ORIGINAL

COLLECTIVE AGREEMENT

BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 759

RECEIVED
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November 1, 2010 to October 31, 2016

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COLLECTIVE AGREEMENT

THIS AGREEMENT is effective from the 1st day of November 2010 to the 31st day of October 2016.

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

6.02 The **EMPLOYER** shall deduct from every employee covered by this agreement *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 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 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 twenty-one (21) working 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) days after notice of layoff, he shall be paid in lieu of work for that part of twenty-one (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 Treatment Facilities

Regular assigned Treatment Facilities Operators shall work ten (10) hours per day for four (4) days per week (7 a.m. – 5 p.m.) with one (1) twenty (20) minute and two (2) fifteen (15) minute site specific meal breaks.

16.05 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.

16.06 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.

16.07 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 (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) Ten(10) hours in any day for those employees regularly scheduled to work a ten (10) hour shift shall constitute overtime.
(c) Forty (40) hours in any one (1) week for employees regularly scheduled to work a forty (40) hour week;
(d) Regular part time employees (Cleaners) who work in excess of four (4) hours in any day or twenty (20) hours in a week;
(e) 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 equitably shared among all employees within the site and then division who have the required skill and ability to perform the work required.

(b) 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.

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.

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 (1½) 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 sick leave 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 her gross pay (less statutory deductions).

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 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 Act* and Regulations.

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

31.03 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 the CBRM Travel Policy.

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, 2010 until October 31, 2016, 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, 2010 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 4TH day of February, 2013

APPENDIX A - WAGES AND CLASSIFICATIONS

CONTRACT CLASSIFICATION	Nov. 1, 2009	Nov. 1, 2010 3.0%	Nov. 1, 2011 3.0%	Nov. 1, 2012 2.5%	Nov. 1, 2013 2.5%	Nov. 1, 2014 2.5%	Nov. 1, 2015 2.5%
*Working Foreman	22.88	23.57	24.27	24.88	26.12	26.75	27.40
Trades (Journeyman)	22.54	23.22	23.91	24.51	25.12	25.75	26.40
DRC Waste/Waste Water Treatment Plant	25.63	26.40	27.19	27.87	28.57	29.28	30.01
Water/Waste Water Treatment Plant Operator Level 3	22.88	23.57	24.27	24.88	25.50	26.14	26.79
Water/Waste Water Treatment Plant Operator Level 2	22.18	22.85	23.53	24.12	24.72	25.34	25.97
Water/Waste Water Treatment Plant Operator Level 1	21.44	22.08	22.75	23.31	23.90	24.49	25.11
Water/Waste Water Treatment Plant Operator In Training	20.77	21.39	22.03	22.59	23.15	23.73	24.32
Heavy Equipment Operator	21.72	22.37	23.04	23.62	24.21	24.81	25.43
Timekeeper	22.04	22.70	23.38	23.97	24.57	25.18	25.81
Utility Service	21.44	22.08	22.75	23.31	23.90	24.49	25.11
Labourer	20.77	21.39	22.03	22.59	23.15	23.73	24.32
Cleaner	13.44	13.84	14.26	14.61	14.98	15.35	15.74
Janitor	16.79	17.29	17.81	18.26	18.71	19.18	19.66
Transit Operator	19.38	19.96	20.56	21.07	21.60	22.14	22.69
Service Person Transit	19.77	20.36	20.97	21.50	22.04	22.59	23.15

- **On signing of the contract working foreman rate will be $1 per hour higher than trades rate.(Feb. 1, 2013-$24.51 increases to $25.51)*
- *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.*

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:

Length of Service	*Sick Leave Benefit*
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 t0% 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
Kevin Greig	18-Jan-91

APPENDIX F - SENIORITY LIST

	Last Name	First Name	Date Of Employment
1.	DWYER	DARRELL	17-JAN-70
2.	OCONNELL	CHARLES	02-JUN-72
3.	STEEVES	RONALD	09-MAY-73
4.	CURRIE	JIM	18-Mar-74
5.	KOZIEL	PAUL	12-MAY-74
6.	KRSZWDA	WALTER	24-JUN-74
7.	AXWORTHY	JAMES	06-SEP-74
8.	Timmons	Alfred	10-JAN-75
9.	RANSON	ROBERT	01-MAY-75
10.	OLIVER	LEO	06-AUG-75
11.	MATTHEWS	LAWRENCE	12-JUN-76
12.	BOUTLIER	DOUG	30-JUN-76
13.	BURCHELL	TOM	01-JUN-77
14.	MCDONALD	MALCOLM	01-JUN-77
15.	BAXTER	EDWARD	01-JUN-77
16.	ALLISON	STEVE	01-JUN-77
17.	BROWN	BRIAN	01-JUN-77
18.	CALLAGHAN	KEITH	01-JUN-77
19.	SOMERTON	DONALD	01-JUN-77
20.	MCCORMACK	RICHARD	01-JUN-77
21.	MCDONALD	ERIC	01-JUN-77
22.	KOSTEY	JAMES	01-JUN-77
23.	MARSHALL	DOUG	01-JUN-77
24.	MACLEAN	JOHN HUGH	28-MAY-79
25.	NICHOLSON	DANIEL	28-MAY-79
26.	LITTLER	BLAINE	18-JUN-79
27.	Reid	Barry	19-SEP-79
28.	MACNEIL	DAVID	30-JAN-80
29.	MOORE	DANIEL	25-MAY-80
30.	MACSWEEN	AUBREY	02-JUN-80
31.	ROMARD	FRANCIS	02-JUN-80
32.	MACLEOD	LYOYD	20-JUL-80
33.	MACNEIL	BERNIE	08-SEP-80
34.	MACISAAC	JOHN	01-NOV-80
35.	SAUNDERS	ALEX	23-FEB-81

36.	BAGNELL	LEONARD	24-APR-81
37.	ROBINSON	TOM G.	06-JUL-81
38.	GOUTHRO	TOM	15-DEC-81
39.	MACNEIL	REG	17-MAY-82
40.	MACNEIL	ANTHONY L.	03-AUG-82
41.	GRAHAM	LOUIS	19-OCT-82
42.	MULVIHILL	LYNN	30-NOV-82
43.	Burke	James	21-MAR-83
44.	SOUTHWELL	JAMES	18-APR-83
45.	BORGAL	NELSON	18-APR-83
46.	Gillis	Angus	02-MAY-83
47.	YOUNG	ROBERT	22-MAY-84
48.	Carter	Gordon	28-MAY-84
49.	RUELLAND	JOHN	01-AUG-84
50.	TAYLOR	JOE	22-APR-85
51.	FITZGERALD	STEWART	01-MAY-85
52.	WHIFFEN	TERRY	01-MAY-85
53.	PETITE	GREG	01-JUN-85
54.	YOUNG	ALLAN	17-JUN-85
55.	MACCANDLESS	NEIL	28-DEC-85
56.	Drake	Brian	31-MAR-86
57.	MACKINNON	TOM	23-OCT-86
58.	MACDONALD	RON	26-OCT-86
59.	Jessome	DERRICK P	09-MAR-87
60.	MacLean	Keith	23-NOV-87
61.	Cox	HAROLD C	02-JAN-88
62.	WILSON	LAWRENCE	06-JAN-88
63.	O'HANDLEY	MALCOLM	20-JAN-88
64.	Nightingale	Murray	07-MAR-88
65.	MacGillvary	Steve	05-Apr-88
66.	MORRISON	PETER	05-APR-88
67.	GALLANT	LEO	27-JUN-88
68.	MacInnes	Joe	04-JUL-88
69.	GILLIS	ALEX	04-JUL-88
70.	MARTIN	DANIEL G.	04-JUL-88
71.	MURPHY	TOM	29-AUG-88
72.	PIOVESAN	LOUIS	29-AUG-88
73.	HODGKINSON	PAUL	31-OCT-88

74.	QUINN	DENNIS	31-OCT-88
75.	Boyle	Brent	30-JAN-89
76.	Ross	Walma	01-FEB-89
77.	MACLEOD	EVERETT	15-FEB-89
78.	BOUTILIER	FRED	01-JUN-89
79.	MACLENNAN	KEN	06-JUN-89
80.	LOVELL	MARTIN	17-JUL-89
81.	FERNANDES	PAUL	18-JUL-89
82.	GARDINER	ROBERT	08-AUG-89
83.	ROSTA	HENRY	20-NOV-89
84.	MANN	WILLIAM R.	24-APR-90
85.	CROCKER	CRAIG	20-JUN-90
86.	Bidart	Danny	27-JUN-90
87.	Buchanan	Alex	27-JUN-90
88.	REDMOND	RICHARD	06-AUG-90
89.	FRENCH	DAVID	24-SEP-90
90.	STEWART	ELROY	01-OCT-90
91.	O'BRIEN	PAUL	22-OCT-90
92.	SNOW	ALLEN	29-OCT-90
93.	FLOYD	PAUL	05-NOV-90
94.	MACDONALD	GARY D.	05-NOV-90
95.	MACIVOR	JOSEPH	05-NOV-90
96.	GREIG	KEVIN	18-JAN-91
97.	MACLEAN	DANIEL J.	10-MAY-91
98.	TIMMONS	RAYMOND	13-MAY-91
99.	MACDOUGALL	ALLEN	12-JUL-91
100.	MACEACHERN	FRANK G.	02-FEB-92
101.	MACDONALD	LORNE	25-Apr-92
102.	WHITTY	MICHAEL	01-JUN-92
103.	WOODFINE	BRIAN	01-JUN-92
104.	SKINNER	JOSEPH	01-JUN-92
105.	PARSONS	RICKEY	01-JUN-92
106.	IVEY	KEVIN	01-JUN-92
107.	SMITH	GREG	08-JUN-92
108.	THOMPSON	BILLY	08-JUN-92
109.	MACDONALD	GARY W.	08-JUN-92
110.	MACPHEE	DAN	08-JUN-92
111.	MACVICAR	ROD	08-JUN-92

112.	GOUTHRO	HARRY	08-JUN-92
113.	O'REILLY	FRANCIS	08-JUN-92
114.	GLANCEY	PAT	08-JUN-92
115.	MACDOUGALL	BLAIR	08-JUN-92
116.	MATHESON	CAMERON	08-JUN-92
117.	BURT	TREVOR	17-JUN-92
118.	MACDONALD	JOHN F	17-JUN-92
119.	MACINTYRE	WILLIAM F.	30-JUN-92
120.	SMITH	GEORGE	01-JUL-92
121.	CORBETT	ANGUS R	02-JUL-92
122.	Morrison	Bernard	13-JUL-92
123.	MACKEIGAN	RODNEY	27-JUL-92
124.	PYE	KENNETH	13-MAY-93
125.	JESSOME	DARRELL	15-MAY-93
126.	MACKENZIE	KEVIN M.	31-MAY-93
127.	BLOIS	ADRIAN	31-MAY-93
128.	OLDFORD	SHANE	31-MAY-93
129.	JOHNSON	VINCENT	31-MAY-93
130.	MOORE	BERNARD	28-JUN-93
131.	SAUNDERS	ERNEST	28-JUN-93
132.	COUSINS	RICHARD J	28-JUN-93
133.	FINNEY	JOHN	28-JUN-93
134.	DIGOU	LAWRENCE	05-JUL-93
135.	MACNEIL	NEIL	01-AUG-93
136.	GARDNER	KEVIN	3-AUG-93
137.	HUETT	DARRYL	3-AUG-93
138.	MACDONALD	KENNETH	3-AUG-93
139.	POTHIER	HARRY	3-AUG-93
140.	TUBRETT	JOHN	3-AUG-93
141.	HAWCO	KEVIN	24-SEP-93
142.	DIGOU	ROSS	31-JAN-94
143.	BOBBETT	RONALD	26-FEB-94
144.	MACINNIS	JAMES E.	26-FEB-94
145.	BLANCHARD	KIRK J.	18-JUL-94
146.	MOMBOURQUETT	MICHAEL J.	18-JUL-94
147.	MCNEIL	TERRY	13-MAY-96
148.	LEBLANC	DERRICK	13-MAY-96
149.	MUNROE	DARYL	13-MAY-96

150.	Lovell	Georgina	12-AUG-96
151.	McLeod	Linda	14-APR-97
152.	McKinnon	Linda	12-JUN-97
153.	Mulley	Donald	08-SEP-97
154.	Matheson	Kevin	08-SEP-97
155.	Doyle	Terry	08-SEP-97
156.	Rose	Paulette	01-NOV-97
157.	Turner	Tom	24-MAR-98
158.	Boutilier	Ken	24-MAR-98
159.	Brunet	Donna	18-JUN-98
160.	Hennessey	Laurie	18-JUN-98
161.	Thistle	Gary	18-JUN-98
162.	Hiller	Donna	04-JAN-99
163.	O'NEIL	Don	04-JAN-99
164.	Coffin	Brad	04-JAN-99
165.	Bellafontaine	Leona	04-JAN-99
166.	Willet	Joe	27-AUG-99
167.	Bruffato	Jim	30-AUG99
168.	Carey	Tod	23-MAY-00
169.	Mac Kay	Kent	23-MAY-00
170.	Maglario	James	23-MAY-00
171.	Bennett	KiRK	23-MAY-00
172.	Mac Kay	RONALD	10-JUL-00
173.	Mac Neil	Darryl	13-JUl-00
174.	Roach	Eleanor	20-Jul_00
175.	Ludyka	Bernie	24-JUL-00
176.	Ryan	Danny	24-JUL-00
177.	Stewart	Lee	24-JUL-00
178.	MacNeil	Linda	05-Sep-00
179.	Dawe	Wilfred	22-May-01
180.	Miller	Shelia	23-May-01
181.	Weeks	Deborah	23-May-01
182.	Aucoin	Wendell	11-Jun-01
183.	Donovan	Mark	19-Jun-01
184.	Young	Richard	13-Aug-01
185.	Campbell	Jody	11-Jan-02
186.	Marsh	Russell	11-Jan-02
187.	Steeves	Todd	11-JAN-02

188.	Monaghan	Darrell	11-JAN-02
189.	Leblanc	Harold	06-May-02
190.	MacDonald	George	06-May-02
191.	Burke	Wayne	09-Jul-02
192.	Green	Adam	09-Jul-02
193.	Pond	Greg	09-Jul-02
194.	Somerton	Bernie	12-Nov-02
195.	Jupp	Larry	16-May-03
196.	Waidson	Myles	16-May-03
197.	Wall	Paul	16-May-03
198.	Detheridge	Lucas	20-May-03
199.	Boudreau	Francis	20-May-03
200.	Burke	Ray	20-May-03
201.	Mauger	Dale	20-May-03
202.	Oakley	Lance	22-Jan-04
203.	MacDonald	Paul	23-Feb-04
204.	Steele	Bill	02-Mar-04
205.	Headley	Lauchie	02-Mar-04
206.	Viva	Dave	05-Apr-04
207.	Gracie	Paul	05-Apr-04
208.	McDonald	Bob	05-Apr-04
209.	Ellerbrok	Rick	13-Apr-04
210.	Gouthro	Robert	04-May-04
211.	Bates	Barry	11-Jun-04
212.	Parsons	Cliff	14-Jun-04
213.	McDonald	Hector	14-Jun-04
214.	Funari	Eric	15-Jun-04
215.	Crocker	Brent	15-Jul-04
216.	Parsons	Glenn	03-Apr-06
217.	White	James	04-May-06
218.	Ivany	Kevin	15-May-06
219.	MacIsaac	Bill	15-May-06
220.	Bateman	Ernie	15-May-06
221.	MacDonald	Terrence	15-May-06
222.	Cooke	Dawn	15-May-06
223.	Kane	Brian	15-May-06
224.	McKinnon	Dale	04-Jun-06
225.	LaFosse	Hartley	04-Jun-06

226.	MacNeil	Manzie	04-Jun-06
227.	MacNeil	Bud	04-Jun-06
228.	Ivany	Laurie	22-Aug-06
229.	MacKinnon	Lindsay	16-Oct-06
230.	Rudderham	Ron	18-Oct-06
231.	Farrell	Pat	14-Nov-06
232.	MacDonald	Avery	11-Dec-06
233.	White	Jason	11-Dec-06
234.	Burke	Theresa	15-Jan-07
235.	MacAdam	Mike	12-Mar-07
236.	Bailey	Joe	12-Mar-07
237.	Broussard	James	12-Mar-07
238.	Rudderham	Tracey	27-Jun-07
239.	Doyle	Jennifer	27-Jun-07
240.	Horne	Shawn	22-Oct-07
241.	Corbett	Florence	07-Dec-07
242.	Reid	Geoff	15-Jan-08
243.	Bishop	Roy	28-Jan-08
244.	Thomson	Jonathan	28-Jan-08
245.	Dicks	Sam	28-Jan-08
246.	McNeill	Darryl	12-Feb-08
247.	Oldford	Jason	03-MAR-08
248.	Snow	Blair	31-Mar-08
249.	Gillis	Scott	01-Apr-08
250.	Gallaway	Danny	10-Apr-08
251.	MacKay	Glen	10-Apr-08
252.	Lipkus	Sid	10-Apr-08
253.	Holloway	Clarence	14-Ap-r08
254.	Harris	Robert	14-Apr-08
255.	LeFeuvre	Jim	18-Aug-08
256.	MacNeil	Roddie	25-Aug-08
257.	Verschuren	Steve	25-Aug-08
258.	Robinson	Alfred	25-Aug-08
259.	Budden	Ken	01-Dec-08
260.	Bennett	Bernie	01-Dec-08
261.	McPhee	Vonnie	26-Jan-09
262.	Gabriel	David	10-Mar-09
263.	Taylor	Doug	10-Mar-09

264.	Hines	Chris	23-Mar-09
265.	MacCormick	John	23-Mar-09
266.	Drysdale	Kyle	23-Mar-09
267.	Kelloway	David	30-Mar-09
268.	Hawkins	Jody	20-Apr-09
269.	McDonald	Todd	06-May-09
270.	Lyons	James	13-Oct-09
271.	Owen	Danielle	14-Dec-09
272.	Nash	Ron	27-Dec-09
273.	Janega	Troy	04-Jan-10
274.	Nicholson	Terrance	04-Jan-10
275.	Mercer	Sheldon	21-Jan-10
276.	Murphy	Adam	21-Jan-10
277.	Timmons	Diane	03-May-10
278.	Young	Colleen	03-May-10
279.	MacDonald	Doug	11-Jun-10
280.	Lynk	Darren	19-Jul-10
281.	Barnaby	Bruce	26-Jul-10
282.	Thyssen	Anthony	20-Aug-10
283.	MacDonald	Brian	07-Sep-10
284.	Jessome	David	04-Oct-10
285.	Digou	John	25-Oct-10
286.	Peters	Mike	04-Jan-11
287.	MacPhee	Adam	30-Jan-11
288.	Yates	Trevor	31-Jan-11
289.	Huestis	Craig	31-Jan-11
290.	Curry	Janine	07-Mar-11
291.	Burke	Maureen	07-Mar-11
292.	McDonald	Angela	07-Mar-11
293.	MacDonald	Kyle	11-july-11
294.	Penney	Allan	31-Oct-11
295.	Redden	Mark	03-Nov-11
296.	Stone	Chris	07-Nov-11
297.	MacCormick	William	07-Nov-11
298.	Peters	Jordan	07-Nov-11
299.	O'Handley	Jeff	14-Nov-11
300.	Huett	Darryl	14-Nov-11
301.	Rogers	Blair	23-Feb-12

302.	McCarthy	Daniel	23-Feb-12
303.	Taylor	Brian	26-Mar-12
304.	MacKenzie	Scott	11-Jun-12
305.	Floyd	Tracy	11-Jun-12
306.	LeBlanc	Greg	18-Jun-12
307.	MacDougall	Robert	18-Jun-12
308.	MacPhee	Kevin	18-Jun-12
309.	MacPhee	Jeff	18-Jun-12
310.	Francis	Paul	18-Jun-12
311.	Rowe	David	18-Jul-12
312.	Watson	Adam	30-Jul-12
313.	Hoeg	Patricia	09-Sep-12
314.	Ash	Corey	18-Dec-12
315.	Maguire	Robert	18-Dec-12
316.	MacMillan	Richard	06-Jan-13

ADDENDUM G – PART TIME RINK WORKERS

MEMORANDUM OF AGREEMENT

Addendum to Collective Agreement effective from November 1, 2010 to October 31, 2016.

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 desirous to amend the Collective Agreement where appropriate, between the parties hereto for better clarification and understanding;

And Whereas it is desirous 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 - GROUP 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:

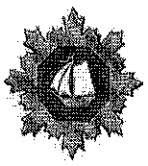
38.04 Part Time Rink Workers do not qualify for sick leave incentive.

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

APPENDIX H - Seniority List

Last Name	First Name	Date Of Employment
Steeves	Gerald	January 11, 2002
MacNeil	Roddy	January 11, 2002

ADDENDUM I – LETTER OF INTENT RE GROUP INSURANCE



CBRM *A Community of Communities*

Cape Breton Regional Municipality

320 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