

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CAPE BRETON REGIONAL MUNICIPALITY**

**AND**

**THE CAPE BRETON REGIONAL MUNICIPALITY  
BOARD OF POLICE COMMISSIONERS**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 761  
The Crosswalk Guards**



**July 1, 2022 to June 30, 2027**

# Index

|   |    |
|---|----|
| ARTICLE 1 - PREAMBLE.....                         | 1  |
| ARTICLE 2 - DEFINITIONS .....                     | 2  |
| ARTICLE 3 - MANAGEMENT RIGHTS.....                | 2  |
| ARTICLE 4 - RECOGNITION AND NEGOTIATION .....     | 3  |
| ARTICLE 5 - NO DISCRIMINATION .....               | 3  |
| ARTICLE 6 - UNION SECURITY AND CHECK-OFF .....    | 3  |
| ARTICLE 7 - PROBATIONARY EMPLOYEES.....           | 4  |
| ARTICLE 8 - SENIORITY .....                       | 4  |
| ARTICLE 9 - STAFF CHANGES .....                   | 5  |
| ARTICLE 10 - LAY-OFFS AND RECALL.....             | 5  |
| ARTICLE 11 - HOURS OF WORK.....                   | 6  |
| ARTICLE 12 - OVERTIME .....                       | 6  |
| ARTICLE 13 - VACATIONS.....                       | 6  |
| ARTICLE 14 - STATUTORY HOLIDAYS.....              | 7  |
| ARTICLE 15 - SICK LEAVE .....                     | 7  |
| ARTICLE 16 - GRIEVANCE PROCEDURE .....            | 8  |
| ARTICLE 17 - LABOUR MANAGEMENT RELATIONS .....    | 10 |
| ARTICLE 18 - UNION BUSINESS.....                  | 10 |
| ARTICLE 19 - LEAVES OF ABSENCE.....               | 11 |
| ARTICLE 20 - MATERNITY AND PARENTAL LEAVE .....   | 11 |
| ARTICLE 21 - BEREAVEMENT LEAVE.....               | 11 |
| ARTICLE 22 - JURY DUTY.....                       | 12 |
| ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY ..... | 12 |
| ARTICLE 24 - PENSION .....                        | 12 |
| ARTICLE 25 - GROUP BENEFITS.....                  | 13 |
| ARTICLE 26 - CLOTHING.....                        | 13 |
| ARTICLE 27 - NEW CLASSIFICATION .....             | 13 |
| ARTICLE 28 - MUTUAL AGREED CHANGES.....           | 14 |
| ARTICLE 29 - PAYMENT OF WAGES.....                | 14 |
| ARTICLE 30 - TRANSFER OF BUSINESS .....           | 14 |
| ARTICLE 31 - NO STRIKE OR LOCK OUT .....          | 14 |
| ARTICLE 32 - WORKERS COMPENSATION .....           | 15 |
| ARTICLE 33 - DISCHARGE & SUSPENSION .....         | 15 |
| ARTICLE 34 - EMPLOYEE ASSISTANCE PROGRAM .....    | 16 |
| ARTICLE 35 - CORRESPONDENCE .....                 | 16 |
| ARTICLE 36 - DURATION AND RENEWAL .....           | 16 |
| APPENDIX A - WAGES.....                           | 18 |
| CLASSIFICATION.....                               | 18 |

**COLLECTIVE AGREEMENT**

**CROSSWALK GUARDS**

**THIS AGREEMENT** is effective from the 1<sup>st</sup> day of July, 2022, to the 30<sup>th</sup> day of June, 2027.

**BETWEEN:**

**THE CAPE BRETON REGIONAL MUNICIPALITY,**  
(hereinafter referred to as the "MUNICIPALITY")

AND

**THE CAPE BRETON REGIONAL MUNICIPALITY  
BOARD OF POLICE COMMISSIONERS**  
(hereinafter referred to as the "COMMISSION")

(hereinafter collectively referred to as the "EMPLOYER")

AND

**THE CROSSWALK GUARDS, UNION, LOCAL 761,**  
chartered by the Canadian Union of Public Employees,  
and affiliated with the Canadian Labour Congress, and  
hereinafter referred to as the "UNION",

**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 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**

- 2.00 The **LOCAL** shall mean **CUPE Local 761**.
- 2.01 **A Regular Part Time Crosswalk Guard** is one who occupies a regular position with the Municipality.
- 2.02 **A Spare Crosswalk Guard** is one who works on a day to day basis as required **and normally have no scheduled hours**. The benefits of this agreement do not apply to spare crosswalk guards except that they receive the hourly rate for the classification.
- 2.03 **Day** shall for the purpose of sick time, vacation, holidays, and bereavement leave equal four (4) hours.
- 2.04 **School Year** shall mean the first day of work in September to the last school day in June of each year.
- 2.05 **The EMPLOYER** shall mean the Cape Breton Regional Municipality Board of Police Commissioners.
- 2.06 **The UNION** shall mean the Canadian Union of Public Employees.
- 2.07 **CBRM** shall mean the Cape Breton Regional Municipality.
- 2.08 For the purpose of this Agreement the female shall be deemed to include the male and vice versa.
- 2.09 **"Term Employee"** When a Spare Crosswalk Guard is hired for a designated period, to replace a regular Employee, the Spare Crosswalk Guard shall not accumulate seniority but will qualify for all other benefits of the Collective Agreement on a pro rata basis, except group benefits and pensions. If the spare crosswalk guard becomes a regular crosswalk guard without a break in service, seniority shall be from the first day of continuous employment when the spare was hired for a designated period.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Local acknowledges that subject to the terms of this Agreement, it is the exclusive function of the EMPLOYER to:
  - a) maintain order, discipline and efficiency;
  - b) hire, suspend, discharge, direct, transfer, 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, or disciplined without just cause or laid off for non-disciplinary reasons shall be subject of a grievance under the Grievance Procedure;
  - c) operate and manage its business in all respects in accordance with its commitments and responsibilities.

- 3.02 The EMPLOYER shall possess and exercise all rights and functions, powers privileges and authority with regard to the management and operation of the organization except as such are limited by terms of this Agreement.

#### **ARTICLE 4 - RECOGNITION AND NEGOTIATION**

- 4.01 The EMPLOYER recognizes the Canadian Union of Public Employees and its Local 761 as the sole and exclusive collective bargaining agent for all regular part time crosswalk guards excluding 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.
- 4.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies when employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee.
- 4.03 No employee shall be required or permitted to make any written or verbal agreement with the EMPLOYER or his representatives that may conflict with the terms of this agreement.
- 4.04 **No Other Agreements**

No individual employee or group of employees shall undertake to represent the Local at meetings with the Employer without proper written authorization from the Local. In order that this may be carried out, the Local will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Local with a list of its supervisory or other personnel with whom the Local may be required to transact business.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The EMPLOYER agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, discipline, or discharge, by reason of age, race, religion, creed, color, physical disability or mental disability, national origin, political or religious affiliation, sex, sexual orientation, gender identity, gender expression, family status, source of income or marital status, political belief, affiliation or activity nor by reason of their membership or activity in a Trade Union.

#### **ARTICLE 6 - UNION SECURITY AND CHECK-OFF**

- 6.01 All crosswalk guards, as a condition of continuing employment, shall become and remain members in good standing of the UNION according to the constitution and by-laws of the Local. All future employees, as a condition of continuing employment, shall become and remain members in good standing of the UNION upon commencement of employment with the EMPLOYER.

- 6.02 The EMPLOYER shall deduct from employees covered by this agreement any weekly dues, initiations, or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by her to the UNION.
- 6.03 The Local shall advise the EMPLOYER in writing of the amount of the dues.
- 6.04 Deductions shall be made from the payroll and shall be forwarded to the National Secretary 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.
- 6.05 The EMPLOYER shall advise each new employee of the names of shop stewards and executive members which shall be provided by the Local, and a copy of the current agreement shall be provided to each new employee.

#### **ARTICLE 7 - PROBATIONARY EMPLOYEES**

- 7.01 All new employees shall be classified as probationary employees for a period of two hundred and forty (240) hours worked as a crosswalk guard; employment of such employees may be terminated at any time during the said period without recourse to the provisions of this agreement with a fair and reasonable assessment of the work performance.
- 7.02 After completion of the probationary period, seniority shall be effective from the date of appointment to a regular part time position.

#### **ARTICLE 8 - SENIORITY**

- 8.01 Seniority of employees in the bargaining unit shall be defined as the length of continuous service commencing with the most recent date of hire as a regular part time crosswalk guard in the employ of the EMPLOYER and shall be used in determining preference for transfers, layoffs and recalls, location of work, overtime and job postings.
- 8.02 The EMPLOYER shall maintain a secondary seniority list for spare crosswalk guards who have completed their probationary period. Seniority on this list shall be defined as the length of continuous service as a spare crosswalk guard. This listing shall be used in determining preference for call out to work. Seniority shall not be transferable from this list to the regular seniority list as defined in Article 8.01. Calling out of spares shall be by divisional (North, Central, East) seniority first, then overall seniority.
- 8.03 The EMPLOYER will maintain the seniority list and provide to the Recording Secretary upon request.

8.04 An employee shall only lose seniority in the event that:

- 1) Resigns in writing and the resignation is not withdrawn within ten (10) working days.
- 2) Is discharged for just cause and is not reinstated.
- 3) Fails 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 and phone number.
- 4) Is laid off for a period longer than two (2) school years. An employee laid off for a period longer than two (2) school years shall be deemed to be terminated.
- 5) Refusal of three (3) consecutive call outs without valid reason shall result in the individual being removed from the Spare Crosswalk Guard List. The individual and the Local will be advised in writing and will have ten (10) days from the date of receiving the letter to appeal the decision to the Traffic Authority or delegate in accordance with step 2 of the grievance procedure.

#### **ARTICLE 9 - STAFF CHANGES**

- 9.01 When a regular vacancy occurs within the bargaining unit, or a new position is created the EMPLOYER shall post the position for a period of seven (7) calendar days.
- 9.02 The posting shall contain the following information: nature of position, location, and hours of work.
- 9.03 Appointments shall be made of applicant with the greatest seniority.

#### **ARTICLE 10 - LAY-OFFS AND RECALL**

- 10.01 Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled according to seniority.
- 10.02 An employee about to be laid off shall have the option to bump any employee with less seniority.
- 10.03 No new employee shall be hired until those laid off have been given the opportunity of recall.
- 10.04 The EMPLOYER shall notify employees to be laid off fifteen (15) working days before the layoff is to be effective.
- 10.05 Where the notice in Article 10.04 is not given, the employee shall receive pay in lieu of the amount of notice to which he is entitled.

## **ARTICLE 11 - HOURS OF WORK**

- 11.01 The hours of work shall be four (4) hours per day, twenty (20) hours per week.
- 11.02 If School is canceled by the School Board for storm days, employees shall be paid their regular pay for that storm day.
- 11.03 When a spare employee is called out in the middle of a shift they shall receive no less than four (4) hours.
- 11.04 New orientation – any bargaining unit employee required by the Employer to orientate a newly hired employee shall be paid an additional one-dollar (\$1) per hour for each hour of orientation.

## **ARTICLE 12 - OVERTIME**

- 12.01 The EMPLOYER shall pay an overtime rate of one and one half (1 ½) times the regular hourly rate of pay for all hours worked in excess of:
  - a) Four (4) hours in any day,
  - b) Twenty (20) hours in any week,provided that such time exceeds fifteen (15) minutes beyond the normal shift..
- 12.02 Overtime hours must be authorized by the Traffic Sergeant or designate before the overtime work.

## **ARTICLE 13 - VACATIONS**

- 13.01 Employees shall be entitled to vacation leave with pay each school year as follows:
  - (a) Employees with less than fifteen (15) years of service as a regular crosswalk guard shall be entitled to three (3) weeks vacation;
  - (b) Employees with greater than fifteen (15) years of service as a regular crosswalk guard shall be entitled to four (4) weeks vacation.
- 13.02 Vacation shall be paid during Christmas Break (10 days) and March Break (5 days). Any balance of vacation credits shall be paid out at the first week of June.
- 13.03 Employees shall not accumulate vacation during lay off, a leave of absence without pay, suspension without pay, or any other unpaid leave of absence.
- 13.04 Employees commencing or terminating employment during the school year shall be entitled to vacation on a prorated basis to time worked.



## **ARTICLE 14 - STATUTORY HOLIDAYS**

- 14.01 The following shall be considered statutory holidays for the purpose of this agreement:
- |   |                     |
|---|---------------------|
| Heritage Day                              | Thanksgiving Day    |
| Good Friday                               | Remembrance Day     |
| Easter Monday                             | Christmas Day       |
| Victoria Day                              | Boxing Day          |
| Labour Day                                | New Years Day       |
| National Day for Truth and Reconciliation | Davis Day/Float Day |
- 14.02 For employees who work the scheduled shift prior to the holiday and the scheduled shift following the holiday, the above-mentioned holidays shall be paid in accordance with Article 11 - Hours of Work.
- 14.03 Employees required to work during the calendar day of the holiday shall be compensated at the rate of time and one half (1 ½) for all hours worked on the holiday, in addition to their holiday pay.

## **ARTICLE 15 - SICK LEAVE**

- 15.01 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.
- 15.02 An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick pay if she is not receiving pay for that day and providing that she has sufficient sick leave credits.
- 15.03 Regular part time employees shall accumulate sick days at the rate of one and one half (1 ½) day per month excluding July and August. For Spare Crosswalk Guards assigned to a temporary position, sick leave shall be prorated based on time worked during the school year.
- 15.04 The maximum accumulation shall be fifteen (15) days.
- 15.05 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.
- 15.06 A sick leave bonus shall be paid during the last week of September based on the previous years sick usage as follows:
- |             |       |
|-------------|-------|
| 0 days used | \$250 |
| 1 day used  | \$200 |
| 2 days used | \$150 |
| 3 days used | \$100 |
- Any buy back shall not reduce the employees accumulated total sick leave credits.
- 15.07 Employees commencing or terminating employment during the school year shall be entitled to the sick leave bonus on a pro-rated basis.

- 15.08 Upon retirement or resignation after ten (10) years of service employees will be paid in full for all unused sick days to a maximum of 15 days.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

- 16.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the EMPLOYER acknowledges the right of the Local to appoint a Grievance Committee whose duties shall be to assist any employee which the Committee represents in preparing and in presenting her grievance in accordance with the Grievance Procedure:

### **16.02 Definition of a Grievance**

A grievance shall be defined as any difference between the parties hereto arising out of the interpretation, application, administration or alleged violation of the collective agreement.

### **16.03 Settling of Grievances**

An earnest effort shall be made to settle any grievances fairly and promptly.

All grievances shall be dealt with as follows:

#### **Step 1 Complaint Stage**

It is understood that employees shall have no grievance until they have first given the Traffic Authority or designate the opportunity of settling their complaint. The complaint shall be discussed with their Traffic Authority or designate within ten (10) calendar days of the date upon which the employee first became aware of the facts giving rise to the grievance or incident. The Traffic Authority or designate will provide a response to the complaint within Five (5) calendar days of receipt of the complaint.

- Step 2** Failing satisfactory settlement at the complaint stage, the Local may grieve the decision of the Traffic Authority or designate in writing outlining the nature of the dispute, the relevant provisions of the Collective Agreement that are allegedly breached and the remedy sought to the Human Resources Director or designate within the (10) calendar days of receiving notification of the Traffic Authority or designate decision. The Human Resources Director or designate shall meet with the parties within ten (10) calendar days after receipt of the grievance and shall render the decision in writing within five (5) calendar days after the meeting.

**NOTE:** Where a dispute involving a question of general application or interpretation occurs, Step 1 may be by-passed.

For the purpose of this provision, working days do not include Saturdays, Sundays or Statutory Holidays.

**16.04 Mediation**

Failing satisfactory settlement being reached at Step 2, 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 the 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.

**16.05 Time Limits**

Time limits expressed in this article may be extended by mutual consent between the Local and the EMPLOYER.

**16.06 Arbitration**

(a) When either party requests 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.

(b) A single arbitrator shall be used if mutually agreed.

(c) 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.

**16.07 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 agreements 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.

**16.08 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 17 - LABOUR MANAGEMENT RELATIONS**

- 17.01 No individual employee or group of employees shall undertake to represent the Local at meetings with the EMPLOYER without proper authorization of the Local. In order that this may be carried out, the Local will supply the EMPLOYER with the names of the officers.
- 17.02 The EMPLOYER and the Local agree to establish a Labour Management Committee. This Committee shall consist of a maximum of two (2) representatives from Local Executive plus a maximum of two (2) representatives from the EMPLOYER.
- 17.03 The names of persons appointed to this committee and anytime the committee members names change shall be communicated in a timely manner to the other party in writing.
- 17.04 The Committee shall not have the jurisdiction over wages, or any other matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other Committee of the Local or the EMPLOYER and does not have the power to bind the Local, its members or the EMPLOYER to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the Local and the EMPLOYER with respect to its discussions and conclusions.
- 17.05 The Committee shall meet on the request of either party at a date and time mutually agreeable to the respective members of the Committee. The members of the Committee shall suffer no loss in regular earnings while attending meetings of the Committee.
- 17.06 A Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the EMPLOYER as appointees of the EMPLOYER, and consist of not more than four (4) representatives of the Local as appointees of the Local. The UNION will advise the EMPLOYER of the UNION nominees to the Committee. The Committee shall suffer no loss of earnings while attending meetings of the committee.
- 17.07 The Local shall have the right at any time to have the assistance of representatives 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, attend meetings or assist the Local in any manner.
- 17.08 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the EMPLOYER and the Secretary of the Local.

**ARTICLE 18 - UNION BUSINESS**

- 18.01 Any two (2) employees who have been elected as accredited delegates of the UNION shall be granted leave of absence without loss of pay or seniority to attend not more than two (2) conventions annually

- 18.02 The President and Secretary of the Local or any two (2) members authorized by the Local, shall be granted time off without loss of pay to attend meetings dealing with matters pertaining to the UNION subject to the approval of the EMPLOYER and such approval shall not be unreasonably withheld.

#### **ARTICLE 19 - LEAVES OF ABSENCE**

- 19.01 An employee may be granted a leave of absence without pay and without loss of seniority for up to one (1) year. Employees requesting a leave of absence shall complete a form provided by the EMPLOYER.
- 19.02 The parties agree that an employee on an unpaid leave of absence for UNION work that is approved by the Local shall receive the pay and benefits provided for in this Agreement. However, the Local shall reimburse the EMPLOYER the total cost for all pay and benefits during the period of absence.

#### **ARTICLE 20 - MATERNITY AND PARENTAL LEAVE**

- 20.01 The EMPLOYER shall provide a leave of absence without pay and without loss of seniority 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 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.
- 20.02 The employee shall provide the Associate Chief of Police or designate with four (4) weeks notice prior to the beginning of the maternity/parental leave or adoption leave.
- 20.03 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 their salary.

#### **ARTICLE 21 - BEREAVEMENT LEAVE**

- 21.01 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.
- 21.02 If a death occurs within the immediate family of the employee which includes grand father, step father, father-in-law, grandmother, grand child, step mother, mother in-law, brother-in-law, sister-in-law, bereavement leave shall provide the employee with three (3) consecutive calendar days absent from her place of employment.
- 21.03 If a death occurs of the employee's spouse, son, daughter, mother, father, brother, sister bereavement leave shall provide the employee with five (5) consecutive calendar days absent.
- 21.04 An employee who must travel outside of the Province of Nova Scotia shall be provided with an additional two (2) paid days of bereavement leave.

- 21.05 Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.
- 21.06 Employees shall be granted one (1) day leave without loss of pay or benefits to attend the funeral of an uncle, aunt, niece or nephew.

## **ARTICLE 22 - JURY DUTY**

- 22.01 The EMPLOYER shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or who is required to serve as a court witness in any matter arising out of her employment. The EMPLOYER shall pay such employees the difference between their regular rate of pay for the day and the payment received for jury service or court witness. The employee shall present proof of service and the amount received.

## **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

- 23.01 The EMPLOYER and the Local 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 Local and two (2) representatives of the EMPLOYER. Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act* and Regulations.
- 23.02 Occupational Health and Safety Committee members shall have time off with pay during regular hours of work for committee meetings and other duties. Additional hours worked in excess of the normal scheduled hours shall be paid at straight time.
- 23.03 Occupational Health and Safety Committee members who apply for and who are approved to attend Occupational Health and Safety Training Programs shall be entitled to time off work with no loss of earnings or seniority.
- 23.04 No employee shall be required to work as a Crosswalk Guard until they have received proper training and instruction. The Employee shall be paid for their training day following their first working day as a Crosswalk Guard.

## **ARTICLE 24 - PENSION**

- 24.01 Employees shall have the option of becoming members of the EMPLOYER's Money Purchase Pension plan.
- 24.02 Pension contributions shall be payable on regular salary only and shall not be payable on overtime.
- 24.03 Contributions to the pension plan shall be 8.0% EMPLOYER and 8.0% Employee effective April 1, 2013.

**ARTICLE 25 - GROUP BENEFITS**

25.01 The EMPLOYER shall provide a Group Benefits package for all regular employees to be cost shared 40% employee 60% EMPLOYER. The group benefits plans shall be compulsory and shall provide the following benefits:

|                      |                 |
|----------------------|-----------------|
| Basic Life Insurance | \$10,000        |
| Dependent life       | \$ 5,000 spouse |
|                      | \$ 2,000 child  |
| Basic AD&D           | \$10,000        |

25.02 Any employee who is on a leave of absence without pay shall be responsible for 100% payment of group benefits.

**NOTE: Offer of group health, if included 100% participation required.**

**ARTICLE 26 - CLOTHING**

26.01 The EMPLOYER shall provide clothing and equipment as detailed in the following schedule, as and when required. Any temporary employee with an assignment longer than four (4) weeks shall be provided with clothing and equipment in accordance with this article. Damaged or worn out clothing shall be returned for replacement. All alterations required to any of the clothing issued shall be paid by the EMPLOYER.

- 1 Stop Sign
- 1 Fluorescent Raincoat
- 1 Fluorescent Vest
- 1 Pair of all weather leggings
- 1 Snow suit
- 1 Pair winter boots
- 1 Inner Fleece Vest
- 1 Pair of ice cleats if required

26.02 All employees shall wear issued clothing during working hours.

**ARTICLE 27 - NEW CLASSIFICATION**

27.01 Existing classifications shall not be eliminated without prior consultation with the Local.

27.02 When any classification not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiation between the EMPLOYER and the Local. The EMPLOYER may set a rate for the probationary period after which negotiations will take place with the Local.

#### **ARTICLE 28 - MUTUAL AGREED CHANGES**

28.01 Changes to this contract may be effected by mutual agreement of the parties hereto.

#### **ARTICLE 29 - PAYMENT OF WAGES**

29.01 The EMPLOYER shall pay wages in accordance with Schedule A.

29.02 Employees shall be paid weekly by direct deposit.

#### **ARTICLE 30 - TRANSFER OF BUSINESS**

30.01 The sale, lease, subcontract or other transfer of the business or any part thereof, (collectively a "transfer") shall be subject to the following terms and conditions:

- (a) affected employees in the bargaining unit shall become employees of the transferee with no break in continuity of employment,
- (b) all employees who are employed by the transferee shall be credited with all service and seniority rights with the transferee
- (c) the transferee shall recognize the bargaining unit, bargaining agent and collective agreement and fully assumes all responsibilities, rights and obligations contained herein; and,
- (d) all work and services presently performed by members of CUPE Local 761 shall continue to be performed by members of CUPE Local 761.

#### **ARTICLE 31 - NO STRIKE OR LOCK OUT**

31.01 There shall be no strike or lockout during the term of this agreement



## **ARTICLE 32 – WORKERS COMPENSATION**

- 32.01 A regular Crosswalk Guard who is off work due to an accident or occupational illness resulting from her employment and which is approved by the Workers' Compensation Board shall receive the following benefits of the Collective Agreement:
- a) The EMPLOYER agrees to pay one hundred percent (100%) of group benefits for the first six (6) months. After six (6) months the EMPLOYER and EMPLOYEE shall continue their respective contributions to the group benefits for twelve (12) 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) An employee in receipt of Workers' Compensation shall cease to accumulate vacation benefits after one (1) year from the first day of absence.
  - c) An employee in receipt of Workers' Compensation shall not accumulate sick leave credits but shall be entitled to the sick leave bonus in accordance with Article 15 of the Collective Agreement on a pro-rated basis for the time worked.

## **ARTICLE 33 – DISCHARGE & SUSPENSION**

- 33.01 An employee who has completed her probationary period may be dismissed, but only for just cause. The Chief Administrative Officer or designate may discipline, discharge, or suspend an employee, but shall immediately report such action to the Local, in writing. When an employee is disciplined, discharged, or suspended, the employee shall be given the right to have the reason given in the presence of the Chairman of the Grievance Committee or a member of the Local Executive.
- 33.02 An employee, considered by the Local to be wrongly or unjustly disciplined, discharged or suspended, shall be entitled to a hearing under the Grievance Procedure.
- 33.03 Should it be found upon investigation that the suspension or dismissal was unjust, the employee shall be reinstated immediately to her former position, without any loss of seniority rating.
- 33.04 The record of an employee shall not be used against her at any time after twenty-four (24) months following a suspension or disciplinary action, provided no additional letters of reprimand or adverse reports are written within the twenty-four (24) month period for the same or a similar offence.

33.05 The **EMPLOYER** recognizes that:

- a) Refusal by an employee to cross a picket line does not give cause for discipline or discharge and
- b) An employee has the right to refuse to do the work of striking or locked out employees of another bargaining unit.

#### **ARTICLE 34 – EMPLOYEE ASSISTANCE PROGRAM**

- 34.01 The parties agree to establish and continue a confidential EAP program for the benefit of employees.
- 34.02 Without detracting from the existing rights and obligations of the parties and recognizing other provisions of this Agreement, the EMPLOYER and Local 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.
- 34.03 If time off is required it shall be taken as sick time provided that the employee has sick time accumulated.

#### **ARTICLE 35 – CORRESPONDENCE**

- 35.01 The Union is to be notified via email of all staff changes, along with contact information of the affected members within seven (7) days of the staff changes.
- 35.02 Upon request, the employer will provide any employee contact information to the union for the sole purpose of servicing the membership. This would include but not be limited to addresses phone number(s) and personal email addresses that the employer has on file.

#### **ARTICLE 36 - DURATION AND RENEWAL**

- 36.01 This contract shall be binding on the Parties and shall remain in effect from July 1, 2022 until June 30, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of sixty (60) days of the expiry date of this agreement that it desires to negotiate a new collective agreement.

**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:**

*[Signature]*

\_\_\_\_\_

) **THE CAPE BRETON REGIONAL**  
) **MUNICIPALITY**

) Per: *[Signature]*

) Mayor

) Per: *[Signature]*

) Municipal Clerk

) **THE CANADIAN UNION OF PUBLIC**  
) **EMPLOYEES LOCAL 761**

) Per: *[Signature]*

) Per: \_\_\_\_\_

*Brianne Walsh*

\_\_\_\_\_

Signed:

This 5th day of April 2023.

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**APPENDIX A - Wages**

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| <b>CLASSIFICATION</b> | <b>July 1, 2021<br/>%</b> | <b>July 1, 2022<br/>8%</b> | <b>July 1, 2023<br/>3%</b> | <b>July 1, 2024<br/>2%</b> | <b>July 1, 2025<br/>2%</b> | <b>July 1, 2026<br/>2.5%</b> |
|-----------------------|---------------------------|----------------------------|----------------------------|----------------------------|----------------------------|------------------------------|
| Crosswalk Guard       | 13.88                     | 14.99                      | 15.44                      | 15.75                      | 16.07                      | 16.47                        |

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