

COLLECTIVE AGREEMENT

BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY

AND

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

November 1, 1997 to October 31, 2000

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COLLECTIVE AGREEMENT

THIS AGREEMENT is effective from the 1st day of November 1997, to the 31st day of October 2000.

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

PARTY OF THE FIRST PART,

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

PARTY OF THE SECOND PART

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

ARTICLE 1 - PREAMBLE

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 **Employee** shall mean one who is hired and occupies a position in the bargaining unit and who has completed the probationary period.
- 2.02 **Regular Full Time Employee** is an employee who has completed the probationary period and is regularly scheduled to work forty (40) hours per week in a regular position.
- 2.03 **A Regular Part Time Employee** is regularly scheduled to work less than the schedule for a regular full time employee. Regular part time employees shall be entitled to the provisions of the Collective Agreement on a proportionate basis to regular full time.
- 2.04 **Probationary Employee** is an employee who has not completed the probationary period.
- 2.05 **The Employer** shall mean the Cape Breton Regional Municipality.

- 2.06 **The Union** shall mean the Canadian Union of Public Employees Local 759 .
- 2.07 **The Bargaining Unit** shall mean the Outside Bargaining Unit.
- 2.08 **The CBRM** shall mean the Cape Breton Regional Municipality.
- 2.9 For the purpose of this Agreement the male shall be deemed to include the female 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 CBRM to:
- a) maintain order, discipline and efficiency;
 - b) hire, suspend, discharge, direct, transfer in accordance with seniority within a classification, promote, demote, and lay off employees or otherwise discipline any employee covered by this agreement, however, a claim by an employee that he has been discharged, suspended, demoted, or laid off for non-disciplinary reasons shall be subject to a grievance under the Grievance Procedure;
 - c) operate and manage its business in all respects in accordance with its commitments and responsibilities.
- 3.02 CBRM shall possess and exercise all rights and functions, powers, privileges and authority with regard to the management and operation of the municipality except as such are limited by the terms of this Agreement.

ARTICLE 4 - RECOGNITION

- 4.01 The **EMPLOYER** recognizes the Canadian Union of Public Employees and its Local 759 as the sole and exclusive collective bargaining agent for all regular full time and regular part time trades, general, operating, transit, mechanical employees employed by the Cape Breton Regional Municipality, save and except Directors, Managers and Supervisors and those persons excluded by paragraph (a) and (b) of subsection (2) of Section 2 of the Nova Scotia Trade Union Act as per the Labour Relations Board of Nova Scotia Certification Order 4268.
- 4.2 No employee shall be required or permitted to make a written or verbal agreement with the **EMPLOYER** or his representatives which may conflict with the terms of this collective agreement.

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 to 65, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation nor by reason of their membership or activity in a labour union.

ARTICLE 6 - UNION SECURITY & CHECK OFF

6.01 All employees except those excluded by Article 4 shall, as a condition of continuing employment, become and remain members in good standing of the **UNION** according to the constitution and by-laws of the **UNION**. All future employees except those excluded by Article 4, shall, as a condition of continuing employment, become and remain members in good standing of the **UNION** upon commencement of employment with the **EMPLOYER**.

6.2 The **EMPLOYER** shall deduct from every employee covered by this agreement *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 him to the **UNION**.

**NOTE: It is understood the 16 hours rule shall be applied when the payroll system is brought in-house.*

6.03 Deductions shall be made from the payroll and shall be forwarded to the 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 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the **EMPLOYER** shall type on the amount of union dues paid by each Union member in the previous years.

ARTICLE 7 - PROBATIONARY PERIOD

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

ARTICLE 8 - UNION AFFAIRS

8.01 Any two (2) employees who have been elected as delegates of the **UNION** shall be granted leave of absence without loss of seniority and without loss of pay to attend two (2) conventions annually.

8.2 The President and Secretary of the **UNION** or any two (2) members authorized by the **UNION**, may be granted time off with pay to attend meetings dealing with matters pertaining to the **UNION**.

8.03 A **UNION** Bargaining Committee shall be appointed and shall consist of not more than five (5) members of the **UNION**. Representatives of the **UNION** shall be granted time off with pay to attend meetings with the **EMPLOYER** during normal working hours. The **UNION** shall notify the **EMPLOYER** of **UNION** nominees to the Committee.

8.04 The **UNION** shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the **EMPLOYER**. Such representative shall have access to the **EMPLOYER'S** premises in order to investigate and assist in the settlement of a grievance following notification of the CAO or designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established, consisting of not more than five (5) representatives of the **UNION** and not more than four (4) representatives of the **EMPLOYER**. A management representative and a **UNION** representative shall be designated as joint chairmen, and shall alternate in presiding over meetings.
- 9.02 Minutes of each meeting of the Committee shall be prepared and signed by the joint chairmen. The signed copies of the minutes shall be made available to each member of the committee within a two (2) week time frame.
- 9.3 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.
- 9.04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the **UNION** or the **EMPLOYER** and does not have the power to bind either the union or its members or the **EMPLOYER** to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the **UNION** and the **EMPLOYER** with respect to its discussions and conclusions. No grievances being processed by the Grievance Committee shall be dealt with at these meetings.
- 9.05 The Committee shall meet the last Wednesday of each month, unless mutually agreed otherwise, at a mutually agreed time and place. Agenda items shall be provided to the Director of Public Works no later than two (2) days prior to the meeting. Employees shall not suffer any loss of pay while attending these meetings.

ARTICLE 10 - GRIEVANCE ARBITRATION

- 10.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the **EMPLOYER** acknowledges the right 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 his grievance in accordance with the Grievance Procedure.
- 10.02 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.
- 10.03 Members of the Grievance Committee shall not leave their place of duty during working hours to process a grievance except when permission has been granted by the immediate management supervisor. Permission will not be unreasonably withheld.
- 10.04 Definition of a Grievance
- A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.
- 10.05 Settling of Grievances
- An earnest effort shall be made to settle any grievances fairly and promptly. Employees may have

the assistance of a shop steward at any step of the grievance procedure.

All grievances shall be dealt with as follows:

- Step 1 The aggrieved employee(s) shall first discuss the grievance with his immediate management supervisor within five (5) working days of the discovery of the occurrence or the event giving rise to the grievance. The immediate management supervisor shall give his written answer within five (5) working days to the employee.
- Step 2 Should the written answer given by the immediate management supervisor not be acceptable to the grievor(s), the grievance shall be submitted to the **UNION** Grievance Committee within five (5) working days. The **UNION** Grievance Committee shall submit in writing the matter to the Departmental Manager within five (5) working days and he shall attempt to settle the matter immediately within five (5) working days.
- Step 3 If the decision of the Departmental Manager is not acceptable to the **UNION** Grievance Committee and the grievor, the grievance shall be referred to the Departmental Director in writing within five (5) working days of the receipt of the answer in Step 2. The Departmental Director shall meet with the **UNION** Grievance Committee within five (5) working days to review the grievance. The Departmental Director shall reply within five (5) working days following the meeting.
- Step 4 Failing satisfactory settlement being reached at Step 3, if both parties mutually agree, the grievance shall be submitted to the Department of Labour, Conciliation Services Section for Grievance Mediation. Time limits shall be suspended during this process.

Any discussions by the parties, or recommendations of the Mediator shall be made without prejudice to any further proceedings.

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

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

10.07 Time Limits

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

10.08 Arbitration

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

A single arbitrator shall be used if mutually agreed.

10.09 Expenses of the Board

Each Party shall pay:

1. The fees and expenses of the Arbitrator it appoints.
2. One third (1/3) of the fees and expenses of the Chairperson. Should the fees and expenses of the Chairperson exceed the limit authorized as payable by the Nova Scotia Department of Labor, the Parties each agree to pay one half (1/2) of the amount exceeding such authorized limit.

10.10 Power of the Board

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

10.11 Decisions of the Board

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

ARTICLE 11 - DISCHARGE SUSPENSION

- 11.01 An employee who has completed his probationary period may be dismissed, but only for just cause. The Chief Administrative Officer or designate may discipline, discharge, or suspend an employee. When an employee is disciplined, discharged, or suspended, he shall be given the right to have the reason given in the presence of a member of the **UNION**.
- 11.02 An employee, considered by the **UNION** to be wrongly or unjustly discharged or suspended, shall be entitled to a hearing under the Grievance Procedure.
- 11.3 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.

ARTICLE 12 – SENIORITY

- 12.01 Seniority shall be defined as the employee's length of service with the **EMPLOYER** in those positions covered by the bargaining unit and shall be used in determining preference for promotions, demotions, transfers, layoffs and recalls.
- 12.2 As a transitional arrangement, employees' former departmental seniority (pre August 1, 1995) will be recognized in their designation to the newly created Public Works departments identified in Appendix "C". Following signing of this Agreement all future movement (promotions, demotions, transfers, layoffs and recalls) between departments, sites and divisions will recognize an employee's bargaining unit wide date of seniority.
- 12.03 The **EMPLOYER** shall maintain a seniority list showing the employee's seniority date. A copy of the seniority list shall be sent to the Secretary of the **UNION** in January of each year for sign off.

- 12.04 Newly hired employees shall be on a probationary period as specified in Article 7. After completion of the probationary period seniority shall be effective from the original date of employment to a regular position.
- 12.05 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, or leave of absence approved by the **EMPLOYER**.
- 12.06 An Employee shall only lose seniority in the event that:
- 1) He resigns in writing and the resignation is not withdrawn within five (5) working days.
 - 2) He is discharged for just cause and is not reinstated.
 - 3) He fails 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 his current address. An employee called for casual work or employment for short duration, less than five (5) working days, at a time he is employed elsewhere, shall not lose recall rights for refusal to return to work.
 - 4) He is laid off for more than two (2) years.
- 12.07 An employee who has applied for a position outside of the bargaining unit shall be entitled to return to his former position in the bargaining unit without loss of seniority if he proves unsatisfactory in the position during the probationary period of four (4) months. During the probationary period the employee shall retain the option of returning to his former position without loss of seniority, benefits and salary consistent with that classification.
- 12.8 An employee required to work in a lower classification during the course of his normal daily activities will continue to receive the rate for the classification he is normally paid for. If required to work in a higher classification he will be paid the higher rate of that classification.

ARTICLE 13 - ASSIGNMENT OF THE WORKFORCE

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

ARTICLE 14 - LAY OFFS & RECALLS

- 14.01 In the event of a layoff within the bargaining unit, employees in jobs where there are personnel surplus to requirements shall be laid off in reverse order of seniority. The employee(s) laid off may bump the junior employee in:
- (a) his own job classification; or
 - (b) an equivalent related job classification; or
 - (c) a lesser rated job classification;

in the bargaining unit provided he has the required *qualifications, and/or related experience, skill and ability to perform the duties of that position. Employees displaced, as a result of such bumping

shall have a similar right to bump.

- 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 he has the required qualifications, skill and ability to perform the duties of that position. If he does not have the required qualifications, skill and ability to perform the duties of that position he shall displace the next most junior position that he has 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, skill and ability to perform the available work.
- 14.04 No new employee shall be hired until all those laid off have been given the opportunity of recall provided that they have the qualifications, skill and ability to perform the job.
- 14.05 The **EMPLOYER** shall notify employees to be laid off twenty-one (21) calendar days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work twenty-one (21) calendar days after notice of layoff, he shall be paid in lieu of work for that part of the twenty-one (21) calendar days during which work was not available.
- 14.06 Employees who resign from their employment with the CBRM, shall provide the **EMPLOYER** with seven (7) calendar days notice in writing.

*In all cases qualifications shall include related experience.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

- 15.01 Where a vacancy of a regular position occurs or a new position is created within the bargaining unit, the **EMPLOYER** shall notify the **UNION** in writing and shall post the position for a minimum of seven (7) calendar days.
- 15.02 The notice of posting shall contain the nature of the position, the department, division and site and the required qualifications and/or related experience, skills, abilities, hours of work, and classification. The qualifications and skills required shall not be set in an arbitrary fashion but shall, to the greatest degree possible, reflect the real requirements of the position posted.
- 15.03 In the filling of vacancies, new positions or promotions within the bargaining unit, appointments shall be made of the applicant having the required skill, ability, and qualifications and/or related experience. If all factors are equal the employee with the greatest seniority shall be appointed.
- 15.04 The successful employee shall be placed on a trial period for a period of three (3) months. In the event the successful employee proves unsatisfactory in the position during the aforementioned period, he shall be informed in writing of the reasons by his supervisor, and 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 promoted or transferred because of the rearrangement of position shall also be returned to his former position without loss of seniority, benefits or previous salary consistent with that classification.
- 15.05 No outside advertisements for any vacancies or new positions shall be placed until after the closing dates of the inside postings, except with prior consultation with the **UNION**. Applications of present employees shall be processed first.

15.06 Regular employees are not eligible to apply for positions unless the primary probationary period or trial period in respect to the regular position has been satisfactorily completed.

ARTICLE 16 - HOURS OF WORK

- 16.01 Hours of work for all departments of Public Works with the exception of Solid Waste/Incinerator, Arenas and other full seven (7) day per week operations:

The standard workweek for the majority of the workforce shall be eight (8) hours per day for five (5) days a week (8 a.m. - 4 p.m.) (4 p.m. - 12 a.m.) (12 am - 8 am) with one (1) twenty (20) minute and two (2) fifteen (15) minute site specific meal breaks Monday to Friday with two (2) consecutive days off. Staff requirement for shifts outside the standard workweek shall be scheduled not less than one week in advance.

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

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

16.04 Part Time Cleaners

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

16.05 Transit Operators

- (a) Regular assigned Transit Operators shall work an average of forty (40) hours per week with the shift rotation taken into consideration. Overtime shall be paid on all hours worked in excess of assigned scheduled hours based on bid board selection.
- (b) Spare Board Transit Operators shall work forty (40) hours per week or as close as possible to those hours.
- (c) Hours of work for spare Transit Operators shall be arranged by agreement between the **EMPLOYER** and the **UNION**. Spare Transit Operators shall phone for work on or before 9:00 am each day. Failure by the employee to call shall be an indication of unavailability for work. It is understood that if a spare Transit Operator is assigned to a run he shall report to work the following morning at the starting time of the assigned run.
- (d) Transit Operators who report to duty ten (10) or more minutes late to take out their regular runs shall lose their tour of duty if other work is not available. In such cases, Transit Operators who report late for the morning shift will be required to do spare work for the remainder of the shift if work is available. If work is not available, the Transit Operator shall not receive pay for that day.
- (e) Regular assigned Transit Operators, and spare Transit Operators, who have been assigned before 1.00 p.m. shall, except in the case of an emergency, have a fixed starting time which shall not be changed without at least fifteen (15) hours notice being given to the employee concerned. The starting time of an employee shall be the same on all days of the week unless otherwise mutually agreed upon between the **EMPLOYER** and the **UNION**.

- (f) All Transit Operator's weekly pieces of work which have night work scheduled shall be rotated on a weekly basis at the **EMPLOYER'S** discretion after agreement has been reached with the affected employees.
- (g) All Charter work shall be assigned to spare Transit Operators wherever possible. However, when there is an insufficient number of spare Transit Operators to cover available work on a particular day, the senior Transit Operator on his day off shall be asked to work, and given the choice of available work. However, in the case where a regular Transit Operator is called after the daily work sheet has been posted, he would have to take the work he has been called for.
- (h) Pick Runs
- (i) Transit Operators in order of seniority shall have a choice of becoming a regular run operator for the period of any pick.
- (ii) The **EMPLOYER** shall conduct a minimum three (3) picks per year and these will take place at the beginning of the first pay period in the months of January, July, and September. Due to special load demands which require a serious adjustment in a pick, the fourth pick may be conducted in consultation and with **UNION** approval. Should new routes or extensions to routes be added within thirty (30) days of the introduction of a new pick, such new route/extension will be covered by the spareboard; if over thirty (30) days, this new route/extension will be opened to pick.
- (iii) The **EMPLOYER** shall post the Bid Board four (4) working days in advance of the time the most senior Transit Operator is required to make his/her pick. All Transit Operators must sign the bid board within the next seventeen (17) working days. Any Transit Operator who has not signed the board by the end of the seventeen (17) day period shall be assigned by the **EMPLOYER**. The employee shall be required to honour the **EMPLOYER** pick.
- (i) All Spareboard work is to be rotated and Spareboard work shall be covered by spare Transit Operators where possible
- (j) Regularly assigned employees and spare board Transit Operators who report in time for their regular assignment shall be permitted to complete such assignments.
- (k) Except in cases of emergency, employees who desire unscheduled time off work must make application to his supervisor at least eighteen (18) hours before their scheduled start time for time off requested on Tuesday, Wednesday, Thursday, Friday or Saturday. The request must be submitted at least forty-eight (48) hours in advance for time off requested on a Sunday or Monday.
- (l) Transit Operators shall not be required to work on their regular days off unless no other Transit Operator will perform the work required. If necessary to work Transit Operators on their regular day(s) off, the junior Transit Operator will be required to work if work has been refused by the senior Transit Operator.
- (m) Mechanics shall not be required to work on their regular days off unless no other Mechanic will voluntarily perform the work required. If necessary to work Mechanics on their regular day(s) off, the junior Mechanic will be required to work.
- (n) In a Department where split time is a condition of employment, the maximum time span from the start of the day, to the finish must be 12 hours, unless otherwise agreed among employee and **EMPLOYER**. For example: an employee starts work at 7:00 a.m. must be

completed his assigned duty no later than 7:00 p.m. regardless of the amount of time actually worked.

ARTICLE 17 - OVERTIME

- 17.01 The **EMPLOYER** shall pay an overtime rate of time and one-half (1½) the regular hourly rate for all hours worked in excess of an employee's regular scheduled hours provided that such time exceeds fifteen (15) minutes beyond the regularly scheduled day.
- 17.02 All overtime on Sundays not regularly scheduled shall be paid at a rate of double time.
- 17.03 For all employees excluding Transit Operators, time worked in excess of:
- (a) Eight (8) hours in any day for those employees regularly scheduled to work an eight (8) hour day;
 - (b) Forty (40) hours in any one (1) week for employees regularly scheduled to work a forty (40) hour week;
 - (c) Regular part time employees (Cleaners) who work in excess of four (4) hours in any day or twenty (20) hours in a week;
- shall constitute overtime.
- 17.04 Regular part time employees excluding Transit Operators and Cleaners, who work in addition to their regular scheduled shifts shall be paid for all hours worked at straight time rates except those hours worked in excess of the regular scheduled eight (8) hours in any one day or in excess of the regular weekly hours (40) hours.
- 17.05 Transit Operators either on regular runs or spare work:
- Overtime shall be determined on a weekly basis. This shall exclude all Charters with the exception of those scheduled on an emergency basis. Time worked in excess of forty (40) hours worked in a one week period shall constitute overtime and shall be paid at time and one half (1 ½) straight times rates.
- 17.06 Overtime must be authorised by management prior to the overtime work.
- 17.07 Overtime shall be allocated in the first instance to the employee directly and continuously involved in the work during his performance of usual duties. Opportunity shall then be equitably shared among all employees within the site and then division who have the required skill and ability to perform the work required.
- 17.08 Call Out
- An employee called out to work during off duty hours shall be paid a minimum of four (4) hours straight time or time and one half (1 ½) the actual time whichever is greater. If the call out is required for longer than four (4) hours, the employee shall be paid all hours worked at the rate of time and one half (1½). This clause shall not apply to Spare Board Transit Operators.
- 17.09 Stand By
- Persons assigned to a stand by role within a department are to receive remuneration at a minimum of two (2) and a maximum of four (4) four (4) hour call outs, or actual time worked, during a one (1) week period. This standby role shall be rotated within the department.
- 17.10 The **EMPLOYER** shall supply the **UNION** with a quarterly list on a mutually agreed form of all employees who have worked overtime.

- 17.11 Any employee required to work more than two (2) hours of overtime shall be provided with a meal or an allowance of \$10.00 by the **EMPLOYER**. The **EMPLOYER** shall allow one half hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional four (4) hours overtime.
- 17.12 The employer recognizes the need for continuity in the undertaking of tasks after the normal workday and will make all effort to limit the total number of hours worked during one period to 16 hours.

ARTICLE 18 - VACATIONS

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

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

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

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

All employees in the bargaining unit, after having completed fifteen (15) years and under twenty-two (22) years of service shall be entitled to five (5) weeks vacation

All employees in the bargaining unit, after having completed twenty-two (22) shall be entitled to six (6) weeks vacation

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, 1999. Information contained in Appendix "D".

- 18.02 For vacation entitlement purposes all existing employees will have a vacation date established as of January 1st of their year of hire.
- 18.03 Regular part time employees shall receive vacation on a pro rata basis.
- 18.04 When an employee is being paid under the Workers Compensation Act, he shall continue to accumulate vacation credits for up to one (1) year from the first day of absence on Workers' Compensation.
- 18.05 Employees shall not accumulate vacation during a leave of absence without pay or any other unpaid leave. An employee on lay off shall not accumulate vacation from the date of lay off.
- 18.06 Any holiday falling during vacation shall be given to the employee as an extra (eight (8) hour) days vacation. This clause shall not apply to regular Incinerator employees covered by Article 16.02.
- 18.07 Vacation shall be determined on the basis of seniority. Vacation lists shall be posted on an employee bulletin board by March 1st of each year and employees shall indicate the desired dates of their vacation. Employees shall request vacation periods on seniority basis within the department to which they are assigned by April 1st. Employees not applying seniority by April 1st shall lose their right of application of seniority. The final revised list shall be posted by April 30th of each year.

Management reserves the right to limit the vacation period to three (3) consecutive weeks at one time to help ensure that prime vacation time is available to a majority of employees provided that no more than 15% of the workforce in each department shall be on vacation or sick leave at any one time. Any balance of vacation in excess of the three (3) weeks shall be taken at a time mutually agreed by the employees and Department Head. Prime time shall be considered March break, last two weeks in December, June 1 to Sept 1.

- 18.08 An employee who is on Long Term Disability shall not accumulate vacation.
- 18.09 Vacation shall be taken during the vacation year (April 1 to March 31) and no vacation shall be carried forward to the next vacation year.
- 18.10 On termination of employment, employees shall receive vacation pay on a pro rata basis.
- 18.11 For those employees working 40 hour work weeks Sunday to Saturday, call out will only take place up to 12 midnight Saturday before his vacation first starts and after 12 midnight the Saturday prior to his schedule return to work.
- 18.12 In case of serious illness requiring hospitalization during vacation, sick leave shall be substituted for vacation.
- 18.13 An employee receiving a higher rate of pay for a minimum of two (2) months immediately prior to vacation shall receive vacation at the higher rate provided he is returning to the classification with the higher rate of pay following the scheduled vacation.
- 18.14 Single vacation days may be used when mutually agreed upon between the employee and the Employer.

ARTICLE 19 - HOLIDAYS

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

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

** 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.*

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

- 19.02 All holidays shall be compensated at eight (8) hour days for regular full time employees.
- 19.03 Employees required to work during the calendar day of the holiday shall be compensated

at a rate of time and one half (1 ½) for all hours worked on the holiday, in addition to their holiday pay, if they are not regularly scheduled to work, except for Christmas Day, New Years Day, and Labour Day which shall be paid at double time.

- 19.04 When a paid holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours at straight time rates or receive an additional eight (8) hour day off in lieu of the holiday.
- 19.05 An employee being paid under the Workers' Compensation Act shall not receive payment or time off with pay in lieu of holidays falling during the period that the employee is on Workers' Compensation.
- 19.6 Employees required to work on New Years Eve and Christmas Eve shall suffer no loss of pay if their regular place of work is closed by the **EMPLOYER**.
- 19.07 In order to qualify for holiday benefits an employee shall work their last scheduled work day prior to the holiday and the scheduled work day following the holiday or have been on a paid leave of absence on either or both of those scheduled days.
- 19.8 When any of the above holidays falls on a Saturday or a Sunday and is not declared as being observed on another day the following Monday or Tuesday where the Monday is declared or proclaimed a holiday shall be deemed to be the holiday for the purpose of this agreement.
- 19.9 Employees shall not be entitled to statutory holiday pay during a leave of absence without pay or any other unpaid leave of absence.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled or because of an accident for which Worker's Compensation is not payable under the Workers' Compensation Act.
- 20.02 An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick pay if he is not receiving pay for that day and providing that he has sufficient sick leave credits.
- 20.03 Regular full time employees shall accumulate eighteen (18) sick days per year and shall earn those days at the rate of one and one half (1 ½) days per month paid. Sick leave accumulation shall be prorated based on hours worked for part time employees.
- 20.04 The maximum accumulation shall be one hundred & twenty (120) days.
- 20.05 Employees currently in the former City of Sydney sick leave plan (17 week program) will be grandfathered for the life of this Agreement as outlined in Appendix "B".
- 20.06 All new employees shall become and remain members of the accumulated sick leave plan.
- 20.07 The **EMPLOYER** may require the employee to provide proof of illness from a medical practitioner on a form 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.
- 20.08 After fifteen (15) years of service (not including leaves of absence), employees shall receive on resignation, death or retirement fifty (50%) percent of their total accumulated sick leave credits.
- 20.9 In accordance with the provisions of the home base Collective Agreements (exclusive of years of

service) in effect on October 31, 1997 those employees with an accumulation in excess of one hundred and twenty (120) days shall have those days paid out in accordance with the home base Collective Agreement at the rate of pay as at October 31, 1997 plus where applicable the return of the 3% rollback. Employees shall be encouraged to transfer such monies to their pension plan.

ARTICLE 21 – WORKERS’ COMPENSATION

- 21.01 When an employee is off work due to an accident or occupational illness resulting from his employment and which is approved as compensable by the Workers Compensation Board, the employee may make application on a form provided by the **EMPLOYER** for advance payment of \$200 (two hundred dollars) per week for the first two (2) weeks of absence.
- 21.02 The **EMPLOYER** agrees to pay one hundred percent (100%) of group benefits for the first six (6) months effective thirty (30) calendar days from the first day of absence. After six (6) months the **EMPLOYER** and **EMPLOYEE** shall continue their respective contributions to the group benefits for 12 (twelve) months. After eighteen (18) months from the first day of absence employees who wish to maintain group benefits shall be responsible for one hundred percent (100%) of the premium costs.
- 21.03 An employee in receipt of Workers’ Compensation benefits for a period in excess of one (1) year shall cease to accumulate vacation. Vacation accumulated during the one year shall be credited to the employee if he returns to work.
- 21.4 Employees on Workers’ Compensation shall not lose seniority.

ARTICLE 22 - LEAVES OF ABSENCE

- 22.01 **General Leave** - The **EMPLOYER** may grant a leave of absence without pay to a maximum of one (1) year, to any employee requesting such leave for good and sufficient cause, such request shall be in writing on a form provided by the **EMPLOYER**.
- 22.02 **Political Leave** -The **EMPLOYER** recognises the right of an employee to participate in public affairs. Therefore, upon written request, the **EMPLOYER** may allow unpaid leave of absence so that the employee may be a candidate in federal, or provincial elections. The employee shall continue to accumulate seniority.
- 22.03 **Political Office** - The **EMPLOYER** shall grant to an employee elected to public office a leave of absence without pay for the duration of one (1) term of public office. The employee shall continue to accumulate seniority.
- 22.04 **Union Office** - An employee who is elected or selected for a full time position with the **UNION**, or any body with which the **UNION** is affiliated, shall be granted unpaid leave of absence. Such leave may be renewed on request during the term of office. The employee shall continue to accumulate seniority.
- 22.05 **Upgrading** – An employee who wishes to upgrade himself by education or trades training may be granted up to two (2) years leave of absence without pay. The employee shall continue to accumulate seniority.
- 22.06 An employee granted a leave of absence without pay shall accumulate seniority but shall not accrue any other benefits of the Collective Agreement. During a leave of absence without pay the

employee shall be responsible for 100% payment of group benefits (both **EMPLOYER** and **EMPLOYEE** portions)

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

ARTICLE 23- MATERNITY, PARENTAL AND ADOPTION LEAVE

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

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 If a death occurs in the immediate family of an employee while the employee is at work, the employee shall be granted bereavement leave for the remainder of the regularly scheduled day.
- 24.02 Employees shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of the death of parent, spouse, common law spouse, brother, sister, grandchild, son or daughter.
- Employees shall be granted three (3) consecutive days leave without loss of pay and benefits in the case of the death of grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, step parents, step siblings.
- 24.03 Employees shall receive one (1) day off to attend the funeral of an aunt or uncle provided that they attend the funeral or other service.
- 24.04 An additional two (2) days shall be granted if the death occurs outside of Nova Scotia and the employee attends the funeral.
- 24.05 Employees shall only be paid bereavement for actual time lost and shall not be paid on their regular scheduled days off.
- 24.06 Additional leave may be granted at the discretion of the department head.
- 24.07 If a death occurs, as outlined in 24.02, during scheduled vacation bereavement leave shall be

substituted and the vacation shall be rescheduled at a later date.

- 24.8 Where an employee has been requested and has agreed to act as a pallbearer, time off work shall be granted without loss of pay to attend the funeral or other service. Where such a request involves more than one employee equal consideration shall be granted.

ARTICLE 25 - JURY DUTY

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

ARTICLE 26 - PENSION

- 26.01 It is agreed that membership in a registered pension plan shall be a condition of employment.
- 26.02 Upon commencing employment with the **EMPLOYER** every new employee shall become a member of the CBRM Money Purchase Plan until such time as they are eligible to become members of the existing amended Defined Benefit Plan at which time they shall become members of the existing Defined Plan. (amendments to be approved by March 31, 1999)
- 26.03 Contributions to the pension plan shall be payable on regular salary and shall not be payable on overtime rates, severance, sick leave incentive, and any other like payments.
- 26.04 Contributions to the pension plan shall be 5.25% **EMPLOYER** and 5.25% **EMPLOYEE**, except as noted in Article 26.05.
- 26.05 The **EMPLOYER** agrees to continue contributions to the Defined Benefit Plan for present members until _____ at current contribution levels. Present members shall receive no less pension benefit than projected on pension benefit statement as of December 31, 1998.

All surplus remaining in the existing Defined Benefit Plan as calculated by an actuarial cost certificate in December 1998 will be used for the exclusive benefit of the City of Sydney Pension Plan members, former members, pensioners, surviving spouses, children or other recipients of benefits under the Plan in a manner to be determined by the City of Sydney Pension Committee.

- 26.06 Employees from all other predecessor municipalities shall transfer to the **EMPLOYER'S** money purchase plan. The contributions shall be 5.25% **EMPLOYER** and 5.25% **EMPLOYEE**. Employees who are going into the **EMPLOYER'S** money purchase plan shall have the option of transferring their pension monies into the **EMPLOYER'S** Defined Benefit Pension plan
- _____
- 26.07 Effective _____ all employees of the bargaining unit shall have the option to transfer into the existing amended Defined Benefit Plan at a contribution level of 5.25% **EMPLOYER** and 5.25% **EMPLOYEE**.

26.08 The normal retirement age shall be sixty-five (65). All employees shall retire the first of the month following their 65th birthday.

ARTICLE 27 - GROUP INSURANCE

27.01 The **EMPLOYER** shall provide a group insurance plan, which shall include a medical plan, dental, life insurance, accidental death and dismemberment and long term disability. All employees, as a condition of employment, shall become and remain members of the plan in accordance with the terms of the group benefit contract. The **EMPLOYER** shall pay 50% of the cost of the plan and the employee shall pay 50%*. However this cost sharing arrangement will not apply to former City of Sydney employees' Long Term Disability which is paid 100% by the **EMPLOYER** until August 1, 2000.

*Cost sharing shall be effective the first of the month following the signing of this Collective Agreement.

27.02 Both parties recognizing that Group Employee Plans are expensive to the employee and **EMPLOYER** and that group experience may result in increased premiums being charged by the insurance carrier. Before renewal at higher premium costs, the **EMPLOYER** shall sit down with the **UNION** with a view to restricting the overall cost of the plan.

ARTICLE 28 - CLOTHING AND EQUIPMENT

28.01 Suitable rain wear, boots, gloves and coveralls will be made available to all employees where required and as required at the discretion of the Supervisor. Damaged or worn out clothing shall be returned for replacement.

- ◆ 1 pair of summer coveralls regular or bib or 1 pair of pants & 2 shirts
- ◆ 1 pair of winter coveralls regular or bib and hooded or 1 winter parka where required
- ◆ Mechanical - two additional pairs summer coveralls
- ◆ Rain gear
- ◆ Work gloves
- ◆ Rubber boots
- ◆ Welding - protective clothing
- ◆ 1 pair of work boots or shoes (& 1 additional pair of boots for asphalt repair)
- ◆ 2 smocks (cleaners)

28.02 All employees shall wear issued clothing during working hours. The **EMPLOYER** reserves the right to determine the colour and style of issued clothing.

28.3 Employees in the mechanical department who are required to maintain their own tools shall receive an allowance of \$250.00 per annum.

ARTICLE 29 - UNIFORMS

29.01 Where the **EMPLOYER** designates that employees shall wear specific uniforms, such uniforms must be worn at all times in the performance of the employee's duties. Upon completion of the first sixty days of employment, a new employee shall be provided with a uniform.

29.02 If an employee leaves the employ of the **EMPLOYER** he shall return to the **EMPLOYER** all uniforms in his possession.

29.03 Uniforms shall only be worn when on duty. At no time will an employee wear his uniform in a tavern, a cocktail lounge, or while consuming alcoholic beverages in a public place. Repairs to uniforms will be the responsibility of the **EMPLOYER**.

29.04 Uniforms shall consist of the following items:

- ◆ one cap (optional)
- ◆ one winter coat
- ◆ one light-weight jacket
- ◆ two pairs of trousers
- ◆ three shirts
- ◆ one neck tie (optional)
- ◆ one pair of shoes or boots

Replacement will be on an as and when required basis.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

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

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

30.3 If time off is required it shall be taken as sick time provided that the employee has sick time accumulated.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

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

31.02 Committee members shall have time off with pay during regular hours of work for committee meetings and other duties.

31.3 Union Occupational Health and Safety Committee members who apply for and who are approved by the **EMPLOYER** to attend Occupational Health and Safety Training Programs that are provided through the **EMPLOYER** or the Union shall be entitled to time off work with no loss of earnings or seniority.

ARTICLE 32 - MILEAGE

32.01 An employee who is authorized by their immediate management supervisor to use his automobile for **EMPLOYER's** business shall be reimbursed at the rate of 30.1 cents per kilometer or in accordance with the CBRM Travel Policy, whichever is the greater.

ARTICLE 33 - WAGES

33.01 The **EMPLOYER** shall pay employees the salaries and benefits as stipulated in Appendix "A".

33.2 Employees shall be paid weekly on Thursdays by direct deposit with a list showing earnings and deductions with each pay.

ARTICLE 34 - NEW CLASSIFICATIONS

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

ARTICLE 35 - DRIVING LICENSES

35.01 Employees who require a drivers license to operate equipment or vehicles in the employ of the CBRM are responsible to inform the **EMPLOYER** of any change in driving status. Failure to notify will result in disciplinary action. The **EMPLOYER** may request a certified drivers abstract from any operator at any time. The **EMPLOYER** agrees to reimburse employee for cost of abstract.

35.02 When a Transit Operator is requested to take a medical for licensing purposes at the **EMPLOYER'S** request then the **EMPLOYER** will be responsible for the full cost of such medical examination, and the time required, up to four (4) hours, to take such examination. Examination must be by the **EMPLOYER'S** doctor if the **EMPLOYER** so directs.

35.03 The **EMPLOYER** agrees to pay for Transit Operators licenses (Class 2), with receipt provided upon request.

ARTICLE 36 - CORRESPONDENCE

36.01 The **EMPLOYER** agrees to make available to the Secretary of the **UNION** upon request, copies of all public Council and Standing Council Committee Agendas and Minutes.

36:02 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of Human Resources of the CBRM and the Secretary of the **UNION**.

36.03 On the request of the Secretary of the **UNION**, the **EMPLOYER** agrees to make available any reports or recommendations about to be presented to open sessions of Council dealing with

matters of policy which affect employees within this bargaining unit.

ARTICLE 37- AMALGAMATION-REGIONALIZATION & MERGER PROTECTION

37.01 In the event the **EMPLOYER** merges or amalgamates with any other body, the **EMPLOYER** shall ensure that:

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

ARTICLE 38 - SICK LEAVE INCENTIVE PLAN

38:01 It is agreed that effective January 1, 2000 a system of annual sick leave incentives be established upon the following conditions:

- (1) That the system of long service pay be abolished.
- (2) That the **EMPLOYER** agrees to a sick leave incentive plan payable at the end of each year on the following basis:
 - a) an employee who uses less than five (5) sick days during a year shall receive five hundred dollars (\$500.00);
 - b) an employee who uses less than seven (7) days during a year shall receive four hundred dollars (\$400.00);
 - c) an employee who uses less than eight (8) days during a year shall receive three hundred dollars (\$300.00);
 - d) an employee who uses less than nine (9) days during a year shall receive two hundred dollars (\$200.00);
 - e) an employee who uses less than ten (10) days during a year shall receive one hundred dollars (\$100.00);
- (3) Annual payment to be made the first week of December.

38:02 Those employees who may exercise the option to retire prior to December 31, 2000 shall have the option to elect the long service award under the provisions of their former home base Collective Agreement provided they have not used more than ten (10) sick days during the portion of the year worked.

ARTICLE 39 – CONTRACTING OUT

39.01 The parties hereto agree that for the term of this Agreement there shall be no restriction on

contracting-out by the **EMPLOYER** of the work or services of a kind now performed by employees herein represented; provided, however, that no permanent employee of the **EMPLOYER** shall, as a result of such contracting out thereby be laid off or lose employment.

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

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

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

ARTICLE 40 - TECHNOLOGICAL AND OTHER CHANGES

40.01 The **EMPLOYER** shall endeavor to minimize the adverse affects on employees resulting from technological change. The **EMPLOYER** shall notify the **UNION** forty-five (45) days prior to implementing a technological change that would adversely affect members of the bargaining unit.

ARTICLE 41 - DURATION AND RENEWAL

41.01 This agreement shall be binding on the Parties and shall remain in effect from November 1, 1997 until October 31, 2000, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of three (3) months of the expiry date of this agreement that it desires to negotiate a new collective agreement.

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

41.3 The provisions of wage Appendix "A" shall be retroactive to November 1, 1997 except as otherwise specified in the agreement or in Appendix "A".

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

WITNESS:

) **The Cape Breton Regional Municipality**

)

)

)

) Per:_____

) Mayor

)

)

) Per:_____

) Municipal Clerk

)

WITNESS:

) **Canadian Union Of Public Employees**

) **Local 759**

)

)

) Per:_____

) President

)

)

) Per:_____

) Secretary

SIGNED

this

day of

1999.

APPENDIX A – WAGES & CLASSIFICATIONS

Contract Classification	Parity Salary	Nov. 1, 1997 2%	Nov. 1, 1998 2%	Nov. 1, 1999 3%
1st Class Stationary Engineer	20.00	20.40	20.81	21.43
*Working Foreman	16.68	17.01	17.35	17.87
2nd Class Stationary Engineer	16.68	17.01	17.35	17.87
Trades (Journeyman)	16.43	16.76	17.09	17.61
Senior Plant Operator	16.68	17.01	17.35	17.87
Heavy Equipment Operator	15.84	16.16	16.48	16.97
Assistant Facilities Attendant (4th Class Stationary. Engineer)	15.49	15.80	16.12	16.60
Timekeeper	16.07	16.39	16.72	17.22
Utility Service	15.63	15.94	16.26	16.75
Labourer	15.15	15.45	15.76	16.23
Cleaner	8.73	8.90	9.08	9.36
Janitor	12.24	12.48	12.73	13.12
	Parity Salary	1997 5%	1998 5%	1999 6%
Transit Operator/Handi Trans Operator	11.99	12.59	13.22	14.01
Service Person Transit	12.24	12.85	13.49	14.30
Utility Transit	12.89	13.53	14.21	15.06

- **charge hand, lead hand, etc., will be paid an increment per hour when assigned to lead group(s) of employees. Appointment of charge hands will be done on an as needed basis by the immediate supervisor or manager. The increment is 50 cents per hour.*
- *An employee required to work in a lower classification will continue to receive the rate for the classification he is normally paid for. If required to work in a higher classification he will be paid the higher rate of that classification.*
- *The \$50 per week currently paid at the Incinerator will be eliminated and prior payment will be used in the calculation of retroactivity.*
- *Red Circling: When an existing classification rate is less than the rate of an incumbent the incumbent shall be entitled to a bonus equal to the yearly parity salary increase paid weekly until such time as the incumbent's rate is exceeded by the rate for the classification. In the final year of transition the bonus will equal the greater of the yearly salary increase minus any amount paid directly through the incumbent's rate increase or the direct application of the rate increase. While red circled the incumbent will receive his rate for all overtime, until such time as he is no longer red circled.*

APPENDIX B - FORMER CITY OF SYDNEY SICK LEAVE PLAN

- (i) Effective March 1, 1985 all sick days accumulated will be logged in a sick leave bank, with no further accumulation as of this date.

Employees will be entitled to 50 percent payment of this sick leave balance on retirement or 100 percent payment of sick leave balance on death. On resignation or discharge, employees will be paid 50 percent of their sick leave balance provided they have completed ten years of service with the City of Sydney.

Payment in each of the above instances will be at the normal daily rate of pay in the month immediately preceding retirement, death, resignation, or discharge.

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

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

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

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

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

Upon expiry of benefits under the above plan, it will be necessary for the employee to utilize any

sick days accumulated in the sick leave bank.

APPENDIX C - DEPARTMENTS

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

APPENDIX D – VACATION GRANDFATHERING

Louise Cann – 6 weeks plus 2 days

Alfred Timmons – 6 weeks plus 1 day

APPENDIX E – HANDI-TRANS VACATION SENIORITY LIST

FITZGERALD	Stewart	01-MAY-85
KANARY	Joe	01-MAY-85
WHIFFEN	Terry	01-MAY-85
MACDONALD	Douglas	17-NOV-86
MURPHY	Tom	29-AUG-88

APPENDIX F – SENIORITY LIST