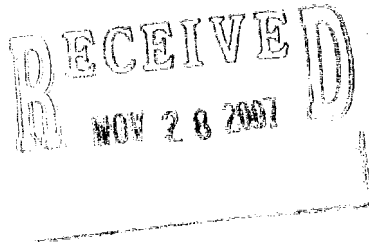


COLLECTIVE AGREEMENT



BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY

AND

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

November 1, 2005 to October 31, 2010

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COLLECTIVE AGREEMENT

THIS AGREEMENT is effective from the 1st day of November 2005 to the 31st day of October 2010.

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

PARTY OF THE FIRST PART,

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

PARTY OF THE SECOND PART

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

ARTICLE 1 - PREAMBLE

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 Employee shall mean one who is hired and occupies a position in the bargaining unit and who has completed the probationary period.

- 2.02 **Regular Full Time Employee** is an employee who has completed the probationary period and is regularly scheduled to work forty (40) hours per week in a regular position.
- 2.03 **A Regular Part Time Employee** is regularly scheduled to work less than the schedule for a regular full time employee. Regular part time employees shall be entitled to the provisions of the Collective Agreement on a proportionate basis to regular full time.
- 2.04 **Probationary Employee** is an employee who has not completed the probationary period.
- 2.05 **The Employer** shall mean the Cape Breton Regional Municipality.
- 2.06 **The Union** shall mean the Canadian Union of Public Employees Local 759.
- 2.07 **The Bargaining Unit** shall mean the Outside Bargaining Unit.
- 2.08 **The CBRM** shall mean the Cape Breton Regional Municipality.
- 2.09 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.

- 4.02 No employee shall be required or permitted to make a written or verbal agreement with the EMPLOYER or his representatives, which may conflict with the terms of this collective agreement.

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 bylaws of the UNION. All future employees except those excluded by Article 4, shall, as a condition of continuing employment, become and remain members in good standing of the UNION upon commencement of employment with the EMPLOYER
- 6.02 The EMPLOYER shall deduct from every employee covered by this agreement *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.
- 6.03 Deductions shall be made from the payroll and shall be forwarded to the National Treasurer of the UNION not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made denoting the amount deducted and the normal gross earnings of the employee in that period.
- 6.04 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.
- 8.02 The President and Secretary of the UNION or any two (2) members authorized by the UNION, may be granted time off with pay to attend meetings dealing with matters pertaining to the UNION.
- 8.03 A UNION Bargaining Committee shall be appointed and shall consist of not more than five (5) members of the UNION. Representatives of the UNION shall be granted time off with pay to attend meetings with the EMPLOYER during normal working hours. The UNION shall notify the EMPLOYER of UNION nominees to the Committee.
- 8.04 The UNION shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the EMPLOYER. Such representative shall have access to the EMPLOYER'S premises in order to investigate and assist in the settlement of a grievance following notification of the CAO or designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established, consisting of not more than five (5) representatives of the UNION and not more than four (4) representatives of the EMPLOYER. A management representative and a UNION representative shall be designated as joint 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.
- 9.03 The UNION shall supply the EMPLOYER with the lists of names of those people involved in Labour Management Committee meetings within thirty (30) days of signing this Agreement and management shall notify the UNION of their representative.
- 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 bypassed.

10.07 Time Limits

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

10.08 Arbitration

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

A single arbitrator shall be used if mutually agreed.

10.09 Expenses of the Board

Each Party shall pay

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

10.10 Power of the Board

The Arbitrator, or Board, as the case may be, shall not have the jurisdiction to alter or change any of the provisions of the Collective Agreement or, to alter, modify or amend, any

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

10.11 Decisions of the Board

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

ARTICLE 11 - DISCHARGE SUSPENSION

- 11.01 An employee who has completed **his** probationary period may be dismissed, but only for just cause. The Chief Administrative Officer or designate may discipline, discharge, or suspend an employee. When an employee is disciplined, discharged, or suspended, 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.
- 11.03 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.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as the employee's length of service with the EMPLOYER in those positions covered by the bargaining unit and shall be used in determining preference for promotions, demotions, transfers, layoffs and recalls. Seniority shall be on a bargaining unit wide basis.
- 12.02 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.
- 12.03 Newly hired employees shall be on a probationary period as specified in Article 7. After completion of the probationary period seniority shall be effective from the original date of employment to a regular position.
- 12.04 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.
- 12.05 An Employee shall only lose seniority in the event that:

- 1) He resigns in writing and the resignation is not withdrawn within ten (10) working days.
- 2) He is discharged for just cause and is not reinstated.
- 3) He fails to return to work within ten (10) working 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 ten (10) 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.

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

12.07 Seniority list (Appendix F) will contain the name of the employee and the seniority date.

ARTICLE 13 – ASSIGNMENT OF THE WORK FORCE

13.01 Management has the right to assign the workforce.

13.02 Assignment of the workforce will be done in accordance with site seniority.

13.03 Day to day workforce adjustments will be at the discretion of the EMPLOYER and the requirements of the workplace.

ARTICLE 14 - LAY OFFS & RECALLS

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

- First, his own job classification; or
- Second, an equivalent rated job classification; or
- Third, 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.

*In all cases qualifications shall include related experience.

14.02

- (a) In circumstances where there is no less senior employee to the displaced employee in an equivalent or lesser rated job, the displaced employee shall displace the most junior employee in the bargaining unit, provided 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.
- (b) Regular full time employees will not be required to bump regular part time employees in the event of a layoff.

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

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

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

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

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

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Where a vacancy of a regular position occurs or a new position is created within the bargaining unit, the EMPLOYER shall notify the UNION in writing and shall post the position for 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.
- 15.07 Leaves of absence in excess of four (4) months shall warrant the position being posted in accordance with the job posting criteria.

ARTICLE 16 - HOURS OF WORK

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

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

- 16.02 Recognized full seven (7) day per week (Sunday to Saturday twenty-four (24) hour per day) operations such as Arenas, Public Works Central Dispatch, and others shall be scheduled on a rotational basis of forty (40) hours per week based on the facility requirements. Schedules for these operations shall be posted by 10 a.m. Thursday for all regular full time employees. This schedule shall not be altered without forty-eight (48) hours notice to the affected employees and shall be inclusive of two (2) consecutive days off after five (5) working days.
- 16.03 The weekly work schedule for the other departmental shift requirements shall be prepared by the Supervisor and posted by 10 a.m. on Thursday for all regular full time employees. The schedule shall not be altered without forty-eight (48) hours prior notice to the employees.
- 16.04 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) Transit Operators who report to duty ten (10) or more minutes late to take out their regular runs shall lose their tour of duty if other work is not available. In such cases, Transit Operators who report late for the morning shift will be required to do spare work for the remainder of the shift if work is available. If work is not available, the Transit Operator shall not receive pay for that day.
- (c) Regular assigned Transit Operators, and spare Transit Operators, who have been assigned before 1.00 p.m. shall, except in the case of an emergency, have a fixed starting time which shall not be changed without at least fifteen (15) hours notice being given to the employee concerned. The starting time of an employee shall be consistent with the scheduled hours based on the bid board selection See Section (a)
- (d) All Charter work shall be assigned to spare Transit Operators wherever possible. However, when there is an insufficient number of spare Transit Operators to cover available work on a particular day, the senior Transit Operator on his day off shall be asked to work, and given the choice of available work. However, in the case where a regular Transit Operator is called after the daily work sheet has been posted, he would have to take the work he has been called for.
- (e) Pick Runs
 - (i) Transit Operators in order of seniority shall have a choice of becoming a regular run operator for the period of any pick
 - (ii) The **EMPLOYER** shall conduct a ~~minimum~~ three (3) picks per year and these **will** take place at the beginning of the first pay period in the months of January, July, and September. Due to special load demands which require a serious adjustment in a pick, the fourth pick may be conducted in consultation and with UNION approval. Should new routes or extensions to routes be added within thirty (30) days of the introduction of a new pick, such new route/extension will be covered by the spareboard; if over **thirty (30) days**, this new route/extension **will** be opened to pick
 - (iii) The **EMPLOYER** shall post the Bid Board four (4) working days in advance of the time the most senior Transit Operator is required to make his/her pick. All Transit Operators must sign the bid board within the next seventeen (17) working days. Any Transit Operator who has not signed the board by the end of the seventeen (17) day period shall be assigned by the **EMPLOYER**. The employee shall be required to honour the **EMPLOYER** pick

- (f) Except in cases of emergency, employees who desire unscheduled time off work must make application to his supervisor at least eighteen (18) hours before their scheduled start time for time off requested on Tuesday, Wednesday, Thursday, Friday or Saturday. The request must be submitted at least forty-eight (48) hours in advance for time off requested on a Sunday or Monday.
 - (g) Transit Operators shall not be required to work on their regular days off unless no other Transit Operator will perform the work required. If necessary to work Transit Operators on their regular day(s) off, the junior Transit Operator will be required to work if work has been refused by the senior Transit Operator.
 - (h) In a Department where split time is a condition of employment, the maximum time span from the start of the day, to the finish must be 12 hours, unless otherwise agreed among employee and **EMPLOYER**. For example: an employee starts work at 7:00 a.m. must be completed his assigned duty no later than 7:00 p.m. regardless of the amount of time actually worked.
 - (i) All Transit Operator's weekly pieces of work which have night work scheduled shall be rotated on a weekly basis at the **EMPLOYER'S** discretion after agreement has been reached with the affected employees.
 - (j) Regularly assigned employees and spare board Transit Operators who report in time for their regular assignment shall be permitted to complete such assignments.
- 16.06 During operation of the Centre 200 facility (ice making season) there shall be a minimum of two employees per shift.

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

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

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

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

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

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

ARTICLE 17 – OVERTIME

17.01 The EMPLOYER shall pay an overtime rate of time and one-half (1%) 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;
- (d) Twelve (12) hours in any day for those employees regularly scheduled to work a twelve (12) hour shift shall constitute overtime.

17.04(a) 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.

- (b) Regular part time employees 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 schedule eight (8) hours or regular schedule twelve (12) hours or in excess of the regular weekly forty (40) hours averaged over three (3) weeks.

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 authorized by management or designate-prior to the overtime work

17.07

- (a) Overtime shall be allocated in the first instance to the employee directly and continuously involved in the work during his performance of usual duties. Opportunity shall then be
- (b)

equitably shared among all employees within the site and then division who have the required skill and ability to perform the work required.

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

17.08 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) and shall be provided with a meal or an allowance of \$10.00.

17.09 Stand By

Working Foreman or designate 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 record of overtime on a minimum of a quarterly basis on a mutually agreed form.

17.11

- (a) Any employee required to work more than two (2) hours of overtime beyond the normal workday shall be provided with a meal or an allowance of \$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.
- (b) Employees called out for four (4) or more hours of unscheduled overtime shall be provided with a meal and a meal break. The employee shall not be entitled to a meal allowance if he knew of the call out more than eight (8) hours in advance.

- 17.12 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 1".

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.
- 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 (January 1st to December 31st) and no vacation shall be carried forward to the next vacation year.
- 18.10 On termination of employment, employees shall receive vacation pay on a pro rata basis.
- 18.11 For those employees working 40 hour work weeks Sunday to Saturday, call out will only take place up to 12 midnight Saturday before his vacation first starts and after 12 midnight the Saturday prior to his schedule return to work Supervisor and working foreman will be informed as to who is on vacation or sick leave.
- 18.12 In case of serious illness requiring hospitalization during vacation, sick leave shall be substituted for vacation.
- 18.13 An employee receiving a higher rate of pay for a minimum of two (2) months immediately prior to vacation shall receive vacation at the higher rate provided he is returning to the classification with the higher rate of pay following the scheduled vacation.
- 18.14 Single vacation days may be used when mutually agreed upon between the employee and the Employer.

ARTICLE 19 - HOLIDAYS

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

New Years Day	Labour Day
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*

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

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

- 19.02 All holidays shall be compensated at eight (8) hour days for regular full time employees.
- 19.03 a) Employees required to work during the calendar day of the holiday shall be compensated at a rate of time and one half (1 ½) for all hours worked on the holiday, in addition to their holiday pay, except for Christmas Day, New Years Day, and Labour Day which shall be paid at double time.

b) In the case of seven (7) day per week operations employees requesting time off in lieu of stat. day payment may be granted same depending upon availability of staff. Request should be on an agreed to form submitted to the Supervisor fourteen (14) days prior to the holiday. The Supervisor shall respond within four (4) days.

19.04 When a paid holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours at straight time rates or receive an additional eight (8) hour day off in lieu of the holiday.

19.05 An employee being paid under the Workers' Compensation Act shall not receive payment or time off with pay in lieu of holidays falling during the period that the employee is on Workers' Compensation.

19.06 Employees required to work on New Years Eve and Christmas Eve shall suffer no loss of pay if their regular place of work is closed by the EMPLOYER.

19.07 In order to qualify for holiday benefits an employee shall work their last scheduled work day prior to the holiday and the scheduled work day following the holiday or have been on a paid leave of absence on either or both of those scheduled days.

19.08 When any of the above holidays falls on a Saturday or a Sunday and is not declared as being observed on another day the following Monday or Tuesday where the Monday is declared or proclaimed a holiday shall be deemed to be the holiday for the purpose of this agreement.

19.09 Employees shall not be entitled to statutory holiday pay during a leave of absence without pay or any other unpaid leave of absence.

19.10 Collection of garbage and blue bag material will not be carried out on the following holidays

New Years Day	Labour Day
Good Friday	Remembrance Day
Davis Day	Christmas Day

At the discretion of the EMPLOYER the following holidays may be worked. This schedule will be posted by January 1st of each year for that calendar year.

Easter	1st Monday in August
Victoria Day	Thanksgiving
Canada Day	Boxing Day
	Davis Day**

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 1/2) ~~days~~ per month paid. Sick leave accumulation shall be prorated based on hours worked for part time employees. For employees who work at Transit the accumulation shall be converted to hours.
- 20.04 The maximum accumulation shall be one hundred & twenty (120) ~~days~~.
- 20.05 Employees currently in the former City of Sydney sick leave plan (17 week program) will be grandfathered for the life of this Agreement as outlined in Appendix "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 provided by the EMPLOYER. The EMPLOYER may require that the employee be examined by a Medical Practitioner designated by the CBRM.
- 20.08 The Confidentiality of Health Information

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

20.09 Recovery of Benefits Resulting from Third Party Action

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

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

ARTICLE 21 – WORKERS' COMPENSATION

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

- 21.02 When an employee is off work due to **an** accident or occupational illness resulting from 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.
- 21.03 a) The EMPLOYER agrees to pay one hundred percent (100%) of group benefits for the first *six* (6) months effective thirty (30) calendar days from the first day of absence. After *six* (6) months the EMPLOYER and EMPLOYEE shall continue their respective contributions to the group benefits for 12 (twelve) months. After eighteen (18) months from the first day of absence employees who wish to maintain group benefits shall be responsible for one hundred percent (100%) of the premium costs.
- (b) The EMPLOYER and the EMPLOYEE shall continue their respective contributions to the pension plan for the first eighteen (18) months of compensation. Employees shall have the option of continuing to pay 100% of their pension after eighteen (18) months while on Workers' Compensation.
- 21.04 An employee in receipt of Workers' Compensation benefits for a period in excess of one (1) year shall cease to accumulate vacation. Vacation accumulated during the one year shall be credited to the employee if he returns to work
- 21.05 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 thirty-five (35) weeks leave of absence without pay and without loss of seniority and service for parental or adoption leave. Where leave of absence is requested for both maternity leave and parental leave, the leaves of absence shall be taken consecutively.
- 23.02 The employee shall provide the Department Head with four (4) weeks notice prior to the beginning of the maternity/parental leave or adoption leave.
- 23.03 In the event that the employee has commenced parental leave, and the child for which parental leave was granted is hospitalized for a period exceeding one week, the employee(s) may return to work and defer the unused portion of the leave until the child is discharged from the hospital.
- 23.04 While employees are on maternity leave (not parental or adoption leave) and receiving EI benefits the EMPLOYER shall top up their employment insurance benefits so the Employee receives seventy-five percent (75%) of 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 bereavement leave shall not start until the day following the death of that person.
- 24.02 Employees shall be granted five (5) consecutive days leave without loss of pay and benefits in the case of the death of parent, spouse, common law spouse, brother, sister, grandchild, son 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.
- 24.08 Where an employee has been requested and has agreed to act as a pallbearer, time off work shall be granted without loss of pay to attend the funeral or other service. Where such a request involves more than one employee equal consideration shall be granted.

ARTICLE 25 - JURY DUTY

- 25.01 The EMPLOYER shall grant a leave of absence Without loss of seniority and benefits to an employee who serves as a juror. The EMPLOYER shall grant a leave of absence without loss of seniority and benefits to an employee who is subpoenaed to serve as a court witness in any matter arising out of his employment. The EMPLOYER shall pay such employee 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 Defined Benefit Plan.
- 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.
- 26.05 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 60% of the cost of the plan and the employee shall pay 40%*.

*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 ANDEQUIPMENT

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

28.02 All employees shall wear issued clothing during working hours. At no time will an employee wear his uniform in a tavern, a cocktail lounge or while consuming alcoholic beverages in a public place. The EMPLOYER reserves the right to determine the colour and style of issued clothing.

28.03 Employees in the mechanical department who are required to maintain their own tools shall receive an allowance of \$350.00 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.

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

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

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

- 31.02 Committee members shall have time off with pay during regular hours of work for committee meetings and other duties.
- 31.03 Union Occupational Health and Safety Committee members who apply for and who are approved by the EMPLOYER to attend Occupational Health and Safety Training Programs that are provided through the EMPLOYER or the Union shall be entitled to time off work with no loss of earnings or seniority.

ARTICLE 32 – MILEAGE

- 32.01 An employee who is authorized by their immediate management supervisor to use his automobile for EMPLOYER's business shall be reimbursed at the rate of .3885 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".
- 33.02 Employees shall be paid weekly on Thursdays by direct deposit with a list showing earnings and deductions with each pay.
- 33.03 An employee required to work in a lower classification during the course of his normal daily activities **will** continue to receive the rate for the classification he is normally paid for. If required to work in a higher classification he **will** be paid the higher rate of that classification

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 That the EMPLOYER agrees to a sick leave incentive plan payable at the end of each year on the following basis:
- a) an employee who uses less than five (5) sick days during a year shall receive five hundred dollars (\$500.00);

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

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

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

ARTICLE 39 - CONTRACTING OUT

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

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

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

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

ARTICLE 40 - 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, 2005 until October 31, 2010, 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.
- 41.03 The provisions of wage Appendix "A" shall be retroactive to November 1, 2005 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:

WITNESS:

) **The Cape Breton Regional Municipality**

) Per: _____
 Mayor

) Per: _____
 Municipal Clerk

) **Canadian Union Of Public Employees**
) **Local 759**

) Per: _____
 President

) Per: _____
 Secretary

SIGNED

this 15th day of August 2007

Contract Classification	Nov. 1, 2004	Nov. 1, 2005 2.50%	Nov. 1, 2006 2.50%	Nov. 1, 2007 2.50%	Nov. 1, 2008 2.50%	Nov 1, 2009 2.50%
*Working Foreman	20.22	20.73	21.24	21.77	22.32	22.88
Trades (Journeyman)	19.92	20.42	20.93	21.45	21.99	22.54
DRC Water/Waste Water Treatment Plant	22.65	23.22	23.80	24.39	25.00	25.63
Water/Waste Water Treatment Plant Operator Level 3	20.22	20.73	21.24	21.77	22.32	22.88
Water/Waste Water Treatment Plant Operator Level 2	19.60	20.09	20.59	21.11	21.63	22.18
Water/Waste Water Treatment Plant Operator Level 1	18.95	19.42	19.91	20.41	20.92	21.44
Water/Waste Water Treatment Plant Operator In Training	18.36	18.82	19.29	19.77	20.27	20.77
Heavy Equipment Operator	19.20	19.68	20.17	20.68	21.19	21.72
Timekeeper	19.48	19.97	20.47	20.98	21.50	22.04
Utility Service	18.95	19.42	19.91	20.41	20.92	21.44
Labourer	18.36	18.82	19.29	19.77	20.27	20.77
Cleaner**	10.59	10.85	11.13	12.12	12.77	13.44
Janitor	14.84	15.21	15.59	15.98	16.38	16.79
Transit Operator***	15.85	16.25	16.65	17.78	18.57	19.38
Service Person Transit	16.18	16.58	17.00	18.13	18.94	19.77

- *change hand, lead hand, etc., will be paid an increment per hour when assigned to lead group(s) of employees. A 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.
- 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.
- ** For the classifications Cleaner and Transit Operator, a .35cent an hour increase will be added to the November 1, 2006 rate at signing of the agreement. Additional .35 cent increases are reflected in the above chart 2007-2009.

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 - CHANGES

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

APPENDIX D - VACATION GRANDFATHERING

Alfred Timmons -- 6 weeks plus 1 day

APPENDIX E – HANDI-TRANS VACATION SENIORITY LIST

Stewart Fitzgerald	01-May-85
Terry Whiffen	01-May-85
Doug MacDonald	17-Nov-86
Kevin Greig	18-Jan-91

Last Name	First Name	Date Of Employment
MACDONALD	W. MONTON	21-SEP-65
MICHALIK	CALVIN	27-SEP-66
DWYER	DARRELL	17-JAN-70
OCONNELL	CHARLES	02-JUN-72
BAKER	KENNETH	15-JUN-72
STEEVES	RONALD	09-MAY-73
CURRIE	JOHN	11-MAY-73
KOZIEL	PAUL	12-MAY-74
SUTHERLAND-FOOTE	BARBARA	27-MAY-74
KRSZWDA	WALTER	24-JUN-74
VICKERS	BLAISE	22-JUL-74
AXWORTHY	JAMES	06-SEP-74
HULFORD	JAMES	01-JAN-75
TIMMONS	ALFRED	10-JAN-75
RANSON	ROBERT	01-MAY-75
MCKENZIE	TERRY	09-JUL-75
OLIVER	LEO	06-AUG-75
CAMPBELL	RAYMOND	29-SEP-75
TATTRIE	WILLIAM	29-SEP-75
MATTHEWS	LAWRENCE	12-JUN-76
BOULIER	DOUG	30-JUN-76
MURPHY	ALBERT	30-MAY-77
BOUTILIER	CLARENCE	01-JUN-77
BURCHELL	TOM	01-JUN-77
DONOVAN	ANDREW	01-JUN-77
MCDONALD	MALCOLM	01-JUN-77
BAXTER	EDWARD	01-JUN-77
ALLISON	STEVE	01-JUN-77
MCCORMACK	RICHARD	01-JUN-77
SOMERTON	DONALD	01-JUN-77
BROWN	BRIAN	01-JUN-77
CALLAGHAN	KEITH	01-JUN-77

Last Name	First Name	Date Of Employment
MCDONALD	ERIC	01-JUN-77
KOSTEY	JAMES	01-JUN-77
MARSHALL	DOUG	01-JUN-77
MATHESON	DANNY	15-AUG-77
LONG	WALLACE	11-JUN-78
MACPHERSON	CHARLIE	06-SEP-78
Taylor	James	26-MAR-79
MACLEAN	JOHN HUGH	28-MAY-79
NICHOLSON	DANIEL	28-MAY-79
LITTLER	BLAINE	18-JUN-79
Reid	Barry	19-SEP-79
MACNEIL	DAVID	30-JAN-80
MURPHY	GUY	16-MAY-80
MOORE	DANIEL	25-MAY-80
MACSWEEN	AUBREY	02-JUN-80
ROMARD	FRANCIS	02-JUN-80
MACLEOD	LYOYD	20-JUL-80
MACNEIL	BERNIE	08-SEP-80
MACDONALD	GERARD	05-OCT-80
MACISAAC	JOHN	01-NOV-80
SAUNDERS	ALEX	23-FEB-81
Cox	Freeman JR.	06-MAR-81
BAGNELL	LEONARD	24-APR-81
MACDONALD	RONALD B.	06-JUL-81
ROBINSON	TOM G.	06-JUL-81
WEATHERBEE	RANCEFORD	06-JUL-81
MARGETTIE	LOUIS	20-JUL-81
GOUTHRO	TOM	15-DEC-81
ROUTELEDGE	FABIAN	13-JAN-82
MACNEIL	REG	17-MAY-82
MACSWEEN	LLOYD	26-MAY-82
Aikens	Charles	14-JUN-82
Walsh	George	14-JUN-82
MACNEIL	ANTHONY L.	03-AUG-82
MACNEIL	RONALD J.	30-AUG-82

Last Name	First Name	Date Of Employment
GRAHAM	LOUIS	19-OCT-82
MULVIHILL	LYNN	30-NOV-82
SOUTHWELL	JAMES	18-APR-83
BORGAL	NELSON	18-APR-83
Gillis	Angus	02-MAY-83
MacLellan	DONALD J.	02-MAY-83
PECK	DARRELL	01-JUL-83
Iannetti	Roy	19-DEC-83
YOUNG	ROBERT	22-MAY-84
Carter	Gordon	28-MAY-84
RUELLAND	JOHN	01-AUG-84
TAYLOR	JOE	22-APR-85
FITZGERALD	STEWART	01-MAY-85
WHIFFEN	TERRY	01-MAY-85
PETTIE	GREG	01-JUN-85
YOUNG	ALLAN	17-JUN-85
MACDONALD	HUGHIE	05-AUG-85
LONG	LEO	01-NOV-85
MACCANDLESS	NEIL	28-DEC-85
LEWIS	PATRICIA	03-MAR-86
Drake	Brian	31-MAR-86
MACMILLAN	RON	14-OCT-86
HYNES	JACK.	15-OCT-86
SURETTE	CLIFFORD	21-OCT-86
MACKINNON	TOM	23-OCT-86
MACDONALD	RON	26-OCT-86
KEILEY	ADRIAN	31-OCT-86
MACDONALD	DOUGLAS	17-NOV-86
GOUTHRO	BERNARD	09-MAR-87
JESSOME	DERRICK P	09-MAR-87
SULLIVAN	GORDON	10-JUN-87
FERGUSON	WILFRED	20-JUL-87
DICKSON	MARGARET	06-Oct-87
OAKLEY	CAREY	23-NOV-87

Last Name	First Name	Date Of Employment
MacLean	Keith	23-NOV-87
Cox	HAROLD C	02-JAN-88
WILSON	LAWRENCE	06-JAN-88
O'HANDLEY	MALCOLM	20-JAN-88
Nightingale	Murray	07-MAR-88
MORRISON	PETER	05-APR-88
GALLANT	LEO	27-JUN-88
MACINNES	JOSEPH W.	04-JUL-88
ROPER	ERNEST	04-JUL-88
GILLIS	ALEX	04-JUL-88
MARTIN	DANIEL G.	04-JUL-88
MURPHY	TOM	29-AUG-88
PIOVESON	LOUIS	29-AUG-88
HODGKINSON	PAUL	31-OCT-88
QUINN	DENNIS	31-OCT-88
HEATON	KEN	11-OCT-88
Sazzollo	James	01-JAN-89
Boyle	Brent	30-JAN-89
Ross	Walma	01-FEB-89
MACLEOD	EVERETT	15-FEB-89
GILLIS	JAMES	15-MAY-89
WORRELL	JOSEPH	15-MAY-89
ZAHARA	DENNIS	15-MAY-89
BOUTILIER	FRED	01-JUN-89
MACLENNAN	KEN	06-JUN-89
PARDY	GERALD	12-JUN-89
LOVELL	MARTIN	17-JUL-89
FERNANDES	PAUL	18-JUL-89
GARDINER	ROBERT	08-AUG-89
ROSTA	HENRY	20-NOV-89
MANN	WILLIAMR	24-APR-90
Nicholson	John	14-JUN-90
CROCKER	CRAIG	20-JUN-90
Bidart	Danny	27-JUN-90
Buchanan	Alex	27-JUN-90

Last Name	First Name	Date Of Employment
REDMOND	RICHARD	06-AUG-90
FRENCH	DAVID	24-SEP-90
STEWART	ELROY	01-OCT-90
O'BRIEN	PAUL	22-OCT-90
O'NEIL	MARVIN	29-OCT-90
SNOW	ALLEN	29-OCT-90
CRANE	ANDREW	05-NOV-90
FLOYD	PAUL	05-NOV-90
MACDONALD	GARY D.	05-NOV-90
MACIVOR	JOSEPH	05-NOV-90
DUPE	SHIRLEY	01-JAN-91
GREIG	KEVIN	18-JAN-91
MACLEAN	DANIEL J.	10-MAY-91
KELLAND	DONALD	10-MAY-91
TIMMONS	RAYMOND	13-MAY-91
MACDOUGALL	ALLEN	12-JUL-91
MACEACHERN	FRANK G.	02-FEB-92
CHAISSON	PAUL	20-APR-92
MACDONALD	LORNE	25-Apr-92
WHITTY	MICHAEL	01-JUN-92
WOODFINE	BRIAN	01-JUN-92
SKINNER	JOSEPH	01-JUN-92
PARSONS	RICKEY	01-JUN-92
IVEY	KEVIN	01-JUN-92
SMITH	GREG	08-JUN-92
THOMPSON	BILLY	08-JUN-92
YATES	DARRELL	08-JUN-92
MACDONALD	GARY W.	08-JUN-92
MACPHEE	DAN	08-JUN-92
MACVICAR	ROD	08-JUN-92
GOUTHRO	HARRY	08-JUN-92
O'REILLY	FRANCIS	08-JUN-92
FRASER	WAYNE	08-JUN-92
LAMBERT	BERNIE	08-JUN-92

Last Name	First Name	Date Of Employment
GLANCEY	PAT	08-JUN-92
MACDOUGALL	BLAIR	08-JUN-92
MATHESON	CAMERON	08-JUN-92
BURT	TREVOR	17-JUN-92
DUCHEMIN	RICHARD	17-JUN-92
MACDONALD	JOHN F	17-JUN-92
MACINTYRE	WILLIAM F.	30-JUN-92
SMITH	GEORGE	01-JUL-92
CORBETT	ANGUS R	02-JUL-92
HYDE	GEORGE	02-JUL-92
Morrison	Bernard	13-JUL-92
MACKEIGAN	RODNEY	27-JUL-92
MACLEOD	DOUGLAS	12-MAY-93
PYE	KENNETH	13-MAY-93
JESSOME	DARRELL	15-MAY-93
BAILEY	FRED	25-MAY-93
MACKENZIE	KEVIN M.	31-MAY-93
BLOIS	ADRIAN	31-MAY-93
OLDFORD	SHANE	31-MAY-93
SAMPSON	JOE	31-MAY-93
JOHNSON	VINCENT	31-MAY-93
MOORE	BERNARD	28-JUN-93
SAUNDERS	ERNEST	28-JUN-93
COUSINS	RICHARD J	28-JUN-93
FINNEY	JOHN	28-JUN-93
DIGOU	LAWRENCE	05-JUL-93
MACNEIL	NEIL	01-AUG-93
GARDNER	KEVIN	3-AUG-93
HUETT	DARRYL	3-AUG-93
MACDONALD	KENNETH	3-AUG-93
MORRISON	CHARLES	3-AUG-93
POTHIER	HARRY	3-AUG-93
DOUBLETT	PETER K.	3-AUG-93
TUBRETT	JOHN	3-AUG-93

Last Name	First Name	Date Of Employment
HALLAHAN	KEVIN R.	24-SEP-93
DIGOU	ROSS	31-JAN-94
BOBBETT	RONALD	26-FEB-94
MACINNIS	JAMES E.	26-FEB-94
BLANCHARD	KIRK J.	18-JUL-94
MOMBOURQUETT	MICHAEL J.	18-JUL-94
MCINTYRE	FRANCIS X	13-MAY-96
MCNEIL	TERRY	13-MAY-96
LEBLANC	DERRICK	13-MAY-96
MUNROE	DARYL	13-MAY-96
Lovell	Georgina	12-AUG-96
Mc Leod	Linda	14-APR-97
Turnbull	Marelene	12-JUN-97
McKinnon	Linda	12-JUN-97
Mulley	Donald	08-SEP-97
Lewis	Kent	08-SEP-97
Matheson	Kevin	08-SEP-97
Doyle	Terry	08-SEP-97
Sheppard	Eric	08-SEP-97
Rose	Paulette	01-NOV-97
Turner	Tom	24-MAR-98
Boutilier	Ken	24-MAR-98
Brunet	Donna	18-JUN-98
Hennessey	Laurie	18-JUN-98
Thistle	Gary	18-JUN-98
Hiller	Donna	04-JAN-99
O'neil	Don	04-JAN-99
Coffin	Brad	04-TAN-99
Bellafontaine	Leona	04-TAN-99
Willet	Ioe	27-AUG-99
Bruffato	Tim	30-AUG99
Carey	Tod	23-MAY-00
Mac Kay	Kent	23-MAY-00

Last Name	First Name	Date Of Employment
Maglario	James	23-MAY-00
Bennett	KIRK	23-MAY-00
Mac Kay	RONALD	10-JUL-00
Mac Neil	Darryl	13-JUL-00
Maroun	Gary	13-Jul-00
Roach	Eleanor	20-Jul 00
Ludyka	(Bernie	24-JUL-00
Ryan	Danny	24-JUL-00
Poirier	Vaughan	24-JUL-00
Evans	John	24-JUL-00
Stewart	Lee	24-JUL-00
MacNeil	Linda	05-Sep-00
Dawe	Wilfred	22-May-01
Youden	Ronald	23-May-01
Miller	Shelia	23-May-01
Weeks	Deborah	23-May-01
Aucoin	Wendell	11-Jun-01
MacQuarrie	George	11-Jun-01
Donovan	Mark	19-Jun-01
Young	Richard	13-Aug-01
Ferguson	David	11-JAN-02
Steeves	Todd	11-JAN-02
Leblanc	Harold	06-May-02
MacDonald	George	06-May-02
Burke	Wayne	09-Jul-02
Green	Adam	09-Jul-02
Pond	Greg	09-Jul-02
Somerton	Bernie	12-Nov-02
MacAulay	Dougal	16-May-03
Mahoney	Donald	16-May-03
Jupp	Larry	16-May-03
Waidson	Myles	16-May-03
Wall	Paul	16-May03
Detheridge	Lucas	20-May-03

Last Name	First Name	Date Of Employment
Boudreau	francis	20-May-03
Burke	Ray	20-May-03
Mauger	Dale	20-May-03
Oakley	Lance	22-Jan-04
MacDonald	Paul	23-Feb-04
Steele	Bill	02-Mar-04
Headley	Lauchie	02-Mar-04
Viva	Dave	05-Apr-04
Gracie	Paul	05-Apr-04
McDonald	Bob	05-Apr-04
Ellerbrok	Rick	13-Apr-04
Gouthro	Robert	04-May-04
Bates	Barry	11-Jun-04
Parsons	Cliff	14-Jun-04
McDonald	Hector	14-Jun-04
Funari	Eric	15-Jun-04
Crocker	Brent	15-Jul-04
Parsons	Glenn	03-Apr-06
White	James	04-May-06
Ivany	Kevin	15-May-06
MacIsaac	Bill	15-May-06
Bateman	Ernie	15-May-06
MacDonald	Terrence	15-May-06
Cooke	Dawn	15-May-06
Kane	Brian	15-May-06
McKinnon	Dale	04-Jun-06
Thorne	Edward	04-Jun-06
LaFosse	Hartley	04-Jun-06
MacNeil	Manzie	04-Jun-06
MacNeil	Bud	04-Jun-06
Ivany	Laurie	22-Aug-06
MacKinnon	Lindsay	16-Oct-06
Rudderham	Ron	18-Oct-06
Farrell	Pat	14-Nov-06

Last Name	First Name	Date Of Employment
Marinelli	Rodney	27-Nov-06
MacDonald	Avery	11-Dec-06
White	Jason	11-Dec-06
Burke	Theresa	15-Jan-07
MacAdam	Mike	12-Mar-07
Bailey	Joe	12-Mar-07
Broussard	James	12-Mar-07

ADDENDUM G – PART TIME FUNK WORKERS

MEMORANDUM OF AGREEMENT

Addendum to Collective Agreement effective from November 1, 2005 to October 31, 2010.

This Memorandum of Agreement made this 17th day of October, 2002.

Between:

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

AND

The Canadian Union of Public Employees, Local 759, hereinafter referred to collectively as the “UNION”

And Whereas the EMPLOYER and the UNION mutually agree that it is desirable to amend the Collective Agreement where appropriate, between the parties hereto for better clarification and understanding;

And Whereas it is desirable to commit such amendments collectively and exclusively in writing;

And Whereas it is the purpose of this Memorandum of Agreement is to recognize eight (8) individuals named herein as employees of CBRM under the newly created position of Part Time Rink Worker.

Now therefore witnesseth that the parties hereto do, jointly and severally, covenant, promise and agree for themselves, their successors and administrators, agents and assigns, that the terms and conditions herein set out shall form and be part of the provisions of the Collective Agreement between the EMPLOYER and the UNION and the same are amended by adding the following where applicable:

- (a) ARTICLE 2 - Definitions of the said Collective Agreement is amended by adding the following subsection:

2:10 A Part Time Rink Worker does not have a regular schedule and is called out to work as required at Centre 200 and the Rinks.

- (b) ARTICLE 12 - Seniority of the said Collective Agreement is amended by adding the following subsection:

12.08 The seniority for Part Time Rink Workers will be January 11, 2002; the date the Union filed the grievance with CBRM. Their seniority will be on a separate seniority list than those of Regular Full Time and Regular Part Time employees. The order for which the employees affected by this agreement will be based on the original date of employment.

- (c) ARTICLE 16 - HOUR OF WORK of the said Collective Agreement is amended by adding the following subsection:

16.08 The hours of work for Part Time Rink Workers will be “as required”.

- (d) ARTICLE 17 - OVERTIME of the said Collective Agreement is amended by adding the following subsection:

17.12 Part Time Rink Workers will be paid overtime when the employee works in excess of forty (40) hours in one week. The procedure for overtime will be based on seniority.

17.13 Call Out - Part Time Rink Workers - Part Time Rink Workers can be called out anytime to work. The employee will receive a minimum four (4) hours at their regular rate when called out. Call out **will** be based on seniority until all Part Time Rink Workers receive forty (40) hours in one week. Once this has been achieved, overtime will be allotted on a seniority basis. Should an employee refuse work on more than three (3) consecutive calls his employment **will** cease.

- (e) ARTICLE 18 - VACATION of the said Collective Agreement is amended by adding the following subsection:

18.16 Vacation for Part Time Rink Workers will be based on a rate of 6% of earnings, paid weekly.

- (f) ARTICLE 19 - HOLIDAYS of the said Collective Agreement is amended by adding the following subsection:

19.11 Holiday pay for Part Time Rink Workers **will** be paid on a pro-rated basis to time worked. Holiday pay **will** be paid in December of each year.

- (g) ARTICLE 27 - GROW INSURANCE of the said Collective Agreement is amended by adding the following subsection:

27..03 Part Time Rink Workers - ~~with~~ no guarantee of work Part Time Rink Workers must meet the guidelines of the plan before being registered; e.g. to be classed as an employee of CBRM for medical and long term disability employees are required to work a **minimum** of twenty (20) hours per week on a consistent basis.

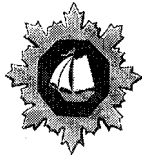
- (h) ARTICLE 38 - SICK LEAVE INCENTIVE PLAN of the said Collective Agreement is amended by adding the following subsection:

38.04 Part Time Rink Workers do not qualify for sick leave incentive.

- (i) This Agreement **will** be subject to review by both parties on the first anniversary date of the signing of this Agreement.

APPENDIX F - Seniority List

Last Name	First Name	Date Of Employment
St. John	Alex	January 11, 2002
Campbell	Jody	January 11, 2002
Ferguson	Dave	January 11, 2002
Marsh	Russell	January 11, 2002
Steeves	Gerald	January 11, 2002
MacNeil	Roddy	January 11, 2002
Monahan	Darryl	January 11, 2002
Steeves	Todd	January 11, 2002

ADDENDUM H - LETTER OF INTENT RE GROUP INSURANCE**CBRM***A Community of Communities*

Cape Breton Regional Municipality320 Esplanade
Sydney, Nova Scotia
B1P 7B9
Tel: 902-563-5059
Fax: 902-563-5582**Angus Fleming**
Director of Human Resources

May 10, 2007

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

Dear Mr. Currie:

RE: Article 27 – Group Insurance

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

Yours truly,

Angus Fleming
Director of Human Resources

:jm

C Ken Zwicker
John Evans
Mike MacKeigan
Donnie Burke