

COLLECTIVE AGREEMENT

BETWEEN

The Cape Breton Regional Municipality

AND

**The International Association of Firefighters
Local #2779**

November 1, 2016 to October 31, 2024

ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 - MANAGEMENT RIGHTS	2
ARTICLE 3 - RECOGNITION	3
ARTICLE 4 - NO DISCRIMINATION	3
ARTICLE 5 - UNION SECURITY AND CHECK OFF	3
ARTICLE 6 - POSTING VACANCIES	4
ARTICLE 7 – PROMOTIONS.....	4
ARTICLE 8 – SECONDMENTS.....	6
ARTICLE 9 - PROBATIONARY PERIOD	8
ARTICLE 10 – SENIORITY	8
ARTICLE 11 - LAY OFF AND RECALL.....	9
ARTICLE 12 - GRIEVANCE PROCEDURE	9
ARTICLE 13 - DISCIPLINE & DISCHARGE.....	12
ARTICLE 14 - SICK LEAVE AND INCOME PROTECTION BENEFIT.....	12
ARTICLE 15 - LEAVE OF ABSENCE FOR UNION BUSINESS.....	16
ARTICLE 16 - NEGOTIATIONS COMMITTEE	16
ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	16
ARTICLE 18 - LABOUR -MANAGEMENT COMMITTEE	16
ARTICLE 19 - BEREAVEMENT AND FAMILY LEAVE.....	17
ARTICLE 20 - COURT LEAVE	17
ARTICLE 21 - DEFERRED SALARY LEAVE PLAN.....	18
ARTICLE 22 - LEAVE OF ABSENCE.....	18
ARTICLE 23 - POLITICAL LEAVE.....	19
ARTICLE 24 - MATERNITY/PARENTAL & ADOPTION LEAVE.....	19
ARTICLE 25 - HOURS OF WORK	20
ARTICLE 26 - MINIMUM.....	21
ARTICLE 27 – VACATIONS.....	21
ARTICLE 28 - STATUTORY HOLIDAYS.....	22
ARTICLE 29 - TECHNOLOGICAL CHANGE.....	23
ARTICLE 30 – OVERTIME.....	23
ARTICLE 31 - CALL OUT.....	24
ARTICLE 32 – SALARIES.....	25
ARTICLE 33 - SERVICE PAY	25
ARTICLE 34 - PENSION	26

ARTICLE 35 - GROUP INSURANCE.....	26
ARTICLE 36 - WORKER'S COMPENSATION	27
ARTICLE 37 - EMPLOYEE ASSISTANCE	27
ARTICLE 38 – COURSES.....	28
ARTICLE 39 - LEGAL COUNSEL.....	28
ARTICLE 40 - PERSONNEL RECORDS.....	29
ARTICLE 41 - UNIFORMS AND EQUIPMENT.....	29
ARTICLE 42 - BENEFIT AND BINDING	30
ARTICLE 43 – NEW CLASSIFICATIONS	31
ARTICLE 44 - STRIKE OR LOCKOUT	31
ARTICLE 45 – MILEAGE.....	31
ARTICLE 46 - DURATION AND TERMINATION.....	31
APPENDIX A – AGREEMENT IN PRINCIPLE.....	33
APPENDIX B – SALARIES	39
APPENDIX C - CALL OUT PROCEDURES	40
APPENDIX D - SENIORITY LISTS	41
APPENDIX E - CONTINUED EMPLOYMENT AGREEMENT	44
APPENDIX F - APPLICATION FOR SICK LEAVE & INCOME PROTECTION BENEFIT & RETURN TO WORK AUTHORIZATION	45
APPENDIX G – LETTER OF UNDERSTANDING	46

THIS AGREEMENT made this _____ day of _____, 2019.

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 "**MUNICIPALITY**")

PARTY OF THE FIRST PART

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
a certified Trade Union under the Trade Union Act of Nova Scotia, Local 2779

(hereinafter referred to as the "**UNION**")

PARTY OF THE SECOND PART

PREAMBLE

The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay, 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 1 – DEFINITIONS

- 1.01 UNION** - means the International Association of Firefighters Local 2779.
- 1.02 MUNICIPALITY** - means the Cape Breton Regional Municipality.
- 1.03 EMPLOYER** - means the Cape Breton Regional Municipality.
- 1.04 EMPLOYEE** - means a person who is assigned to a position coming within the scope of this Agreement and includes probationary and seconded employees and regular full-time employees.
- 1.05 REGULAR EMPLOYEE** - means an Employee who has completed his probationary period and is assigned to a regular full time position.

1.06 PROBATIONARY EMPLOYEE - means an Employee who has not completed his probationary period.

1.07 SERVICE - means the service of an Employee calculated from an Employee's first date of hire with **CBRM** or his last predecessor municipality without a break in service.

1.08 INTERPRETATION - in this Agreement masculine includes the feminine and singular denotes the plural, where such interpretation is required.

1.09 DAY - means calendar day.

1.10 WEEK - means seven (7) consecutive days commencing at 12:01 a.m. on Sunday.

1.11 TOUR OF DUTY - means:
48 hours over four consecutive days for regular Firefighters, captains and deputy platoon chief; 40 hours over five consecutive days for Emergency Vehicle Technician (EVT)/Firefighter, **35 hours over five consecutive days for Building Officials (Building and Fire Inspectors); Property Maintenance Inspectors.**

1.12 SHIFT - means 7/8/10/14 consecutive hours of work for those on a 7/8/10/14 hour shift.

1.13 CALL OUT - means the summoning of an Employee back to their place of work during their off duty hours.

1.14 FSU - Fire Services Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The **UNION** acknowledges that subject to the terms of this Agreement, it is the exclusive function of CBRM to :

- a) maintain order, discipline and efficiency;
- b) hire, suspend, discharge, direct, transfer, promote, demote, and lay off employees or otherwise discipline any employee covered by this agreement, however, a claim by an employee that he has been discharged, suspended, demoted, or laid off for non-disciplinary reasons may be subject of a grievance under the Grievance Procedure.
- c) operate and manage its business in all respects in accordance with its commitments and responsibilities.

2.02 CBRM 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 3 - RECOGNITION

3.01 The **EMPLOYER** recognizes the International Association of Firefighters and its Local 2779 as the sole and exclusive collective bargaining agent for all employees in the bargaining unit employed by the Cape Breton Regional Municipality, but excluding the Fire Chief, Deputy Chief, Volunteer Services; Manager Inspection & By-Law, Deputy Chief, Operations, Deputy Chief Training & Prevention, Platoon Chiefs and those persons excluded by paragraph (a) and (b) of subsection (2) of Section 2 of the Nova Scotia Trade Union Act as per the Labour Relations Board of Nova Scotia Certification Order 4268.

3.02 No Employees shall be required or permitted to make a written or verbal agreement with the **EMPLOYER** or their representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The **EMPLOYER** agrees that there will be no discrimination, restriction or coercion exercised or practiced by it with respect to any Employee by reason of his membership in the **UNION**.

4.02 The **EMPLOYER** agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of hiring, wage rates, training, promotion, discipline, discharge, or otherwise, by reason of race, creed, colour, national origin, by reason of age to 65, political or religious affiliation, sex, marital status, sexual orientation, family status, physical disability, nor by reason of his membership or activity in a trade union.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

5.01 RAND FORMULA

All employees covered by this Agreement who are not on the regular dues checkoff, shall, as a condition of employment, have a sum equivalent to the regular Union dues deducted from their pay on each pay day, and remitted to the Secretary-Treasurer of the **UNION** when the regular dues are so remitted.

5.02 CHECKOFF

The **EMPLOYER** shall make deductions for dues weekly from the pay of each employee who is paid at least two days pay for the month and agrees to provide the **UNION** monthly with a list of any changes in the dues deductions

5.03 Any change in the amount of dues, assessments or initiation fees, shall only be made by the **EMPLOYER** on a written notification of Secretary of the **UNION**, and such change shall take effect in the month following the month in which such notification is given.

ARTICLE 6 - POSTING VACANCIES

6.01 Notices of vacancies and newly established posts shall be posted on all **UNION** bulletin boards at least seven (7) days before the closing date for applications.

6.02 The Secretary of the **UNION** shall receive a copy of all job postings.

ARTICLE 7 – PROMOTIONS

7.01 Vacancies in the post of Captain and Deputy Platoon Chief shall be filled on the following basis:

Eligibility

7.02 Any career Firefighter is eligible to compete in the promotional routine provided that he has completed ten (10) years as a career Firefighter.

Threshold

7.03 The promotional routine will be completed in consecutive phases. To be successful in the process, eligible Firefighters must achieve an overall pass rate of 75% of the total score, with a minimum pass rate of 70% in each phase of the process. This will be the threshold determinant for appointment. A promotional listing of Firefighters will be prepared comprising the senior candidates who meet the threshold. All candidates shall possess five hundred (500) hours experience as an acting captain.

7.04 Phase 1

- (i) All eligible Firefighters must have successfully completed Firefighter Level 1, Firefighter Level 2 and Fire Officer Level 1, or may write a qualifying exam, with a commitment to successfully complete the above listed courses as soon as the course becomes available and is provided by the **EMPLOYER**. When requested by the Firefighter, this examination will be administered orally.
- (ii) The examination will be prepared by the Fire Chief or his appointee. After the examination questions and answers are prepared, no other person will have access to the examination questions or answers until the time of writing on the examination day.
- (iii) Tests shall be conducted by number and not name.
- (iv) In the event of a tie, the senior Employee shall be placed first on the promotional list.
- (v) No Employee shall have access to the exam questions or answers.
- (vi) Should any Employee identify themselves, they shall be disqualified.
- (vii) Examination subjects shall be posted in advance of the exam.
- (viii) Employees shall have the opportunity to review their exams.

7.05 Phase 2

Oral interviews will be conducted comprising an interview panel of at least three interviewers. One panel member will be an executive member of the union or their designate.

Interviews will comprise 60% of the total score and will assess: knowledge, ability and personal suitability for the position.

7.06 Phase 3

Eligible Firefighters will be required to successfully complete a standard practical application.

This phase will comprise 10% of the total score.

7.07 Phase 4

- a) A promotional listing of Firefighters will be prepared comprising of the senior candidates who meet the threshold requirements. Candidates will be notified in writing of their standing on this listing.
- b) Promotion to a regular Captain's or Deputy Platoon Chief position will be in accordance with the Firefighter's standing on the promotional listing, which will be in order of seniority.

7.08 Phase 5

A Firefighter placed on a list of candidates qualified for promotion will remain on the list for a period two (2) years provided that the Firefighter maintains work performance at an acceptable level.

A career Firefighter who is unsuccessful in this routine will have the opportunity to apply for positions when a future routine is held.

7.09 The successful applicant shall be placed on trial for a period of seven hundred and sixty-eight (768) hours. Conditional on satisfactory service, the Employee shall be declared permanent after the period of seven hundred and sixty-eight (768) hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

7.10 Temporary Assignment

When a Captain's or Deputy Platoon Chiefs position has been vacant due to leave of absence for one hundred and ninety-two (192) regularly scheduled hours, the position shall be filled on a temporary basis by the senior Firefighter on the list of candidates qualified for promotion.

ARTICLE 8 – SECONDMENTS

8.01 Secondments are designed to utilize, where it exists, expertise of career Firefighters, Building Officials and Fire Prevention Officers to resolve issues which may result from changes within the Fire Service.

8.02 Secondments will consist of support activities for both career and volunteer fire departments, but not limited to:

- a) Training
- b) Fire Prevention

8.03 The term of secondment will be for a minimum of three (3) months to a maximum of two (2) years. These terms may be changed following discussion between both the **EMPLOYER** and the **UNION**.

8.04 Secondment positions will be posted for a minimum of seven (7) working days to allow interested employees to express interest in the positions.

8.05 Selection shall be based on skill and ability.

8.06 When an employee is seconded he will not be used in operational replacement, except in an emergency capacity (e.g. Structure fire).

8.07 At the end of a secondment term the individual in such position shall only be considered for a further secondment if no regular full time employee makes application.

8.08 A seconded employee shall be placed on a trial period for sixty (60) calendar days. In the event the successful employee proves unsatisfactory in the position during the aforementioned period, he shall be returned to his former position without loss of seniority, benefits or previous salary. During the trial period, the employee shall retain the option of returning to his former position with the same procedure being followed as outlined above. Any other employee transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority benefits or previous salary consistent with that position.

8.09 Hours of work shall be scheduled for employees on secondment shall be forty (40) hours per week inclusive of no more than one (1) hour for a lunch break. Changes to this schedule will be with two (2) weeks prior notice.

8.10 When an employee is seconded, he shall continue to accumulate seniority and service.

8.11 Employees shall choose vacation in accordance with seniority list. (Appendix D)

ARTICLE 9 - PROBATIONARY PERIOD

9.01 New employees shall be considered probationary **EMPLOYEES** for one thousand ninety-two (1092) hours worked, with the exception of employees working 35 hours per week, shall be 910 hours worked, during which time they may be dismissed for non-disciplinary reasons without the **EMPLOYER** having to show just cause. The **EMPLOYER** shall not dismiss probationary **EMPLOYEES** on a discriminatory basis contrary to Article 4.

9.02 The Employee's probationary period shall not continue during the layoff period.

ARTICLE 10 – SENIORITY

10.01 Seniority of employees in the Fire Services Unit shall be defined as the length of continuous service commencing with the most recent date of hire as an employee by any of the Predecessor Employers. Service date for the purpose of benefits i.e. vacation entitlement, etc., shall be the most recent date of permanent employment of such Employees by any of the Predecessor Employer.

10.02 With respect to Building Officials and Property Maintenance Inspectors the seniority of "Building Officials" and "Property Maintenance Inspectors" shall be identified and operate separately from that of the other Employees in the Bargaining Unit. Fire Prevention Officers will be on a separate seniority list and shall be identified and operate separately from that of the other Employees in the Bargaining Unit.

10.03 Should an Employee be required to leave the Bargaining Unit to take a promotion, he shall have the option of returning to the Bargaining Unit and maintaining his seniority within one (1) year of his promotion. There shall be no seniority for time spent in management.

10.04 An Employee shall only lose his seniority rights in the event:

- a) He is discharged for just cause and not reinstated;
- b) He resigns;
- c) He fails to return to employment within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- d) He is laid off for a period of 2 years. (See Article 11). The Employee shall be responsible for keeping the **EMPLOYER** informed of his current address.

10.05 In the event of multiple hiring's, seniority shall be based on the order of their scoring in the hiring routine.

ARTICLE 11 - LAY OFF AND RECALL

- 11.01** In the event of a layoff in the *Fire Service Department*, employees last appointed and belonging to the rank reduced shall be first laid off, providing that any such Employee may at his option revert to the rank he formerly held in the Fire Service Department instead of being laid off, in which case, the Employee last appointed to and belonging to the rank to which the aforesaid Employee reverted shall be laid off.
- 11.02** Employees shall be recalled to positions within their Bargaining Unit in reverse order of layoff provided the recalled Employee(s) has the skill and ability to perform the available work.
- 11.03** In the event of a lay-off in the Building Services Department, Employees shall be laid off in reverse order of their seniority and shall be recalled in the order of their seniority.
- 11.04** No new Employee shall be hired until those laid off have been given the opportunity of recall.
- 11.05** The EMPLOYER shall provide the following notice prior to lay off.

0 to 5 years of service	-	two (2) weeks notice
5-10 years of service	-	four (4) weeks notice
Over ten years of service	-	ten (10) weeks notice

- 11.06** Where the notice required by 12.05 is not given, the Employee shall receive pay in lieu for the amount of notice to which the Employee is entitled.
- 11.07** An Employee's probationary period shall not continue during the layoff period.
- 11.08** An Employee laid off for a period longer than two (2) consecutive years shall be deemed to be terminated.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01** Grievance Committee

In order to provide an orderly and speedy procedure for the settlement of grievances, the **EMPLOYER** acknowledges the right of the **UNION** to annually appoint a Committee composed of members from FSU whose duties shall be to assist any Employee, which the Committee represents, in preparing and in presenting his grievance in accordance with the Grievance Procedure.

- 12.02** The **UNION** will advise the Fire Chief or their designate 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-eight (48) hours of the change being made.

12.03 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.

12.04 Definition of a Grievance

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

12.05 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, the committee chairman or any member of the committee at any step of the procedure.

All grievances shall be dealt with as follows:

Step 1 The aggrieved Employee(s) shall submit in writing the grievance to the Deputy Chief of Operations within five (5) working days. The Deputy Chief of Operations shall give his written answer within five (5) working days

Step 2 Should the written answer given by the Deputy Chief of Operations not be acceptable to the grievor(s)/Employee(s), the grievance shall be submitted to the UNION Grievance Committee within five (5) working days. The UNION Grievance Committee shall submit in writing the matter to the Fire Chief within two (2) working days. He/she shall attempt to settle the matter within five (5) working days.

Step 3 If the decision of the Fire Chief is not acceptable to the Union Grievance Committee and the grievor, the grievance shall be referred to the Chief Administrative Officer of the CBRM. The Chief Administrative Officer must provide a reply within five (5) working days.

Step 4 Failing satisfactory settlement having been reached in Step 3, either party may refer the matter to grievance mediation as provided by the Nova Scotia Department of Labour within fifteen (15) working days and failing satisfactory settlement to full arbitration as herein provided for in Article 12.07.

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

12.06 Time Limits

Time limits expressed in this Article may be extended by mutual consent between the **UNION** and the **EMPLOYER**.

12.07 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson. If the two (2) nominees are unable to agree upon a Chairperson, the Minister of Labour for the Province shall be asked to appoint one.

12.08 A single arbitrator shall be used if mutually agreed.**12.09 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.

12.10 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 its provisions, but shall have the right to dispose of any discharge or discipline grievance as it deems just and equitable.

12.11 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 13 - DISCIPLINE & DISCHARGE

13.01 The **CBRM** shall not discipline or discharge any Employee or **UNION** member bound by this Agreement except for just cause. Disciplinary matters shall be subject to the grievance procedures of this Agreement.

13.02 Members of Local 2779 have the right to have a representative of the **UNION** with him at a disciplinary meeting or hearing.

13.03 The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, provided no additional letters of reprimand or adverse reports are written within the twenty-four (24) month period for the same or a similar offence. Accounts of corrective action for major infractions shall be retained on the personnel file as a permanent record.

ARTICLE 14 - SICK LEAVE AND INCOME PROTECTION BENEFIT

14.01 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.

14.02 An Employee who is absent from a scheduled shift on sick leave shall only be entitled to sick pay if he is not receiving pay for that day and providing that he has sufficient sick leave credits.

14.03 Every Employee who is off duty due to illness shall report his absence to **Shift Captain** on the first day of absence and not later than two (2) hours prior to the commencement of the night shift and not later than one (1) hour prior to the commencement of the day shift.

14.04 **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**. The amount of sick leave benefits recovered shall be reimbursed to the employee's sick leave credits.

14.05(A)

To be eligible for sick leave and income protection benefits Employees must provide medical evidence on the **EMPLOYER's form (Appendix F)** satisfactory to the **EMPLOYER** or the **EMPLOYER'S** doctor and make application for benefits as follows:

- (i) For each absence not exceeding four (4) shifts, Form – Section A Application for Sick Leave must be completed by the Employee and submitted to the Employee's non-union supervisor immediately following the Employee's return to work.
- (ii) For each absence exceeding four (4) consecutive shifts or after three (3) single occurrences the **EMPLOYER** may request the Employee to have his/her physician complete Form – Sections A, B, C and the Employee within five (5) calendar days of exceeding four (4) consecutive shifts or three (3) single occurrences Form is to be submitted to the Employee's non-union supervisor within ten (10) calendar days from the first day of sick leave, except in special circumstances. In cases of prolonged absence on sick leave, a Form – Sections A, B & C on the progress of the Employee is required to support such absence and continued payment of sick leave and benefits. Where a fee has been incurred for a physician's statement fifty percent (50%) of the cost will be reimbursed to the Employee upon submission of receipt (proof of payment). Forms requiring clarification will be handled by the **EMPLOYER'S** medical personnel.
- (iii) For each absence exceeding four (4) shifts the **EMPLOYER** shall have the right to arrange for a medical examination by the CBRM doctor. A certificate of illness from the CBRM doctor must be provided to continue sick leave payments, or for return to work if deemed necessary by the **EMPLOYER**. An Employee receiving sick leave benefits shall not be entitled to benefits if they decline to permit the **EMPLOYER'S** physician to make such examination (at the **EMPLOYER'S** expense) as may be necessary to ascertain the Employee's condition.
- (iv) Notwithstanding anything above, the **EMPLOYER** may require Form – Sections A, B, & C for any absence if the **EMPLOYER** believes that an Employee is abusing the sick leave benefits.

14.05(B) General

This article will include the right to investigate any claim for sick leave benefits subject to the terms of this Agreement.

(1) Leaving Province while on Sick Leave

Employees receiving sick leave benefits wishing to leave the Province shall obtain written approval of absence for a specified time and furnish satisfactory proof of sickness while absent, otherwise no benefits shall be paid for such period of absence.

(2) Medical Examination

An Employee receiving sick leave benefits shall not be entitled to benefits if he/she declines to permit a physician, of the Employer's choice, to make such examination as may be necessary to ascertain the Employee's condition.

(3) Proper Treatment

Employee's receiving sick leave must take proper care of themselves and have proper treatment, otherwise sick leave will be discontinued.

14.05(C) Payment of Sick Leave Benefits

Sick leave benefits will not be paid under the following conditions:

- (1) Sickness caused directly or indirectly by the employee's use of alcoholic beverages, stimulants, or drugs. The exclusion will be waived when the Employee is under medical treatment for alcoholism or drug abuse.
- (2) Sickness or injury caused by criminal acts of the Employee.
- (3) Where an Employee causes deliberate injury to self unless the result of mental disability.

14.06 Any payment of benefits for which an Employee is not entitled, arising out of employees failing to submit required documents as set out in 14.05(c) will be recovered from the Employee's wages and no further benefits shall be paid until such documents are received and approved.

14.07 Income Protection Benefits provide for continuation of salary for Employees for a period up to (680) hours/ (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 and provided that documentation is filed according to the present Collective Agreement.

INCOME PROTECTION

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

14.08(A)

Awards under the seventeen (17) week plan shall be based on the Employee's service as at December 31st of the calendar year. After seventeen (17) weeks of continuous sick leave and income protection the Employee will be eligible to apply for Long Term Disability.

14.08(B)

If an Employee returns to active employment (i.e. not vacation) and is once again disabled from non-work related injury or illness, the complete benefits will be reinstated in the following manner:

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

ARTICLE 15 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 15.01** Any three (3) employees who have been elected as accredited delegates of the **UNION** may be granted leave of absence with pay to attend two (2) conventions of affiliated labour bodies annually. An additional one-day leave of absence may be granted at the discretion of the appropriate manager.
- 15.02** Notice in writing to include actual dates shall be presented to Management at least one week prior to the convention or seminar. Should additional travel time be required, it shall be at the sole discretion of Management.
- 15.03** In addition the **EMPLOYER** shall further grant employees, who are members of the Benefits Committee, EAP Committee, MLR Committee, OHS Committee, Pension Plan Committee, and any other committees which management may add, leave with pay to attend such meetings with the **EMPLOYER** during working hours, provided the meeting is called by the **EMPLOYER**.

ARTICLE 16 - NEGOTIATIONS COMMITTEE

- 16.01** The **EMPLOYER** shall grant five (5) employees who are members of the Negotiating Committee, leave with pay to attend such meetings with the **EMPLOYER** during the duration of negotiations. The Union shall provide the **EMPLOYER** the names of the Negotiation Committee at least three weeks prior to formal negotiations.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- 17.01** The **EMPLOYER** and the **UNION** agree to formulate a committee to be known as the Occupational Health and Safety Committee. Such Committee shall consist of two (2) representatives selected by the **UNION** and two (2) representatives of the **EMPLOYER**. Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act and Regulations*.
- 17.02** Committee members shall have time off with pay during regular working hours Committees meetings and other duties.

ARTICLE 18 - LABOUR -MANAGEMENT COMMITTEE

- 18.01** The **EMPLOYER** and the **UNION** agree to establish a Labour Management Committee. This Committee shall consist of a minimum of two (2) representatives from the **UNION** Executive and a minimum of two (2) representatives from the **EMPLOYER**. This Committee shall arrange meetings on the third Wednesday of every month to discuss working conditions, safety factors, and other factors within the range of the employee/employer relations. Agenda items shall be provided to the Operations Manager no later than Monday prior to the meeting. No grievances being processed by the Grievance Committee shall be dealt with at these meetings.

18.02 Any and all **UNION** representatives on the Labour Management Committee shall have the privilege of attending meetings of the Committee held within regular working hours, without loss of pay.

18.03 If available, a secretary shall be supplied by the **EMPLOYER** and shall be permitted to attend such meetings for the purpose of recording the minutes of the meetings. The minutes shall be prepared within five working days of such meetings, and be circulated to members of the Committee and the **UNION** recording secretary.

ARTICLE 19 - BEREAVEMENT AND FAMILY LEAVE

19.01 Employees shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of the death of parent, spouse, common law spouse, brother, sister, son, daughter or step child.

19.02 An employee shall be granted three (3) consecutive days leave without loss of pay and benefits in the case of the death of a grandparent, grandchild, spouse's grandparents, mother in-law, father-in-law, brother-in-law, sister in-law, son-in-law, or daughter-in-law.

19.03 Employees shall be granted one (1) day leave without loss of pay or benefits to attend the funeral of an uncle or aunt.

19.04 Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off. Bereavement leave shall not start until the day following the death of that person.

19.05 Additional leave may be granted at the discretion of the Fire Chief or appropriate manager.

ARTICLE 20 - COURT LEAVE

20.01 Leave of absence with pay shall be given to every Employee who is required:

1. To serve on a jury.
2. By subpoena or summons to attend as a witness in any proceeding held in or under the authority of a court, or before an arbitrator, or a person or persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

20.02 Any Employee given leave of absence with pay to serve pursuant to provisions of this article shall have deducted from his salary an amount equal to the amount that the Employee receives for such duty.

ARTICLE 21 - DEFERRED SALARY LEAVE PLAN

- 21.01** To afford all Employees a one-time opportunity to have a one (1) year leave of absence, financed by the employee, the **EMPLOYER** agrees to the establishment of the Deferred Salary Leave Plan, subject to Revenue Canada guidelines.
- 21.02** Subject to Revenue Canada guidelines, each Employee participating in the plan shall be given the option of deferring salary over a period of one (1) to five (5) years.
- 21.03** All contributions shall be made by the parties in accordance with the Collective Agreement during participation in the plan, including the year of leave, pension shall be based on the reduced salary. Group Insurance contributions shall be paid by the **EMPLOYER** in all years in accordance with the Collective Agreement, except the year of deferred leave.
- 21.04** During the year of leave there shall be no loss of service and seniority.
- 21.05**
 - (a) All Employees wishing to participate in the plan must have the approval of the Fire Chief. Written application must be made no later than six (6) months prior to the commencement of the plan, or at a later time with the agreement of the **EMPLOYER**.
 - (b) Subject to Revenue Canada guidelines, any Employee wishing to cease his participation in the plan shall be permitted to do so at any time prior to sixty (60) days prior to the commencement of the leave period, or at any time with the agreement of the Fire Chief.
 - (c) Subject to Revenue Canada guidelines, Employees who cease participation in the plan shall within thirty (30) days receive all salary deferred during their participation in the plan from the **EMPLOYER**.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01** The **EMPLOYER** shall consider any request for leave of absence without pay. Any reason for denying such leave must be presented to the requesting Employee within seven (7) working days from receiving such request.
- 22.02** Vacation and holiday credits shall not accumulate while on a leave of absence without pay.
- 22.03** Employees on a leave of absence without pay shall not receive contributions from the **EMPLOYER** toward pension or group insurance. The Employee shall have the option to pay 100% of pension and group insurance themselves (both **EMPLOYER** and Employee portions) subject to the approval of the group insurance carrier.

22.04 The Employee shall continue to accumulate seniority and service while on a leave of absence without pay.

ARTICLE 23 - POLITICAL LEAVE

23.01 The **EMPLOYER** shall grant to an Employee who is elected to public office a leave of absence without pay for the duration of one term of public office. (Letter Attached)

23.02 The Employee shall continue to accumulate seniority and service while on political leave.

23.03 Employees on political leave shall not receive contributions from the **EMPLOYER** toward pension or group insurance. The Employee shall have the option to pay 100% of pension and group insurance themselves (both **EMPLOYER** and employee portions).

23.04 During political leave Employees shall not be entitled to the benefits of the Collective Agreement.

ARTICLE 24 - MATERNITY/PARENTAL & ADOPTION LEAVE

24.01 The **EMPLOYER** shall provide a leave of absence without pay and without loss of seniority and service for up to seventeen (17) weeks for maternity and up to thirty-five (35) weeks leave of absence without pay and without loss of seniority and service for parental or adoption leave. Where leave of absence is requested for both maternity leave and parental leave, the leaves of absence shall be taken consecutively.

24.02 The employee shall provide the Fire Chief or designate with four (4) weeks' notice prior to the beginning of the maternity/parental leave or adoption leave.

24.03 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.

24.04 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 their salary.

24.05 Vacation and holiday credits shall not accumulate while on a leave of absence for maternity/parental or adoption leave.

24.06 Employees on maternity leave shall receive contributions from the **EMPLOYER** toward pension or group insurance. The Employee shall have the option to pay 100% of pension and 100% of group insurance themselves (both **EMPLOYER** and Employee portions) while on parental/adoption leave.

24.07 The reassignment of a female employee, who becomes pregnant, to a job function that reduces the risk of that employee being exposed to a hazardous environment will be considered.

ARTICLE 25 - HOURS OF WORK

Firefighters and Captains

25.01 The work week shall be forty-two (42) hours averaged over an eight (8) week period, based on the four (4) platoon, two (2) shift system, consisting of ten (10) hour day shifts and fourteen (14) hour night shifts, commencing with one ten (10) hour day shift on duty 8:00 a.m. to 6:00 p.m.;

Followed by fourteen (14) hours off duty;
Followed by ten (10) hour day shift on duty 8:00 a.m. to 6:00 p.m.;
Followed by twenty-four (24) hours off duty;
Followed by one fourteen (14) hour night shift 6:00 p.m. to 8:00 a.m.;
Followed by ten (10) hours off duty;
Followed by one fourteen (14) hour night shift 6:00 p.m. to 8:00 a.m.;
Followed by ninety-six (96) hours off duty.

25.02 The preceding hours of work shall be in effect except in the event of shift transfers.

At the discretion of management, employees may be moved from one platoon to another when necessary, and every effort will be made to move only junior men in the department.

25.03 A tour of duty will consist of four shifts: two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts.

25.04 Nothing in the above schedule of the hours of work shall prevent the proper officer from granting the request of any two Employees to change shifts or days off at the discretion of the Fire Chief. It is understood that no overtime payment will be considered as a result of this clause. It is the responsibility of the Employees to ensure that all impacted Officer's Ranks are filled by qualified personnel, with no expense to the Employer.

25.05 Firefighters, Deputy Platoon Chiefs or captains reporting for duty early may relieve their opposite man early.

25.06 Building Officials, Assistant Building Officials & Property Maintenance Inspectors – the workweek shall be Monday to Friday seven (7) hours per day exclusive of one (1) hour lunch break.

EVT/Firefighter - the week shall be Monday to Friday, forty (40) hours per week inclusive of lunch break.

Firefighter on secondment to day shift – The workweek shall be Monday to Friday eight (8) hours per day inclusive of lunch breaks.

Fire Prevention Officers – the workweek shall be Monday to Friday, seven (7) hours per day exclusive of one (1) hour lunch break.

ARTICLE 26 - MINIMUM

Career Firefighters

26.01 The Community of Sydney will maintain a minimum staff per shift as follows:

- 1 Deputy Platoon Chief
- 2 Captains
- 7 Firefighters

*This will be effective January 1st, 2020.

The balance of communities will maintain a minimum staff per shift as follows:

Glace Bay	1 Firefighter
New Waterford	1 Firefighter
North Sydney	1 Firefighter

ARTICLE 27 – VACATIONS

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

- (a) All employees in the bargaining unit, after having completed one years of service, shall be entitled to two (2) tours of duty for vacation.
- (b) All employees in the bargaining unit, after having completed three years of service, shall be entitled to three (3) tours of duty for vacation
- (c) All employees in the bargaining unit, after having completed ten years of service, shall be entitled to four (4) tours of duty for vacation.
- (d) All employees in the bargaining unit, after having completed twenty (20) years of service shall be entitled to five (5) tours of duty for vacation.

27.02 Employees shall not accumulate vacation during a leave of absence without pay, suspension without pay (provided the employee is not reinstated), or any other unpaid leave of absence. An employee on lay off shall not accumulate vacation from the date of lay off.

27.03 On appointment or termination of employment, employees shall be entitled to vacation as detailed in Article 27.01 on a prorated basis for the calendar year in which they commence or terminate employment.

27.04 All firefighters acting in a higher rank for a minimum of four (4) consecutive tours of duty immediately prior to taking vacation, shall receive the vacation of the higher ranking position.

27.05 A minimum of six (6) firefighters and one (1) building inspector shall be allowed off on vacation at any one time.

27.06 Vacation shall be scheduled between January 1 and December 31 of each year.

27.07 Leave shall be chosen by January 1st of each year. Vacation schedule shall be mutually agreed upon between the Fire Chief and the Executive of the Union. The **EMPLOYER** shall grant a maximum of three (3) consecutive tours of duty to each employee. All employees shall select vacation until all vacation is exhausted.

ARTICLE 28 - STATUTORY HOLIDAYS

28.01 The following shall be considered statutory holidays for the purpose of this agreement:

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Davis Day/Float Day*	Boxing Day
Dominion Day	

**Employees working in communities where Davis Day is recognized as a holiday (Glace Bay, New Waterford) 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.*

28.02 Any day proclaimed by the Federal or Provincial or Municipal Government shall be deemed to be an additional holiday under this Article.

28.03 The **EMPLOYER** shall pay employees working the 10 hour/14 hour rotation 13 X 8 hour statutory holidays each calendar year at the Captain's rate and Deputy Platoon Chiefs shall be paid at the Deputy Platoon Chief rate, in lieu of the holidays listed in 28.01. This payment shall be made on or before November 15th of each year.

28.04 Building Officials, Property Maintenance Inspectors and Firefighters on secondment shall be entitled to holiday pay as part of their regular scheduled work week and shall not be entitled to a lump sum payment.

28.05 Employees shall not accumulate statutory holidays during a leave of absence without pay, suspension without pay (provided the employee is not reinstated), or any other unpaid leave of absence. An employee on lay off shall not accumulate statutory holidays from the date of lay off.

28.06 On appointment or termination of employment or secondment, employees working 10/14 hour rotations shall be entitled to statutory holidays as detailed in Article 28.01 on a prorated basis.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 The **EMPLOYER** shall endeavor to minimize the adverse affects on employees resulting from technological change. The **EMPLOYER** shall notify the **UNION** sixty (60) days prior to the implementation of the technological change, along with the nature of the change, that would adversely affect members of the bargaining unit.

ARTICLE 30 – OVERTIME

30.01 The **EMPLOYER** shall pay an overtime rate of one and one-half (1 ½) times the regular hourly rate of pay for all hours worked in excess of an Employee's regular shift.

30.02 All work performed in excess of:

- (a) Regular full time Employees working 10/14-hour shifts who work in excess of 336 hours over the eight week period, provided the work is approved by the Fire Chief, Fire and Emergency Services or his designate in charge, shall be considered as overtime and shall be compensated for at a rate of time and one-half. The eight-week period shall run consecutively from January 1st to December 31st of each year.

(b)

Years with No Leap Year	Years with a Leap Year
January 1 – February 25	January 1 – February 25
February 26 – April 22	February 26 – April 21
April 23 – June 17	April 22-June 16
June 18 – August 12	June 17 – August 11
August 13 – October 7	August 12 – October 6
October 8 – December 2	October 7 – December 1
December 3 – December 31	December 2 – December 31

For the last cycle, the hours will be prorated to 192 hours.

(c) Thirty-five (35) hours in any week for Building Officials working the seven (7) hour shift;

shall constitute overtime worked and be paid for at the applicable overtime rate.

(d) Forty (40) hours in any week for those Employees working the eight (8) hour shift;

30.03 Building Officials and Property Maintenance Inspectors shall be required to "bank" their first forty (40) hours of overtime. Such time shall be given in time off. The bank will consist of overtime from January until December of each year. Time off shall be at the mutual agreement of the Employee and **EMPLOYER**.

30.04 If the overtime is required for longer than two (2) hours the Employee shall be provided with a meal allowance of fifteen dollars (\$15.00) if a meal has not been provided.

30.05 The **EMPLOYER** shall post an updated overtime list in each station.

ARTICLE 31 - CALL OUT

31.01 CALL OUT – a minimum of four (4) hours pay shall be received at the rate of time and one half.

31.02 A call out occurs when an off duty Employee is required to make a trip to work or required to resume work half (1/2) an hour or more after the end of the Employee's scheduled shift.

31.03 If the call out is required for longer than four (4) hours, the Employee shall be paid for the additional hours at the rate of time and one-half (1½).

- 31.04 Call out will be made in accordance with Appendix "C" and department policy regarding call out.
- 31.05 If the call out is required for longer than four (4) hours for emergency situations (e.g. call out to Charlotte Street fire) the Employee shall be provided with a meal allowance of fifteen dollars (\$15.00) if a meal has not been provided.

ARTICLE 32 – SALARIES

- 32.01 The **EMPLOYER** shall pay Employees the salaries as stipulated in Appendix "B".

ARTICLE 33 - SERVICE PAY

- 33.01 Service pay shall be paid during the first week of June of each year to all regular full time Employees based on their service as at December 31st of that year. (Example: Payment of service pay June 1998 shall be based on the number of years of service as calculated December 31, 1998)
- 33.02 Employees employed effective November 1, 1997 shall receive service pay based on the number of years of service as of December 31st of that year as follows:

SERVICE	PAY
after 5 years	\$200
after 10 years	\$400
after 15 years	\$600
after 20 years	\$800
after 25 years	\$1000
after 30 years	\$1200

- 33.03 Employees hired after April 1, 1998 shall receive service pay based on the number of years of service as of December 31st of each year as follows:

SERVICE	PAY
after 10 years	\$400
after 15 years	\$600
after 20 years	\$800
after 25 years	\$1000
after 30 years	\$1200

ARTICLE 34 - PENSION

- a. “Effective the 1st day of February 2018, all Employees of the Employer shall cease to be Members of the CBRM Pension Plan”
- b. “Effective the 1st day of February 2018, all Employees of the Employer shall participate in the PSSP as Members of the PSSP in accordance with the terms and conditions of that Plan, now in effect and however changed in the future”
- c. “CBRM shall participate in the PSSP as an Employer of the Members of the bargaining unit in accordance with the terms and conditions of the PSSP now in effect and however changed in the future”
- d. “The participation of Members of the Union in the PSSP shall be in accordance with the agreement in principle signed by the parties on the 21st day of May 2018, attached hereto as Appendix ‘A’”
- e. “The participation of the Employees in the PSSP shall be subject to, and must be in accordance with, the Transfer Agreement signed between CBRM and the Public Service Superannuation Plan Trustee Incorporated, effective the 1st day of February 2018, attached hereto as Appendix “B”.

ARTICLE 35 - GROUP INSURANCE

- 35.01** Employees on a leave of absence without pay, suspension without pay (provided the Employee is not reinstated), or any other unpaid leave of absence shall be responsible for 100% cost of the group benefit plans. Payments shall be made the 1st day of the month following leave.
- 35.02** An Employee on lay off who wishes to maintain benefit coverage shall be responsible for 100% cost of the group benefit plan, subject to approval of the insurance carriers, with the exception of LTD.
- 35.03** The **EMPLOYER** agrees to provide a group benefits plan during the life of this Agreement. All Employees shall become members of the **CBRM** group life, medical, dental, and long term disability plan, membership shall be in accordance with the plan criteria. The plan shall be cost shared 40% Employee 60% **EMPLOYER**. The group plan shall commence the first day of the month following the signing of this Collective Agreement.
- 35.04** 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 36 - WORKER'S COMPENSATION

36.01 When an employee is off work due to an accident or occupational illness resulting from their employment and which is approved as compensable by the Workers Compensation Board, the employee shall be paid their regular salary up to twelve (12) months from the first day of absence. The Workers Compensation benefit shall be paid directly to the **EMPLOYER**. The employee will then revert back to WCB.

36.02 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. The employee's portion of group benefits will be deducted from the Workers' Compensation supplement.

36.03 The **EMPLOYER** and employee shall continue their respective contributions to pension for the first twelve (12) months of compensation. Employees shall have the option of continuing to pay 100% of their pension after twelve (12) months while on Workers' Compensation. The employee's portion of pension will be deducted from the Workers' Compensation supplement.

36.04 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.

36.05 An employee who is unable to work and who is receiving WCB will be deemed to be on day shift, scheduled Monday to Friday,

- a) Shall continue to accumulate seniority and service
- b) Shall continue to receive long service pay
- c) Shall not accumulate sick leave entitlement
- d) Shall not receive statutory holiday entitlement

ARTICLE 37 - EMPLOYEE ASSISTANCE

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

37.02 Without detracting from the existing rights and obligations of the parties and recognizing other provisions of this Agreement, the **EMPLOYER** and the **UNION** agree to cooperate in encouraging employees afflicted with alcoholism, drug dependency or personal problems to undergo a coordinated program directed to the objective of their rehabilitation in a safe and confidential manner.

ARTICLE 38 – COURSES

- 38.01** All courses shall be posted on **UNION** bulletin boards for seven (7) calendar days, in order that all interested employees may be aware of the course and have the opportunity to make application.
- 38.02** The **EMPLOYER** shall ensure that the senior applicants for courses are given serious consideration in awarding the courses. If all factors are equal, the senior applicant shall receive the course.
- 38.03** The **EMPLOYER** will ensure that all operational Firefighters will be trained to a minimum of Level II Pro board certification.
- 38.04** The **EMPLOYER** shall ensure that the Firefighter Level I and Level II courses is provided to all career Firefighters during working hours.
- 38.05** Employees who have made application and who are selected to attend courses where the cost of the course including travel expenses and cost of wages is in excess of one thousand four hundred and ninety nine dollars (\$1499.00) will be required to sign a Return of Service Agreement form in accordance with Policy 5-10 Employee Training and Development (Appendix E). If for any reason, the employee is terminated before the duration of the continued employment agreement, the employee shall not be responsible for reimbursement of such course.
- 38.06** Employees in the Fire Service shall be limited to a maximum of two (2) courses per year, unless no other Employee has the prerequisite qualifications to apply for such courses.

ARTICLE 39 - LEGAL COUNSEL

- 39.01** The **CBRM** shall make available the services of the Regional Solicitor for the purpose of providing legal counsel to any CBRM Fire Service employee charged with a criminal or statutory offense while lawfully engaged in the performance of his duties as required by his **EMPLOYER**.
- 39.02** The **CBRM** shall defend and pay any settlement, claims, or judgments brought against or recovered against any **UNION** member/ regional employee arising from the department member's lawful performance of their employment. This includes, but is not limited to, the operation of the department's/regional vehicles and fire apparatus, emergency response equipment/ vehicles, and/or apparatus, or private vehicle used for work- related and related equipment.

ARTICLE 40 - PERSONNEL RECORDS

40.01 The Human Resources Department shall retain each employee's official personnel file. The Fire Department shall retain each employee's department file. All employees shall be able to view their personnel file in the Human Resources Department during normal working hours (in the presence of a member of management.)

ARTICLE 41 - UNIFORMS AND EQUIPMENT

41.01 The following items will form the Regional Fire Service station dress and uniform. Replacement will be as listed below.

a. Career fire fighters will receive:

<u>STATION DRESS</u>		
<u>Item</u>	<u>Colour</u>	<u>Distribution</u>
Pants (2)	Navy Blue	ANNUALLY
Shirt - Duty Shirt s/s (2)		
Short Sleeve or Long Sleeve	Navy Blue	ANNUALLY
Wildland Coveralls	Yellow	ON RETURN
Light Jacket	Black	ON RETURN
Tee Shirts (2)	Navy Blue	ANNUALLY
Winter Jacket	Black	ON RETURN
Firefighter Job Sweater	Navy Blue	ON RETURN
<u>UNIFORM CLOTHING</u>		
<u>Item</u>	<u>Colour</u>	<u>Distribution</u>
Dress Pants (1)	Black	ON RETURN
Uniform jacket (1)	Black	ON RETURN
Shirt (1)	White	ON RETURN
Gloves (1)	White	ON RETURN
Forge Hat (1)	Black	ON RETURN
Hat Badge (1)	Regional	ON RETURN
3/4 length jacket (1)	Black	ON RETURN
Neck tie (1)	Black	ON RETURN
	Accessories	
Ball Cap and winter toque	Navy Blue	ON RETURN
Belt	Black	ON RETURN
Work Shoes (1 Pr)	Black	ON RETURN
Work Boots(1 Pr)	Black	ON RETURN
Station Gloves (2 Pr)	NA	ON RETURN
Breast Badge	Gold	ON RETURN
NAME TAGS	Gold	ON RETURN

b. EVT/Firefighters shall receive the above allotment of clothing with the following changes:

<u>Item</u>	<u>Colour</u>	<u>Distribution</u>
Pants (3)	Navy Blue	ANNUALLY
Shirts (1)	Navy Blue	ON RETURN
T-Shirts (3)	Navy Blue	ANNUALLY

c. Building Officials will receive:

<u>Item</u>	<u>Colour</u>	<u>Distribution</u>
Safety Boots/Shoes	Black	ON RETURN
Work pants (2)	Black	ANNUALLY
Work Shirt (2)	Black	ANNUALLY
Multi season Jacket (1)	Black Blue	ON RETURN

d. Fire Prevention Officers will receive, in addition to Uniform Clothing listed above:

<u>Item</u>	<u>Colour</u>	<u>Distribution</u>
Pants (2)	Navy Blue	ANNUALLY
Duty Shirts (2)	Navy Blue	ANNUALLY
T-Shirts (2)	Navy Blue	ANNUALLY
Sweaters (1)	Navy Blue	ON RETURN
3 in 1 jacket (1)	Navy Blue	ON RETURN
Wallet Badge and Identification	n/a	ON RETURN
Insulated Coveralls	Navy Blue	ON RETURN
Breathing Respirator	n/a	ON RETURN

41.02 The **EMPLOYER** and the **UNION** shall establish a uniform committee. Samples shall be provided to the **UNION** for consideration prior to the placement of the order. Clothing will be marked as the property as the CBRM.

41.03 Every effort will be made to issue clothing by June of each year.

41.04 Any uniform, work clothing or equipment soiled at the workplace, beyond repair, shall be replaced.

41.05 Gender specific clothing shall be available as an option.

ARTICLE 42 - BENEFIT AND BINDING

42.01 This agreement and everything contained therein shall enure to the benefit of and be binding upon the parties hereto and their successors.

ARTICLE 43 – NEW CLASSIFICATIONS

43.01 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 44 - STRIKE OR LOCKOUT

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

ARTICLE 45 – MILEAGE

45.01 Any Employee who is authorized by their immediate management supervisor to use his automobile for the **EMPLOYER**’S business shall be reimbursed in accordance with the **CBRM** Travel Policy.

ARTICLE 46 - DURATION AND TERMINATION

46.01 This agreement shall be deemed to have come into force and effect on the 1st day of November 2016 and shall continue in full force and effect until the 31st day of October 2024, and thereafter from year to year unless either the **EMPLOYER** or **UNION** shall give notice to the other as hereinafter provided that it desires that this agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new agreement be negotiated to replace this agreement. Such notices to be effective must be in writing and sent to the **EMPLOYER** or the **UNION**.

46.02 This Agreement may be amended at any time during the term of this agreement provided the two parties mutually agree in writing to the amendment.

46.03 The provisions of Appendix “B” Salaries shall be retroactive to November 1, 2011 and includes pension contributions by the Employer and the affected employees, statutory holiday pay in the retroactive period, increases in percentage differentials for the Captain and E.V.T. positions for both active employees and those who have terminated their employment (who shall receive retroactivity based on their compensated service from November 1, 2011 until the termination of their employment). Such retroactive payments shall be made as soon as is reasonably practicable after signing of this Collective Agreement.

APPENDIX A – AGREEMENT IN PRINCIPLE

IN THE MATTER OF A COLLECTIVE AGREEMENT

BETWEEN:

CAPE BRETON REGIONAL MUNICIPALITY

(hereinafter referred to as "Municipality")

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2779

(hereinafter referred to as "Union")

WHEREAS the Members of the Union were Members of the Cape Breton Regional Municipality Pension Plan pursuant to the Collective Agreement between the parties;

AND WHEREAS the Municipality, the Union and its Members have agreed to transfer the assets and liabilities of the CBRM Pension Plan to the Nova Scotia Public Service Superannuation Plan (hereinafter referred to as "PSSP");

AND WHEREAS as a result of the transfer from the CBRM Pension Plan to the PSSP, there is a need to amend the Collective Agreement between the parties dated the 21 day of March, 2018.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Article 35 of the Collective Agreement dated the day of , between the parties shall be deleted from the Collective Agreement effective the 1st day of February, 2018;
2. A new Article shall be inserted in its place to read as follows:
 - a. "Effective the 1st day of February, 2018, all Employees of the Employer shall cease to be Members of the CBRM Pension Plan"
 - b. "Effective the 1st day of February, 2018, all Employees of the Employer shall participate in the PSSP as Members of the PSSP in accordance with the terms and conditions of that Plan, now in effect and however changed in the future"
 - c. "CBRM shall participate in the PSSP as an Employer of the Members of the bargaining unit in accordance with the terms and conditions of the PSSP now in effect and however changed in the future"
 - d. "The participation of Members of the Union in the PSSP shall be in accordance with the agreement in principle signed by the parties on the day of , attached hereto as Appendix 'A'"
 - e. "The participation of the Employees in the PSSP shall be subject to, and must be in accordance with, the Transfer Agreement signed between CBRM and the Public Service Superannuation Plan Trustee Incorporated, effective the 1st day of February, 2018, attached hereto as Appendix "B".

DATED at Sydney, Nova Scotia, this 21 day of May, 2018

Cape Breton Regional Municipality

Mayor Cecil P. Clarke

Deborah Campbell Ryan

Deborah Campbell Ryan, Municipal Clerk

International Association of Fire Fighters, Local 2779

R. Foote

David

Appendix A

AGREEMENT IN PRINCIPLE

BETWEEN:

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

OF THE FIRST PART

LOCAL 2779 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
 (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 CBRM Pension Plan, shall be transferred to the PSSP in accordance with the Transfer Agreement.

- 2 -

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.
 - (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;

- 3 -

(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.

- 4 -

THE CAPE BRETON REGIONAL
MUNICIPALITY

SIGNED:

This 22 day of September 2017

Per: 
The Pension Administrator

Per: _____
Title _____

LOCAL 2779 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

SIGNED:

This _____ day of _____ 2017

Per: _____

Title _____

Per: _____

Title _____

APPENDIX B – SALARIES

		Nov.01/16	Nov1/17	Nov1/18	Nov1/19	Nov1/20	Nov1/21	Nov1/22	Nov1/23
Union	Current	2.75%							
Deputy Platoon Chief	75370.64	77443.33	79573.02	81761.28	84009.72	86319.98	88693.78	91132.86	93639.02
Captain (111%)	\$71,299.39	73,260.12	75,274.78	77,344.83	79,471.82	81,657.29	83,902.87	86,210.20	88,580.98
FF 1st class +3yrs	\$64,233.69	66,000.12	67,815.12	69,680.04	71,596.24	73,565.13	75,588.17	77,666.85	79,802.69
FF 2-3 yrs (69.3%)	\$44,513.94	\$45,738.07	\$46,995.87	\$48,288.26	\$49,616.18	\$50,980.63	\$52,382.60	53823.12	55303.25
FF 1-2 yrs (65.9%)	\$42,329.98	\$43,494.05	\$44,690.14	\$45,919.12	\$47,181.90	\$48,479.40	\$49,812.58	51,182.43	52,589.94
FF Recruit 0-1 yrs (62%)	\$39,824.88	\$40,920.06	\$42,045.37	\$43,201.61	\$44,389.66	\$45,610.37	\$46,864.66	48,153.44	49,477.66
EVT/Firefighter (108%)	\$69,372.40	\$71,280.14	\$73,240.34	\$75,254.45	\$77,323.95	\$79,450.36	\$81,635.25	83,880.21	86,186.92
	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Build Offical Level 2	\$67,522.75	\$68,873.21	\$70,250.67	\$71,655.68	\$73,088.80	\$74,550.57	\$76,041.58	77,562.42	79,113.66
Build Offical Level 1	\$57,465.64	\$58,614.95	\$59,787.25	\$60,983.00	\$62,202.66	\$63,446.71	\$64,715.64	66,009.96	67,330.16
Assistant Building Offica	\$46,102.57	\$47,024.62	\$47,965.11	\$48,924.42	\$49,902.90	\$50,900.96	\$51,918.98	\$52,957.36	\$54,016.51
Property Maintenance	\$46,102.57	\$47,024.62	\$47,965.11	\$48,924.42	\$49,902.90	\$50,900.96	\$51,918.98	52,957.36	54,016.51
Fire Prevention Officer 1	\$57,465.64	\$58,614.95	\$59,787.25	\$60,983.00	\$62,202.66	\$63,446.71	\$64,715.64	\$66,009.96	\$67,330.16
Fire Prevention Officer 2	\$67,522.75	\$68,873.21	\$70,250.67	\$71,655.68	\$73,088.80	\$74,550.57	\$76,041.58	77,562.42	79,113.66

APPENDIX C - CALL OUT PROCEDURES

OFF DUTY CALL-OUT PROCEDURES

A	work 8 am – 6 pm day shift	work 8 am – 6 pm day shift	work 6 pm – 8 am night shift	work 6pm – 8 am night shift	no call –out allowed	call-out for 6 pm – 8 am shift only	call-out for either shift day/night	call-out for 8 am – 6 pm shift only
B	work 6 pm – 8 am night shift	work 6 pm – 8 am night shift	no call-out allowed	call-out for 6 pm – 8 am shift only	call-out for either shift day/night	call-out for 8 am – 6 p.m. shift only	work 8 am – 6 pm day shift	work 8 am – 6 pm day shift
C	call-out for either shift day/night	call-out for 8 am –6 pm shift only	work 8 am – 6 pm day shift	work 8 am – 6 pm day shift	work 6 pm – 8 am night shift	work 6 pm – 8 am night shift	no call-out allowed	call-out for 6 pm – 8 am shift only
D	no call-out allowed	call-out for 6 pm – 8 am shift only	call-out for either shift day/night	call-out for 8 am – 6 pm shift only	work 8 am – 6 pm day shift	work 8 am – 6 pm day shift	work 6 pm – 8 am night shift	work 6 pm – 8 am night shift

(a) This call-out procedure shall be used by management when implementing any call-out as per Article 32

APPENDIX D - SENIORITY LISTS**Firefighters**

	First Name	Last Name	Sen.Date	Service Date
1	DAVID	SHAHEEN	20-Nov-78	
2	ARCHIE	FERGUSON	20-Nov-78	
3	STEVE	BURNS	15-Jan-79	
4	LEONARD	BARRINGTON	24-Jun-84	
5	STEPHEN	PERTUS	05-Aug-86	25-Mar-85
6	RAY	ABBASS	01-May-89	
7	AUBREY	GOYETCHE	01-May-89	
8	ROBERT	BICKERTON	01-May-89	
9	STEPHEN	MACVICAR	01-May-89	
10	FRANK	MACPHERSON	26-Feb-90	
11	WALTER	KOWAL	23-Sep-93	28-Oct-91
12	RUSSELL	DAVIS	04-Jan-94	
13	DAVID	MACNEIL	14-Mar-94	
14	D ALLAN	MACLEOD	14-Mar-94	
15	JOSEPH	PIKE	28-Nov-94	
16	DONALD R.	WHALEN	02-Aug-95	
17	MICHAEL A	WALL	02-Aug-95	
18	KENNETH	MAGLIARO	02-Aug-95	
19	Henry	DEBISON	25-Sep-95	18-Jun-79
20	FRANCIS	REID	25-Sep-95	08-Jun-92
21	PHILIP	MCNEIL	25-Sep-95	
22	MARK	BETTENS	25-Sep-95	
23	JODY	WRATHALL	25-Sep-95	
24	DONALD	JESSOME	25-Sep-95	
25	EUGENE	MAGEE	25-Sep-95	
26	FRED	DOUCETTE	23-Oct-95	
27	FRANK	JACOBS	23-Oct-95	
28	DONNIE	RICHARDSON	02-Sep-00	30-Aug-93
29	Michael	HILLARD	02-Sep-00	
30	ALLAN	TRIMM	02-Sep-00	
31	Rick	FOOTE	30-Jul-01	
32	Bill	PETRIE	30-Jul-01	
33	John	MACPHERSON	28-Apr-03	26-Mar-01
34	Glen	ASH	26-May-03	23-May-00
35	Darren	Boudreau	14-Nov-06	
36	Dougal	MacAulay	03-Nov-08	16-May-03
37	David	McLaughlin	03-Nov-08	
38	Darryl	Boone	03-Nov-08	
39	Andrew	Petrie	03-Nov-08	
40	Blair	MacIsaac	10-Nov-08	

41	Matthew	Hawley	10-Nov-08	
42	Aubrey	MacSween	01-Jun-09	
43	Mark	Green	15-Jun-09	
44	Daniel	Bennett	02-May-11	
45	David	Witzell	02-May-11	
46	Ben	Tatlock	02-May-11	
47	Allen	MacQueen	02-May-11	
48	Hillary	Tatlock	16-Jul-12	
49	Todd	Ballah	16-Jul-12	
50	Frank	Martin	16-Jul-12	
51	Scott	MacKenzie	16-Jul-12	
52	Michael	Gerrow	16-Jul-12	
53	Stephen	MacKenzie	16-Jul-12	
54	Ryan	MacNeil	16-Jul-12	
55	Michael	Bourgeois	16-Jul-12	
56	Jordan	MacDonald	16-Jul-12	
57	John	Digou	09-Feb-15	
58	Kylie	Ballah	01-Dec-15	29-Jul-13
59	Jorden	Langlois	01-Dec-15	
60	Scott	Farrow	01-Dec-15	
61	Brandon	Fedora	01-Dec-15	
62	Ryan	O'Shea	06-Sep-16	
63	Michael	Ford	06-Sep-16	

Building Officials, Property Maintenance Inspector

	First Name	Last Name	Sen.Date	Service Date
1	Roger	Rose	02-May-05	
2	Greg	MacPhee	03-May-05	
4	Duncan	MacQueen	08-Jun-08	
5	Jason	MacDonald	05-Jan-09	16-Oct-01
6	Angelo	Canova	30-Oct-17	
7	Ian	O'Neill	14-Nov-17	

Fire Prevention Officers

	First Name	Last Name	Sen.Date	Service Date
1	Mark	Jessome	04-Dec-17	
2	Gary	O'Brien	30-Apr-18	

APPENDIX E - CONTINUED EMPLOYMENT AGREEMENT

Cape Breton Regional Municipality Return of Service Agreement

THIS AGREEMENT is made this _____ day of _____, 20_____

BETWEEN: The Cape Breton Regional Municipality

- And -

The applicant

It is agreed between the parties as follows:

1. The Cape Breton Regional Municipality will pay:

\$_____ towards course/program fees;

\$_____ towards travel expenses;

\$_____ towards salary, (where applicable, for causes requiring a leave of absence).

For attendance at _____

2. In return, the applicant will provide a return of service of _____ months commencing _____, 20_____.
 3. If the applicant fails to successfully complete _____ course/program, or if the applicant terminates employment with the Cape Breton Regional Municipality prior to the completion of the course/program, the total advance of \$_____ will be refunded to the Municipality.
 4. Should the applicant not provide the full months of service, the total advance will be paid back to the Municipality.
 5. The parties agree that any money owing to the Municipality under the terms of this agreement will be deducted from the last pay which the employee is entitled to receive from the Municipality.

SIGNED, SEALED & DELIVERED in the presence of:

THE CAPE BRETON REGIONAL MUNICIPALITY

)

)

)

)

)

Mayor

)

WITNESS

MUNICIPAL CLERK

)

)

WITNESS

APPLICANT

)

Appendix F - Application for Sick Leave & Income Protection Benefit & Return to Work Authorization

Instructions:

1. It is the employee's responsibility to have this form completed and every reasonable effort should be made to have this returned to his/her non-union supervisor on return to work, or as requested.
2. Section B, question 2 or 3 must state your exact return to work date.
3. If there is change in your ability to perform your normal job, it is important to have Section B completed and give it to your non-union supervisor within 10 calendar days of first day of sick leave.

➤ **PHYSICIAN: THE FOLLOWING CONFIDENTIAL INFORMATION IS NECESSARY TO PROCESS OUR EMPLOYEE'S CLAIM FOR SICK LEAVE PAY AND TO ASSIST US IN PLANNING WITH RESPECT TO HIS/HER ABILITY TO RETURN TO WORK. PLEASE RETURN COMPLETED FORM TO YOUR PATIENT.**

SECTION A: TO BE COMPLETED BY EMPLOYEE

NAME _____ EMPLOYEE NO. _____

JOB TITLE _____ DEPT. _____

WORK LOCATION _____ SUPERVISOR'S NAME _____

DATE OF 1ST DAY ABSENT _____

NATURE OF ILLNESS

This signature authorizes the undersigned physician(s) to release information concerning my present medical condition to the CBRM/Occupational health Nurse or Doctor.

EMPLOYEE'S SIGNATURE _____ DATE _____

SECTION B: TO BE COMPLETED BY ATTENDING PHYSICIAN

1. THIS EMPLOYEE HAS BEEN ABSENT FROM WORK AND UNDER MY CARE FROM _____ TO _____
2. HE/SHE MAY RETURN TO WORK ON _____ WITH NO RESTRICTIONS
3. HE/SHE MAY RETURN TO MODIFIED WORK ON _____ UNTIL _____ WITH THE FOLLOWING RESTRICTIONS _____

SECTION C: TO BE COMPLETED BY ATTENDING PHYSICIAN

CONFIDENTIAL

4. NATURE OF ILLNESS _____

DATE OF ONSET _____ DATE OF FIRST EXAMINATION _____

OFF THE JOB INJURY ILLNESS

PRESENT TREATMENT _____

DATE HOSPITALIZED DAY _____ MONTH _____ YEAR _____

IF REFERRED, TO WHOM _____ DATE _____

5. PROGNOSIS OR ADDITIONAL COMMENTS _____

6. NAME AND ADDRESS OF PHYSICIAN (please print) _____

PHYSICIAN'S SIGNATURE _____

6. NAME AND ADDRESS OF PHYSICIAN (please print) _____

PHYSICIAN'S SIGNATURE _____

Where an employee deems information in Sections B & C to be confidential, they can return same to non-union supervisor in a sealed envelope marked "MEDICAL REPORT" addressed to CBRM HR Department or deliver directly to the CBRM HR Department.

APPENDIX G – LETTER OF UNDERSTANDING

The parties shall establish a joint committee to review the current Article 7 and to prepare a revised Article 7 addressing the promotional routine. The committee will have six members, three appointed by the Chief Director Fire and Emergency Services, one of whom shall be co-chairperson and three appointed by the President of the Association, one of whom shall be co-chairperson. The committee shall establish its own mandate, which shall include review of the promotional routine and recommendation of language for a revised Article 7. The committee shall submit a report to CBRM and the Association within 120 days of being constituted. CBRM and the Association shall discuss the report and any agreed amendments to Article 7 shall be incorporated in the Collective Agreement.