

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CAPE BRETON REGIONAL MUNICIPALITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 933**

**November 1, 2021 to October 31, 2025**

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## COLLECTIVE AGREEMENT

**THIS AGREEMENT** is effective from the 1<sup>st</sup> day of November, 2021 to the 31<sup>st</sup> day of October, 2025:

**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. 933**, Canadian Union of Public Employees, covering **OFFICE, CLERICAL AND COMMUNICATIONS STAFF & JAILERS**, 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 **Regular Full Time Employee** is an employee who has completed the probationary period and is employed to fill a regular position coming within the scope of this Agreement. A regular full time employee shall be entitled to all benefits of this Agreement.

2.02 **Regular Part Time Employee** (this definition applies to Jailers only) is an employee who has completed the probationary period, and normally works less than thirty-six (36) hours per week with no guaranteed workweek and hours shall not normally be scheduled. All work performed in excess of twelve (12) hours in any day and seventy two (72) hours in any two week (2) period shall constitute overtime and shall be paid at the rate of time and one half. Regular Part Time Employees shall receive benefits of this Agreement on a pro-rated to time worked basis. They are not entitled to group benefits (Pension, Group Insurance Plan and Sick Leave). Vacation pay shall be 6% of regular earnings and paid weekly. On completion of the probationary period as designated in Article 7 Regular Part Time Employees shall accrue seniority on the seniority list. Such seniority shall only be exercisable in regard to recall from layoff and when applying for a regular position. When a Regular Part Time Employee is appointed to a regular full time position, seniority shall be from the first day of continuous employment as a regular part time employee.

2.03 A **Temporary Employee** is a person hired for a designated period or to replace a regular full time employee who is absent by reason of sickness, accident, vacation or leave of absence approved by the **EMPLOYER**. Such employees shall receive benefits of this Agreement, on a pro-rated to time worked basis. They shall not be entitled to Pension or Group Insurance. Vacation shall be 6% of regular earnings and paid weekly. On completion of the probationary period as designated in Article 7 temporary employees shall accrue seniority on the seniority list. Such seniority shall only be exercisable in regard to recall from layoff and when applying for a regular position. When a temporary employee is appointed to a regular full time position, seniority shall be from the first day of continuous employment as a temporary employee. (I.e. a temporary employee hired August 1, 1997 works until December 1997 is laid off and is appointed to a permanent position May 1, 1998, seniority is effective May 1, 1998.)

2.04 **Communications Center Relief** is a person hired to replace a regular full time Communications Center employee who is absent by reason of sickness, accident, vacation or leave of absence approved by the **EMPLOYER**. Communication Center Relief Employee shall be entitled to all other benefits of the Collective Agreement on a pro-rated to time worked basis. A Communications Center Relief Employee shall not be entitled to Pension or Group Insurance. Vacation shall be 6% of regular earnings and paid weekly. On completion of the probationary period as designated in Article 7 Communications Center Relief employees who are not regular full time employees shall accrue seniority on the seniority list. Such seniority shall only be exercisable in regard to recall from layoff and when applying for a regular position. When a Communications Center Relief employee, who is not a regular full time employee, is appointed to a regular full time position, seniority shall be from the first day of continuous employment as a CommCentre Relief employee.

- (a) One Communications Center Relief employee shall be assigned to each of the four (4) platoons (Platoon Relief) in order of seniority.
- (b) In addition to shifts on assigned platoons, platoon relief shall be offered additional shifts on alternate platoons in accordance with the Appendix "C".
- (c) Shifts shall be offered to a maximum of forty-eight (48) hours per week.

- (d) All work performed in excess of twelve (12) hours in any day and forty-eight (48) hours in a week shall constitute overtime and shall be paid at the rate of time and one half.
- (e) Refusal of or being unavailable for three (3) consecutive call outs without valid reason shall result in the individual being removed from the Communications Center Relief list. The individual will be advised in writing and will have one (1) week from the date of the letter to appeal the decision to the Communications Coordinator.
- (f) Sick leave shall not be paid to Communications Center Relief for casual shifts. Sick leave in accordance with Article 20 shall only be paid when a Communications Center Relief employee has been scheduled to work.
- (g) Relief employees accepting a temporary assignment outside the Communications Center shall **not** forfeit their position on the relief list and should they return to the Center they shall **not** go to the bottom of the relief list, but will maintain their bargaining unit wide seniority.

2.05 **Contact Centre (311) Relief** is a person hired to replace a regular full time Contact Centre employee who is absent for reason of holidays, sickness, accident, vacation or leave of absence approved by the **EMPLOYER**. Contact Centre Relief employees shall be entitled to all other benefits of the Collective Agreement on a pro-rated to time worked basis. A Contact Centre Relief employee shall not be entitled to Pension or Group Insurance.

Vacation shall be 6% of regular earnings and paid weekly. On completion of the probationary period as designated in Article 7, Contact Centre Relief employees who are not regular full-time employees shall accrue seniority on the seniority list.

Such seniority shall only be exercisable in regard to recall from layoff and when applying for a regular position. When a Contact Centre Relief employee, who is not a regular full-time employee, is appointed to a regular full-time position, seniority shall be from the first day of continuous employment as a Contact Centre Relief employee.

- a) Contact Centre Relief employees shall be assigned to eight (8) and/or twelve (12) hour shift(s) Saturday and Sunday.
- b) Shifts shall be offered to a maximum of thirty-five (35) hours per week.
- c) All work performed in excess of twelve (12) hours in any day and thirty-five (35) hours in a week shall constitute overtime and shall be paid at the rate of time and one half with the exception of holidays as per Article 17.01.
- d) Refusal of or being unavailable for three (3) consecutive call outs without valid reason shall result in the individual being removed from the Contact Centre Relief list. The individual will be advised in writing and will have one (1) week from the date of the letter to appeal the decision to the Communications Manager.

- e) Sick leave shall not be paid to Contact Centre Relief for casual shifts. Sick leave in accordance with Article 20 shall only be paid when a Contact Centre Relief employee has been scheduled to work.
- f) Relief employees accepting a temporary assignment outside the Contact Centre shall not forfeit their position on the relief list and should they return to the Centre they shall not go to the bottom of the relief list but will maintain their bargaining unit wide seniority.

Relief employees who have not exceeded 35 hours during their work week shall be given preference when callout shifts are available.

2.06 **Casual Employee** is a person hired from time to time as required. Such employees shall be entitled only to the hours of work, overtime and rates of pay sections of the Agreement and shall be excluded from all other clauses of the Collective Agreement. A casual employee shall not accumulate seniority. Holiday and vacation entitlement shall be in accordance with Labour Standards. It is agreed that the **UNION** shall not have any involvement in staffing for election work.

2.07 **Special Events Worker** is a person hired from time to time as required by the Center 200 operation and shall be paid a rate of pay equal to minimum of wage. They shall be excluded from all other clauses of the Collective Agreement. A Special Events worker shall not accumulate seniority and holiday, vacation and overtime entitlement shall be in accordance with Labour Standards. These workers will not do the work normally performed by members of the Inside Bargaining Unit.

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 dated April 14<sup>th</sup>, 2000 outlining the process for recall and attached hereto.

2.08 The **EMPLOYER** shall mean the Cape Breton Regional Municipality.

2.09 The **UNION** shall mean the Canadian Union of Public Employees Local 933.

2.10 The **Bargaining Unit** shall mean the Inside Bargaining **Unit**.

2.11 **CBRM** shall mean the Cape Breton Regional Municipality.

2.12 **Day** as detailed in Article 16 Hours of Work.

2.13 For the purpose of this Agreement the female shall be deemed to include the male and vice versa.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The **UNION** 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, 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 laid off for non-disciplinary reasons may 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 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 933 as the sole collective bargaining agent for collective bargaining purposes for all regular full time and regular part time office, clerical, technical, jailers and communications employees, employed by the Cape Breton Regional Municipality excluding those persons excluded by paragraphs (a) and (b) of subsection 2(2) of the Trade Union Act.

4.02 No employee shall be required or permitted to make any written or verbal agreement with the **EMPLOYER** or their representative which is in conflict with the terms of this contract. In respect of employees covered by this Agreement, the **EMPLOYER** shall not recognize, during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

4.03 No employee or group of employees shall undertake to represent the **UNION** at meetings without proper authorization of the **UNION**. The **UNION** shall supply, in writing, a list of authorized agents.

#### **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 or 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, employees who work more than sixteen (16) hours per week, any dues, initiations, or assessments levied in accordance with the **UNION** Constitution and/or By-Laws, and owing by them to the **UNION**.
- 6.03 Deductions shall be made from the payroll and shall be forwarded to the National Treasurer of the **UNION** 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.
- 6.04 Employees 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, (instruction shall include experimenting on technical and software developments) or in emergencies when employees are not available.

## **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.01 The probationary period shall be one hundred and twenty (120) days worked with the exception of the Communications Centre/Jailers which shall be seven hundred and sixty-eight (768) hours worked and successful completion of 911 training, during which time the employee may be dismissed for non-disciplinary reasons at the sole discretion of the **EMPLOYER**. After completion of this period, seniority shall be effective from the original date of employment. Probationary period may be extended by mutual agreement between Management and the Union. The **EMPLOYER** shall use reasonable efforts to have 911 training completed within six (6) months.
- 7.02 For temporary employees the probationary period shall not continue during a lay off period. However, in no case shall the probationary period extend beyond twelve (12) months from the date of hire provided that the employee has one hundred and twenty (120) days worked, with the exception of the Communications Center/Jailers which shall be seven hundred and sixty-eight (768) hours worked.

## **ARTICLE 8 - RESOLUTIONS & REPORTS**

- 8.01 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.
- 8.02 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**.

8.03 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 9 - UNION AFFAIRS**

9.01 The **EMPLOYER** agrees that the **UNION**, subject to the approval of the **EMPLOYER**, shall be permitted leave of absence without loss of pay for up to twenty (20) days per year for any two (2) employees who have been elected as delegates of the **UNION** to attend conventions, conferences or educational, such approval shall not be unreasonably withheld.

9.02 The President and Secretary of the **UNION** or any two members authorized by the **UNION**, 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.

9.03 A **UNION** Bargaining Committee shall be appointed and shall consist of not more than six (6) members of the **UNION**, two (2) of which shall be alternates. Alternates shall be permitted to attend first day of proposals exchange. Alternates will also be permitted to attend bargaining sessions if they are on their regularly scheduled day off. Representatives of the **UNION** shall be granted time off with pay to attend meetings with the **EMPLOYER**. The **UNION** shall notify the **EMPLOYER** of **UNION** nominees to the Committee.

9.04 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 CHIEF ADMINISTRATIVE OFFICER or designate.

9.05 **Interviewing Opportunity**

An officer of the **UNION** shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee, covered by this agreement, with the benefits and duties of Union membership and responsibilities and obligations to the **EMPLOYER** and to the **UNION**.

## **ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE**

10.01 A Labour Management Committee shall be established, consisting of not more than four (4) 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.

- 10.02 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-week time frame
- 10.03 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.
- 10.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The Committee may have the power to make recommendations to the **UNION** and the **EMPLOYER**.
- 10.05 The Committee shall meet at least once a month, unless mutually agreed otherwise, at a mutually agreed time and place. Employees shall not suffer any loss of pay while attending these meetings.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the **EMPLOYER** acknowledges the right of the **UNION** 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.
- 11.02 The **UNION** will advise Management as to the names of 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.
- 11.03 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.

- 11.04 **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.

11.05 **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 ten (10) 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 ten (10) working days. The **UNION** Grievance Committee shall submit in writing the matter to the Departmental Manager within five (5) working days and they shall attempt to settle the matter immediately within ten (10) 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 ten (10) working days to review the grievance. The Departmental Director shall reply within ten (10) 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.

11.06 Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 may be by-passed. Where the Departmental Director is the immediate management supervisor, Step 2 shall be by-passed.

#### 11.07 **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 CHIEF ADMINISTRATIVE OFFICER or designate or if the CHIEF SHOP STEWARD is absent

from the Municipality for the time limits stated, the time limits may be extended until such time as they return. For the purpose of this provision, working days do not include Saturdays, Sundays or Statutory Holidays.

#### Arbitration

11.08 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.

11.09 Expenses of the Board

Each Party shall pay:

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

11.10 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.

11.11 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 12 - DISCHARGE & SUSPENSION**

- 12.01 A regular 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 **UNION**, in writing. When an employee is disciplined, discharged, or suspended, they shall be given the right to have the reason given in the presence of the Chairperson of the Grievance Committee or a member of the **UNION** Executive.
- 12.02 An employee, considered by the **UNION** to be wrongly or unjustly discharged or suspended, shall be entitled to a hearing under the Grievance Procedure.
- 12.03 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.
- 12.04 The record of an employee shall not be used against her at any time after twenty-four (24) months upon completion of 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.
- 12.05 The **EMPLOYER** recognized that:
  - a) Refusal by an employee to cross a picket line does not give cause for 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 13 - SENIORITY**

- 13.01 Seniority shall be defined as the employee's length of service with the **EMPLOYER** in positions covered by the bargaining unit and shall be used in determining preference for promotions, transfer, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.
- 13.02 The **EMPLOYER** shall maintain a seniority list showing the employee's seniority date and service date. An updated copy of the seniority list shall be sent to the Secretary of the **UNION** upon their request in January of each year for sign off. Any discrepancies will be put forth in writing within thirty (30) days of posting.
- 13.03 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 within the bargaining unit.
- 13.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, or leave of absence approved by the **EMPLOYER**.

13.05 An Employee shall only lose seniority in the event that:

- 1) They resign in writing and the resignation is not withdrawn within ten (10) working days.
- 2) They are discharged for just cause and is not reinstated.
- 3) They fail to return to work within seven (7) calendar days following a recall from layoff after being notified by registered mail to do so, unless through sickness or other just cause. The employee shall be responsible for keeping the **EMPLOYER** informed of her current address. An employee called for casual work or employment for short duration, less than five (5) 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.

13.06 An employee who has applied for a position outside of the bargaining unit shall be entitled to return to her former position in the bargaining unit without loss of seniority if they prove unsatisfactory in the position during the probationary period of four (4) months. During the probationary period the employee shall retain the option of returning to her former position without loss of seniority, benefits and salary consistent with that classification.

#### **ARTICLE 14 – LAYOFFS & 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. Should the employees laid off choose to bump they shall bump the junior employee in:

First, her own job classification; then  
Second, an equivalent rated job classification  
(Equivalent salary or within \$1000.00 of a salary as outlined in Appendix B); then  
Third, a lesser rated job classification,

provided they have the required qualifications, 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.

14.02 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.

- 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 (shall include education and experience equivalency), 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 (shall include education and experience equivalency), skill and ability to perform the job.
- 14.05 The **EMPLOYER** shall notify employees to be laid off fifteen (15) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work fifteen (15) days after notice of layoff, they shall be paid in lieu of work for that part of fifteen (15) days during which work was not available. Laid off employees intending to bump shall notify the **EMPLOYER** within three (3) 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 seven (7) calendar days notice in writing.
- 14.07 An employee laid off for a period longer than two (2) consecutive years shall be deemed to be terminated.

## **ARTICLE 15 - PROMOTIONS & STAFF CHANGES**

- 15.01 Within four (4) weeks where a vacancy of a regular position occurs or a new position within the bargaining unit the **EMPLOYER** shall notify the union in writing and shall post the position for a minimum of ten (10) working days unless otherwise mutually agreed
- 15.02 The notice of posting shall contain the nature of the position, the required qualifications or directly 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
  - a) In the filling of vacancies, new positions or promotions within the bargaining unit, appointments shall be made of the applicant with the greatest seniority and having the required qualifications or directly related experience, skill and ability.
  - b) **Placement in New Position**

The Employer agrees to offer wages at the higher rate of pay, reflective of an awarded position 30 days from the signing of the Letter of Offer, or when the transition takes place, whichever is sooner (upon the signing of this agreement).

- 15.04 The successful employee shall be placed on a trial period for a period of three (3) months commencing when they have moved to the position on a full-time basis. 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 her supervisor, and shall be returned to her former position without loss of seniority, benefits or previous salary. During the trial period, the employee shall retain the option of returning to her 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 her 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 Each applicant within the bargaining unit who applies to fill a new position or vacancy shall be notified within twenty (20) working days of the closing date or as mutually agreed, whether or not they are the successful applicant.
- 15.07 Leaves of absence in excess of two (2) months shall warrant the position being posted in accordance with the job posting criteria.
- 15.08 Regular employees are not eligible to apply for temporary or regular positions unless the primary probationary period has been satisfactorily completed. In accordance with Article 7 regular and temporary employees must complete any current temporary assignment before being eligible to make application for any other temporary assignment.
- 15.09 Management shall have the right to hire employees to casual positions from time to time as required. If a position has been filled for sixty (60) consecutive working days, it shall be posted as a regular position unless otherwise mutually agreed to.
- 15.10 Consideration for promotions will be given to the senior applicant for the position who does not possess the required formal education, but is within three (3) months of completion of the required formal education.

## **ARTICLE 16 - HOURS OF WORK**

- 16.01 The hours of work for all employees covered by this Agreement excluding employees referred to in Articles 16.02, 16.03, 16.04, 16.05, 16.06, 16.07 shall be 6.5 hours per day, thirty two and one half (32.5) hours per week, Monday to Friday, exclusive of a maximum one and one half hour (1½) meal break and inclusive of two (2) fifteen (15) minute coffee breaks each day. The regular hours of work shall be 8:30 to 4:30 with an hour for lunch. Flex hours during the 8:00 a.m. to 6:00 p.m. period may be worked with mutual agreement between employer and employees but all employees must work during the core period of 10:00 a.m. and 4:00 p.m.

Hours of work shall be scheduled following consultation with the **UNION**.

## 16.02 Communications Centre

The **EMPLOYER** agrees that all regular employees employed in the Communication Centre shall work an average of forty (40) hours per week. The following shift patterns shall be worked:

a) **Twelve Hour Shifts**

two (2) shifts of 7:00 a.m. to 7:00 p.m.;  
twenty-four (24) hours off;  
two (2) shifts of 7:00 p.m. to 7:00 a.m.;  
ninety-six (96) hours off.

**Communications Centre employees may leave the building during their meal breaks.** There will be two (2) forty-five (45) minute lunch breaks.

This shift schedule shall result in regular employees working an additional one hundred and eight (108) hours annually. The hours shall be placed in an employee hours bank and shall be taken as time off. The additional one hundred and eight (108) hours shall be prorated when an employee commences or terminates regular employment in the Communication Centre. **During the months of July, August and December no more than two (2) float days may be used to round out shifts to complete a full rotation of vacation.**

b) **SEAT SENIORITY COMMUNICATIONS CENTRE:**

Seat seniority for the sole purpose of filling an Acting Supervisor position on shift shall be defined as 4160 hours of continued service as a Communications Operator beginning on the employee's date of hire as a Communications Operator.

## 16.03 Contact Centre – 311

a) The **EMPLOYER** agrees that all regular employees employed as Contact Centre Staff (311) shall work an average of thirty-five (35) hours per week, exclusive of a maximum one & one half (1.5) hour meal break and inclusive of two (2) fifteen (15) minute coffee breaks each day. Employees working shift pattern A, shall be entitled to a maximum of two (2) forty-five (45) minute breaks.

The following shift patterns shall be worked on a rotational basis:

**311 Calltaker – Monday thru Friday:**

1. 7:00 a.m. – 3:00 p.m.
2. 3:00 p.m. – 11:00 p.m.
3. 11:00 p.m. – 7:00 a.m.

**Saturday, Sunday, Holidays:**

Shift Pattern A:

7:00 a.m. – 7:00 p.m.  
7:00 p.m. – 7:00 a.m.

Shift Pattern B:

7:00 a.m. – 3:00 p.m.  
3:00 p.m. – 11:00 p.m.  
11:00 p.m. – 7:00 a.m.

**311 Team Lead – Monday thru Friday:**

1. 8:00 a.m. – 4:00 p.m.
2. 9:00 a.m. – 5:00 p.m.

\*Contact Centre Relief Staff shall work on an on-call basis covering vacancies.

The **EMPLOYER** reserves the right to modify the hours of work with thirty (30) calendar days prior written notice to the **UNION**.

16.04 (a) Department of Culture and Recreation:

Department of Culture and Recreation Program employees shall be considered salaried employees and shall not be entitled to overtime in accordance with Article 17. It is recognized these employees work a flexible work week based on an average of forty (40) hours per week.

Hours of work for the Secretary, Department of Culture and Recreation shall be in accordance with Article 16.01.

16.04 (b) Facilities

The Customer Service Clerk 2 will work thirty-five (35) hours per week exclusive of lunch as scheduled by the Facilities Manager. Every effort will be made to insure two (2) consecutive days off and that regular hours of work will be maintained (i.e. employee not to be called out for a 3 hours shift in the morning and then a four hour shift in the evening).

16.05 Jailers

The **EMPLOYER** agrees that all regular full-time Jailers shall work an average of forty (40) hours per week.

All regular full-time Jailers shall work the following twelve (12) hour shift pattern outlined in this Article:

- Two (2) shifts of 7:00 a.m. to 7:00 p.m.
- Twenty-four (24) hours off
- Two (2) shifts of 7:00 p.m. to 7:00 a.m.
- Ninety-six (96) hours off

As the twelve (12) hour shift schedule will result in employees working an average of an additional twelve (12) hours every six (6) weeks above what would be worked if a forty (40) hour week were employed, the **EMPLOYER** shall grant each employee on the 12 hour shift at the start of the year, such one hundred and eight (108) hours to be taken in time off, this time shall be known as "floater time".

Floater time shall be added to the employee's vacation at the option of the employee.

Jailers may leave the building during their meal breaks at the discretion of the Sergeant.

All employees shall be entitled to two (2) forty-five (45) minute break periods during a twelve (12) hour shift. This applies to Communications Operators and Jailers.

#### 16.06 Engineering Techs. & Maintenance Coordinators

The **EMPLOYER** agrees that all employees employed as Engineering Techs shall work thirty-five (35) hours per week and all employees employed as Maintenance Coordinators shall work thirty-seven and one half (37.5) hours per week, Monday to Friday, exclusive of a one (1) hour meal break and inclusive of two (2) fifteen (15) minute coffee breaks each day. Engineering Tech positions shall be defined as Engineering Technologist, Surveyor/Technician, Technician/Draftsman, Eng Tech 2, Water Analyst, Watershed Coordinator and Senior Engineering Technologist.

#### 16.07 Records Clerks – Police Department

(a) The **EMPLOYER** agrees that all employees employed as Civilian Records Clerk shall work thirty-two and one half (32.5) hours per week, Monday to Friday, exclusive of a maximum one & one half (1.5) hour meal break and inclusive of two (2) fifteen (15) minute coffee breaks each day. There shall be three shifts:

Shifts will be assigned in each of the following three sections during the hours listed below:

1. Court Section 6:30 a.m. to 4:00 p.m.
2. Transcription Section 8:00 a.m. to 5:00 p.m.
3. Front Counter Section 7:30 a.m. to 4:30 p.m.

## 16.08 By-Law Enforcement Officers

Monday to Friday — 8 a.m. to 4 p.m.

## 16.09 Planning Technologists

The **EMPLOYER** agrees that all employees employed as Planning Technologists shall work thirty-five (35) hours per week, Monday to Friday, exclusive of a one (1) hour meal break and inclusive of two (2) fifteen (15) minute coffee breaks each day.

**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 shift.
- 17.02 Time worked in excess of the hours outlined in Article 16 Hours of Work shall constitute overtime.
- 17.03 The **EMPLOYER** shall pay an overtime rate of double time to employees for hours worked on Sundays and holidays, with the exception of employees regularly scheduled to work on Sundays and holidays (**Communications Operators and Jailers**) and Recreation Program employees who are excluded from overtime in Article 16.03.
- 17.04 Overtime must be authorized by management prior to the overtime work.
- 17.05 Call Back - An employee required to return to work after their normal hours as detailed in Article 16 shall be paid a minimum of four (4) hours or time and one half (1 1/2) whichever is greater.
- 17.06 Overtime shall be allocated in the first instance to the employee directly involved in the work during her performance of usual duties. It shall then be equally shared among all employees within the department who have the required skill and ability to perform the work required. If a **Communications Center** employee is missed for overtime, they will be given the next available opportunity for overtime. If after forty-five (45) days, this does not occur, the employee shall be paid for the missed overtime shift.
- 17.07 If any employee is required to work two (2) hours or longer beyond the end of the normal work day they shall be provided with a meal allowance of \$20.00 provided that they are not provided with a meal by the **EMPLOYER**.
- 17.08 Time spent by an employee who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in a matter arising out of her employment shall be considered as time worked in accordance with this Collective Agreement.

17.09 Subject to the approval of the Department Head employees may be allowed to bank lieu time to a maximum of forty (40) hours. Such lieu time shall be accumulated from April 1 to March 31 of each year and all lieu time accumulated shall be taken or paid out by March 31 of each year.

## **ARTICLE 18 - VACATIONS**

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

All employees in the bargaining unit, after having completed one (1) year shall be entitled to three (3) weeks.

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 years (15) shall be entitled to five (5) weeks vacation

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

One week of vacation shall be equivalent to the employee's regular work week. (e.g. Communications Operator one week shall equal 40 hours; Jailer one week shall equal 40 hours).

Any employee who is presently receiving more vacation shall be grandfathered. The maximum grandfathering shall be seven (7) weeks vacation. Grandfathering shall be calculated effective December 31, 1998.

18.02 For vacation entitlement purposes all employees will have a vacation date established as of January 1<sup>st</sup> of their year of hire.

18.03 When an employee is being paid under the Workers Compensation Act, they shall continue to accumulate vacation credits for up to twelve (12) months from the first day of absence on Workers' Compensation. Provided they return to work.

18.04 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 with the exception of maternity leave as referenced in 22.05 of Article 22 Maternity/Parental and Adoption Leave.

18.05 Any holiday falling during vacation, shall be given to the employee as an extra days vacation. This clause shall not apply to regular Communication Center employees covered by Article 19.02 and Jailers covered by Article 19.02.

18.06 Employees shall select vacation periods on seniority basis within the Department to which they are assigned by March 1<sup>st</sup>; employees with the highest seniority having the first choice and the

employees with the lowest seniority having last choice. Employees not applying seniority by March 31<sup>st</sup> shall lose their right of application of seniority.

- 18.07 During the period June 15<sup>th</sup> to September 15<sup>th</sup> employees shall not normally take more than three (3) consecutive weeks vacation unless otherwise agreed.
- 18.08 An employee who is on Long Term Disability shall not accumulate vacation.
- 18.09 If, while on vacation, an employee's annual leave is interrupted because of a disabling illness or injury and all or a part of the period involves being admitted to hospital, the period of annual leave requiring hospitalization may be counted as sick leave when medical documentation is provided.
- 18.10 Vacation shall be taken during the vacation year (January to December) and no vacation shall be carried forward to the next vacation year. In exceptional circumstances up to five vacation days may be carried over to the following vacation year. Written application must be made to the Department Head, Administrator or CAO as applicable. Approval will be discretionary. Days carried forward to the following vacation year, must be taken prior to March 31, of that year.
- 18.11 On termination of employment, employees shall receive vacation pay on a pro-rata basis.

## 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 Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Davis Day/Float Day*
First Monday in August	
National Day for Truth and Reconciliation	

*\* 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. Employees in the CommCentre and Jailers will be paid for Davis Day and shall not be provided with a float day.*

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

19.02 (a) The EMPLOYER shall grant employees employed in regular full time positions in the Communications Centre and as Jailers fourteen (14) eight (8) hour statutory holidays for a total of one hundred and twelve (112) hours each calendar year in lieu of holidays listed in Article 19.01

(b) Employees must choose by February 1<sup>st</sup> for the current year whether they wish to be paid for statutory holidays or have time off or a combination thereof. Time off shall be added to the employee's vacation leave and be taken in accordance with the provisions of Article 18. Employees who opt for pay shall be paid in the first week of December of each year. Once an option has been chosen changes shall only be made with mutual agreement with the immediate management supervisor.

19.03 Employees commencing or terminating a regular position in the Communication Center shall receive holidays on a prorated basis for the year in which they commence or terminate the regular position.

19.04 All holidays shall be compensated at the number of hours per day as outlined in Article 16 Hours of Work.

19.05 Employees required to work during the calendar day of the holiday shall be compensated at double time for all hours worked on the holiday, in addition to their holiday pay, with the exception of CommCentre employees, Jailers and Recreation Programmers.

19.06 CommCentre employees and Jailers required to work during the calendar day of the holiday shall be entitled to an additional one half (1/2) time for hours worked.

19.07 If an employee's regular place of work is closed on Christmas Eve by the EMPLOYER the employee shall suffer no loss of pay if sent home and shall be granted equivalent lieu time if required to work.

19.08 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.

19.09 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 AND INCOME PROTECTION BENEFIT**

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 Workers' Compensation is not payable under the Workers' Compensation Act.

20.02 An employee who is absent from a scheduled shift on 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 (number of hours based on regular work week) as defined:

	<b>Per Year</b>	<b>Per Month</b>
Employees working 32.5 hours per week	18 days/117 hours	1.5 days/9.75 hours
Employees working 35 hours per week	18 days/126 hours	1.5 days/10.5 hours
Employees working 37.5 hours per week	18/135 Hours	1.5 days/11.25 hours
Employees working 8, 10 & 12 hour shifts	18 days/144 hours	1.5 days/12 hours

And shall earn those days at the rate of one and one half (1 1/2) days per month.

Sick leave accumulation shall be prorated based on hours worked for temporary employees, Communications Center Relief and Jailers.

20.04 The maximum accumulation shall be eighty-five (85) days. When an employee has accumulated eighty-five (85) days they shall transfer to an Income Protection Plan without days banked at the appropriate step based on length of service.

20.05 Income Protection Plan

Income Protection Benefits provide for continuation of salary for employees for a period up to seventeen (17) weeks if an employee is absent from work by virtue of being sick or disabled or because of an accident for which Workers' Compensation is not payable under the Workers' Compensation Act.

#### **INCOME PROTECTION**

<b>Length of Service</b>	<b>Sick Leave Benefit</b>
5 years but less	100% of salary for 6 weeks
Than 7 years	60% of salary for 11 weeks
7 years but less	100% of salary for 8 weeks
Than 9 years	60% of salary for 9 weeks
9 years but less	100% of salary for 11 weeks
Than 10 years	60% of salary for 6 weeks
10 years but less	100% of salary for 13 weeks
Than 12 years	60% of salary for 4 weeks
12 years but less	100% of salary for 15 weeks
Than 15 years	60% of salary for 2 weeks
15 years and over	100% of salary for 17 weeks

20.05 (a) Awards under the seventeen (17) weeks plan shall be based on the employee's anniversary date of employment.

20.05 (b) Employees who are off on Income Protection benefits who have utilized all of the seventeen (17) weeks will be eligible for additional seventeen (17) week coverage after the employee has returned to active employment and completed ninety (90) calendar days.

However, Income Protection shall be limited to a maximum of eighty-five (85) days in any twelve-month period for any single illness.

EXAMPLE: An employee in the Income Protection Plan having utilized ten (10) sick days is entitled to an additional seventy-five (75) sick days. After returning to active employment for ninety (90) days they will be eligible for an additional seventeen (17) weeks.

20.06 The **EMPLOYER** may require the employee to provide proof of illness from a medical practitioner on a form mutually agreed to by the **EMPLOYER** and the **UNION**. The **EMPLOYER** may require that the employee be examined by a Medical Practitioner designated by the CBRM.

20.07 Transfer For Employees Covered By Accumulation Plans To The Income Protection Plan

Regular full time employees with a minimum of five (5) years of service shall transfer to the Income Protection Plan as follows:

1. Employees with a minimum of eighty-five (85) day accumulation:

- (a) Based on their anniversary date and years of service they shall be placed on the appropriate step of the plan.
- (b) Where the appropriate step provides a lesser initial benefit than the eighty-five (85) days accumulation, the excess days shall be placed in a sick bank to provide top up to the Income Protection Plan to 100% if required:

EXAMPLE: Employee with 9 years of service and a minimum of 85 accumulated sick leave credits shall buy in at:

9 years but less than 10	100% of salary 11 weeks
	60% of salary 6 weeks = 73 sick days

95 sick days buys additional 12 days to be placed in bank to be used as required to top up to 100% until employee reaches fifteen (15) years of service. At that time the sick bank will be eliminated.

- (c) The date used to calculate service for transfer to the plan shall be January 1, 1999.

The Income Protection Plan for transferred employees shall be as follows:

2 years but less	100% of salary for 2 weeks
Than 3 years	60% of salary for 15 weeks
3 years but less	100% of salary for 4 weeks
Than 5 years	60% of salary for 13 weeks
5 years but less	100% of salary for 6 weeks
Than 7 years	60% of salary for 11 weeks
7 years but less	100% of salary for 8 weeks
Than 9 years	60% of salary for 9 weeks
9 years but less	100% of salary for 11 weeks
Than 10 years	60% of salary for 6 weeks
10 years but less	100% of salary for 13 weeks
Than 12 years	60% of salary for 4 weeks
12 years but less	100% of salary for 15 weeks
Than 15 years	60% of salary for 2 weeks
15 years and over	100% of salary for 17 weeks

Employees anniversary date shall be the date used to progress steps under the plan.

2. Employees with less than eighty-five (85) days accumulation:

(a) Based on the number of sick days accumulated the employee shall buy in to the income protection plan at the step and benefits their sick days shall purchase. The minimum placement on the Income Protection Plan shall be at "two years, but less than three years". (2 weeks @ 100% 15 weeks @ 60%)

EXAMPLE: An Employee with 15 years of service with an anniversary date of November 1, 1982 who has 75 days accumulation shall be placed on the step:

9 years but less than 10 years	100% salary for 11 weeks
	60% salary for 6 weeks

On November 1, 1998 the employee shall move to 10 years but less than 12 years (100% of salary for 13 weeks – 60% of salary for 4 weeks)

(b) Employees anniversary date shall be the date used to progress steps under the plan.

20.08 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**.

20.09 Sick leave shall not be paid to Communications Center Relief and temporary employees for casual shifts. Sick leave shall only be paid when a Communications Center Relief or temporary employee has been scheduled to work.

**ARTICLE 21 - LEAVES OF ABSENCE**

21.01 **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. An employee granted such leave shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions)

21.02 **Political Leave** -The **EMPLOYER** recognizes 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, provincial or municipal elections. An employee granted such leave shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions).

21.03 **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. An employee granted such leave shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions).

21.04 **Union Office** - An employee who is elected or selected for a term 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. An employee granted such leave shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions).

21.05 **Personal/Family Leave** - The **EMPLOYER** may grant a leave of absence without pay to a maximum of one (1) year to an employee requesting such leave. During the first four (4) months of such leave the employee shall be responsible for 50% payment of group benefits. During the balance of the leave the employee shall be responsible for 100% payment of group benefits.

21.06 An employee on a leave of absence without pay in accordance with this Article shall accumulate seniority and service but shall not accrue any other benefits of the Collective Agreement.

21.07 Application for a leave of absence without pay shall normally be submitted to the **EMPLOYER** on a form provided by the **EMPLOYER** at least four (4) weeks prior to the beginning of the leave.

21.08 **Educational Leave** - The **EMPLOYER** may grant a leave of absence without pay for a period of up to two (2) years to an employee requesting such leave. An employee granted such leave shall be responsible for 100% of group benefits. (both **EMPLOYEE** and **EMPLOYER** portions)

## **ARTICLE 22 - MATERNITY/PARENTAL AND ADOPTION LEAVE**

22.01 The **EMPLOYER** shall provide a leave of absence without pay and without loss of seniority and service for up to 17 weeks for maternity and up to 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.

22.02 The employee shall provide the Department Head with four (4) weeks notice prior to the beginning of the maternity/parental leave or adoption leave.

22.03 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.

22.04 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) to a maximum of 17 weeks.

22.05 Vacation credits shall accumulate while on a leave of absence for maternity leave (not parental or adoption leave) to a maximum of 17 weeks.

22.06 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 Articles 26 Pension and Article 28 Group Insurance.

## **ARTICLE 23 - BEREAVEMENT LEAVE**

23.01 If a death occurs in the immediate family of an employee bereavement leave shall start on the first (1<sup>st</sup>) working day after the death of that person.

23.02 Employees shall be granted five (5) scheduled days leave without loss of pay and benefits in the case of the death of parent, spouse, same sex partner, common law spouse, brother, sister, son, daughter, grandchild, step parent, step child or dependant (exclusive of those listed in Article 23.03).

23.03 An employee shall be granted three (3) scheduled days leave without loss of pay and benefits in the case of the death of a grandparent, mother in-law, father-in-law, brother-in-law, sister in-law, son-in-law, or daughter-in-law, or step siblings.

23.04 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.

23.05 Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.

23.06 An additional two (2) days shall be granted if the death occurs outside of Cape Breton if the employee attends the funeral or other services, except upon the death of a parent, spouse, same sex partner, common law spouse, brother, sister, son or daughter.

23.07 Additional leave may be granted at the discretion of the department head.

23.08 If a death occurs as outlined in 23.01 during scheduled vacation, bereavement leave shall be substituted and vacation shall be rescheduled to a later date.

23.09 **Deferring of Bereavement Leave**

In the event that the funeral for any of the persons listed in article 23.02 and 23.03 does not take place within the period of bereavement leave, the employee may defer a day of their bereavement leave without loss of regular pay until the day of the funeral.

#### **ARTICLE 24 - FAMILY RESPONSIBILITY LEAVE**

24.01 For the purpose of this clause family is defined as spouse, including common law spouse, same sex partner, dependent children, and parents, or other dependant (exclusive of those listed in Article 23.03), and parents. The **EMPLOYER** shall grant leave with pay under the following circumstances:

- Up to three (3) days leave with pay in any calendar year for the temporary care of a sick member of the employee's family or to attend to the needs related to personal family or home related emergency needs. Such leave shall be deducted from the employee's sick leave accumulation, but will not be used in determining sick leave incentive bonus entitlement, and employees may be required to provide proof of sickness of the employee's family member.

#### **ARTICLE 25 - JURY DUTY**

25.01 The **EMPLOYER** shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror. 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

25.02 The **EMPLOYEE** must give prior notice to the **EMPLOYER** and shall present proof of service and the amount received.

## 25.03 **COURT TIME**

An employee who is required to serve as a court witness in any matter arising out of her employment or who is subpoenaed to attend a court or coroner's inquest, shall be compensated as follows;

- (a) All court time during off duty regularly scheduled days off shall be paid at time and a half the regular rate.
- (b) A minimum of four (4) hours pay, at time and a half, the regular rate, shall be allowed for court callouts.
- (c) Any employee's scheduled court appearance cancelled after 8 pm, the night before his off duty court appearance shall receive 4 hours pay at straight time

## **ARTICLE 26 - PENSION**

### 26.01

- a. "Effective the 1<sup>st</sup> day of February, 2018, all Employees of the Employer shall cease to be Members of the CBRM Pension Plan"
- b. "Effective the 1<sup>st</sup> 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 22<sup>nd</sup> 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 1<sup>st</sup> day of February, 2018.

## ARTICLE 27 - SICK LEAVE INCENTIVE PLAN

27.01 It is agreed that a system of sick leave incentive be established and payable annually based upon the following conditions:

- a) An employee who uses five (5) or less sick days during a year shall receive five (5%) percent:
- b) An employee who uses six (6) days during a year shall receive four (4%) percent:
- c) An employee who uses seven (7) days during a year shall receive three (3%) percent:
- d) An employee who uses eight (8) days during a year shall receive two (2%) percent:
- e) An employee who uses nine (9) days during a year shall receive one (1%) percent:
- f) An employee using more than nine (9) sick days shall not qualify for the sick leave incentive bonus.

27.02 Annual payment to be made during the month of November and shall be based on calculations for the period November 1<sup>st</sup> to October 31<sup>st</sup>.

## ARTICLE 28 - GROUP INSURANCE

- 28.01 (a) The **EMPLOYER** shall provide a group insurance plan which shall include a medical plan, a dental plan, 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%.
- (b) CBRM agrees that no change shall be made to the benefit package currently provided to members of the bargaining unit without the mutual agreement of Local 933 and CBRM.
- 28.02 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, agree there shall be no automatic renewal of the Group Benefit plans if premiums are increased by the Insurance Company. 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 29 - CLOTHING**

29.01 Clothing shall be provided as required to staff employed in the following classifications. Damaged or worn out clothing shall be returned.

By-Law Enforcement Officers	Uniforms, rain gear, winter apparel & shoes or boots, Health & Safety Approved
Jailers	Pants, shirts & gloves, bullet proof vest & steel-toed boots, sweater and toque.
Engineering Technicians and Maintenance Coordinators	Appropriate outdoor jacket with logo, rain gear, boots and shoes.
Waste Reduction Educator	Polo Shirts

29.02 In addition to 29.01 the **EMPLOYER** shall provide protective clothing and footwear as required in accordance with Occupational Health and Safety Legislation.

29.03 Clothing that is damaged due to working conditions after approval of the appropriate Department Head shall be repaired or replaced as appropriate by the **EMPLOYER**.

## **ARTICLE 30 - SALARIES**

30.01 The annual salaries shall be as set out in the schedule Appendix "B" to this Agreement.

30.02 Any retroactive payments shall only apply to wages and pension.

30.03 Payment on Temporary Assignment

Where an Employee is temporarily assigned by the Employer at the Employers request to perform work in a classification paying a lower rate than the Employee's regular rate while there is work available in that Employee's own classification, the Employee shall be paid his/her regular rate.

When an Employee is temporarily assigned by the Employer at the Employers request to perform work in a classification paying a higher rate, the Employee shall receive the rate for that classification for each day worked.

## **ARTICLE 31 - EMPLOYEE ASSISTANCE PROGRAM**

31.01 The parties agree to establish and continue a confidential EAP program for the benefit of employees.

31.02 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.

31.03 If time off is required it shall be taken as sick time.

### **ARTICLE 32 - TECHNOLOGICAL CHANGE**

32.01 The **EMPLOYER** shall endeavor to minimize the adverse affects on employees resulting from technological change. The **EMPLOYER** shall notify the **UNION** thirty (30) days prior to implementing a technological change that would adversely affect members of the bargaining unit.

### **ARTICLE 33 - MILEAGE**

33.01 An employee who is authorized by their immediate management supervisor to use her automobile for **EMPLOYER'S** business shall be reimbursed in accordance with the most current CBRM Travel Policy.

### **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 - RECLASSIFICATION**

35.01 When the duties or responsibilities in any classification are substantially increased by management, or where the union alleges that an employee is incorrectly classified, or when a position not covered in Appendix "B" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the employer and the union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance.

Should an individual or group of individuals wish to be considered for reclassification, the first step shall be to contact their Supervisor/Manager. The Supervisor/Manager will then notify the Union Executive and Human Resources. Human Resources will copy all correspondence relating to reclassifications to the Union.

## **ARTICLE 36 - AMALGAMATION-REGIONALIZATION & MERGER PROTECTION**

36.01 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 37 - CONTRACTING OUT**

37.01 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 lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

The **EMPLOYER** shall give thirty (30) calendar days, prior notice to the **UNION** of its intention to contract out work. No notice of contracting out is required where:

- 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.

## **ARTICLE 38 - NO STRIKE OR LOCK OUT**

38.01 There shall be no strike or lockout during the term of this Agreement.

## **ARTICLE 39 - OCCUPATIONAL HEALTH AND SAFETY**

39.01 The **EMPLOYER** and **UNION** agree to formulate a committee to be known as the Occupational Health and Safety Committee. Such committee shall consist of 2 representatives selected by the **UNION** and 2 representatives of the **EMPLOYER**. Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act* and Regulations.

- 39.02 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 their scheduled day shall be paid at straight time rates.
- 39.03 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 40 - PARKING**

- 40.01 During the life of this Agreement the **EMPLOYER** agrees that parking fees will not be charged to employees of the bargaining unit for parking in CBRM provided parking lots.

## **ARTICLE 41 - WORKERS COMPENSATION**

- 41.01 When an employee is off work due to an accident or occupational illness resulting from her employment and which is approved as compensable by the Workers Compensation Board, the employee shall be paid her regular salary. The Workers Compensation benefit shall be paid directly to the **EMPLOYER** and the **EMPLOYEE** shall use sick days to compensate for the difference between Workers Compensation benefit and their regular pay. (e.g. WCB is 75% of gross then  $\frac{1}{4}$  sick day will equal 25% of gross) Once an employee has used all of their sick days they will revert back to WCB.
- 41.02 The **EMPLOYER** and the **EMPLOYEE** shall continue their respective share of benefits for eighteen (18) months from the first day of absence after which the **EMPLOYEE** will be responsible for 100% of the premium cost if they wish to maintain group benefits.
- 41.03 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.
- 41.04 An employee in receipt of Workers' Compensation benefits for a period in excess of twelve (12) months shall cease to accumulate vacation. Vacation accumulated during the twelve- (12) months shall be credited to the employee should they return to work.
- 41.05 Employees on Workers' Compensation shall not lose seniority.

## **ARTICLE 42 - TRAINING**

- 42.01 Training courses for which employees may be selected shall be posted whenever possible. Postings shall contain the following information: type of course, date, duration and location of course, minimum qualifications required for applicant.

- 42.02 The **EMPLOYER** shall insure that the senior applicant for courses are given serious consideration in awarding the courses if all factors are equal the senior employee shall receive the course. Employees selected for such training will not suffer any loss in normal wages.
- 42.03 Employees attending extended courses shall be required to sign a Return of Service Agreement.
- 42.04 Provided the employee executes the agreement they shall be required to continue employment in accordance with the Return of Service Agreement.
- 42.05 If the employee terminates employment they shall reimburse the **EMPLOYER** for the cost of the course on a pro-rated basis.
- 42.06 If the employee terminates employment with the **EMPLOYER** before completion of the course the total payment as detailed in paragraph 1 of the Continued Employment Agreement shall be paid to the **EMPLOYER**.

#### **42.07 Travel and Training**

Employees required to travel outside their regular hours of work for mandatory training or mandatory professional development as determined by the employer, shall be reimbursed for travel time at straight time.

### **ARTICLE 43 – LEGAL AID AND PROTECTION**

#### **43.01 Legal Representation**

The **EMPLOYER** shall ensure each employee a complete defense and a solicitor, mutually agreed upon between the **EMPLOYER** and the **UNION** at no cost to the employee in all cases where a civil or criminal action or a public complaint under the *Police Act*, is brought against an employee or where the Employee's actions are the subject of an inquiry or court hearing, as a result of the performance of the employee's duties within the scope of his employment subject to Article 43.06.

#### **43.02 Personal Legal Council**

Each employee shall have the right to retain an additional counsel of his own choice at his own expense.

#### **43.03 Employee Indemnification**

The **EMPLOYER** shall completely indemnify every employee for all damages resulting from such actions provided that such actions are not willfully negligent.

#### **43.04 No Claim by Employer against Employee**

The **EMPLOYER** shall waive any claim it may have against an employee arising out of such actions or events provided that such actions are not willfully negligent.

**43.05 Employer Obligation**

In agreeing to a solicitor the **EMPLOYER** will take steps to ensure the full and proper defense of the employee and that no conflict of interest arises between the chosen solicitor, the employee and the **EMPLOYER**.

**43.06 Civil Actions**

Notwithstanding 43.01 civil actions shall be covered by the **EMPLOYER'S** insurance company or the **EMPLOYER** and the **EMPLOYER** shall only provide a solicitor to the employee if the insurance company or the **EMPLOYER** does not defend the civil action. The **EMPLOYER** at its own discretion may defend, settle or otherwise deal with the action.

**43.07 Solicitor's Hourly Rate**

The solicitor's hourly rate shall be two hundred and fifty dollars (\$250.00) per hour under this Article plus disbursements and taxes.

**43.08 Extension of Time**

Where an Employee wishes to oppose any request of extension of time, no legal aid protection will be paid unless the Employee's solicitor is successful in having the time extension denied. In such cases, the account shall not exceed \$2,500.00 plus taxes and disbursements.

**43.09 Legal Fees – Police Act Complaints**

The maximum legal fees for a public or internal complaint shall be broken down as follows: Phase 1 from the form 8 to and including the private meeting with the Chief of Police ("Chief") or decision by the Chief shall not exceed \$1,750.00 plus taxes and disbursements. Phase 2 after the private meeting with the Chief or decision by the Chief to the conclusion of the Police Review Board hearing shall not exceed \$4,500.00 plus taxes and disbursements for each day or part day of a hearing.

**43.10 Solicitor Accounts**

All solicitor accounts are subject to taxation.

**43.11 Exception to Maximum Amount of Legal Fees**

The **EMPLOYER** shall have the discretion to increase the maximum solicitor's account in clause 43.09 in cases that they deem extra time is necessary due to the complexity of the case.

**43.12 Employee Refusal to Participate**

Notwithstanding 43.09 if an employee concedes to the complaint, withdraws his defense or appeal or otherwise chooses not to participate in the Police Review Board hearing the **EMPLOYER** shall not be required to pay the employee's solicitor's account under phase 2.

**43.13 Reasonable Legal Fees**

The Solicitor shall still be entitled to reasonable payment for preparation if the complainant withdraws his complaint or appeal or otherwise chooses not to participate in the Police Review Board hearing.

**43.14 Entitlement to Legal Fees**

Under a Police Act complaint entitlement to legal fees does not commence until the Form 8 is served upon the **EMPLOYEE**.

**ARTICLE 44 - DURATION AND RENEWAL**

44.01 This contract shall be binding on the Parties and shall remain in effect from November 1, 2021 until October 31, 2025, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of two (2) months of the expiry date of this Agreement that it desires to negotiate a new Collective Agreement.

44.02 Both parties agree to meet and commence negotiations within twenty (20) days of the receipt of such notice, or at a date mutually agreed by both parties.

44.03 It is understood that with mutual agreement, the provisions as contained in the Collective Agreement may be open for negotiations at any time during the term of this 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:**

Angela Ross  
Angela Ross

) The Cape Breton Regional Municipality

)  
Per: Wendell - Merrill  
Mayor

)  
Per: Debra Campbell Ryan  
Municipal Clerk

**WITNESS:**

Maxine Ryans  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

) Canadian Union Of Public Employees  
Local 933

)  
Per: Donald G  
President

)  
Per: Cheryl MacDonald  
Secretary

**SIGNED**

This \_\_\_\_\_ day of \_\_\_\_\_ 2023

**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 933****(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:

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

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

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- (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 \_\_\_\_\_, 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 \_\_\_\_\_, which is attached as Schedule "B" to this Collective Agreement, forms part hereof, and is enforceable in accordance with the terms hereof.

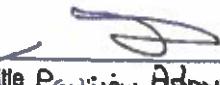
7. This Agreement in Principle is enforceable in accordance with the grievance and arbitration provisions of the Collective Agreement.

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THE CAPE BRETON REGIONAL  
MUNICIPALITY

SIGNED:

This 22 day of September, 2017

Per:   
Title Personnel Administrator

Per: \_\_\_\_\_  
Title \_\_\_\_\_

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 933

SIGNED:

This 17 day of April, 2017

Per: Kelly McClellan  
Title \_\_\_\_\_

Per: Deb Young  
Title \_\_\_\_\_

**APPENDIX B - SALARIES & CLASSIFICATIONS**

CONTRACT CLASSIFICATION	Salary			Salary			Salary			Salary		
	Current Nov. 1, 2020	Nov. 1, 2021	Nov. 1, 2022	3% Jailers Only Nov 22 2022	Nov. 1, 2023	Nov. 1, 2024	Nov. 1, 2023	Nov. 1, 2024	Nov. 1, 2025	Oct. 31, 2024	Oct. 31, 2025	
	1.00%	3.00%	2.00%		2.00%		2.00%			2.00%		0.50%
F.S. Clerk 1	\$43,221.72	\$44,518.37	\$45,408.74		\$46,316.91		\$47,243.25			\$47,479.47		
F.S. Clerk 2	\$49,859.10	\$51,354.87	\$52,381.97		\$53,429.61		\$54,498.20			\$54,770.69		
F.S. Clerk 3	\$56,950.40	\$58,658.91	\$59,832.09		\$61,028.73		\$62,249.31			\$62,560.55		
Secretary/Administrative Assistant	\$50,234.39	\$51,741.42	\$52,776.25		\$53,831.78		\$54,908.41			\$55,182.95		
Payroll Supervisor	\$64,581.40	\$66,518.84	\$67,849.22		\$69,206.20		\$70,590.33			\$70,943.28		
Payroll Clerk	\$56,950.40	\$58,658.91	\$59,832.09		\$61,028.73		\$62,249.31			\$62,560.55		
Civilian Records Coordinator	\$56,950.40	\$58,658.91	\$59,832.09		\$61,028.73		\$62,249.31			\$62,560.55		
Civilian Records Clerk	\$50,234.39	\$51,741.42	\$52,776.25		\$53,831.78		\$54,908.41			\$55,182.95		
By-law Enforcement Officer	\$50,296.92	\$51,805.83	\$52,841.94		\$53,898.78		\$54,976.76			\$55,251.64		
Computer Support Technician	\$49,859.10	\$51,354.87	\$52,381.97		\$53,429.61		\$54,498.20			\$54,770.69		
SAP Technician	\$67,717.71	\$69,749.24	\$71,144.23		\$72,567.11		\$74,018.45			\$74,388.55		
Maintenance Coordinator	\$72,543.05	\$74,719.34	\$76,213.73		\$77,738.00		\$79,292.76			\$79,689.23		
311 Team Leader	\$49,859.16	\$51,354.93	\$52,382.03		\$53,429.67		\$54,498.27			\$54,770.76		
311 Call Centre Operator	\$44,551.11	\$45,887.64	\$46,805.40		\$47,741.50		\$48,696.33			\$48,939.82		
Customer Service Team Leader	\$56,950.40	\$58,658.91	\$59,832.09		\$61,028.73		\$62,249.31			\$62,560.55		
Customer Service Clerk 3	\$51,679.30	\$53,229.68	\$54,294.27		\$55,380.16		\$56,487.76			\$56,770.20		
Customer Service Clerk 2	\$44,551.11	\$45,887.64	\$46,805.40		\$47,741.50		\$48,696.33			\$48,939.82		
Customer Service Clerk 1	\$42,663.91	\$43,943.83	\$44,822.70		\$45,719.16		\$46,633.54			\$46,866.71		
General Office Clerk 2	\$43,223.29	\$44,519.99	\$45,410.39		\$46,318.60		\$47,244.97			\$47,481.19		
General Office Clerk 1	\$38,313.95	\$39,463.37	\$40,252.64		\$41,057.69		\$41,878.84			\$42,088.24		
Assistant Development Officer	\$69,490.38	\$71,575.09	\$73,006.59		\$74,466.73		\$75,956.06			\$76,335.84		
Development Officer	\$77,960.25	\$80,299.06	\$81,905.04		\$83,543.14		\$85,214.00			\$85,640.07		
Planner	\$77,960.25	\$80,299.06	\$81,905.04		\$83,543.14		\$85,214.00			\$85,640.07		
Planning Technologist 2*	\$69,489.94	\$71,574.64	\$73,006.13		\$74,466.25		\$75,955.58			\$76,335.36		
Planning Tech 1	\$49,141.66	\$50,615.91	\$51,628.23		\$52,660.79		\$53,714.01			\$53,982.58		
Civic Addressing Technician	\$57,290.01	\$59,008.71	\$60,188.88		\$61,392.66		\$62,620.52			\$62,933.62		

Recreational Programmer	\$59,966.24	\$61,765.23	\$63,000.53	\$64,260.54	\$65,545.75	\$65,873.48
Engineering Tech 3	\$74,845.87	\$77,091.25	\$78,633.07	\$80,205.73	\$81,809.85	\$82,218.90
Engineering Tech 2	\$49,897.26	\$51,394.18	\$52,422.06	\$53,470.50	\$54,539.91	\$54,812.61
Engineering Tech 1	\$46,333.17	\$47,723.17	\$48,677.63	\$49,651.18	\$50,644.20	\$50,897.43
Engineering Technologist	\$61,662.44	\$63,512.31	\$64,782.56	\$66,078.21	\$67,399.77	\$67,736.77
Senior Engineering Technologist**	\$72,543.05	\$74,719.34	\$76,213.73	\$77,738.00	\$79,292.76	\$79,689.23
Water Analyst**	\$72,543.05	\$74,719.34	\$76,213.73	\$77,738.00	\$79,292.76	\$79,689.23
Watershed Coordinator**	\$72,543.05	\$74,719.34	\$76,213.73	\$77,738.00	\$79,292.76	\$79,689.23
Tax Collector/Lease Admin	\$64,211.68	\$66,138.03	\$67,460.79	\$68,810.01	\$70,186.21	\$70,537.14
Senior Accountant	\$64,581.49	\$66,518.93	\$67,849.31	\$69,206.30	\$70,590.43	\$70,943.38
Criminal Analyst	\$61,662.22	\$63,512.09	\$64,782.33	\$66,077.97	\$67,399.53	\$67,736.53
Waste Reduction Educator	\$44,551.11	\$45,887.64	\$46,805.40	\$47,741.50	\$48,696.33	\$48,939.82
Jailer Coordinator	\$56,322.00	\$58,011.66	\$59,171.89	\$60,947.05	\$62,165.99	\$63,409.31
Jailer	\$49,679.65	\$51,170.04	\$52,193.44	\$53,759.24	\$54,834.43	\$55,931.12
Less 5%	\$2,558.50	\$2,609.67	\$2,687.96	\$2,741.72	\$2,796.56	\$2,810.54
0-1 yr. Service as Jailer less 5%	\$48,611.54	\$49,583.77	\$51,071.28	\$52,092.71	\$53,134.56	\$53,400.23
1-5 yr. Service as Jailer - Current	\$51,170.04	\$52,193.44	\$53,759.24	\$54,803.11	\$55,899.17	\$56,178.67
5+ yr. Service as Jailer - Plus 2%	\$52,193.44	\$53,237.31	\$54,834.42	\$55,899.17	\$57,017.15	\$57,302.24
Communications Operator Supervisor	\$61,674.60	\$63,524.84	\$64,795.33	\$66,091.24	\$67,413.07	\$67,750.13
Communications Operator	\$53,964.04	\$55,582.96	\$56,694.62	\$57,828.51	\$58,985.08	\$59,280.01

Less 5%		\$2,779.15	\$2,834.73	\$2,891.43	\$2,949.25	\$2,964.00
0-1 yr. Service as Comms Op		\$52,803.81	\$53,859.89	\$54,937.09	\$56,035.83	\$56,316.01
1-5 yr. Service as Comms Op - Current		\$55,582.96	\$56,694.62	\$57,828.51	\$58,985.08	\$59,280.01
5+ yr. Service as Comms Op - Plus 2%		\$56,694.62	\$57,828.51	\$58,985.08	\$60,164.78	\$60,465.61
NOTE:						
*New hires will have a starting salary 20% below existing rate and increase in 5% increments over a 4 year period.						
**Positions came into effect August 2008.						

**APPENDIX C - COMMCENTRE ALTERNATE RELIEF REPLACEMENT SCHEDULE**

**Regional CommCenter Alternate Relief Replacement Schedule**

<b>Platoon Requiring Extra Replacement</b>	<b>For Shift Working</b>	<b>1<sup>st</sup>Alt Relief to be called</b>
Platoon A	Days <u>Nights</u>	Platoon B <u>Platoon D</u>
Platoon B	Days <u>Nights</u>	Platoon C <u>Platoon A</u>
Platoon C	Days <u>Nights</u>	Platoon D <u>Platoon B</u>
Platoon D	Days <u>Nights</u>	Platoon A <u>Platoon C</u>

## **APPENDIX D - COMMCENTRE - EMERGENCY SERVICES**

In mutual recognition of the vital importance of public safety issues relating to the need for the uninterrupted operation of emergency services provided by the Cape Breton Regional Municipal 911 P.S.A.P., local 933, C.U.P.E. and C.B.R.M. agree to the following:

911 Call Taking and Emergency Dispatch shall be mutually recognized as "Emergency Services".

In the event of any work stoppage or disruption as a result of a labor dispute, C.U.P.E. Local 933 will continue to provide a minimum level of staffing at the regional P.S.A.P. to allow emergency operations to continue uninterrupted on a 24/7 basis. The agreed minimum level of staffing will consist of two (2) communications operators per shift drawn from the regular (permanent) CommCenter staff. For the purpose of this agreement these communications operators will be referred to as "emergency CommCentre staff".

It is mutually agreed that in the event of a legal strike by C.U.P.E. local 933, the "emergency CommCenter staff" provided will be utilized exclusively for emergency call taking and associated emergency dispatch only and will not be required to perform any non-emergency CommCenter functions.

It is mutually agreed that C.U.P.E. local 933 will initiate and maintain a work schedule for the "emergency CommCentre staff" for the duration of the period required.

It is mutually agreed that the existing Collective Agreement will cover those employees providing emergency CommCentre relief.

## APPENDIX E - MOA - MODIFIED WORK WEEK

### MODIFIED WORK WEEK - MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made this    day of

Between:

The Cape Breton Regional Municipality, a body corporate and politic, of the County of Cape Breton, Province of Nova Scotia hereinafter referred to as the "EMPLOYER"

AND

The Canadian Union of Public Employees, Local 933, hereinafter referred to collectively as the "UNION"

And Whereas the EMPLOYER and the UNION mutually agree to form a Committee comprised of both Management and Union members to review various modified work week models suitable for CBRM within six months of ratification of contract for entitled employees. A proposed model will be developed no later than six (6) months prior to the expiration of this contract, if mutually agreed, the proposed model will be trialed for a six (6) month period. Upon completion of a mutually agreed trial period, either the EMPLOYER or the UNION may choose to revert to the original pre-trial hours of work.

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:

Mark O'Neil  
Mark O'Neil

) The Cape Breton Regional Municipality

)  
Per. Deanne Evans  
CBRM

WITNESS:

Natalie Bigni  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

) Canadian Union Of Public Employees  
Local 933

)  
Per. David C  
President  
Per. Cheryl McDonald  
Secretary

SIGNED

This    day of   , 2023

## **APPENDIX F - MATERNITY/PARENTAL LEAVE**

### **PARENTAL AND ADOPTION LEAVE - MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement made this day of 2023.

Between:

The Cape Breton Regional Municipality, a body corporate and politic, of the County of Cape Breton, Province of Nova Scotia hereinafter referred to as the "EMPLOYER"

AND

The Canadian Union of Public Employees, Local 933, hereinafter referred to collectively as the "UNION"

the EMPLOYER agrees to consider the cost implications associated with topping up the Employment Insurance Benefits of Employees on parental or adoption leave so the Employee receives seventy-five percent (75%) of their gross pay (less statutory deductions).

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:

Mark Doh  
Mark Doh

) The Cape Breton Regional Municipality

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## **APPENDIX G – JOINT JOB EVALUATION – JAILER/COMMUNICATIONS OPERATOR/311 OPERATOR**

### **JOINT UNION/EMPLOYER COMMITTEE – JAILER/COMMUNICATIONS OPERATOR CLASSIFICATIONS**

#### **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement made this day of 2023

Between

The Cape Breton Regional Municipality, a body corporate and politic, of the County of Cape Breton, Province of Nova Scotia hereinafter referred to as the "EMPLOYER"

AND

The Canadian Union of Public Employees, Local 933, hereinafter referred to collectively as the "UNION"

Whereas the parties wish to work in consultation with one another to the formation of a joint union/employer committee that will look at job descriptions, job evaluations and classifications, reclassifications for the Jailer/Communications Operator/311 classifications.

And whereas this committee does commit the union or employer to agree to a process employing Jailer/Communications Operator/311 classifications, compensations including shift differential, reclassification's compensations information gathering and making recommendations. Both parties agree that they shall be able to use outside resources when needed for the work of the committee (i.e. CUPE resources).

And Whereas there is no binding element on the union or employer for anything to change from any recommendation that may come from the committee. Both parties agree that the formation of the committee will be put in place in two (2) months from the signing of the Agreement. If both parties agree that there are to be adjustments reclassifications that they will be done during the term of the Agreement.

Now therefore the Parties do hereby agree in principle to form a non-binding joint union/employer job evaluation and classification committee.

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:

Patricia A. P. Doherty  
Tara Cork

The Cape Breton Regional Municipality

Per. Deanne K. Lively  
CBRM

Per. \_\_\_\_\_  
CBRM

Canadian Union Of Public Employees  
Local 933

Per. David C. S.  
President

Per. Cheryl MacDonald  
Secretary

SIGNED

This day of

2023