COLLECTIVE AGREEMENT

BETWEEN:

THE CAPE BRETON REGIONAL MUNICIPALITY

AND

THE CAPE BRETON REGIONAL MUNICIPALITY BOARD OF POLICE COMMISSIONERS

AND

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION

January 1, 2019 to December 31, 2023

Signed June 18, 2019

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COLLECTIVE AGREEMENT

THIS AGREEMENT made this day of , 2019.

BETWEEN:

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

AND

THE CAPE BRETON REGIONAL MUNICIPALITY
BOARD OF POLICE COMMISSIONERS
(hereinafter referred to as the "**COMMISSION**")

(hereinafter collectively referred to as the **"EMPLOYER")**

AND

THE NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
a certified Trade Union under the Trade Union Act
(hereinafter referred to as the "**UNION**")

PURPOSE OF AGREEMENT

WHEREAS it is the desire of both parties to this Agreement:

a) to work in partnership with the people and to serve and protect the community;

b) to focus on community leadership roles which enhance the quality of life for our citizens;

c) to maintain and improve the harmonious relations and settle conditions of employment between the **EMPLOYER** and the **UNION;**

d) to encourage efficiency in operation;

e) to promote the morale, well-being and security of all the members in the bargaining unit of the **UNION**;

f) to provide an amicable method of settling grievances or differences which may from time to time arise.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 **APA CADET** - means cadets from the Atlantic Police Academy who are performing on the job training as part of their Atlantic Police Academy program. It does not include anyone else.

1.02 **DEPUTY CHIEF OF POLICE** - means the person so appointed by the Municipal Council from time to time to the position of "Deputy Chief of Police" of the Cape Breton Regional Police Service.

1.03 **CALL OUT** - means the summoning of an employee back to their place of work during their off duty hours.

1.04 **CBRPS** - means Cape Breton Regional Police Service.

1.05 **CHIEF OF POLICE** - means the person so appointed by the Municipal Council from time to time to the position of "Chief of Police" of the Cape Breton Regional Police Service.

1.06 **COMMISSION** - means the Board of Police Commissioners for the Cape Breton Regional Municipality.

1.07 **COURT** - includes any Federal, Provincial, Municipal or Civic Tribunal court or inquiry acting in a judicial or quasijudicial capacity and shall include police department, commission, review board hearings or inquiries.

1.08 **COURT TIME** - includes any attendance at any court, inquiry or hearing by an employee while they are not on duty, provided they are subpoenaed, summoned, or required to attend for matters arising out of their employment.

1.09 **DAY** - means calendar day.

1.10 **EMPLOYEE** - means a person who is assigned to a position coming within the scope of this agreement and includes permanent, probationary and full-time employees.

1.11 **EMPLOYER** - means collectively the Cape Breton Regional Municipality and the Municipal Board of Police Commissioners for the Cape Breton Regional Municipality.

1.12 **FLOATER TIME** - means the additional hours worked by an employee as a result of the 12 hour shift.

1.13 **INTERPRETATION** - in this agreement masculine includes the feminine and singular denotes the plural, where such interpretation is required.

1.14 **LOCAL** – means Local 1995 of the Nova Scotia Government and General Employees Union.

1.15 **MEMBERS** - means employees who are members of the **UNION**.

1.16 **MUNICIPALITY** - means the Cape Breton Regional Municipality.

1.17 **PERMANENT EMPLOYEE** - means an employee who has completed his probationary period.

1.18 **PLATOON** - means one of the four uniformed groups working the same hours of work on the 12 hour shift outlined in Article 6.

1.19 **PROBATIONARY EMPLOYEE** - means an employee who has not completed his probationary period.

1.20 **ROTATION** - means 4 consecutive 12 hour shifts (for those on the 12 hour shift) or 5 consecutive 8 hour shifts (for those on the 8 hour shift).

1.21 **SENIORITY & SENIOR** - means the seniority of an Employee as defined in Article 22 of this Collective Agreement.

1.22 **SERVICE** - means the service of an employee as defined in Article 22 of this Collective Agreement.

1.23 **SHIFT** - means eight consecutive hours of work for those on an 8 hour shift or twelve consecutive hours of work for those on a 12 hour shift.

1.24 **UNION** – means the Nova Scotia Government and General Employees Union.

1.25 **WEEK** - means seven consecutive calendar days commencing at 12:01 a.m. on Sunday.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 **Management Rights**

The **UNION** recognizes that it is the right of the **EMPLOYER** to exercise the regular and customary function of management (including maintaining order, discipline, efficiency, and operating and managing its business in all respects in accordance with its commitments and responsibilities) and to direct the Police Service. The question of whether any of these rights are limited by this Agreement shall be decided through the grievance and arbitration procedures.

2.02 **Discipline – Police Act & Regulations**

All disciplinary matters shall be dealt with by the **EMPLOYER** in strict accordance with the procedural and substantive requirements for discipline matters in the *Police Act* and Regulations thereunder and the final disposition of the disciplinary matters under those procedures shall be final and binding on the parties and not arbitrable under this Agreement.

2.03 Just Cause

Subject to the provisions of the *Police Act* and Regulations thereunder, no employee who has completed his probationary period shall be disciplined, demoted, suspended or discharged except for just and sufficient cause.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

3.01 Bargaining Agent Recognition

The **EMPLOYER** recognizes the Nova Scotia Government and General Employees Union as the sole collective bargaining agent for collective bargaining purposes for all duly sworn Police Officers employed with the Cape Breton Regional Police Service excluding the Chief of Police, Deputy Chief of Police, Superintendent, Inspectors and Staff Sergeants. Sergeants, Constables and other positions of ranks created by the **EMPLOYER** below the rank of Staff Sergeant and those persons excluded by paragraphs (a) and (b) of subsection 2(2) of the *Trade Union Act*.

3.02 Union Membership

The **EMPLOYER** agrees that it shall be a condition of continuing employment for all employees within this bargaining unit to become a member of the **UNION** upon being hired and remain members in good standing of the **UNION**.

3.03 Part-time Prohibition

There shall be no part time employees.

3.04 No Conflict with Terms of Collective Agreement

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

3.05 Bargaining Unit Work

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, or in emergencies when employees are not available and provided that the act does not reduce regular hours of work or pay of any employee. It is understood by the Parties that excluded Police Officers (Management) must on occasion perform duties which are performed by members of the Bargaining Unit. It is further understood by the Parties that Unionized clerical personnel employed by CBRPS shall continue to perform functions which are sometimes performed by Police Officers (answering phones, filing and filling out reports).

3.06 No Contracting Out

If an employee is laid off as a result of contracting out, the employee shall have the option of taking his/her severance under Article 25.10.

3.07 Copies of Collective Agreement

This collective agreement is fully applicable to all employees, unless otherwise specified.

3.08 Email Bulletin Boards

The **UNION** is entitled to post notices concerning its union affairs electronically/email.

3.09 Union Representatives

No individual employee or a group of employees shall undertake to represent the **UNION** at meetings with the **EMPLOYER** without proper authorization of the **UNION.**

3.10 Union Representation

The LOCAL shall have the right at any time to have the assistance of representatives of Nova Scotia Government and General Employees Union when dealing with the EMPLOYER. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination for Union Activity

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

4.02 No Discrimination

Neither the Employer, nor any person acting on behalf of the Employer, shall refuse to continue to employ any employee or otherwise discriminate against any employee, on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, sexual orientation, source of income; political beliefs, affiliation or activities; family status, marital status, age or physical ability or mental ability, except as authorized by the *Human Rights Act*.

4.03 Reasonableness

The **EMPLOYER** shall exercise its rights in a fair and reasonable manner.

ARTICLE 5 – UNION DUES AND CHECK OFF

5.01 Deduction of Union Dues and Assessments

The Employer will, as a condition of employment, deduct an amount equal to the amount of the membership dues and assessments uniformly required to be paid by all members of the Union from the weekly pay of all employees in the bargaining unit.

5.02 Notification of Deduction

The Union shall inform the Employer in writing of the authorized deduction to be checked off for employees mentioned in Article 5.01.

5.03 Remittance of Union Dues and Assessments

The amounts deducted in accordance with Article 5.01 shall be remitted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf**.**

5.04 Income Tax

Income Tax T-4 slips shall reflect the amount of Union dues deducted by the **EMPLOYER** in the previous year.

ARTICLE 6 - HOURS OF WORK

6.01 Hours of Work - General

The **EMPLOYER** agrees that all employees shall work an average of forty (40) hours per week.

6.02 Twelve (12) Hour Shifts

All employees shall work the twelve (12) hour shift pattern outlined in this Article, with the exception of officers working in units identified in Article 6.05.

6.03 Shift Pattern

(a) The four (4) platoons designated as a, b, c and d shall work the following shift pattern:

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

(b) An early shift shall be established working the same shift pattern as the Platoons with the exception of the start and end times. The day shift shall start at 5:00 a.m. and end at 5:00 p.m. and the night shift shall start at 5:00 p.m. and end at 5:00 a.m.

Early shift selection shall consist of no more than eight (8) members with two (2) members assigned on each of the four platoons in Central Division only with mandatory backfill within Platoon.

Early shift selection shall be by volunteer seniority selection. Any remaining vacancies will be in reverse seniority.

6.04 Scheduling of Float Time

As the twelve (12) hour shift schedule will result in employees working an average of an additional twelve (12) hours every six (6) weeks above what would be worked if a forty (40) hour week were employed, the **EMPLOYER** shall grant each employee on the twelve (12) hour shift an additional one hundred and eight (108) hours.

6.05 Hours of Work

The below noted sections work an eight (8) hour shift commencing between 7:00 a.m. and 9:00 a.m. or commencing between 4:00 p.m. and 6:00 p.m. Sunday to Saturday. Two (2) consecutive days off per week. The normal hours may be adjusted by not more than two (2) hours either prior to or subsequent to the scheduled shift. Schedule must be done two (2) weeks in advance.

1) Major Crime
2) General Investigations Section/Youth
3) Forensic Identification Section
4) Street Crime Unit
5) Community Safety Enforcement Unit
6) Traffic Safety Unit
7) Community Officers
8) Arson Investigation Unit
9) Polygraph
10) Community Mobilization Officer
11) Training Section

6.06 Reporting for Duty

All members shall report for duty at least ten (10) minutes prior to the normal shift.

6.07 Reporting Early for Duty

Employees reporting early for duty may relieve the opposite employee early, provided that the Platoon Sergeant has given prior approval and provided that the employee being relieved remains on duty until such time as their replacements have reported for duty. Platoon Sergeants or designate cannot relieve earlier than 5:30 a.m. or 5:30 p.m

6.08 Meal Break

All employees shall be entitled to a one (1) forty-five (45) minute meal period during a shift.

6.09 Officers Assigned to Patrol Cars

At his discretion, the Sergeant may assign, from the officers on duty in his division, one person or two person patrol cars according to the needs of the Division and the safety of the officers on that particular shift.

ARTICLE 7 - LEAVE PROCEDURE AND BANK

7.01 Leave Banks

The **EMPLOYER** shall create and keep a record of every employee's accumulated time to be known as the "leave bank" or the "bank".

7.02 Leave

For the purpose of this Article "leave" means the eight types of leave outlined below and does not include other types of leave or time off. Employees shall have the option of time off or money for all of the following types of leave with the exception of vacation/floaters:

(a) Article 11 – Vacation
(b) Article 6 – Floaters
(c) Article 12 - Statutory Holidays
(d) Article 10 – Overtime
(e) Article 9 - Court Time
(f) Article 8 - Call-Out
(g) Article 20 - Vacation call back
(h) Article 33 - Standby

7.03 Pay Out

Employees who opt for time off shall only have time off unless the **EMPLOYER** opts to pay out time in their bank in excess of 48 hours.

7.04 Restriction on Number of Employees on Leave – Night Shift/Day Shift

The **EMPLOYER** shall allow a minimum of two (2) employees on leave at all times from each of the following East Division and North Division platoons. The **EMPLOYER** shall allow a minimum of three (3) employees on leave at all times from Central Division platoons.

7.05 Restriction on Number of Employees on Leave – Special Divisions

For the following units, where five (5) employees are regularly employed a minimum of two (2) employees shall be allowed on leave at all times. Where there are less than five (5) employees regularly employed a minimum of one (1) employee shall be allowed on leave at all times. The employer shall grant a maximum of three (3) consecutive weeks to each employee.

(a) Major Crime
(b) General Investigations Section/Youth
(c) Forensic Identification Section
(d) Street Crime Unit
(e) Community Safety Enforcement Unit
(f) Traffic Safety Unit
(g) Community Officers
(h) Arson Investigation Unit
(i) Polygraph
(j) Community Mobilization Officer
(k) Training Section
(l) K-9 Officers

7.06 A Platoon Vacation Selection

- Vacation selections for platoons must be completed and submitted for approval of the Patrol Division Inspector no later than January 31st.
- The **EMPLOYER** shall grant a maximum of three (3) consecutive rotations to each employee.
- Once the platoon assignments have been completed the vacation selection process shall begin
- The Management Supervisor of the respective platoons will initiate and complete the process
- The Management Supervisor /designate will call the employees of each division in order of seniority and request their vacation selection for the upcoming year.
- Vacation will be selected in accordance with Sections 7.04 and 11.01 of the collective agreement.

7.07 Float Time Scheduling

Employees shall only be allowed to use float time to round out an odd number of shifts to complete a full rotation of vacation. This shall be vacation for the purposes of vacation call back. The balance of an employee's float time shall not qualify for vacation call back but may be scheduled at the same time as if it were vacation.

7.08 Additional Leave Scheduling

After all employees have had the opportunity to choose a maximum of three (3) consecutive rotations of vacation and other leave, the list shall be circulated in order of seniority again so employees may continue choosing a maximum of three (3) consecutive rotations until employees have exhausted their leave or opted not to choose leave.

7.09 Depletion of Leave Banks

Leave shall be removed from the bank in the order it appears in sub-article 7.02**.**

7.10 Notice Period for Leave

Once leave is chosen in accordance with the preceding rotation, remaining leave shall be granted to the first person who requested said leave.

7.11 Leave of Absence

Provided the Employee provides the **EMPLOYER** with 48 hours' notice, the **EMPLOYER** except in the case of emergencies shall approve leave requests if the minimum number of employees are not off on leave as provided for in this Article.

7.12 Employer Prohibition - Rescheduling

An Employee may be granted a leave of absence, without pay, for good and sufficient reasons, upon written request to the Chief of Police. Nothing in this sub-article shall be interpreted so as to require the **EMPLOYER** to grant such leave.

7.13 Vacation Upon Transfer

The **EMPLOYER** shall not reschedule employees' normal time off to avoid the payment of overtime.

7.14 Vacation Carry Over

If an employee is transferred after picking his vacation, he shall continue to receive the vacation he has picked; such vacation shall be in addition to the minimum numbers provided in this article if there is the minimum number of employees on vacation.

7.15 Employees unable to use vacation from a previous year as a result of sickness or WCB shall be allowed to carry forward vacation after advising the divisional manager in the following manner:

- The prior year's vacation will be utilized to top up their entitlement to take vacation up to what would have been their normal entitlement in the current year;
- Any additional vacation over and above what is required to top up their vacation entitlement shall be taken in the first three months of the calendar year;
- The employees shall use this vacation at their option within the first three months of the calendar year without any negative impact on the two employees already allowed off on vacation.

ARTICLE 8 - CALL OUT

8.01 Call Out Compensation – First Four (4) Hours

Any employee called out to duty during off-duty hours, shall be paid a minimum of four (4) hours at the rate of time and one-half (1 ½).

8.02 Call Out

A call out occurs when an off duty employee is required to make a trip to work or required to resume work half an hour or more after the end of the employee's scheduled shift.

8.03 Call Out in Excess of Four (4) Hours

If the call out is required for longer than four (4) hours, the employees shall be paid for the additional hours at the rate of time and one-half (1 ½).

8.04 Allocation of Extra Duty Shifts

The Local Executive shall distribute extra duty shifts equally to all members who wish to perform such shifts within each division.

8.05 Compensation for Call Out on Statutory Holiday

All call out hours worked or commencing on a statutory holiday shall be paid at double time.

ARTICLE 9 - COURT TIME

9.01 Compensation for Court Attendance

Each attendance at court during off duty hours shall be under the callout provisions of this collective agreement. A minimum of four (4) hours at the rate of time and one-half in the morning and four (4) hours at the rate of time and one-half in the afternoon if separate trial from the morning. A minimum of four (4) hours at the rate of time and a half in the evening if a separate trial from morning or afternoon.

9.02 Minimum Compensation

A minimum of four (4) hours at the rate of time and one-half shall be paid for each call out.

9.03 Court Time Preparation

Court time shall include necessary management approved meetings with Crown prosecutors.

9.04 Cancellation of Court Time

An employee must be notified of cancellation a minimum of 24 hours before court is scheduled or the required call out shall be paid.

9.05 Meal Allowances

If Court or call out continues beyond 1:00 p.m. or beyond 7:00 p.m., the **EMPLOYER** shall pay the employee the applicable meals.

9.06 Kilometer Rates & Expenses

All employees required to attend court outside of the CBRM who are not provided with a vehicle by the EMPLOYER**,** shall be entitled to kilometrage and reasonable expenses for travel and accommodations in accordance with the EMPLOYER'S policy.

9.07 Court Time in Excess of Four Hours

If Court is required for longer than four (4) hours, the Employee shall be paid for the full time at the rate of time and a half.

9.08 Court Attendance Resulting from Union Membership

Any Court attendance by an Employee resulting from his employment shall be paid for in accordance with this article. Attendance resulting from Union membership shall not be the responsibility of the **EMPLOYER**.

9.09 Court

An **EMPLOYEE** who is required to attend court between two (2) regularly scheduled twelve (12) hour night shifts shall be released from duty at 2 a.m. In the event that the employee is required to stay past 2 a.m., the employee will not be required to report for duty until 11 p.m. on the second night shift, there will be no banking of time under this clause. If the employee is scheduled to work 5-5, the employee shall be released from duty at 12 a.m. in the event that the employee is required to stay past 12 a.m., the employee will not be required to report for duty until 9 p.m. on the second night shift, there will be no banking of time under this clause. In addition, the **EMPLOYEE** shall be entitled to their normal compensation for attending court the next day. No call out/replacement of officers under this clause.

ARTICLE 10 - OVERTIME

10.01 Overtime Compensation

The **EMPLOYER** shall pay an overtime rate of one and one-half (1 1/2) times the regular hourly rate of pay for all hours worked in excess of an employee's regular shift.

10.02 Overtime

All work performed in excess of:

(a) Eight (8) hours in any day, for those employees working the eight (8) hour shift;
(b) Twelve (12) hours in any day for those employees working the twelve (12) hour shift;
(c) Forty (40) hours in any week for those employees working the eight (8) hour shift;
(d) The hours prescribed in Article 6 for those employee working the twelve (12) hour shift.

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

10.03 Compensation for Overtime on a Holiday

All overtime on the 24 hour calendar day that is the statutory holiday shall be paid at double the regular hourly rate.

ARTICLE 11 - VACATION LEAVE

11.01 Annual Vacation Entitlement

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

(a) All employees having commenced employment and having completed under five (5) years of service shall receive one hundred and twenty (120**)** hours of vacation leave;

(b) All employees having completed five (5) years of service and under six (6) years of service shall receive one hundred and twenty eight (128) hours of vacation leave;

(c) All employees having completed six (6) years of service and under seven (7) years of service shall receive one hundred and thirty six (136) hours of vacation leave;

(d) All employees having completed seven (7) years of service and under eight (8) years of service shall receive one hundred and forty four (144) hours of vacation leave;

(e) All employees having completed eight (8) years of service and under nine (9) years of service shall receive one hundred and fifty two (152) hours of vacation leave;

(f) All employees having completed nine (9) years of service and under fifteen (15) years of service shall receive one hundred and sixty (160) hours of vacation leave;

(g) All employees having completed fifteen (15) years of service and under twenty (20) years of service shall receive two hundred (200) hours of vacation leave;

(h) All employees having completed twenty (20) years of service shall receive two hundred and forty (240) hours of vacation leave.

11.02 For vacation entitlement purposes all employees will have a vacation date established as of January 1st of their year of hire.

11.03 Vacation Year
Vacation hours shall be added to the leave bank (Article 7) and shall be taken during the vacation year January to December.

11.04 Vacation Credits – Partial Year of Employment
Upon termination or commencement of employment an employee shall be entitled to vacation leave on a pro-rated basis for the calendar year in which the employment is terminated or commences.

11.05 Termination of Employment
Upon termination an employee shall receive vacation pay on a pro-rata basis.

11.06 Vacation Credits During Leaves of One (1) Month or Less
Employees on sick leave or other paid leaves of absence, or leaves of absence without pay of one (1) month or less shall continue to accumulate vacation and shall not be required to use vacation while entitled to sick leave.

11.07 Vacation Credits During Leaves
Employees shall not accumulate vacation during a leave of absence without pay in excess of one (1) month, suspension without pay (provided the employee is not reinstated) in excess of one (1) month, or any other unpaid leave of absence in excess of one (1) month. An employee on lay off shall not accumulate vacation from the date of lay off.

11.08 Vacation Credits While in Receipt of Worker's Compensation Benefits
An employee in receipt of Worker's Compensation for a period in excess of twelve (12) months shall cease to accumulate vacation benefits. Vacation accumulated during the twelve (12) months shall be credited to the employee's Leave Bank (Article 7) if the employee returns to works.

11.09 Vacation Carry Over due to Illness or Injury
Employees unable to use vacation from a previous year as a result of sickness or WCB shall be allowed to carry forward vacation after advising the divisional manager in the following manner:

- The prior year's vacation will be utilized to top up their entitlement to take vacation up to what would have been their normal entitlement in the current year;
- Any additional vacation over and above what is required to top up their vacation entitlement shall be taken in the first three months of the calendar year;
- The employees shall use this vacation at their option within the first three months of the calendar year without any negative impact on the two employees already allowed off on vacation.

11.10 Vacation Scheduling

Upon completion of the vacation schedule, the next senior/consecutive employee with remaining vacation entitlement, and who is willing to move their equivalent vacation pick shall be offered the next opportunity to select vacation in the event of a vacation cancellation or opening. Vacation callback Article 20 will only apply if scheduling of court occurs after vacation selection in accordance with this Article.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 Statutory Holidays

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

a) Christmas Day
b) Boxing Day
c) New Years Day
d) Heritage Day
e) Good Friday
f) Easter Monday
g) Victoria Day
h) Canada Day
i) Labour Day
j) Thanksgiving
k) Remembrance Day
l) First Monday in August
m) Davis Day

12.02 Additional Holidays

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

12.03 Statutory Holiday - Hours

The **EMPLOYER** shall grant each Employee 13 X 8 hour statutory holidays for a total of 104 hours each calendar year, in lieu of the holidays listed in 12.01.

12.04 Statutory Holidays – Election

Employees must choose by April 1st of each calendar year whether they wish to be paid for Statutory Holidays, or have time off, or a combination thereof. Time off shall be placed in the Employee's bank and be taken in accordance with the provisions of Article 7. Employees who take Statutory Holidays in advance and their employment is terminated shall be required to reimburse the **EMPLOYER** for any Statutory Holidays that have been paid but not earned. Employees who opt for pay shall be paid in April of each year.

12.05 Additional Compensation

Employees who work during the 24 hour calendar day of a holiday shall be entitled to an additional one half (1/2) time for hours worked. (i.e. An Employee who works 7 a.m. to 7 p.m. Christmas Day shall receive 8 hours under 12.03 and 6 hours under 12.05; an Employee who works 7 p.m. to midnight on Christmas Day shall receive 8 hours under 12.03 and 2 ½ hours under 12.05; an Employee who works 12.01 a.m. to 7 a.m. on Christmas Day shall receive 8 hours under 12.03 and 3 ½ hours under 12.05). The following seven statutory holidays Christmas Day, Boxing Day, New Years Day, Heritage Day, Good Friday, Easter, and Victoria Day may be taken off or money at the option of the employee. The balance of statutory holidays, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, 1st Monday in August and Davis Day shall be taken as time off through the employee's leave bank.

12.06 Statutory Holiday During Leave of One (1) Month or Less

Employees on sick leave or other paid leaves of absence or leaves of absence without pay of one (1) month or less shall continue to accumulate statutory holidays.

12.07 Statutory Holiday During Leave Without Pay in Excess of One (1) Month

Employees shall not accumulate statutory holidays during a leave of absence without pay in excess of one (1) month, suspension without pay (provided the employee is not reinstated) in excess of one (1) month, or any other unpaid leave of absence in excess of one (1) month. An employee on lay off shall not accumulate statutory holidays from the date of lay off.

12.08 Statutory Holiday Accumulation While in Receipt of Worker's Compensation Benefits

An employee in receipt of Workers' Compensation in excess of twelve (12) months shall cease to accumulate holiday benefits. Holidays accumulated during the twelve (12) months shall be credited to the employee's leave bank (Article 7) if the employee returns to work.

ARTICLE 13 - COMPASSIONATE LEAVE

13.01 Immediate Family

It is agreed that if a death occurs within the immediate family of the employee which includes father, mother, step mother, step father, brother, sister, wife, husband, same sex partner, son or daughter, grandfather, grandmother, stepchild/children compassionate leave shall provide the employee with five (5) consecutive calendar days absent from his place of employment commencing with the day following death.

13.02 Daughter-in-Law, Son-in-Law, Brother-in-Law, Sister-in-Law

Should a death occur among father-in-law, mother-in-law, daughter-in-law, son-in-law sister-in-law, brother-in-law, grandparents-in-law, compassionate leave shall provide the employee with three (3) consecutive calendar days commencing with the day following death.

13.03 Aunt, Uncle, Niece or Nephew

Should a death occur among an employee's aunt, uncle, niece or nephew, compassionate leave shall provide the employee with one (1) day to attend the funeral service.

13.04 Additional Leave
Additional leave may be granted at the discretion of the Chief of Police.

13.05 If an employee is scheduled to work on any of the absent days he shall be compensated as if he had been in the workplace. Compassionate leave shall not be paid if the employee was not scheduled to work.

13.06 An additional two (2) days shall be granted if the death occurs outside of Nova Scotia and the employee attends the funeral service.

13.07 If a death occurs as outlined in 13.01 during scheduled vacation, bereavement leave shall be substituted and vacation shall be rescheduled to a later date, subject to vacation availability. Selection will be based on remaining open vacation.

ARTICLE 14 – SICK LEAVE AND INCOME PROTECTION BENEFITS

GENERAL

14.01 Sick Leave Defined
Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled or because of an accident for which Workers' Compensation is not payable under the Workers' Compensation Act.

14.02 Sick Leave Plan
The **EMPLOYER** shall maintain a sick leave plan for all Employees. The Plan shall consist of an 85 day accumulation system which allows Employees to transfer into and receive income protection benefits in accordance with Article 14.14.

14.03 Sick Leave Compensation
An Employee that is absent from a scheduled shift on sick leave shall only be entitled to sick leave if they are not receiving pay for that day and providing that they have sufficient sick leave entitlement.

14.04 Reporting of Absence Due to Illness
An Employee that is absent from a scheduled shift on sick leave shall report their absence or have their absence reported to the supervisor on the first day of absence and not later than two (2) hours prior to the commencement of the night shift and not later than one (1) hour prior to the commencement of the day shift.

14.05 Subrogation
Where sickness or injury is caused by the fault or neglect of another party, the Employee acknowledges the right of the **EMPLOYER** to recover sick leave benefits paid to the Employee and agrees to notify the **EMPLOYER** of the cause of the sickness or injury within five (5) days of the date of the sickness or injury and agrees to cooperate with the **EMPLOYER** in its recovery of the sick leave benefits.

If the Employee makes a claim, suit or action against the third party and recovers damages for the cost of sick leave benefits, the Employee shall reimburse the **EMPLOYER** for the sick leave benefits paid to the Employee.

Should the **EMPLOYER** recover sick leave benefits, the time recovered shall, where applicable, be placed in the Employee's sick leave bank.

ELIGIBILITY

14.06 Sick Leave Eligibility

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

(a) For each absence not exceeding five (5) consecutive shifts, Schedule B – Sections A Application for Sick Leave must be completed by the Employee and submitted to the Employees non-union supervisor immediately following the Employee's return to work.

(b) For each absence exceeding five (5) consecutive shifts or after three (3) single occurrences the **EMPLOYER** may request the employee to have his/her physician complete Schedule B – Sections A, B, & and the Employee within five (5) calendar days of exceeding five (5) consecutive shifts or three (3) single occurrences Schedule B is to be submitted to the Employee's non-union supervisor within ten (10**)** calendar days from the first day of sick leave, except in special circumstances. In cases of prolonged absence on sick leave, a Schedule B – Sections A, B & C on the progress of the Employee is required to support such absence and continued payment of sick leave and benefits. Where a fee has been incurred for a physician's statement fifty percent (50%) of the cost will be reimbursed to the Employee upon submission of receipt (proof of payment). Forms requiring clarification will be handled by the **EMPLOYER'S** medical personnel.

(c) For each absence exceeding five (5) consecutive shifts or three (3) single occurrences the **EMPLOYER** shall have the right to arrange for a medical examination by the CBRM doctor. A certificate of illness from the CBRM doctor must be provided to continue sick leave payments, or for return to work if deemed necessary by the **EMPLOYER.** An Employee receiving sick leave benefits shall not be entitled to benefits if they decline to permit the **EMPLOYER'S** physician to make such examination (at the **EMPLOYER'S** expense) as may be necessary to ascertain the Employee's condition.

(d) Notwithstanding anything above, the **EMPLOYER** may require Schedule B – Sections A, B, & C for any absence if the **EMPLOYER** believes that an Employee is abusing the sick leave benefits or not receiving proper medical attention.

14.07 Sick Leave Investigation

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

14.08 Out of Province Approval During Sick Leave

Employees receiving sick leave benefits wishing to leave the Province shall obtain written approval of absence for a specified time and furnish satisfactory proof of eligibility to sick leave while absent, otherwise no benefits shall be paid for such period of absence. Approval shall not be unreasonably withheld.

14.09 Sick Leave – Prescribed Treatment

Employees receiving sick leave must follow the prescribed treatment regimen otherwise sick leave will be discontinued.

14.10 Ineligibility for Sick Leave Benefits

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

(a) Sickness caused directly or indirectly by an Employee's abuse of alcoholic beverages, stimulants, or drugs. The exclusion will be waived when the Employee is under medical treatment for alcoholism or drug abuse.

(b) Sickness or injury caused by criminal acts of the Employee.

(c) Where an Employee causes deliberate injury to self unless a result of mental disability.

14.11 Documents Required

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

ACCUMULATION AND TRANSFER

14.12 Benefits for Employees With Less than Five (5) years of Service

Employees who are not entitled to the Income Protection Benefit shall accumulate (12) hours of sick leave credits each month (144) hours per year. The maximum accumulation shall be (680) hours/85 days of sick leave credits. Employees with 5 years service as of signing of this Agreement shall transfer into Income Protection Benefit on signing of this Agreement

Employees with less than five (5) years service as of signing of this Agreement shall be required to accumulate sixty-three (63) sick days and 5 years service prior to transfer to the Income Protection Benefits.

14.13 Benefits for Employees With Minimum of Five (5) Years Service

Employees with a minimum of five (5) years of service shall transfer to the Income Protection Benefits:

(a) Based on their anniversary date and years of service (as of December 1st of the year of transferring) they shall be placed on the appropriate step of the Income Protection Benefits.

INCOME PROTECTION BENEFITS

14.14 Illness/Injury Benefit

Income Protection Benefits provide for continuation of salary for Employee for a period up to seventeen (17) weeks, based on a 40 hour week, if an Employee is absent from work by virtue of being sick or disabled or because of an accident for which Workers' Compensation is not payable under the Workers' Compensation Act and provided that documentation is filed according to this Collective Agreement. These benefits are available to Employees who were members of the Sydney Police Force on the 31st of July, 1995 and to those Employees who have transferred into the Income Protection Benefits in accordance with this agreement.

INCOME PROTECTION BENEFITS

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

14.15 Services as of December 1

Awards under the Income Protection Benefits shall be based on the Employee's service as of December 1st of the calendar year.

14.16 Recurring Disabilities

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

- after 30 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.

Income Protection Benefits shall be limited to a maximum of seventeen (17) weeks in any calendar year for any single illness. (This limiting provision does not apply to Employees who were members of the Sydney Police Force on July 31, 1995.)

MISCELLANEOUS

14.17 Long Term Disability Application

After seventeen (17) weeks of continuous sick leave, the Employee will be eligible to make application for Long Term Disability.

14.18 Notice of Return to Work

Employees on sick leave in excess of thirty (30) calendar days shall provide two (2) calendar days notice of return to work for each thirty (30) calendar days of sick leave. Maximum notice required will be thirty (30) calendar days notice of return to work. Nothing prevents the **EMPLOYER** from allowing the Employee to return to work earlier.

14.19 Illness During Vacation

Employees entitled to sick leave benefits prior to taking their vacation shall be entitled to defer their vacation which must be taken in accordance with the Article 7 – Leave Procedure and Bank of the Collective Agreement without bumping**.** Employees who have commenced vacation and become entitled to sick leave benefits shall not be entitled to defer their vacation.

ARTICLE 15 - UNION LEAVE

15.01 Police Conferences

Any employees who have been elected as delegates of the **UNION** shall be granted leave of absence with pay to attend two (2) police conferences annually subject to the approval of the **EMPLOYER**, such approval shall not unreasonably be withheld.

15.02 Union Meetings

The President and the Vice-Presidents of the **UNION** or any two (2) members authorized by the **UNION** shall be granted time off with pay to attend meetings dealing with matters pertaining to the **UNION**, subject to the approval of the **EMPLOYER**, such approval shall not be unreasonably withheld.

15.03 Leaves for Attendance at Joint Committee Meetings

In addition to leave under sub articles 15.01 and 15.02, the **EMPLOYER** shall further grant employees, who are members of the Management Labour Relations Committee, Negotiation Committee, Benefit Committee, EAP Committee, and Pension Plan Committee, leave with pay to attend such meeting with the **EMPLOYER** during working hours.

15.04 Discretionary Leave

The **EMPLOYER** has the discretion to grant a leave of absence with or without pay to any employee upon the request of the **UNION** or **NSGEU** for the purposes of union business.

15.05 Leave for Full-Time President

Leave of absence for the full-time President of the Union shall be granted in accordance with the following:

(a) An employee who declares his/her intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring his/her intention to seek the office of the President.

(b) An employee elected or appointed as President of the Union shall be given leave of absence without pay for the term(s) he/she is to serve.

(c) A leave of absence for a second (2^{nd}) and subsequent consecutive term(s) shall be granted in accordance with paragraph (a) and (b).

(d) For the purposes of paragraph (b) and (c), the leave of absence shall commence as determined by the Union, provided one month's notice is provided to the Employer.

(e) All benefits of the employee shall continue in effect while the employee is serving as President, and, for such purposes, the employee shall be deemed to be in the employ of the Employer subject to the approval of the benefits provider.

(f) Notwithstanding paragraphs (b) and (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.

(g) Upon expiration of his/her term of office, the employee shall be reinstated in the position he/she held immediately prior to the commencement of leave, or if the position no longer exists, to another position in accordance with this Agreement. Example: Constable returns to a constable's position. If re-training is required the Union will be responsible for the amount of gross salary and benefits while re-training to a maximum of ten (10) days.

(h) Notwithstanding paragraph (b) or any provision of this Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.

(i) The Union shall reimburse to the Employer the Employer's share of contributions for EI premiums, Canada Pension Plan, other pension and group insurance premiums made on behalf of the employee during the period of leave of absence.

15.06 Leave shall be granted to an employee who is elected to the position of CPA President.

ARTICLE 16 - POLITICAL LEAVE

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

16.02 The Employee shall continue to accumulate seniority while on political leave.

16.03 The Employee shall continue to accumulate service while on political leave.

ARTICLE 17 – MATERNITY LEAVE/PARENTAL LEAVE AND ADOPTION LEAVE

17.01 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 sixty-one (61) 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.

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

17.03 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.

17.04 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.

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

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

ARTICLE 18 - PROBATIONARY PERIOD

18.01 Probationary Period

Every new employee shall serve a twelve (12) month probationary period during which time they may be dismissed for non-disciplinary reasons without the **EMPLOYER** having to show just cause. For the first three (3) months, the new employee shall work with a coach officer or designate at all times. There may be a three (3) month probation extension if agreed to by the Employer and the Union. The **EMPLOYER** shall not dismiss probationary employees on a discriminatory basis contrary to Article 4.

18.02 Probation Period after Layoff

The probationary period is not recommenced after lay-off.

18.03 The employee's probationary period shall not continue during the layoff period, however in no case shall the probationary period extend beyond eighteen (18) months from the original date of hire.

ARTICLE 19 – LONG SERVICE AWARD

19.01 Long service award shall be paid during the first week of December of each year to all employees based on their service.

19.02 Employees shall receive long service award based on the number of years of service as of December 1 as follows:

Service	
After 9 years	$60 per year of service

For example: $1200 after 20 years of service.

ARTICLE 20 – VACATION CALL BACK

20.01 For the purpose of call back during vacation, the regular days off prior to, during or after vacation leave shall be considered as vacation call back and a member shall be entitled to the compensation in this Article.

20.02 Employees called back from vacation (including court call back) on the regular days off prior to vacation leave shall receive their call out (or Court Time) plus 1 shift in pay or time off (at the option of the employee) for each day or part of the day the employee is called back to work. Maximum payment of one (1) shift per day plus call out (or Court Time).

20.03 Employees called back from vacation (including court call back) during or after vacation leave shall receive two (2) shifts pay or time off (at the option of the employee) for each day or part of the day the employee is called back to work. There shall be no entitlement to call out (or court time). Maximum payment of two (2) shifts per day.

20.04 Employees must notify the Watch Commander or Designate as soon as they are aware that they must attend Court on vacation. Employees who fail to notify the Employer shall only be entitled to Court time and not to vacation call-back.

ARTICLE 21 - EMPLOYEE ASSISTANCE

21.01 Employee Assistance Program
The parties agree to establish and continue a confidential external EAP program for the benefit of employees.

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

21.03 Time Off to Attend EAP
If time off is required, it shall be sick time.

ARTICLE 22 - SENIORITY AND SERVICE

GENERAL

22.01 Seniority & Service
Seniority and **service** shall be calculated on the same basis for all employees.

22.02 Prior Collective Agreements
For the purpose of calculating **seniority** and **service** provisions of prior collective agreement(s) shall not apply.

22.03 Employer Defined
In this Article **EMPLOYER** means the Cape Breton Regional Municipality and the predecessor employers prior to amalgamation.

22.04 Seniority and Service Credits While on Leave With Pay or WCB Benefits
An employee on any leave with pay or WCB shall continue to accumulate his **seniority** and **service**.

22.05 Leave of Absence Without Pay
An employee on any leave of absence without pay in excess of thirty (30) days (except deferred leave Article 43.04 and Political Leave Article 26.02) or LTD shall continue to accumulate **seniority** and **service** for two (2) years.

22.06 Posting of Seniority and Service
Seniority and **service** shall be as stipulated in Schedule "D". An up to date list shall be sent to the **LOCAL EXECUTIVE** and **LOCAL** and posted electronically each January.

22.07 Accumulation of Seniority and Service While On Layoff
Employees shall continue to accumulate **seniority** and **service** while on lay off. (See Article 25.07)

SENIORITY

22.08 No Accumulation of Seniority
Time spent in management or outside a bargaining unit shall not count towards **seniority**.

22.09 Employer Training
Time spent in basic training at the Atlantic Police Academy shall not count towards **seniority**.

22.10 Employer Training
Training with the **EMPLOYER** (excluding APA, cadet on the job training) shall count towards **seniority.**

22.11 Full-Time Continuous Bargaining Unit Employment
Employees shall receive full **seniority** for full time continuous bargaining unit employment.

22.12 Calculation of Seniority and Service
Employees cannot receive more seniority than they have service.

22.13 Non-Bargaining Unit Promotion
Should an employee be required to leave the bargaining unit to take a promotion, he shall have the option of returning to the bargaining unit and maintaining his **seniority** within six (6) months of his promotion. There shall be no **seniority** for time spent in management.

22.14 Loss of Seniority
An employee shall only lose his seniority rights in the event:

a) He is discharged for just cause and is not reinstated;
b) He resigns;
c) He fails to return to employment within twenty one (21) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
d) He is laid off for a period of 2 years. (See Article 25.07)

22.15 Employees Hired After August 1, 1995
Employees hired after August 1, 1995 seniority shall be defined as the length of continuous employment from the date of appointment by the Chief of Police as a duly sworn police officer with the Cape Breton Regional Police Service.

22.16 Multiple Hirings
After August 1, 1995 in the event of multiple hirings, seniority shall be based on the order of appointment as determined by the Chief of Police.

22.17 Prior Municipality

If employees had the same seniority date with a prior municipality and there was an agreement in place as to which employees were senior. The seniority among those employees shall continue provided the employees continue to have the same seniority date.

SERVICE

22.18 Use of Service

Service shall be used for calculating monetary benefits.

22.19 Calculation of Service

Service shall be calculated from an employee's date of appointment by the Chief of Police or their last predecessor municipality without a break in service.

ARTICLE 23 - TRANSFERS

GENERAL

23.01 Definitions

The following definitions shall apply to this article:

a) Position means any position within the bargaining unit.

b) Transfer includes specialized section to division and division to specialized section.

c) Division means the three division Head Quarters of the Cape Breton Regional Police Service currently as follows:

- Central Division Head Quarters means the building located on Grand Lake Road;
- East Division Head Quarters means the building located on MacFadgen Road; and
- North Division Head Quarters means the building located on Purvis Street;

d) Specialized sections means units or positions other than the platoons.

23.02 New Positions or Vacancies

All new positions or vacancies inside the bargaining unit shall be electronically posted so that all members will have the opportunity to apply.

23.03 Qualification

Qualifications shall not be established in an arbitrary or discriminatory manner.

23.04 Steps in Transfer Process – Specialized Sections

Transfers shall take place annually in the 2nd week of January.

The following shall be the steps in the transfer process, which shall commence:

SPECIALIZED SECTIONS - ALL EMPLOYEES

STEP 1 The **EMPLOYER** shall identify those employees that the **EMPLOYER** will be transferring out of specialized sections. The **EMPLOYER** has the right to transfer out as part of this process.

STEP 2 The **EMPLOYER** shall identify those employees who want to transfer out of specialized sections. Employees have the right to transfer to platoon as part of this process.

STEP 3 An employee vacating a specialized section cannot transfer to another specialized section for a twenty-four (24) month period unless there are no qualified candidates.

STEP 4 The **EMPLOYER** shall post and fill the vacancies that will be created by Steps 1 and 2. Preference shall be given to officers with 5 or more years of service with the Cape Breton Regional Police Service. If no employee applies with 5 or more years of service than officers with less than 5 years of service will be considered.

STEP 5 Employees transferred from specialized sections shall be required to submit a "Request for Transfer: application in accordance with the procedure below.

23.05 Specialized Sections

(a) Canine

Maximum 2 dogs per handler. Minimum 7 years (in case dogs have medical issues or are injured and need to be replaced) in those cases a handler may get a third dog if it is within 7 years.

(b) Polygraph – 7 years

(c) Identification Section – 7 years

Specialized Sections

The **EMPLOYER** may require Employees to stay five (5) years in any of the following specialized sections:

(a) Training Sergeant
(b) Street Crime
(c) Major Crime
(d) Traffic Safety Unit
(e) Integrated Traffic
(f) CISNS Constable
(g) Domestic Violence

The **EMPLOYER** may require Employees to stay three (3) years in any of the following specialized sections:

(a) School Liaison
(b) GIS/Youth
(c) Records Sergeant
(d) Arson
(e) Mental Health Liaison
(f) CSEU
(g) Community Officer(s)

23.06 Platoon Assignments

Management assigns the platoon the employee will work on; the employee has the right to select the division of their choice.

STEP 1 – Management assigns the platoon the employee will work on before October 30th of each year for assignment for the following year.

STEP 2 – Beginning with the Sergeants (in order of seniority) the employee will be given their choice of division (once a divisions is filled the employee must select another division).

STEP 3 – Once the Sergeants' positions have been filled and posted the same process will be used to fill the constables' positions within the divisions (Once a division is filled the employee must select another division).

Divisional assignments will be completed and posted by November 15th.

23.07 Limitations

The following limitations shall apply:

(a) Sergeants – There shall be a minimum of four (4) sergeants in each patrol division.

PROMOTIONAL ROUTINE

23.08 Promotions

a) Promotions for the rank of sergeant shall be conducted in accordance with this Article.

b) Promotion means an increase in rank, i.e. from constable to sergeant.

23.09 Promotional Routine Competitions

A promotional routine shall be held when required.

23.10 Posting of Promotional Opportunities

The Chief of Police or designate shall notify by electronic email remind members that the promotional competition will commence with an examination to be held on a Sunday. Such notice to be posted six (6) weeks prior to the date of the examination. Members interested in competing in the promotional process are to notify the Chief of Police at least seven (7) days prior to the writing of the promotional exam.

23.11 Promotion Prohibition

No employee shall be qualified to participate in the promotional routine until he/she has complete nine (9) years' service as a police officer with the CBRPS. Applicants for promotion to Sergeant must hold the rank of constable.

23.12 Selection Board

A Selection Board shall be set up to oversee the promotional competition and finalize the promotional list for: promotion of Constables to Sergeants. Such Board to be comprised of: (a) Chief of Police or Deputy Chief of Police or designate; (b) A Chief of Police or designate of another police force designated by the Chief of Police; (c) Superintendent (d) An Inspector or a Staff Sergeant.

23.13 Selection Criteria

The Chairperson of the Selection Board shall be the Director of Human Resources or designate. The Chairperson of the Selection Board shall only have a vote in the event of a tie in this selection of the successful candidate. The Selection Board shall prepare the promotional list in accordance with the following criteria:

(a) Written examination on general application of law plus modern theory of management and leadership. This examination to be conducted on a Sunday and is to be a value of **45** points out of 100. Only candidates that achieve a pass mark of 70% on the examination will move forward in the promotional routine.

(b) Personal interview by the selection board to be conducted. Interview to be comprised of a combination of competency based and knowledge based questions. Value **40** points out of 100.

(c) Candidates who have attained a score of 70% or greater on the exam shall be given points for seniority. Candidates shall be given prorated points for seniority as of the exam date. The list begins with the senior employee getting **15** (i.e. If the senior candidate has 30 years, he shall receive **15** points an employee with 10 years shall receive **5** points). These points shall be added to the overall mark of each candidate.

(d) An overall score of 65% or greater is required to be considered for promotion.

23.14 Sergeant Vacancies

When a Sergeant vacancy occurs within the Cape Breton Regional Police Service, the **EMPLOYER** shall fill it from the first employee on the promotional list provided they meet the criteria of Article 23.13.

23.15 Performance Assessment

Assessment – Every employee shall be assessed by the CBRPS each year. The assessment shall be drafted by the Employee's supervisor and reviewed by the Staff Sergeant and Deputy Chief before it is finalized. An Employee who is not satisfied with his assessment may appeal his assessment to the Deputy Chief or Police or designate within 30 days of the assessment being completed by his/her supervisor.

23.16 Test Anonymity

Tests shall be conducted by number and not name.

23.17 Senior Employee

In the event of a tie, the senior employee shall be placed first on the promotional list.

23.18 No Prior Access to Exams

No employee shall have prior access to the exam questions or answers.

23.19 Employee Identification

Should any employee identify themselves, they shall be disqualified.

23.20 Posting of Examination Subjects

Examination subjects shall be posted in advance of the exam and candidates shall be provided with an approved study package to assist with preparation for the exam. Copies of the Criminal Code shall be made available during the exam.

23.21 Posting of Promotional List

The promotional list shall be provided to the President of NSGEU Local 1995, upon completion, in descending order, for all employees who have attained a score of 65% or greater. This list shall be in effect for one (1) year from the date of posting. Promotions shall occur from the list in descending order for one year from date of posting. Any officer may receive their final score and position on the list by contacting the Inspector in charge of promotional routines.

23.22 Trial Period

The successful applicant shall be placed on trial for a period of six (6) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

23.23 Bargaining Unit Protection

All ranks below Inspector shall be filled from within the bargaining unit. Inspectors shall be filled from within the Cape Breton Regional Police Service.

ARTICLE 24 - COURSES AND TRAINING

24.01 Courses

Courses include any courses or training but exclude one (1) day or less voluntary seminars.

24.02 Travel Time

Employees required to travel to and return from a course held outside the Cape Breton Regional Municipality on their days off, shall be provided with travel time (minimum of one shift).

24.03 Posting of Courses

All courses shall be posted at least fourteen (14) calendar days in advance, through electronic e-mail, for seven (7) calendar days, to afford all interested employees an opportunity to apply. The posting shall contain the following:

(a) Type of course (subject material to be covered):
(b) Date and duration of course;
(c) Location of the course;
(d) Prerequisite set by the institution running the course (qualifications).

24.04 Courses While on Accommodation

Any person whom is on accommodation has the right to apply for any training/courses or professional development.

24.05 Kilometrage & Expenses

Employees who are not provided with a vehicle and are required by a Manager to travel for courses shall be entitled to kilometrage and reasonable expenses, in accordance with the **EMPLOYER'S** policy.

24.06 Preference by Seniority

The **EMPLOYER** shall ensure that the senior applicants for courses are given serious consideration in awarding the course. If all factors are equal, the senior employee shall receive the course.

24.07 Requirement Upon Course Completion

Employees must be prepared to apply for and work in the field of the specialized course and/or utilize the course they have applied for. (Example: An employee who applies for an identification techniques course must be prepared to work in Ident.)

24.08 Limitations

Except in extremely special and unique circumstances, employees shall be limited to a maximum of two (2) courses per calendar year. Courses related to specialized teams (ERT/PSU/Marine Unit) shall not count.

24.09 Advanced Courses

All qualified employees shall be entitled to attend advanced courses as per Article 24.06. Employees must have the prerequisite set by the training institution before going on course.

24.10 Posting of Course if Less than 2 Weeks Notice

Notwithstanding, paragraph 24.03 and provided that a training course becomes available to the **EMPLOYER** with less than the two (2) week posting period, between the date the **EMPLOYER** becomes aware of the course availability and the start of the course, the **EMPLOYER** shall advise the **UNION** and attempt to post the course and may send an employee.

24.11 Course Selection

Management will select courses after conducting a requirement review and post for applicants during the year.

24.12 Course Attendance on Days Off

a) **Specialized Teams – ERT/PSU/Marine Unit:**

Employees assigned to and attending training pertaining to the specialty teams (ERT/PSU/Marine Unit) and who are on days off shall be compensated at time and one-half (1.5 x compensation) in time off only.

b) Regular Training/Courses:
Employees attending regular training or courses of four (4) days in duration or less and who are on days off shall be paid at the rate of straight time in money or time off at the option of the employee. Courses on vacation shall be covered under Article 20 – Vacation Call Back.

c) Regular Training/Courses five (5) Days or more in Duration:
Employees who have made application and who are approved to attend regular training or courses of five (5) days or more shall revert to a 40-hour work week and shall suffer no loss in pay and benefits. If scheduled to work, the employee shall receive two (2) days off, and immediately following the forty (40) hour work week.

24.13 Incidental Allowance
For courses that require an officer to reside away from his/her residence to attend a course, fifteen ($15.00) dollars per day incidental allowance, paid without receipts starting on the first day of the course.

24.14 Course of Eight (8) or More Days Duration
Employees who have made application to attend extended courses of 8 or more days shall execute a continued employment agreement (Schedule "C") with the **EMPLOYER.** Provided the employee executes the agreement, he shall be required to continue his employment as outlined below and should he terminate his employment, he shall reimburse the **EMPLOYER** for the cost of the course on a prorated basis.

Courses of more than eight (8) teaching days - 24 months
Identification techniques, polygraph, dog handler - 48 months.

24.15 Resignation by Employee
If the Employee terminates employment with the **EMPLOYER** prior to the completion of the course the total payment (as detailed in paragraph 1 of the *Continued Employment Agreement*) shall be paid to the **EMPLOYER** by the Employee.

24.16 Continued Employment Agreement
Should the **EMPLOYER** fail to have the employees sign a continued employment agreement prior to the course, the employee shall not be liable to continue his employment or reimburse the **EMPLOYER** for the cost of the course. An executed copy of the Schedule "C" Continued Employment Agreement shall be provided to the **Local Executive** and applicant.

ARTICLE 25 – LAY OFF, RECALLS AND SEVERANCE

25.01 Lay Off
In the event of a lay-off, employees shall be laid off in reverse order of their bargaining unit wide seniority.

25.02 Recall
Employees shall be recalled in the order of their seniority.

25.03 No New Employees Hired

No new employee shall be hired until those laid off have been given the opportunity of recall.

25.04 Lay Off Notice

The **EMPLOYER** shall notify the employees to be laid off as follows:

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

25.05 Pay In Lieu of Notice

Where the notice required by 25.04 is not given, the employee shall receive pay in lieu for the amount of notice to which the employee is entitled.

25.06 Probationary Employee

An employee's probationary period shall not continue during the layoff period, however, in no case shall the probationary period extend beyond the total time of eighteen (18) months.

25.07 Termination of Employment

An employee laid off for a period longer than two (2) consecutive years shall be deemed to be terminated.

25.08 Right to Original Position

Any employee replaced by a new employee shall return to his original position upon his return to work.

25.09 New Employees

The parties agree that the **EMPLOYER** may hire new employees on a full time basis for a minimum of five (5) calendar weeks only if employees on layoff decline recall.

25.10 Job Security

In addition to the notice and benefit provided in 25.04 and 25.05, if the CBRPS is disbanded, the **EMPLOYER** shall provide a severance package to employees who are not offered employment with the new police force as follows:

a) Less than ten (10) years of service two (2) weeks salary for each complete year of service

b) Over ten (10) years to fifteen (15) years of service three (3) weeks salary for each complete year of service

c) Over fifteen (15) years of service 12 months' salary

An employee who is offered and refuses a position with the new police force shall not be entitled to a severance package. The severance package shall not be payable until sixty (60) days after disbandment. Employees can give up their severance package for employment with CBRM.

25.11 Seniority & Service Accumulation

Employees shall accumulate seniority and service while on lay off.

ARTICLE 26 - WORKERS' COMPENSATION

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

26.02 The **EMPLOYER** and the **EMPLOYEE** shall continue their respective share of benefits for eighteen (18) months from the first day of absence after which the **EMPLOYEE** will be responsible for 100% of the premium cost if they wish to maintain group benefits.

26.03 The **EMPLOYER** and **EMPLOYEE** shall continue their respective contributions to the pension plan for the first eighteen (18) months of compensation. Contributions must be received from the **EMPLOYEE** in the calendar year in which this benefit is earned in order to receive the **EMPLOYERS** contribution.

Employees shall have the option of continuing to pay 100% of their pension after eighteen (18) months while on Workers' Compensation.

26.04 An employee in receipts of Workers' Compensation benefits for a period in excess of twelve (12) months shall cease to accumulate vacation. Vacation accumulated during the twelve (12) months shall be credited to the employee should they return to work.

26.05 An employee who is unable to work and who is receiving WCB will be deemed to be on day shift, scheduled Monday to Friday, 8 a.m. to 4 pm. and;

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

ARTICLE 27 - MANAGEMENT-LABOUR RELATIONS COMMITTEE

27.01 The **EMPLOYER** and the **UNION** agree to establish an MLR Committee. This Committee shall consist of a maximum of three (3) representatives from the **LOCAL** Executive plus a maximum of two (2) representatives from **NSGEU** and a maximum of three (3) representatives from the **EMPLOYER.**

27.02 The names of the persons appointed to this Committee shall be communicated to the other party within one (1) month after the signing of this Agreement.

27.03 A secretary shall be supplied by the **EMPLOYER** and shall be permitted to attend such meetings for the purpose of taking minutes. After the secretary has prepared the minutes, they shall be circulated to all members of the Committee and **NSGEU**.

27.04 This Committee shall have the authority to discuss all matters pertaining to the bargaining unit with the exception of disciplinary matters pertaining to the *Police Act.*

27.05 Terms of reference shall be established by the Committee and approved by both **UNION** and **EMPLOYER.**

Meetings of the Committee shall normally be convened a minimum of once every two (2) months at a date and time mutually agreeable to the respective members of the Committee.

ARTICLE 28 - STRIKE OR LOCKOUT

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

ARTICLE 29 - GRIEVANCE PROCEDURE

29.01 Interpretation, Application or Administration of Collective Agreement

Where a difference arises between the **EMPLOYER** and any employee covered by this agreement relating to interpretation, application or administration of this agreement, including any question as to whether matters are arbitral or where an allegation is made that this agreement has been violated, it shall be dealt with in accordance with the procedure outlined herein.

29.02 Grievance Committee

The **EMPLOYER** acknowledges the right of the **UNION** or **NSGEU** to appoint, elect or select a Grievance Committee (consisting of not more than four (4) members) to represent the employees. Such Committee shall consist of such members as the **UNION** or **NSGEU** deems necessary from the **UNION,** whose names shall be communicated to the **EMPLOYER** by the **UNION** after the signing of this agreement. Any changes in the membership of the Committee shall be communicated by the **UNION** to the **EMPLOYER.**

29.03 Committee Member Approval

Members of this Committee shall not leave their place of work during working hours to process a grievance except when permission has been granted by Management or the Person in charge of the Division such permission shall not be unreasonably withheld.

29.04 Step 1 – Grievance Committee

(a) The aggrieved employee shall raise the disputed issue with management before submitting a grievance to the grievance committee.

(b) The employee and the Inspector in Charge or designate of the division or unit the employee is assigned to will make every attempt to resolve the issue at this step. The Inspector or designate will meet with the employee and union representatives should the employee want to have union representation. After reviewing the facts the Inspector or designate will render and deliver a written decision to the member and the Deputy Chief within 10 days.

(c) The aggrieved employee shall submit the grievance in writing to the Grievance Committee. The grievance will not be carried forward without the approval of the grievance committee or **NSGEU.** An earnest effort shall be made to settle any grievances fairly and promptly.

29.05 Step 2 – Deputy Chief

(a) Failing satisfactory settlement, the grievance shall be submitted to the Deputy Chief within thirty (30) days of the time the incident, giving rise to the grievance, came to the attention of the grievor. The Deputy Chief shall meet with the grievor and **UNION** representatives. The Deputy Chief shall deliver his written decision to the **UNION** within five (5) days of receipt of the grievance.

(b) The **UNION** shall have the option of omitting this step if the alleged action originates above this level.

29.06 Step 3 – Chief of Police

Failing satisfactory settlement, the grievance shall be submitted to the Chief of Police within ten (10) days of failing satisfactory settlement or within thirty (30) days of the time the incident, giving rise to the grievance, came to the attention of the grievor. The Chief of Police shall meet with the grievor and **UNION** representatives. The Chief of Police shall deliver his written decision to the **UNION** within five (5) days of receipt of the grievance.

29.07 Step 4 - Mediation

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.

29.08 Step 5 - 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 nominees as Arbitrator. Within ten (10) working days, the other party shall respond in writing indicating the name and address of its nominees as Arbitrator. If the parties are unable to agree on an arbitrator the Minister of Environment and Labour for the Province shall be asked to appoint an arbitrator.

29.09 Single Arbitrator
The grievance shall be heard by a single arbitrator.

29.10 Arbitration Award
The Arbitrator shall not have the power to change, alter, amend or subtract from this agreement.

29.11 Timely Availability of Arbitrator
The **EMPLOYER** and **UNION** agree that in the event that any arbitrator, appointed under this agreement, refuses to act, is incapable of acting, neglects to act within the period of time allowed by this agreement, dies, or is removed by the court for misconduct, then the parties shall forthwith remove the arbitrator if he has not already been removed by the court and agree on a new arbitrator or have the Minister of Environment and Labour appoint an arbitrator.

29.12 Arbitration Expenses
Each party shall pay one-half (1/2) of the arbitrator's fees not paid by the Minister of Environment and Labour.

29.13 Relief Against Time Limits
The parties may mutually agree to extend time limits under this article.

29.14 The **EMPLOYER** agrees to give employees, who are working, time off with pay to attend arbitration hearings, if required. There shall be a limit of one (1) employee (who is not a witness) attending with pay to assist in the presentation of the **UNION** case.

29.15 The **UNION** may file group, individual or policy grievances or combinations thereof.

29.16 Replies to grievances stating reasons shall be in writing at all steps.

29.17 Decisions of the Arbitrator shall be final and binding upon both the **UNION** and the **EMPLOYER.**

ARTICLE 30 - LEGAL AID AND PROTECTION

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

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

30.03 Employee Indemnification

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

30.04 No Claim by Employer against Employee

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

30.05 Employer Obligation

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

30.06 Arrangements for Legal Representation

In the event that an employee requires a solicitor, arrangements shall be made through the **NSGEU'** solicitor and the **EMPLOYER**.

30.07 Civil Actions

Notwithstanding **30.01** civil actions shall be covered by the **EMPLOYER'S** insurance company or the **EMPLOYER** and the **EMPLOYER** shall only provide a solicitor to the employee if the insurance company or the **EMPLOYER** does not defend the civil action.

30.08 Solicitor's Hourly Rate

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

30.09 Extension of Time

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

30.10 Legal Fees

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

30.11 Solicitor Accounts

All solicitor accounts are subject to taxation.

30.12 Exception to Maximum Amount of Legal Fees

The Chief or his designate shall have the discretion to increase the maximum solicitor's account in clause **30.10** in cases that he deems extra time is necessary due to the complexity of the case.

30.13 Employee Refusal to Participate

Notwithstanding **30.10** if an employee concedes to the complaint, withdraws his defense or appeal or otherwise chooses not to participate in the Police Review Board hearing the **EMPLOYER** shall not be required to pay the employee's solicitor's account under phase 2.

30.14 Reasonable Legal Fees

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

30.15 Entitlement to Legal Fees

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

ARTICLE 31 – PENSION

31.01

a. "Effective the 1st day of February, 2018, all Employees of the Employer shall cease to be Members of the CBRM Pension Plan"
b. "Effective the 1st day of February, 2018, all Employees of the Employer shall participate in the PSSP as Members of the PSSP in accordance with the terms and conditions of that Plan, now in effect and however changed in the future"
c. "CBRM shall participate in the PSSP as an Employer of the Members of the bargaining unit in accordance with the terms and conditions of the PSSP now in effect and however changed in the future"
d. "The participation of Members of the Union in the PSSP shall be in accordance with the agreement in principle signed by the parties on the 22nd day of September, attached hereto as Appendix 'A'

"The participation of the Employees in the PSSP shall be subject to, and must be in accordance with, the Transfer Agreement signed between CBRM and the Public Service Superannuation Plan Trustee Incorporated, effective the 1st day of February, 2018.

ARTICLE 32 – GROUP INSURANCE

32.01

(a) The **EMPLOYER** shall provide a group insurance plan which shall include a medical plan, a dental plan, life insurance, accidental death and dismemberment and long term disability. All employees, as a condition of employment, shall become and remain members of the plan in accordance with the terms of the group benefit contract. The **EMPLOYER** shall pay 60% of the cost of the plan and the employee shall pay 40% upon mutual agreement to a new group insurance plan.

(b) CBRM agrees that no change shall be made to the benefit package currently provided to members of the bargaining unit without the mutual agreement of Local 1995 and CBRM.

(c) The current plan text will be removed from the Collective Agreement and the existing group insurance package and cost sharing arrangement shall remain in effect until a new group insurance package is mutually agreed.

(d) Parties agree to meet within 30 days of signing of the Collective Agreement to negotiate the group insurance plan.

32.02 Both parties recognizing that Group Employee Plans are expensive to the employee and **EMPLOYER** and that group experience may result in increased premiums being charged by the insurance carrier, agree there shall be no automatic renewal of the Group Benefit plans if premiums are increased by the Insurance Company. Before renewal at higher premium costs, the **EMPLOYER** shall sit down with the **UNION** with a view to restricting the overall cost of the plan.

ARTICLE 33 - STANDBY

33.01 When an Employee is required to make himself available for call out while off duty, they shall receive two hours at time and a half for each twelve (12) hour period or part of the twelve (12) hour period he is required to standby.

33.02 Four (4) members (one from MCU, GIS, IDENT & Traffic) for four (4) months (June 1st to September 30th). Eight (8) hours straight time for the duration of on call time. From 4 p.m. Friday to 8 a.m. Monday. Must be within jurisdiction of CBRPS.

ARTICLE 34 - ACTING RANK

34.01 Acting Rank

In the event that a Sergeant in charge of the Divisional Platoon is absent the senior constable on duty on the Platoon shall be assigned as Acting Sergeant. In the event that a second sergeant is assigned to the Divisional Platoon, the senior constable shall not be assigned as Acting Sergeant unless both sergeants are absent.

34.02 Acting Pay

The senior constable shall be paid the rate of the higher rank for each shift that he acts as Sergeant.

ARTICLE 35 - SALARIES AND BENEFITS

35.01 Rates of Pay

The **EMPLOYER** shall pay Employees the salaries and benefits as stipulated in Schedule "E".

35.02 Pay Period

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

35.03 Existing Classifications

Existing classifications shall not be eliminated without prior consultation with the **UNION**.

35.04 New Classification/Ranks

Should the **EMPLOYER** see fit to institute new ranks, they shall immediately negotiate salaries with the **UNION**.

35.05 Collective Agreement Amendments

All rights, benefits, privileges and working conditions which employees now enjoy receive or possess as employees of the **EMPLOYER** shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the **EMPLOYER** and the **UNION**.

35.06 Hourly Rate of Pay

The hourly rate for employees shall, for the purpose of calculating overtime and other benefits under this Collective Agreement, be determined by dividing the salary by 2080 hours.

ARTICLE 36 - CLOTHING AND EQUIPMENT

36.01 Clothing & Equipment

Employees shall be supplied with the clothing and equipment as provided for under the Police Act of Nova Scotia and outlined below.

36.02 Clothing Allowance – Permanent Assignment

The **EMPLOYER** shall reimburse Employees permanently assigned to work in plain clothes one thousand five hundred dollars ($1,500) for clothing and clothing maintenance. This allowance shall be paid in April.

36.03 Clothing Allowance – Temporary Assignment

The **EMPLOYER** shall reimburse employees temporarily assigned to work in plain clothes five dollars ($5.00) for each day worked in plain clothes for clothing and maintenance.

36.04 No Receipts Required

Allowances in 36.02 shall be for reimbursement but the employee shall not be required to provide receipts. Income tax shall not be deducted from these amounts.

36.05 Clothing and Equipment Committee

The **EMPLOYER** and the **UNION** shall establish a Clothing and Equipment Committee to discuss the quality and type of clothing and equipment.

36.06 Clothing and Equipment Allotment

One complete issue of all clothing and equipment shall be supplied to all new hires of the Bargaining Unit in accordance with the clothing listed in this article. Replacement will be from a central store on an as and when required basis with the following exceptions:

Any jackets, shoes and boots soiled, damaged or worn beyond repair shall be replaced upon return.

CLOTHING AND EQUIPMENT

Uniforms to be supplied to uniform officers only.

CLOTHING	**EQUIPMENT AS REQUIRED**
Shirts (new employees 4 shirts)	1 holster
Tie	9mm sig Sauer
Pants (new employees 3 pairs)	Required ammunition-45 rounds
Combat pants at the Employee's option	
Shoes or boots-health & safety approved	Closed flap double magazine holder
Turtle necks	Handcuffs & holder
Black sweater	Baton & holder
Garrison belt	Portable radio holder
Forage hat & badge	Rubber glove holder
Fur Hat	Belt keepers/with handcuff key
Gloves	Flashlight holder
Raincoat	Flashlight and batteries
Rain Hat Cover	Badge & identification holder
Traffic vest	Sam Brown
*Multi-season jacket (half style)	Suspenders
*Winter parka	Pair of gloves-health & safety approved
*Summer Jacket	Ballistic Vest
Toques	

** Only one jacket will be issued per year until such time as each officer has been supplied with three (3) jackets. These jackets will be replaced then "as required".*

ARTICLE 37 - SURVIVOR BENEFITS

37.01 Survivor's Benefits

In the event of death prior to retirement resulting from injury received by an employee during the course of his employment, the **EMPLOYER** shall pay the estate of the said Employee the equivalent of one (1) year's salary. The one (1) year's salary shall be calculated based on the basic annual salary as of the last day worked.

37.02 If an Officer dies as a result of injuries while carrying out his/her duties, the **EMPLOYER** shall pay the employee's designated pension plan beneficiary ten thousand dollars ($10,000) towards funeral costs.

ARTICLE 38 - OCCUPATIONAL HEALTH AND SAFETY

38.01 The **EMPLOYER** and **UNION** agree to formulate a committee to be known as the Occupational Health and Safety Committee. Such committee shall consist of 4 representatives selected by the **UNION** and 4 representatives of the **EMPLOYER**. Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act* and Regulations.

38.02 Committee members shall be paid time and one half (1 ½) on the days off for time worked, and shall have time off with pay during regular shifts for committee meetings and other duties.

ARTICLE 39 - PERSONNEL FILE AND PERFORMANCE REVIEW

39.01 Access to Personnel File
The **EMPLOYER** shall make the personnel file of any employee available to that employee for review upon their request.

39.02 Copies of Personnel File
The Employee shall be permitted to see their personnel file and make copies of anything contained therein (except references for hiring) on reasonable notice to the EMPLOYER**.** Upon written consent of an employee, his or her personnel file and medical information shall be forwarded to the NSGEU.

39.03 Performance Review
When a formal review of an employee's performance is made, the employee concerned shall sign (to indicate that it has been read) and be given an opportunity to discuss, sign and make written comments on the review form in question and the employee is to receive a signed copy.

ARTICLE 40 - ASSISTING OTHER POLICE AGENCIES

40.01 The **EMPLOYER** agrees when employees of the Cape Breton Regional Police Service are assisting other police agencies, outside the jurisdiction of the Cape Breton Regional Police Service, such employees shall be entitled to all benefits under this contract.

ARTICLE 41 - EXTRA DUTY EMPLOYMENT

41.01 Extra Duty Employment
Employees shall be permitted to perform extra duty employment in accordance with a policy developed by the parties.

41.02 Extra Duty Employment
Employees shall be paid the applicable overtime rate of pay, in accordance with Article 10, for Extra Duty Employment.

41.03 Minimum Pay
There shall be a minimum of four (4) hours paid for extra duty.

41.04 Collective Agreement Protection

Employees shall be covered under all provisions of the collective agreement including Legal Aid and Protection and Workers Compensation.

41.05 Pensionable Earnings

Pension shall not be payable on Extra Duty earnings.

41.06 Allocation of Extra Duty Shifts

An attempt shall be made to distribute extra duty shifts equally to all members who wish to perform such shifts within each division.

ARTICLE 42 - OFF DUTY EMPLOYMENT

42.01 Employees shall be permitted to perform off duty employment in accordance with a policy developed by the parties.

ARTICLE 43- DEFERRED SALARY LEAVE PLAN

43.01 Purpose

To afford all employees a one-time opportunity to have a one (1) year leave of absence, financed by the employee, the **EMPLOYER** agrees to the establishment of the Deferred Salary Leave Plan, subject to Revenue Canada guidelines.

43.02 Leave

Subject to Revenue Canada guidelines, each Employee participating in the plan shall be given the option of deferring salary over a period of one (1) to five (5) years.

43.03 Benefits

All contributions shall be made by the parties in accordance with the Collective Agreement during participation in the plan, including the year of leave, pension shall be based on the reduced salary. Group Insurance contributions shall be paid by the **EMPLOYER** in all years, except the year of deferred leave.

43.04 Service, Seniority & Pension

The year of leave will be counted as a year of service, a year of seniority and for pension benefits.

43.05 Approval, Withdrawal & Refund

(a) Approval

All Employees wishing to participate in the plan must have the approval of the Chief of Police. Written application must be made no later than six (6) months prior to the commencement of the plan, or at a later time with the agreement of the **EMPLOYER**.

(b) Withdrawal

Subject to Revenue Canada guidelines, any Employee wishing to cease his participation in the plan shall be permitted to do so at any time prior to sixty (60) days prior to the

commencement of the leave period, or at any time with the agreement of the Chief of Police.

(c) Refund of Deferred Salary

Subject to Revenue Canada guidelines, employees who cease participation in the plan shall within thirty (30) days receive all salary deferred during their participation in the plan from the **EMPLOYER.**

ARTICLE 44 - BENEFIT AND BINDING

This agreement and everything contained herein shall inure to the benefit of and be binding upon the parties hereto and their successors.

ARTICLE 45 - MILEAGE

45.01 Kilometrage

EMPLOYEES authorized by their immediate management supervisor to use their automobile for **EMPLOYER'S** business shall be reimbursed in accordance with the current CBRM travel policy.

ARTICLE 46 - DURATION AND TERMINATION

46.01 (a) This agreement shall be deemed to have come into force and effect on the 1st day of January, 2019, and shall continue in full force and effect until the 31st day of December, 2023 and thereafter from year to year unless either the EMPLOYER or UNION shall give notice to the other as hereinafter provided that it desires that this agreement shall be revised, modified, amended or terminated or that the terms and conditions of a new agreement be negotiated to replace this agreement.

(b) For the purposes of retroactivity, the only provisions of this Agreement which shall be applied retroactively shall be increases in salary and other provisions of this Agreement impacted by salary. For those employees who have left employment with the Employer since January 1, 2019, only those monies that would have been paid to them had they remained employed from January 1, 2019, until their date of termination will be paid to them. They shall have sixty (60) days after this Agreement is signed to claim such retroactive payments.

46.02 Such notices to be effective must be in writing and sent to the **EMPLOYER** or the **UNION** and **NSGEU.**

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

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:**_____
)
_____) **PER:**_____
)
)
WITNESS:) **THE NOVA SCOTIA GOVERNMENT**
) **AND GENERAL EMPLOYEES UNION**
)
_____) **PER:**_____
Jason MacLean, President
)
_____) **PER:**_____
Jim Gosse, NSGEU
)
) **PER:**_____
Adam Campbell
)
) **PER:**_____
Angus Boudreau
)
PER:_____
Darren MacDonald

PER:_____
Donald MacKay

PER:_____
Phillip O'Neill

SIGNED
This day of , 2019

SCHEDULE A – AGREEMENT IN PRINCIPLE

Appendix A

AGREEMENT IN PRINCIPLE

BETWEEN:

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

OF THE FIRST PART

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(hereinafter referred to as the "**Union**")

OF THE SECOND PART

WHEREAS CBRM and the Union (together the "**Parties**"), along with other bargaining agents representing members of the Cape Breton Regional Municipality Pension Plan (the "**CBRM Pension Plan**"), have been engaged in discussions regarding the enhancement of retirement options for both retired and active members of the CBRM Pension Plan;

AND WHEREAS with the passage of the *Municipal and Other Authorities Pension Plan Transfer Act*, SNS 2016, c. 19 (also known as Bill 55) (the "**Act**"), the CBRM and the Union have agreed to transfer the assets and liabilities related to the Union's members in the CBRM Pension Plan into the Public Service Superannuation Plan (the "**PSSP**") in accordance with the terms set out in this agreement (the "**Agreement in Principle**");

AND WHEREAS the Act requires an agreement regarding the transfer (the "**Transfer Agreement**") to be negotiated and entered into between the CBRM and the Trustee of the PSSP;

AND WHEREAS the Parties desire the transfer to be effective on September 1, 2017 or such other date as the Parties agree (the "**Transfer Date**");

AND WHEREAS the Act requires that, before entering into the Transfer Agreement, CBRM shall cause a vote of the transferring members of the CBRM Pension Plan be held, and that a majority of the members to whom the transfer is to apply who cast a vote support the proposed transfer;

AND WHEREAS the existing collective agreement between CBRM and the Union (the "**Collective Agreement**") requires participation of the Union's members in the CBRM Pension Plan;

AND WHEREAS provided the transfer occurs, an amendment to the Collective Agreement will be required to recognize the new pension arrangements;

AND WHEREAS the Parties wish to take such steps as are necessary to facilitate the transfer herein contemplated;

NOW, THEREFORE the Parties agree to the following:

1. Subject to the terms and conditions set out in this Agreement in Principle, the Union's members, along with all assets and liabilities associated with their participation in the CBRM Pension Plan, shall be transferred to the PSSP in accordance with the Transfer Agreement.

2. A guiding principle of the Transfer Agreement will be that the amount of pension accrued for each individual under the CBRM Pension Plan as at the Transfer Date will be fully protected in the PSSP.

3. The Transfer Agreement, which will be negotiated between CBRM and the Trustee of the PSSP, shall be acceptable to both Parties and, at a minimum, contain the following terms and conditions:

   (a) Pensionable service of active members of the CBRM Pension Plan as at the Transfer Date, adjusted as contemplated herein shall be transferred to the PSSP and benefits will be paid in the future from the PSSP under the terms and conditions of the PSSP;

   (b) Once transferred, should the pension payable from the PSSP (both in respect of the pension payable prior to age 65 and after age 65) at the date of a member's retirement, termination or death, in respect to the pensionable service transferred be less than the member's pension payable under the CBRM Pension Plan at the Transfer Date, the pension payable under the PSSP in respect of that transferred service will be increased to the amount that would have been payable under the CBRM Pension Plan in respect of that service;

   (c) Pensions in pay at the Transfer Date shall be paid from the PSSP in the same form and amount (eg. a joint and survivor 66.67% pension; or a 10 year guarantee) as payable under the CBRM Pension Plan, and each retired member shall be entitled to the same post-retirement indexing as other PSSP members after the Transfer Date;

   (d) On the Transfer Date, the accrued lifetime pension of each active member based on his or her service in the CBRM Plan shall be determined under the PSSP lifetime pension formula. If it is greater than the accrued lifetime pension determined on the same service under the CBRM pension formula, the pensionable service transferred to the PSSP for such a member shall be adjusted down such that the accrued lifetime pension under the PSSP formula equals the member's CBRM lifetime pension on the Transfer Date;

   (e) Commencing on the Transfer Date, service of all members will accrue under the PSSP.

   (f) In addition to any adjustments to service contemplated in subparagraph 3(d) above, in the event that the assets in the CBRM Pension Plan as at the Transfer Date are not sufficient to fund all members' benefits, a further adjustment to each member's pensionable service at the Transfer Date will be made so that the benefits being transferred are fully funded. Such adjustment shall be made in an equitable manner as determined by the CBRM Pension Plan's actuary. If after those further adjustments, the assets of the CBRM Pension Plan are still not sufficient to fully fund the benefits to be transferred, CBRM shall pay such additional amounts to the PSSP as are necessary to fully fund the benefits. This paragraph 3(f) does not in any way alter the effect of paragraph 3(b) above to fully protect the amount of pension accrued under the CBRM Pension Plan with respect to service in that plan at the Transfer Date.

   (g) Any service lost in accordance with subparagraph 3(d) or 3(f) herein can be purchased under the PSSP by the member at 100% of the cost;

(h) All service under the CBRM Pension Plan, regardless of any adjustment in accordance with subparagraph 3(d) or 3(f) herein, will count and be used to determine eligibility for any purpose (including for early retirement) under the PSSP.

(i) If the assets in the CBRM Pension Plan at the Transfer Date are more than sufficient to fund all members' benefits, such excess assets will be used to increase the benefits of the CBRM members on a *pro rata* basis as determined by the actuary of the CBRM Pension Plan, subject to any limitation under the *Income Tax Act* (Canada).

4. Until the Transfer Date, CBRM shall continue to contribute to the CBRM Pension Plan in accordance with the requirements of that plan. Subsequent to the Transfer Date, CBRM shall participate in and contribute to the PSSP in accordance with the requirements of the PSSP.

5. This Agreement in Principle is conditional upon approval by the Union's members who are affected by the transfer. Those members shall, as required by the Act, be provided an opportunity to vote on the transfer of their pensions to the PSSP prior to the Transfer Agreement being entered into by the CBRM. Provided a majority of those members voting vote in favour of the transfer, this condition shall be met.

6. It is anticipated that the vote contemplated in paragraph 5 above will be structured in such a way as to also constitute a ratification vote by the affected members of the amendments to the Collective Agreement necessitated by the change in pension arrangements. Subject to such ratification vote, the Collective Agreement shall, effective upon the Transfer Date, be amended to replace Article 31 with the following provisions:

31.01 All employees shall participate in the Nova Scotia Public Service Superannuation Plan;

31.02 The EMPLOYER shall participate and contribute to the Public Service Superannuation Plan in accordance with its terms;

31.03 the participation of the employees in the Public Service Superannuation Plan is subject to and must be in accordance with the Agreement in Principle between the Union and CBRM dated _____, which is attached as Schedule "A" to this Collective Agreement, forms part hereof, and is enforceable in accordance with the terms hereof; and

further, the participation of the employees in the Public Service Superannuation Plan is subject to and must be in accordance with the terms of the Transfer Agreement dated _____, which is attached as Schedule "B" to this Collective Agreement, forms part hereof, and is enforceable in accordance with the terms hereof.

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

THE CAPE BRETON REGIONAL MUNICIPALITY

SIGNED:

This 22 day of September 2017

Per: _____
Title Pension Administrator

Per: _____
Title

[NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION]

SIGNED:

This 20 day of September 2017

Per: _____ JOHN MACLEAN
Title President

Per: _____
Title Employee Relations

SCHEDULE B - Application for Sick Leave & Income Protection Benefit & Return to Work Authorization

Instructions:

It is the employee's responsibility to have this form completed and every reasonable effort should be made to have this returned to his/her non-union supervisor in a sealed envelope marked "Medical Report" on return to work or as requested.

Section B, question 2 or 3 must state your exact return to work date.

If there is change in your ability to perform your normal job, it is important to have Section B, question completed and give it to your non-union supervisor within 10 calendar days of first day of sick leave.

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

SECTION A: *TO BE COMPLETED BY EMPLOYEE*

NAME_____**EMPLOYEE NO.**_____

JOB TITLE_____**DEPT.**_____

WORK LOCATION_____**SUPERVISOR'S NAME**_____

DATE OF 1ST DAY ABSENT_____

NATURE OF ILLNESS_____

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

EMPLOYEE'S SIGNATURE_____DATE_____

SECTION B: TO BE COMPLETED BY ATTENDING PHYSICIAN

THIS EMPLOYEE HAS BEEN ABSENT FROM WORK AND UNDER MY CARE FROM _____ TO_____

HE/SHE MAY RETURN TO WORK ON_____WITH NO RESTRICTIONS

HE/SHE MAY RETURN TO MODIFIED WORK ON_____UNTIL_____WITH

THE FOLLOWING RESTRICTIONS_____

_____

SECTION C: ***TO BE COMPLETED BY ATTENDING PHYSICIAN*** **CONFIDENTIAL**

NATURE OF ILLNESS_____

_____

DATE OF ONSET_____**DATE OF FIRST EXAMINATION**_____

☐ **OFF THE JOB INJURY** ☐ **ILLNESS**

PRESENT TREATMENT_____

_____

DATE HOSPITALIZED **DAY**_____**MONTH**_____**YEAR**_____

IF REFERRED, TO WHOM_____**DATE**_____

PROGNOSIS OR ADDITIONAL COMMENTS_____

_____

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

_____

PHYSICIAN'S SIGNATURE_____

NAME AND ADDRESS OF PHYSICIAN (please print)_____

_____

PHYSICIAN'S SIGNATURE_____

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

SCHEDULE "C" - CONTINUING EMPLOYMENT

THIS AGREEMENT is made this day of , 201 .

BETWEEN:

THE CAPE BRETON REGIONAL POLICE SERVICE

a n d -

_____
The applicant

It is agreed between the parties as follows:

1. The Cape Breton Regional Police Service will pay:

$_____ towards course/program fees

$_____ towards travel expenses

$_____ towards salary

$_____ TOTAL

For attendance at _____

from _____, 20___ to _____, 20___.

2. In return, the employee shall continue employment for:

* Courses of more than 10 teaching days 24 months
* Identification Techniques, Polygraph, Dog Course 48 months

3. If the employee terminates employment with the **EMPLOYER** prior to the completion of the course, the cost incurred shall be paid back to the **EMPLOYER** by the Employee.

4. Should the employee not provide the full months of employment, the total will be pro-rated based on months of service completed as per paragraph 2 above and the balance paid back to the **EMPLOYER** by the employee.

The parties agree that any money owing to the Municipality under the terms of this agreement can be deducted from the last pay which the employee is entitled to receive from the **EMPLOYER**. If insufficient funds are available from the Employee's final pay, an invoice will be issued to the employee for the outstanding sum.

SIGNED, SEALED AND DELIVERED in the presence of:	)	**THE CAPE BRETON REGIONAL MUNICIPALITY**
_____	)	_____
WITNESS	)	**CAO**
_____	)	_____
WITNESS	)	**Chief of Police**
_____	)	_____
WITNESS	)	**APPLICANT**

NOTE: Executed copy to be provided to the applicant and the Union.

SCHEDULE "D" – SENIORITY AND SERVICE LISTS
June 2019

Omitted for Privacy Purposes

SCHEDULE E - Wages

	01-Jan-18		01-Jan-19	01-Jan-20	01-Jan-21	01-Jan-22	01-Jan-23
Constable							
0-1 yr. service	$49,056.52		$50,282.94	$51,540.01	$52,828.51	$54,149.22	$55,502.95
1-2 yr. service	$56,063.90		$57,465.49	$58,902.13	$60,374.68	$61,884.05	$63,431.15
2-3 yr. service	$66,576.60		$68,241.01	$69,947.04	$71,695.71	$73,488.11	$75,325.31
3-4 yr. service	$70,080.27		$71,832.27	$73,628.08	$75,468.78	$77,355.50	$79,289.39
% Increase	**2.50%**		**2.50%**	**2.50%**	**2.50%**	**2.50%**	**2.50%**
4+yr. service	$86,123.81		$88,276.91	$90,483.83	$92,745.92	$95,064.57	$97,441.19
Sergeant 111% of top Constable							
Sgt./ Staff Sgt	$94,735.53		$97,987.37	$100,437.05	$102,947.98	$105,521.67	$108,159.72