of the committee within a two (2) week time frame.
- 9.03 The **UNION** shall supply the **EMPLOYER** with the lists of names of those people involved in Labour Management Committee meetings within thirty (30) days of signing this Agreement and management shall notify the **UNION** of their representative. Whenever there is a change to the representative of this committee the other party will be advised in advance of the next meeting.

- 9.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the **UNION** or the **EMPLOYER** and does not have the power to bind either the union or its members or the **EMPLOYER** to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the **UNION** and the **EMPLOYER** with respect to its discussions and conclusions. No grievances being processed by the Grievance Committee shall be dealt with at these meetings.
- 9.05 The Committee shall meet the last Wednesday of each month, unless mutually agreed otherwise, at a mutually agreed time and place. Agenda items shall be provided to the Director of Public Works no later than two (2) days prior to the meeting. Employees shall not suffer any loss of pay while attending these meetings.

ARTICLE 10 - GRIEVANCE ARBITRATION

- 10.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the **EMPLOYER** acknowledges the right and duties of the **UNION** Grievance Committee and the Union Stewards whose duties shall be to assist any employee which the Steward represents in preparing, processing and in presenting their grievance in accordance with the Grievance Procedure.
- 10.02 The **UNION** will advise Management as to the names of the Stewards or Executive that sit on the Grievance Committee, in writing annually, with any changes therein from time to time to be forwarded in writing within forty (48) hours of the change being made.
- 10.03 Members of the Grievance Committee shall not leave their place of duty during working hours to process a grievance except when permission has been granted by the immediate management supervisor. Permission will not be unreasonably withheld.
- 10.04 Definition of a Grievance - A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.
- 10.05 Settling of Grievances - An earnest effort shall be made to settle any grievances fairly and promptly. Employees may have the assistance of a shop steward at any step of the grievance procedure.

All grievances shall be dealt with as follows:

- Step 1** The aggrieved employee(s) shall first discuss the grievance with his immediate management supervisor within five (5) working days of the discovery of the occurrence or the event giving rise to the grievance. The immediate management supervisor shall give his written answer within five (5) working days to the employee.

Step 2 Should the written answer given by the immediate management supervisor not be acceptable to the grievor(s), the grievance shall be submitted to the **UNION** Grievance Committee within five (5) working days. The **UNION** Grievance Committee shall submit in writing the matter to the Departmental Manager within five (5) working days and he shall attempt to settle the matter immediately within five (5) working days.

Step 3 If the decision of the Departmental Manager is not acceptable to the **UNION** Grievance Committee and the grievor, the grievance shall be referred to the Departmental Director in writing within five (5) working days of the receipt of the answer in Step 2. The Departmental Director shall meet with the **UNION** Grievance Committee within five (5) working days to review the grievance. The Departmental Director shall reply within five (5) working days following the meeting.

Step 4 Failing satisfactory settlement being reached at Step 3, if both parties mutually agree, the grievance shall be submitted to the Department of Labour, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process. Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

Any recommendation made by the Mediator shall not be binding on either party; and either party shall retain the right to proceed to arbitration failing a satisfactory resolution to the grievance through Mediation.

10.06 Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 may be by-passed.

10.07 Time Limits

Time limits expressed in this article may be extended by mutual consent between the **UNION** and the **EMPLOYER**. In steps 1, 2, and 3 if the respective Manager or Departmental Director or designate is absent from the Municipality for the time limits stated, the time limits may be extended until such time as he returns. For the purpose of this provision, working days do not include Saturdays, Sundays or Statutory Holidays.

10.08 Arbitration

In the event that a grievance is not settled to the mutual satisfaction of the parties, either party may request that a grievance be submitted to arbitration. The request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson. If the two (2) nominees are unable to agree upon a Chairperson, the Minister of Labour for the Province shall be asked to appoint one.

A single arbitrator shall be used if mutually agreed.

10.09 Expenses of the Board

Each Party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One half (1/2) of the fees and expenses of the Chairperson.

10.10 Power of the Board

The Arbitrator, or Board, as the case may be, shall not have the jurisdiction to alter or change any of the provisions of the Collective Agreement or, to alter, modify or amend, any of the provisions, but shall have the right to dispose of any discharge or discipline as it deems just and equitable.

10.11 Decisions of the Board

The decisions of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

ARTICLE 11 - DISCHARGE SUSPENSION

- 11.01 An employee who has completed his probationary period may be dismissed, but only for just cause. The Chief Administrative Officer or designate may discipline, discharge, or suspend an employee. When an employee is disciplined, discharged, or suspended, they shall be given the right to have the reason given in the presence of a member of the **UNION**.
- 11.02 An employee, considered by the **UNION** to be wrongly or unjustly discharged or suspended, shall be entitled to a hearing under the Grievance Procedure.
- 11.03 The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action.

ARTICLE 12 – SENIORITY

- 12.01 Seniority shall be defined as the employee's length of service with the **EMPLOYER** in those positions covered by the bargaining unit and shall be used in determining preference for promotions, demotions, transfers, layoffs and recalls. Seniority shall be on a bargaining unit wide basis.
- 12.02 Newly hired employees shall be on a probationary period as specified in Article 7. After completion of the probationary period seniority shall be effective from the original date of employment to a regular position.

- 12.03 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or leave of absence approved by the **EMPLOYER**.
- 12.04 An Employee shall only lose seniority in the event that they:
- 1) Resign in writing and the resignation is not withdrawn within ten (10) working days.
 - 2) Are discharged for just cause and are not reinstated.
 - 3) They fail to return to work within fifteen (15) working days following a recall from layoff after being notified by priority post to do so, unless through sickness or other just cause. The employee shall be responsible for keeping the **EMPLOYER** informed of their current address. An employee called for casual work or employment for short duration, less than ten (10) working days, at a time they are employed elsewhere, shall not lose recall rights for refusal to return to work.
 - 4) They are laid off for more than two (2) years.
- 12.05 An employee who has applied for a position outside of the bargaining unit shall be entitled to return to his former position in the bargaining unit without loss of seniority if he proves unsatisfactory in the position during a period of four (4) months. During the four (4) month period the employee shall retain the option of returning to his former position without loss of seniority, benefits and salary consistent with that classification.
- 12.06 The **EMPLOYER** will maintain the seniority list and provide to the Recording Secretary upon request.

ARTICLE 13 – ASSIGNMENT OF THE WORK FORCE

- 13.01 Management has the right to assign the workforce.
- 13.02 Assignment of the workforce will be done in accordance with site seniority.
- 13.03 Day to day workforce adjustments will be at the discretion of the **EMPLOYER** and the requirements of the workplace.

ARTICLE 14 - LAY OFFS & RECALLS

14.01 In the event of a layoff within the bargaining unit, employees in jobs where there are personnel surplus to requirements shall be laid off in reverse order of seniority. The employee(s) laid off may bump the junior employee in:

- First, their own job classification; or
- Second, an equivalent rated job classification; or
- Third, a lesser rated job classification,

in the bargaining unit provided they have the required *qualifications, and/or related experience, skill and ability to perform the duties of that position. Employees displaced, as a result of such bumping shall have a similar right to bump.

*In all cases qualifications shall include related experience.

14.02

- (a) In circumstances where there is no less senior employee to the displaced employee in an equivalent or lesser rated job, the displaced employee shall displace the most junior employee in the bargaining unit, provided they have the required qualifications, skill and ability to perform the duties of that position. If they do not have the required qualifications, skill and ability to perform the duties of that position they shall displace the next most junior position that they have the required qualifications, skill and ability to perform.
- (b) Regular full time employees will not be required to bump regular part time employees in the event of a layoff.

14.03 Employees shall be recalled to positions within the bargaining unit in reverse order of layoff provided the recalled employee(s) has the necessary qualifications, skill and ability to perform the available work.

14.04 No new employee shall be hired until all those laid off have been given the opportunity of recall provided that they have the qualifications, skill and ability to perform the job.

14.05 The **EMPLOYER** shall notify employees to be laid off twenty-one (21) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work twenty-one (21) days after notice of layoff, they shall be paid in lieu of work for that part of twenty-one (21) days during which work was not available. Laid off employees intending to bump shall notify the **EMPLOYER** within five (5) working days from the date of the lay off notice of the position they intend to bump, in accordance with Article 14.01.

14.06 Employees who resign from their employment with the CBRM, shall provide the **EMPLOYER** with ten (10) calendar days notice in writing.

14.07 An **EMPLOYEE** laid off for a period longer than two (2) consecutive years shall no longer be an employee.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

- 15.01 Where a vacancy of a regular position occurs or a new position is created within the bargaining unit, the **EMPLOYER** shall notify the **UNION** in writing and shall post the position for ten (10) working days so that interested employees can apply.
- 15.02 The notice of posting shall contain the nature of the position, the department, division and site and the required qualifications and/or related experience, skills, abilities, hours of work, and classification. The qualifications and skills required shall not be set in an arbitrary fashion but shall, to the greatest degree possible, reflect the real requirements of the position posted.
- 15.03 In the filling of vacancies, new positions or promotions within the bargaining unit, appointments shall be made of the applicant having the required skill, ability, and qualifications and/or related experience. If all factors are equal the employee with the greatest seniority shall be appointed.
- 15.04 The successful employee shall be placed on a trial period for a period of three (3) months. In the event the successful employee proves unsatisfactory in the position during the aforementioned period, they shall be informed in writing of the reasons by their supervisor, and shall be returned to their former position without loss of seniority, benefits or previous salary. During the trial period, the employee shall retain the option of returning to their former position with the same procedure being followed as outlined above. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority, benefits or previous salary consistent with that classification.
- 15.05 No outside advertisements for any vacancies or new positions shall be placed until after the closing dates of the inside postings, except with prior consultation with the **UNION**. Applications of present employees shall be processed first.
- 15.06 Regular employees are not eligible to apply for positions unless the primary probationary period or trial period in respect to the regular position has been satisfactorily completed.
- 15.07 Leaves of absence in excess of four (4) months shall warrant the position being posted in accordance with the job posting criteria.
- 15.08 Within seven (7) working days of the date of appointment to a vacant position, the name of the successful application shall be sent to the recording secretary.

ARTICLE 16 - HOURS OF WORK

- 16.01 Hours of work for all departments of Public Works with the exception of Solid Waste, Arenas, Transit, Water & Wastewater Treatment Facilities and other full seven (7) day per week operations:

The standard workweek for the majority of the workforce shall be eight (8) hours per day for five (5) days a week (7 a.m. – 3 p.m.) (8 a.m. - 4 p.m.) (4 p.m. - 12 a.m.) (12 am - 8 am) with one (1) twenty (20) minute and two (2) fifteen (15) minute site specific meal breaks Monday to Friday with two (2) consecutive days off. Staff requirement for shifts outside the standard workweek shall be scheduled not less than one week in advance. Changes to the regular working hours outlined above shall be by mutual agreement between the **EMPLOYER** and the **UNION**.

- 16.02 Recognized full seven (7) day per week (Sunday to Saturday twenty-four (24) hour per day) operations such as Arenas, Public Works Central Dispatch, and others shall be scheduled on a rotational basis of forty (40) hours per week based on the facility requirements. Schedules for these operations shall be posted by 10 a.m. Thursday for all regular full time employees. This schedule shall not be altered without forty-eight (48) hours' notice to the affected employees and shall be inclusive of two (2) consecutive days off after five (5) working days.

- 16.03 The weekly work schedule for the other departmental shift requirements shall be prepared by the Supervisor and posted by 10 a.m. on Thursday for all regular full time employees. The schedule shall not be altered without forty-eight (48) hours prior notice to the employees.

16.04 Operational Treatment Facilities Employees

Regular assigned Treatment Facilities Operators may work ten (10) hours per day for four (4) days per week (7 a.m. – 5 p.m.) with one (1) twenty (20) minute and two (2) fifteen (15) minute site specific meal breaks.

16.05 Part Time Cleaners

The hours of work for all regular part time cleaners covered by this agreement shall be four (4) hours per day, twenty (20) hours per week, Sunday to Saturday.

16.06 Transit Operators

- (a) Regular assigned Transit Operators shall work an average of forty (40) hours per week with the shift rotation taken into consideration. Overtime shall be paid on all hours worked in excess of assigned scheduled hours based on bid board selection.
- (b) Transit Operators who report to duty ten (10) or more minutes late to take out their regular runs shall lose their tour of duty if other work is not available. In such cases, Transit Operators who report late for the morning shift will be required to do spare work for the remainder of the shift if work is available. If work is not available, the Transit Operator shall not receive pay for that day.

- (c) Regular assigned Transit Operators, and spare Transit Operators, who have been assigned before 1:00 p.m. shall, except in the case of an emergency, have a fixed starting time which shall not be changed without at least fifteen (15) hours notice being given to the employee concerned. The starting time of an employee shall be consistent with the scheduled hours based on the bid board selection. See Section (a)
- (d) All Charter, spare work, additional or unplanned work shall be assigned to spare Transit Operators wherever possible. However, when there is an insufficient number of spare Transit Operators to cover available work on a particular day, the senior Transit Operator on his day off shall be asked to work, and given the choice of available work. However, in the case where a regular Transit Operator is called after the daily work sheet has been posted, he would have to take the work he has been called for.
- (e) Pick Runs
 - (i) Transit Operators in order of seniority shall have a choice of becoming a regular run operator for the period of any pick.
 - (ii) The **EMPLOYER** shall conduct a minimum three (3) picks per year and these will take place at the beginning of the first pay period in the months of January, July, and September. Due to special load demands which require a serious adjustment in a pick, the fourth pick may be conducted in consultation and with **UNION** approval. Should new routes or extensions to routes be added within thirty (30) days of the introduction of a new pick, such new route/extension will be covered by the spareboard; if over thirty (30) days, this new route/extension will be opened to pick.
 - (iii) The **EMPLOYER** shall post the Bid Board four (4) working days in advance of the time the most senior Transit Operator is required to make his/her pick. All Transit Operators must sign the BID BOARD within the next seventeen (17) working days. Any Transit Operator who has not signed the board by the end of the seventeen (17) day period shall be assigned by the **EMPLOYER**. The employee shall be required to honour the **EMPLOYER** pick.
- (f) Except in cases of emergency, employees who desire unscheduled time off work must make application to his supervisor at least eighteen (18) hours before their scheduled start time for time off requested on Tuesday, Wednesday, Thursday, Friday or Saturday. The request must be submitted at least forty-eight (48) hours in advance for time off requested on a Sunday or Monday.
- (g) Transit Operators shall not be required to work on their regular days off unless no other Transit Operator will perform the work required. If necessary to work Transit Operators on their regular day(s) off, the junior Transit Operator will be required to work if work has been refused by the senior Transit Operator.

- (h) In a Department where split time is a condition of employment, the maximum time span from the start of the day, to the finish must be 12 hours, unless otherwise agreed among employee and **EMPLOYER**. For example: an employee starts work at 7:00 a.m. must be completed his assigned duty no later than 7:00 p.m. regardless of the amount of time actually worked.
- (i) All Transit Operator's weekly pieces of work which have night work scheduled shall be rotated on a weekly basis at the **EMPLOYER'S** discretion after agreement has been reached with the affected employees.
- (j) Regularly assigned employees and spare board Transit Operators who report in time for their regular assignment shall be permitted to complete such assignments.

16.07 During operation of the Centre 200 facility (ice making season) there shall be a minimum of two employees per shift.

Special Event Workers shall not work any regular hours and shall not perform any work of regular employees while regular employees are transferred to other departments of public works. All Special Events Workers scheduled to work special events are excluded from the Collective Agreement. Special Event Workers shall only be used for special events. It is understood that the definition of "Special Event Worker" is not synonymous with the definition of "Regular Part Time Employees" as defined in Article 2.03 of the Collective Agreement.

All Special Event Workers must be supervised by a Local 759 member.

Special Events Work – all laid off employees who are members of the Union shall have recall rights in accordance with Article 14 of the Collective Agreement and in conjunction with the Letter of Agreement April 14th, 2000 outlining the process for recall and attached hereto.

Employees engaged in Rigging shall be paid the Trades rates of the Agreement.

The following seven (7) positions at Centre 200 shall be covered by all rights, benefits and privileges of the terms of the Collective Agreement of Canadian Union of Public Employees, Local 759:

- 1 Working Foreman Maintenance
- 2 Utility Maintenance
- 1 Working Foreman Operator
- 3 Operator Maintenance

ARTICLE 17 – OVERTIME

17.01 The **EMPLOYER** shall pay an overtime rate of time and one-half (1½) the regular hourly rate for all hours worked in excess of an employee's regular scheduled hours provided that such time exceeds fifteen (15) minutes beyond the regularly scheduled day.

17.02 All overtime on Sundays shall be paid at a rate of double time.

17.03 For all employees excluding Transit Operators, time worked in excess of:

- (a) Eight (8) hours in any day for those employees regularly scheduled to work an eight (8) hour day;
- (b) Ten(10) hours in any day for those employees regularly scheduled to work a ten (10) hour shift shall constitute overtime.
- (c) Forty (40) hours in any one (1) week for employees regularly scheduled to work a forty (40) hour week;
- (d) Regular part time employees (Cleaners) who work in excess of four (4) hours in any day or twenty (20) hours in a week;

17.04 Transit Operators either on regular runs or spare work:

Overtime shall be determined on a weekly basis. This shall exclude all Charters with the exception of those scheduled on an emergency basis. Time worked in excess of forty (40) hours worked in a one week period shall constitute overtime and shall be paid at time and one half (1 ½) straight times rates.

17.05 Overtime must be authorized by management or designate, prior to the overtime work.

17.06

(a) Overtime shall be allocated in the first instance to the employee directly and continuously involved in the work during his performance of usual duties. Opportunity shall then be equitably shared among all employees within the site and then division who have the required skill and ability to perform the work required.

(b) Overtime work shall be on a voluntary basis with the understanding that if no senior employee agrees to accept overtime then the most junior employee(s) will be required to work.

17.07 Call Out

An employee called out to work during off duty hours shall be paid a minimum of four (4) hours straight time or time and one half (1 ½) the actual time whichever is greater. If the call out is required for longer than four (4) hours, the employee shall be paid all hours worked at the rate of time and one half (1½) and shall be provided with a meal or an allowance of \$15.00.

17.08 Stand By

Working Foreman or designate assigned to a standby role within a department are to receive remuneration of fourteen (14) regular hours plus actual time worked, during a one (1) week period. This standby role shall be rotated within the department.

17.09 The **EMPLOYER** shall supply the **UNION** with a record of overtime on a minimum of a quarterly basis on a mutually agreed form.

17.10

(a) Any employee required to work more than two (2) hours of overtime beyond the normal workday shall be provided with a meal or an allowance of \$15.00 by the **EMPLOYER**. The **EMPLOYER** shall allow one half hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional four (4) hours overtime.

(b) Employees called out for unscheduled overtime will be provided a meal allowance and half hour breaks every four (4) hours of work. The employee shall not be entitled to a meal allowance if he knew of the call out more than eight (8) hours in advance.

17.11 The employer recognizes the need for continuity in the undertaking of tasks after the normal workday and will make all effort to limit the total number of hours worked during one period to 16 hours.

ARTICLE 18 – VACATIONS

18.01 Employees shall be entitled to vacation leave with pay each calendar year in accordance with service as of December 31st of the previous year as follows;

First year employees shall receive pro-rated vacation based on a percentage of full time equivalent if employment date is after January 1st.

All employees in the bargaining unit, after having completed one (1) years service and under eight (8) shall be entitled to three weeks vacation;

All employees in the bargaining unit, after having completed eight (8) years service and under fifteen (15) years of service shall be entitled to four (4) weeks vacation;

All employees in the bargaining unit, after having completed fifteen (15) years and under twenty (20) years of service shall be entitled to five (5) weeks vacation;

All employees in the bargaining unit, after having completed twenty (20) years shall be entitled to six (6) weeks vacation;

- 18.02 For vacation entitlement purposes, all existing employees will have a vacation date established as of January 1st of their year of hire.
- 18.03 Regular part time employees shall receive vacation on a pro rata basis.
- 18.04 When an employee is being paid under the Workers Compensation Act, they shall continue to accumulate vacation credits for up to one (1) year from the first day of absence on Workers' Compensation.
- 18.05 Employees shall not accumulate vacation during a leave of absence without pay or any other unpaid leave. An employee on lay off shall not accumulate vacation from the date of lay off.
- 18.06 Any holiday falling during vacation shall be given to the employee as an extra (eight (8) hour) days vacation.
- 18.07 Vacation shall be determined on the basis of seniority. Vacation lists shall be posted on an employee bulletin board by March 1st of each year and employees shall indicate the desired dates of their vacation. Employees shall request vacation periods on seniority basis within the department to which they are assigned by April 1st. Employees not applying seniority by April 1st shall lose their right of application of seniority. The final revised list shall be posted by April 30th of each year.
- Management reserves the right to limit the vacation period to three (3) consecutive weeks at one time to help ensure that prime vacation time is available to a majority of employees provided that no more than 15% of the workforce in each department shall be on vacation or sick leave at any one time. Any balance of vacation in excess of the three (3) weeks shall be taken at a time mutually agreed by the employees and Department Head. Prime time shall be considered March break, last two weeks in December, June 1 to September 1.
- 18.08 An employee who is on Long Term Disability shall not accumulate vacation.
- 18.09 Vacation shall be taken during the vacation year (January 1st to December 31st) and no vacation shall be carried forward to the next vacation year.
- 18.10 On termination of employment, employees shall receive vacation pay on a pro rata basis.
- 18.11 For those employees working 40 hour work weeks Sunday to Saturday, call out will only take place up to 12 midnight Saturday before their vacation first starts and after 12 midnight the Saturday prior to their scheduled return to work. Supervisor and working foreman will be informed as to who is on vacation or sick leave.
- 18.12 In case of serious illness requiring hospitalization during vacation, sick leave shall be substituted for vacation.

- 18.13 An employee receiving a higher rate of pay for a minimum of two (2) months immediately prior to vacation shall receive vacation at the higher rate provided he is returning to the classification with the higher rate of pay following the scheduled vacation.
- 18.14 Single vacation days may be used when mutually agreed upon between the employee and the Employer.

ARTICLE 19 – HOLIDAYS

- 19.01 All regular employees shall receive the following holidays with pay each year:

New Years Day	Labour Day
Family Day	Thanksgiving
Good Friday	Remembrance Day
Easter	Christmas Day
Victoria Day	Boxing Day
Canada Day	Davis Day**/Float Day*
First Monday in August	

** Employees working in communities where Davis Day is recognized as a holiday (Glace Bay, Dominion, New Waterford & Sydney Mines) shall take Davis Day as the holiday and shall not be provided with a float day. If the municipality proclaims Davis Day as a holiday, the float day shall be replaced by Davis Day for all employees. An additional holiday will not be assigned.*

***Union members will not be required to collect garbage on Davis Day in communities which celebrate Davis Day.*

Any other days proclaimed by the Municipal, Provincial or Federal government.

- 19.02 All holidays shall be compensated at eight (8) hour days for regular full time employees.
- 19.03
- a) Employees required to work during the calendar day of the holiday shall be compensated at a rate of time and one half (1 ½) for all hours worked on the holiday, in addition to their holiday pay, except for Christmas Day, New Years Day, and Labour Day which shall be paid at double time.
 - b) In the case of seven (7) day per week operations, employees requesting time off in lieu of stat. day payment may be granted same depending upon availability of staff. Request should be on an agreed to form submitted to the Supervisor fourteen (14) days prior to the holiday. The Supervisor shall respond within four (4) days. Such requests shall not be unreasonably denied.
- 19.04 When a paid holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours at straight time rates or receive an additional eight (8) hour day off in lieu of the holiday.

- 19.05 An employee being paid under the Workers' Compensation Act shall not receive payment or time off with pay in lieu of holidays falling during the period that the employee is on Workers' Compensation.
- 19.06 Employees required to work on New Years Eve and Christmas Eve shall suffer no loss of pay if their regular place of work is closed by the **EMPLOYER**.
- 19.07 In order to qualify for holiday benefits an employee shall work their last scheduled work day prior to the holiday and the scheduled work day following the holiday or have been on a paid leave of absence on either or both of those scheduled days.
- 19.08 When any of the above holidays falls on a Saturday or a Sunday and is not declared as being observed on another day the following Monday or Tuesday where the Monday is declared or proclaimed a holiday shall be deemed to be the holiday for the purpose of this agreement.
- 19.09 Employees shall not be entitled to statutory holiday pay during a leave of absence without pay or any other unpaid leave of absence.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident for which Worker's Compensation is not payable under the Workers' Compensation Act.
- 20.02 An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if they are not receiving pay for that day and providing that they have sufficient sick leave credits.
- 20.03 Regular full time employees shall accumulate eighteen (18) sick days per year and shall earn those days at the rate of one and one half (1½) days per month paid. Sick leave accumulation shall be prorated based on hours worked for part time employees. For employees who work at Transit the accumulation shall be converted to hours.
- 20.04 The maximum accumulation shall be one hundred & twenty (120) days.
- 20.05 Employees currently in the former City of Sydney sick leave plan (17 week program) will be grandfathered for the life of this Agreement as outlined in Appendix "C".
- 20.06 All new employees shall become and remain members of the accumulated sick leave plan.
- 20.07 The **EMPLOYER** may require the employee to provide proof of illness from a medical practitioner on a form provided by the **EMPLOYER**. The **EMPLOYER** may require that the employee be examined by a Medical Practitioner designated by the CBRM.

20.08 The Confidentiality of Health Information

The confidentiality of health and medical information about employees is recognized by the **EMPLOYER** and the **UNION**. Therefore, the **EMPLOYER** and Union representatives who have access to this information, will ensure its confidentiality. The **EMPLOYER** also agrees that the medical information of an employee provided to the **EMPLOYER** will not be divulged to a third party without the Employee's consent or as otherwise required by law.

20.09 Recovery of Benefits Resulting from Third Party Action

Where sickness or injury is caused by the fault or neglect of another party, the employee shall include the cost of any sick leave benefits received from the **EMPLOYER** in any claim they may have or make against such other party. The amount of any sick leave benefit recovered by any action or settlement shall be returned to the **EMPLOYER**. Should the **EMPLOYER** recover sick leave benefits, time recovered shall, where applicable, be placed in the Employee's sick leave bank.

20.10 After fifteen (15) years of service (not including leaves of absence), employees shall receive on resignation, death or retirement fifty (50%) percent of their total accumulated sick leave credits.

ARTICLE 21 – WORKERS' COMPENSATION

21.01 When an employee is off work due to an accident or occupational illness resulting from their employment and which is approved as compensable by the Workers Compensation Board, the **EMPLOYER** shall pay the first two (2) days of compensable injury not paid by Workers Compensation as sick days provided that the employee has sufficient sick days and that this Article does not contravene the Workers Compensation Act.

21.02 When an employee is off work due to an accident or occupational illness resulting from their employment and which is approved as compensable by the Workers Compensation Board, the employee may make application on a form provided by the **EMPLOYER** for advance payment of \$200 (two hundred dollars) per week for the first two (2) weeks of absence.

21.03

- a) The **EMPLOYER** agrees to pay one hundred percent (100%) of group benefits for the first six (6) months effective thirty (30) calendar days from the first day of absence. After six (6) months the **EMPLOYER** and **EMPLOYEE** shall continue their respective contributions to the group benefits for 12 (twelve) months. After eighteen (18) months from the first day of absence employees who wish to maintain group benefits shall be responsible for one hundred percent (100%) of the premium costs.
- b) The **EMPLOYER** and the **EMPLOYEE** shall continue their respective contributions to the pension plan for the first eighteen (18) months of compensation. Employees shall have the option of continuing to pay 100% of their pension after eighteen (18) months while on Workers' Compensation.

21.04 An employee in receipt of Workers' Compensation benefits for a period in excess of one (1) year shall cease to accumulate vacation. Vacation accumulated during the one year shall be credited to the employee if he returns to work.

21.05

- a) Employees on Workers' Compensation shall not lose seniority.
- b) Time covered by an active WCB claim will be considered in the calculation of sick incentive.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 **General Leave** - The **EMPLOYER** may grant a leave of absence without pay to a maximum of one (1) year, to any employee requesting such leave for good and sufficient cause, such request shall be in writing on a form provided by the **EMPLOYER**.

22.02 **Political Leave** -The **EMPLOYER** recognises the right of an employee to participate in public affairs. Therefore, upon written request, the **EMPLOYER** may allow unpaid leave of absence so that the employee may be a candidate in federal, or provincial elections. The employee shall continue to accumulate seniority.

22.03 **Political Office** - The **EMPLOYER** shall grant to an employee elected to public office a leave of absence without pay for the duration of one (1) term of public office. The employee shall continue to accumulate seniority.

22.04 **Union Office** - An employee who is elected or selected for a full time position with the **UNION**, or any body with which the **UNION** is affiliated, shall be granted unpaid leave of absence. Such leave may be renewed on request during the term of office. The employee shall continue to accumulate seniority.

22.05 **Upgrading** – An employee who wishes to upgrade himself by education or trades training may be granted up to two (2) years leave of absence without pay. The employee shall continue to accumulate seniority.

22.06 An employee granted a leave of absence without pay shall accumulate seniority but shall not accrue any other benefits of the Collective Agreement. During a leave of absence without pay the employee shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions)

22.07 Application for a leave of absence without pay shall be submitted to the **EMPLOYER** on a form provided by the **EMPLOYER** at least four (4) weeks prior to the beginning of the leave. Under extenuating circumstances a period of less than four (4) weeks will be considered by the **EMPLOYER**.

ARTICLE 23- MATERNITY, PARENTAL AND ADOPTION LEAVE

- 23.01 The **EMPLOYER** shall provide a leave of absence without pay and without loss of seniority and service for up to seventeen (17) weeks for Maternity and up to thirty-five (35) weeks leave of absence without pay and without loss of seniority and service for parental or adoption leave. Where leave of absence is requested for both maternity leave and parental leave, the leaves of absence shall be taken consecutively.
- 23.02 The employee shall provide the Department Head with four (4) weeks notice prior to the beginning of the maternity/parental leave or adoption leave.
- 23.03 In the event that the employee has commenced parental leave, and the child for which parental leave was granted is hospitalized for a period exceeding one week, the employee(s) may return to work and defer the unused portion of the leave until the child is discharged from the hospital.
- 23.04 While employees are on maternity leave (not parental or adoption leave) and receiving EI benefits the **EMPLOYER** shall top up their Employment Insurance Benefits so the Employee receives seventy-five percent (75%) of her gross pay (less statutory deductions).
- 23.05 Vacation credits shall accumulate while on a leave of absence for maternity leave (not parental or adoption leave).
- 23.06 Employees on maternity leave/parental leave/adoption leave shall have the option to pay their respective contributions to pension and group insurance as defined in Article 26- Pension and Article 27- Group Insurance.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 If a death occurs in the immediate family of an employee bereavement leave shall not start until the day following the death of that person.
- 24.02 Employees shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of the death of parent, spouse, common law spouse, brother, sister, grandchild, son, daughter, step parent or step child.
- Employees shall be granted three (3) consecutive days leave without loss of pay and benefits in the case of the death of grandparent, mother in-law, father-in-law, brother-in-law, sister in-law, son-in-law, or daughter-in-law, step siblings.
- 24.03 Employees shall receive one (1) day off to attend the funeral of an aunt or uncle provided that they attend the funeral or other service.
- 24.04 An additional two (2) days shall be granted if the death occurs outside of Cape Breton and the employee attends the funeral.
- 24.05 Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.

- 24.06 Additional leave may be granted at the discretion of the Department Head.
- 24.07 If a death occurs, as outlined in 24.02, during scheduled vacation, bereavement leave shall be substituted and the vacation shall be rescheduled at a later date.
- 24.08 Where an employee has been requested and has agreed to act as a pallbearer, time off work shall be granted without loss of pay to attend the funeral or other service. Where such a request involves more than one employee equal consideration shall be granted.

ARTICLE 25 - JURY DUTY

- 25.01 The **EMPLOYER** shall grant a leave of absence without loss of seniority and benefits to an employee who serves as a juror. The **EMPLOYER** shall grant a leave of absence without loss of seniority and benefits to an employee who is subpoenaed to serve as a court witness in any matter arising out of his employment. The **EMPLOYER** shall pay such employee their regular straight time pay for each day as long as the remuneration from the Court is returned to CBRM and provided the employee would otherwise have been scheduled to work for the **EMPLOYER** and does not work.
- 25.02 The employee must give prior notice to the **EMPLOYER** and shall present proof of service.

ARTICLE 26 – PENSION

- 26.01
- a. “Effective the 1st day of February, 2018, all Employees of the Employer shall cease to be Members of the CBRM Pension Plan”
 - b. “Effective the 1st day of February, 2018, all Employees of the Employer shall participate in the PSSP as Members of the PSSP in accordance with the terms and conditions of that Plan, now in effect and however changed in the future”
 - c. “CBRM shall participate in the PSSP as an Employer of the Members of the bargaining unit in accordance with the terms and conditions of the PSSP now in effect and however changed in the future”
 - d. “The participation of Members of the Union in the PSSP shall be in accordance with the agreement in principle signed by the parties on the 22nd day of September, attached hereto as Appendix ‘A’”
 - e. “The participation of the Employees in the PSSP shall be subject to, and must be in accordance with, the Transfer Agreement signed between CBRM and the Public Service Superannuation Plan Trustee Incorporated, effective the 1st day of February, 2018.

ARTICLE 27 - GROUP INSURANCE

- 27.01 The **EMPLOYER** shall provide a group insurance plan, which shall include a medical plan, dental, life insurance, accidental death and dismemberment and long-term disability. All employees, as a condition of employment, shall become and remain members of the plan in accordance with the terms of the group benefit contract. The **EMPLOYER** shall pay 60% of the cost of the plan and the employee shall pay 40%.
- 27.02 Both parties recognizing that Group Employee Plans are expensive to the employee and **EMPLOYER** and that group experience may result in increased premiums being charged by the insurance carrier. Before renewal at higher premium costs, the **EMPLOYER** shall sit down with the **UNION** with a view to restricting the overall cost of the plan.

ARTICLE 28 – CLOTHING AND EQUIPMENT

- 28.01 Suitable rain wear, boots, gloves and coveralls will be made available to all employees where required and as required at the discretion of the Supervisor. Damaged or worn out clothing shall be returned for replacement. All clothing provided shall be kept clean and worn in a respectful manner.
- ◆ 1 pair of summer coveralls regular or bib or 2 pairs of pants & 2 short sleeve and 2 long sleeve shirts
 - ◆ 1 pair of winter coveralls regular or bib and hooded or 1 winter parka where required
 - ◆ Mechanical - two additional pairs summer coveralls
 - ◆ Rain gear
 - ◆ Work gloves
 - ◆ Rubber boots
 - ◆ Welding - protective clothing
 - ◆ 1 pair of work boots or shoes (& 1 additional pair of boots for asphalt repair)
 - ◆ 2 smocks (cleaners) or two uniforms (pants & shirts)
 - ◆ Work boots or work shoes will be provided for cleaners if required by Occupational Health & Safety.
- 28.02 All employees shall wear issued clothing during working hours. The **EMPLOYER** reserves the right to determine the colour and style of issued clothing.
- 28.03 Employees in the mechanical department who are required to maintain their own tools shall receive an allowance of \$550.00 per annum.

ARTICLE 29 – UNIFORMS

- 29.01 Where the **EMPLOYER** designates that employees shall wear specific uniforms, such uniforms must be worn at all times in the performance of the employee's duties. Upon completion of the first sixty days of employment, a new employee shall be provided with a uniform.
- 29.02 If an employee leaves the employ of the **EMPLOYER** they shall return to the **EMPLOYER** all uniforms in his possession.
- 29.03 Uniforms shall only be worn when on duty. Repairs to uniforms will be the responsibility of the **EMPLOYER**.
- 29.04 Uniforms shall consist of the following items:
- ◆ one cap (optional)
 - ◆ one winter coat
 - ◆ one light-weight jacket
 - ◆ two pairs of trousers
 - ◆ three shirts
 - ◆ one neck tie (optional)
 - ◆ one pair of shoes or boots

Replacement will be on an as and when required basis.

- 29.05 If a uniform is not available for a new employee within sixty (60) days the **EMPLOYER** shall supply a substitute until the uniform becomes available.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

- 30.01 The parties agree to establish and continue a confidential EAP program for the benefit of employees.
- 30.02 Without detracting from the existing rights and obligations of the parties and recognizing other provisions of this agreement, the **EMPLOYER** and **UNION** agree to cooperate and encourage the employee afflicted with alcoholism or drug dependency or personal problems to undergo a coordinated program directed to the objective of their rehabilitation, in a safe and confidential manner.
- 30.03 If time off is required it shall be taken as sick time provided that the employee has sick time accumulated.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

- 31.01 The **EMPLOYER** and **UNION** agree to formulate a committee to be known as the Occupational Health and Safety Committee. Such committee shall consist of two (2) representatives selected by the **UNION** and two (2) representatives of the **EMPLOYER**. Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act* and Regulations.
- 31.02 Committee members shall have time off with pay during regular hours of work for committee meetings and other duties.
- 31.03 Union Occupational Health and Safety Committee members who apply for and who are approved by the **EMPLOYER** to attend Occupational Health and Safety Training Programs that are provided through the **EMPLOYER** or the Union shall be entitled to time off work with no loss of earnings or seniority.

ARTICLE 32 – MILEAGE

- 32.01 An employee who is authorized by their immediate management supervisor to use his automobile for **EMPLOYER's** business shall be reimbursed at the rate of the CBRM Travel Policy.

ARTICLE 33 – WAGES

- 33.01 The **EMPLOYER** shall pay employees the salaries and benefits as stipulated in Appendix "B".
- 33.02 Employees shall be paid weekly on Thursdays by direct deposit with a list showing earnings and deductions with each pay.
- 33.03 An employee required to work in a lower classification during the course of his normal daily activities will continue to receive the rate for the classification he is normally paid for. If required to work in a higher classification he will be paid the higher rate of that classification.
- 33.04 All Employees who work between 18:00 hours and 06:00 hours will receive a shift premium of \$1.00 for all regular hours worked.

ARTICLE 34 – NEW CLASSIFICATIONS

- 34.01 When any classification not covered by Appendix "B" is established during the term of this agreement, the rate of pay shall be subject to negotiation between the **EMPLOYER** and the **UNION**. The **EMPLOYER** may set a rate for the trial period after which negotiations will take place with the **UNION**. If the parties are unable to agree on a rate of pay of the job in question, such dispute shall be submitted to grievance.

ARTICLE 35 – DRIVING LICENSES

- 35.01 Employees who require a drivers license to operate equipment or vehicles in the employ of the CBRM are responsible to inform the **EMPLOYER** of any change in driving status. Failure to notify will result in disciplinary action. The **EMPLOYER** may request a certified drivers abstract from any operator at any time. The **EMPLOYER** agrees to reimburse employee for cost of abstract.
- 35.02 When a Transit Operator is requested to take a medical for licensing purposes at the **EMPLOYER'S** request then the **EMPLOYER** will be responsible for the full cost of such medical examination, and the time required, up to four (4) hours, to take such examination. Examination must be by the **EMPLOYER'S** doctor if the **EMPLOYER** so directs.
- 35.03 The **EMPLOYER** agrees to pay for Transit Operators licenses (Class 2), with receipt provided upon request.

ARTICLE 36 – CORRESPONDENCE

- 36.01 The **EMPLOYER** agrees to make available to the Secretary of the **UNION** upon request, copies of all public Council and Standing Council Committee Agendas and Minutes.
- 36.02 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of Human Resources of the CBRM and the Secretary of the **UNION**.
- 36.03 On the request of the Secretary of the **UNION**, the **EMPLOYER** agrees to make available any reports or recommendations about to be presented to open sessions of Council dealing with matters of policy which affect employees within this bargaining unit.

ARTICLE 37- AMALGAMATION-REGIONALIZATION & MERGER PROTECTION

- 37.01 In the event the **EMPLOYER** merges or amalgamates with any other body, the **EMPLOYER** shall ensure that:
- (a) CBRM employees doing similar work will be given equal and fair opportunity for employment with the new **EMPLOYER**.
 - (b) Employees shall be credited with all seniority rights with the new **EMPLOYER**.
 - (c) All service credits relating to vacations with pay, sick leave credits, and other benefits shall be recognized by the new employer.

ARTICLE 38 - SICK LEAVE INCENTIVE PLAN

38.01 That the **EMPLOYER** agrees to a sick leave incentive plan payable at the end of each year on the following basis:

- a) an employee who uses less than five (5) sick days during a year shall receive five hundred dollars (\$500.00);
- b) an employee who uses less than seven (7) days during a year shall receive four hundred dollars (\$400.00);
- c) an employee who uses less than eight (8) days during a year shall receive three hundred dollars (\$300.00);
- d) an employee who uses less than nine (9) days during a year shall receive two hundred dollars (\$200.00);
- e) an employee who uses less than ten (10) days during a year shall receive one hundred dollars (\$100.00).

38.02 Annual payment to be made the first week of December and shall be based on calculations for the period November 1 to October 31st.

38.03 For employees who work twelve (12) hour shifts sick leave incentive shall be converted to equivalent hours for the purpose of Article 38 (example - one day means eight hours)

ARTICLE 39 – CONTRACTING OUT

39.01 The parties hereto agree that for the term of this Agreement there shall be no restriction on contracting-out by the **EMPLOYER** of the work or services of a kind now performed by employees herein represented; provided, however, that no permanent employee of the **EMPLOYER** shall, as a result of such contracting out thereby be laid off or lose employment.

The **EMPLOYER** shall give thirty (30) calendar days, prior notice to the **UNION** of its intent to contract out work. No notice of contracting out is required and Article 39.01 shall not apply to the following:

- a) the work is not currently performed by members of the bargaining unit,
or;
- b) the work is currently contracted out,
or;
- c) the work involves the rental of operated or non-operated equipment for periods of thirty (30) days or less.

Should there be a dispute between the parties regarding the interpretation of A, B, and C, above, the burden of proof to establish that any work or services meet the criteria of A, B, and C shall rest with the **EMPLOYER**.

ARTICLE 40 - DURATION AND RENEWAL

40.01 This agreement shall be binding on the Parties and shall remain in effect from November 1, 2016 until October 31, 2020, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of three (3) months of the expiry date of this agreement that it desires to negotiate a new collective agreement.

40.02 During the term of this agreement, any change deemed necessary in this agreement may be made by mutual agreement between the **EMPLOYER** and the Union.

40.03 The provisions of wage Appendix "B" shall be retroactive to November 1, 2016 except as otherwise specified in the agreement or in Appendix "B".

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals hereto the day and year first above written.

WITNESS:) **The Cape Breton Regional Municipality**
)
)
)
) Per: _____
) Mayor

)
)
) Per: _____
) Municipal Clerk

WITNESS:) **Canadian Union Of Public Employees**
) **Local 759**
)
)
) Per: _____
) President

)
)
) Per: _____
) Secretary

SIGNED
this day of

APPENDIX A – AGREEMENT IN PRINCIPLE

Appendix A

AGREEMENT IN PRINCIPLE

BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY
(hereinafter referred to as "CBRM")

OF THE FIRST PART

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 759

(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS CBRM and the Union (together the "Parties"), along with other bargaining agents representing members of the Cape Breton Regional Municipality Pension Plan (the "CBRM Pension Plan"), have been engaged in discussions regarding the enhancement of retirement options for both retired and active members of the CBRM Pension Plan;

AND WHEREAS with the passage of the *Municipal and Other Authorities Pension Plan Transfer Act*, SNS 2016, c. 19 (also known as Bill 55) (the "Act"), the CBRM and the Union have agreed to transfer the assets and liabilities related to the Union's members in the CBRM Pension Plan into the Public Service Superannuation Plan (the "PSSP") in accordance with the terms set out in this agreement (the "Agreement in Principle");

AND WHEREAS the Act requires an agreement regarding the transfer (the "Transfer Agreement") to be negotiated and entered into between the CBRM and the Trustee of the PSSP;

AND WHEREAS the Parties desire the transfer to be effective on September 1, 2017 or such other date as the Parties agree (the "Transfer Date");

AND WHEREAS the Act requires that, before entering into the Transfer Agreement, CBRM shall cause a vote of the transferring members of the CBRM Pension Plan be held, and that a majority of the members to whom the transfer is to apply who cast a vote support the proposed transfer;

AND WHEREAS the existing collective agreement between CBRM and the Union (the "Collective Agreement") requires participation of the Union's members in the CBRM Pension Plan;

AND WHEREAS provided the transfer occurs, an amendment to the Collective Agreement will be required to recognize the new pension arrangements;

AND WHEREAS the Parties wish to take such steps as are necessary to facilitate the transfer herein contemplated;

NOW, THEREFORE the Parties agree to the following:

- 2 -

1. Subject to the terms and conditions set out in this Agreement in Principle, the Union's members, along with all assets and liabilities associated with their participation in the CBRM Pension Plan, shall be transferred to the PSSP in accordance with the Transfer Agreement.
2. A guiding principle of the Transfer Agreement will be that the amount of pension accrued for each individual under the CBRM Pension Plan as at the Transfer Date will be fully protected in the PSSP.
3. The Transfer Agreement, which will be negotiated between CBRM and the Trustee of the PSSP, shall be acceptable to both Parties and, at a minimum, contain the following terms and conditions:
 - (a) Pensionable service of active members of the CBRM Pension Plan as at the Transfer Date, adjusted as contemplated herein shall be transferred to the PSSP and benefits will be paid in the future from the PSSP under the terms and conditions of the PSSP;
 - (b) Once transferred, should the pension payable from the PSSP (both in respect of the pension payable prior to age 65 and after age 65) at the date of a member's retirement, termination or death, in respect to the pensionable service transferred be less than the member's pension payable under the CBRM Pension Plan at the Transfer Date, the pension payable under the PSSP in respect of that transferred service will be increased to the amount that would have been payable under the CBRM Pension Plan in respect of that service;
 - (c) Pensions in pay at the Transfer Date shall be paid from the PSSP in the same form and amount (eg. a joint and survivor 66.67% pension; or a 10 year guarantee) as payable under the CBRM Pension Plan, and each retired member shall be entitled to the same post-retirement indexing as other PSSP members after the Transfer Date;
 - (d) On the Transfer Date, the accrued lifetime pension of each active member based on his or her service in the CBRM Plan shall be determined under the PSSP lifetime pension formula. If it is greater than the accrued lifetime pension determined on the same service under the CBRM pension formula, the pensionable service transferred to the PSSP for such a member shall be adjusted down such that the accrued lifetime pension under the PSSP formula equals the member's CBRM lifetime pension on the Transfer Date;
 - (e) Commencing on the Transfer Date, service of all members will accrue under the PSSP.
 - (f) In addition to any adjustments to service contemplated in subparagraph 3(d) above, in the event that the assets in the CBRM Pension Plan as at the Transfer Date are not sufficient to fund all members' benefits, a further adjustment to each member's pensionable service at the Transfer Date will be made so that the benefits being transferred are fully funded. Such adjustment shall be made in an equitable manner as determined by the CBRM Pension Plan's actuary. If after those further adjustments, the assets of the CBRM Pension Plan are still not sufficient to fully fund the benefits to be transferred, CBRM shall pay such additional amounts to the PSSP as are necessary to fully fund the benefits. This paragraph 3(f) does not in any way alter the effect of paragraph 3(b) above to

- 3 -

fully protect the amount of pension accrued under the CBRM Pension Plan with respect to service in that plan at the Transfer Date.


- (g) Any service lost in accordance with subparagraph 3(d) or 3(f) herein can be purchased under the PSSP by the member at 100% of the cost;
 - (h) All service under the CBRM Pension Plan, regardless of any adjustment in accordance with subparagraph 3(d) or 3(f) herein, will count and be used to determine eligibility for any purpose (including for early retirement) under the PSSP.
 - (i) If the assets in the CBRM Pension Plan at the Transfer Date are more than sufficient to fund all members' benefits, such excess assets will be used to increase the benefits of the CBRM members on a *pro rata* basis as determined by the actuary of the CBRM Pension Plan, subject to any limitation under the *Income Tax Act (Canada)*.
4. Until the Transfer Date, CBRM shall continue to contribute to the CBRM Pension Plan in accordance with the requirements of that plan. Subsequent to the Transfer Date, CBRM shall participate in and contribute to the PSSP in accordance with the requirements of the PSSP.
 5. This Agreement in Principle is conditional upon approval by the Union's members who are affected by the transfer. Those members shall, as required by the Act, be provided an opportunity to vote on the transfer of their pensions to the PSSP prior to the Transfer Agreement being entered into by the CBRM. Provided a majority of those members voting vote in favour of the transfer, this condition shall be met.
 6. It is anticipated that the vote contemplated in paragraph 5 above will be structured in such a way as to also constitute a ratification vote by the affected members of the amendments to the Collective Agreement necessitated by the change in pension arrangements. Subject to such ratification vote, the Collective Agreement shall, effective upon the Transfer Date, be amended to delete Article 26 [equivalent Articles of the other unions' collective agreements to be substituted here] and to add provisions which require as follows [Note, the following list is subject to change as it may not be exhaustive, and each union will want input into the content:
 - all employees shall participate in the Public Service Superannuation Plan;
 - the employer shall participate and contribute to the Public Service Superannuation Plan in accordance with its terms;
 - the participation of the employees in the Public Service Superannuation Plan is subject to and must be in accordance with the Agreement in Principle between the Union and CBRM dated September 22, 2017, which is attached as Schedule "A" to this Collective Agreement, forms part hereof, and is enforceable in accordance with the terms hereof; and
 - further, the participation of the employees in the Public Service Superannuation Plan is subject to and must be in accordance with the terms of the Transfer Agreement dated January 28, 2018, which is attached as Schedule "B" to this Collective Agreement, forms part hereof, and is enforceable in accordance with the terms hereof.

7. This Agreement in Principle is enforceable in accordance with the grievance and arbitration provisions of the Collective Agreement.

**THE CAPE BRETON REGIONAL
MUNICIPALITY**

SIGNED:

This 22 day of September - 2017

Per: 
Title Personnel Administrator

Per: _____
Title

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 759**

SIGNED:

This _____ day of _____ 2017

Per: 
Title

Per: _____
Title

APPENDIX B - WAGES AND CLASSIFICATIONS

CONTRACT CLASSIFICATION	Nov. 1, 2015	Nov. 1, 2016	Nov. 1, 2017	Nov. 1, 2018	Nov. 1, 2019
Working Foreman	27.40	27.95	28.51	29.08	29.37
Trades (Journeyman)	26.40	26.93	27.47	28.02	28.30
ODRC Water/Waste Water Treatment Plant - Charge Operator	30.01	30.61	31.22	31.85	32.17
ODRC Water/Waste Water Treatment Plant - Operator Level 3	26.79	27.33	27.87	28.43	28.71
ODRC Water/Waste Water Treatment Plant - Operator Level 2	25.97	26.49	27.02	27.56	27.84
ODRC Water/Waste Water Treatment Plant - Operator Level 1	25.11	25.61	26.12	26.65	26.91
Water/Waste Water Treatment Plant Operator In Training	24.32	24.81	25.30	25.81	26.07
Heavy Equipment Operator	25.43	25.94	26.46	26.99	27.26
Timekeeper	25.81	26.33	26.85	27.39	27.66
Utility Service	25.11	25.61	26.12	26.65	26.91
Labourer	24.32	24.81	25.30	25.81	26.07
Cleaner	15.74	16.05	16.38	16.70	16.87
Janitor	19.66	20.05	20.45	20.86	21.07
Transit Operator	22.69	23.14	23.61	24.08	24.32
Service Person Transit	23.15	23.61	24.09	24.57	24.81

- Charge hand, lead hand, etc., will be paid an increment per hour when assigned to lead group(s) of employees. Appointment of charge hands will be done on an as needed basis by the immediate supervisor or manager. The increment is 50 cents per hour.
- An employee required to work in a lower classification will continue to receive the rate for the classification he is normally paid for. If required to work in a higher classification he will be paid the higher rate of that classification.
- On signing of the contract, all employees who work between 18:00 hours and 06:00 hours will receive a shift premium of \$1.00 for all regular hours worked.
- On signing of the contract, Gerald Steeves will be classified as Utility Service.

APPENDIX C - FORMER CITY OF SYDNEY SICK LEAVE PLAN

- (i) The City will provide, at no expense to the eligible employees, a conventional short term income continuance plan in the vent of their absence due to illness or accident and provided documentation is filed according to the present collective agreements. Benefits are paid in the following manner:

<i>Length of Service</i>	<i>Sick Leave Benefit</i>
Less than 1 year	100% of income for 1 week 60% of income for 16 weeks
1 year but less than 3 years	100% of income for 2 weeks 60% of income for 15 weeks
3 years but less than 5 years	100% of income for 4 weeks 60% of income for 13 weeks
5 years but less than 7 years	100% of income for 6 weeks 60% of income for 11 weeks
7 years but less than 9 years	100% of income for 8 weeks 60% of income for 9 weeks
9 years but less than 10 years	100% of income for 11 weeks 60% of income for 6 weeks
10 years but less than 12 years	100% of income for 13 weeks 60% of income for 4 weeks
12 years but less than 15 year	100% of income for 15 weeks 60% of income for 2 weeks
15 years and over	100% of income for 17 weeks

If an employee claims under the above program, the following rules will apply :

If an employee returns to active employment and is once again disabled from accident or illness, the complete benefits will be reinstated in the following manner:

- After 30 days if the new disability is unrelated to the prior accident or illness
- After 90 days if the disability is a continuance of the prior absence

Upon expiry of benefits under the above plan, it will be necessary for the employee to utilize any sick days accumulated in the sick leave bank.

APPENDIX D – DEPARTMENTS - CHANGES

1. Maintenance Department - Street, Traffic, (Purchasing) Stock Room Garbage Collection
2. Water/Waste Water
3. Mechanical - Fleet
4. Solid Waste
5. Parks & Grounds & Buildings Maintenance - Janitors, Cleaners, Rinks, (Recreation),
6. Quality Control - Senior Plant Operators
7. Transit

ADDENDUM E – LETTER OF INTENT RE GROUP INSURANCE**CBRM***A Community of Communities***Cape Breton Regional Municipality**320 Esplanade
Sydney, Nova Scotia
B1P 7B9
Tel: 902-563-5059
Fax: 902-563-5582Angus Fleming
Director of Human Resources

May 10, 2007

*Without Prejudice*Mr. Joe Currie
President
CUPE Local 759

Dear Mr. Currie:

RE: Article 27 – Group Insurance

As a result of the conciliation process held on May 10, 2007, CBRM agrees that no changes will be made to the benefit package currently provided to members of the bargaining unit without mutual agreement of Local 759 and CBRM.

Yours truly,

Angus Fleming
Director of Human Resources

:jm

C Ken Zwicker
John Evans
Mike MacKeigan
Donnie Burke

