

COLLECTIVE AGREEMENT

BETWEEN:

THE HALIFAX REGIONAL MUNICIPALITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 4814

THE CROSSWALK GUARDS

APRIL 1, 2013 – MARCH 31, 2017

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COLLECTIVE AGREEMENT

BETWEEN:

THE HALIFAX REGIONAL MUNICIPALITY,
(hereinafter referred to as the “MUNICIPALITY”)

(hereinafter collectively referred to as the “EMPLOYER”)

AND

THE CROSSWALK GUARDS, UNION, LOCAL 4814,
chartered by the Canadian Union of Public Employees,
and affiliated with the Canadian Labour Congress, and
hereinafter referred to as the “UNION”.

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

ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment including rates of pay, hours of work as well as provisions for final settlement of differences between the Parties relating to the interpretation, application or administration of this Collective Agreement, or where either Party alleges that the agreement has been violated.

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 EMPLOYEE means a Regular Part Time Crosswalk Guard who occupies a regular position with the MUNICIPALITY.
- 2.02 Spare Crosswalk Guard is one who works on a day to day basis as required and is not in the bargaining unit. All articles of this agreement do not apply to spare crosswalk guards, except that they receive the hourly rate for the classification.

- 2.03 A work day is three and one half (3 1/2) hours or two (2) hours.[2013]
- 2.04 School Year shall mean the first day of school in September to the last school day in June of each year.
- 2.05 The EMPLOYER shall mean the Halifax Regional Municipality.
- 2.06 The UNION shall mean the Canadian Union of Public Employees Local 4814.
- 2.07 HRM shall mean the Halifax Regional Municipality.
- 2.08 For the purpose of this agreement feminine includes the masculine and singular denotes the plural, where such interpretation is required.
- 2.09 A VACANCY is a position left empty through the resignation, retirement or termination of an EMPLOYEE.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The UNION acknowledges that subject to terms of this agreement, it is the exclusive function of the EMPLOYER to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, suspend, discharge, direct, transfer, promote, demote and layoff EMPLOYEES or otherwise discipline any EMPLOYEE covered by this agreement;
 - (c) operate and manage its business in all respects in accordance with its commitments and responsibilities.
- 3.02 The EMPLOYER shall possess and exercise all rights and functions, powers, privileges and authority with regard to the management and operation of the organization except as such are limited by the terms of this agreement.

ARTICLE 4 - RECOGNITION AND NEGOTIATION

- 4.01 The EMPLOYER recognizes the Canadian Union of Public Employees Local 4814 as the sole and exclusive collective bargaining agent for all EMPLOYEES excluding those persons excluded by paragraph (a) and (b) of subsection (2) of Section 2 of the Nova Scotia Trade Union Act as per the Labour Relations Board of Nova Scotia Certification Order #LRB-6113 and excluding Spare Crossing Guards. [2013]
- 4.02 No EMPLOYEE shall be required or permitted to make any written or verbal agreement with the EMPLOYER or her representatives that may conflict with the terms of this agreement.

- 4.03 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 purpose of instruction, experimenting or in emergencies when EMPLOYEES are not available and provided that the act of performance in the aforementioned operations in itself does not reduce the regular hours of work or pay of any EMPLOYEE.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The EMPLOYER agrees that there shall be no discrimination by reason of race, national, ethnic or aboriginal origin, colour, religion, creed, age, sex, family status, marital status, source of income, physical or mental disability, sexual orientation, or political belief, affiliation, or activity consistent with the Human Rights Act of Nova Scotia. The requirement of Bona Fide Occupational Qualifications does not constitute discrimination.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

- 6.01 All crosswalk guards, as a condition of continuing employment, shall become and remain members in good standing of the UNION according to the constitution and by-laws of the UNION. All future EMPLOYEES, as a condition of continuing employment, shall become and remain members in good standing of the UNION upon commencement of employment with the EMPLOYER.
- 6.02 The EMPLOYER shall deduct from EMPLOYEES covered by the agreement any weekly dues, initiations, or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by her to the UNION.
- 6.03 Deductions shall be made from the payroll and shall be forwarded to the National Treasurer of the UNION not later than the 15th day of the month following, accompanied by a list of all EMPLOYEES from whose wages the deductions have been made denoting the amount deducted and the normal gross earnings of the EMPLOYEE in that period.
- 6.04 The EMPLOYER shall advise each new EMPLOYEE of the names of shop stewards and executive members which shall be provided by the UNION and a copy of the current agreement shall be provided to each new EMPLOYEE by the EMPLOYER.
- 6.05 The Union agrees to indemnify and save the EMPLOYER harmless against any claim or liability arising out of an error committed by the EMPLOYER relating to the deduction of dues.

ARTICLE 7 - PROBATIONARY EMPLOYEES

- 7.01.1 All new EMPLOYEES shall be classified as probationary EMPLOYEES for a period of four hundred (400) hours worked as a crosswalk guard. A probationary EMPLOYEE may be discharged at the sole lawful discretion of and for any lawful reason satisfactory to the EMPLOYER.
- 7.02 After completion of the probationary period, seniority shall be effective from the date of the EMPLOYEE'S appointment to a regular part time position.

ARTICLE 8 – SENIORITY

- 8.01.1 Seniority of EMPLOYEES in the bargaining unit shall be defined as the length of continuous service commencing with the most recent date of hire of an EMPLOYEE in the employ of the EMPLOYER and shall be used in determining preference for layoffs and recalls.
- 8.02 In January of each year the EMPLOYER shall email or provide a hard copy of the seniority list to the President and/or Secretary of the Union.
- 8.03 All active EMPLOYEES as of the date of the signing of this agreement who have identical seniority shall have their seniority determined by a draw. This draw shall be conducted by the Employer and two representatives of the Union. Where two or more employees commence work on the same day, seniority shall be determined by a draw in the same fashion. [2013]
- 8.04 An EMPLOYEE shall only lose seniority and be deemed to be terminated in the event that:
- 1) She resigns or;
 - 2) She is discharged for just cause and is not reinstated or;
 - 3) She fails to return to work within seven (7) days following a recall from layoff. The EMPLOYEE shall be responsible for keeping the EMPLOYER informed of her current address and phone number or;
 - 4) Is laid off for a period longer than twelve (12) months. An EMPLOYEE laid off for a period longer than twelve (12) months shall be deemed to be terminated.

ARTICLE 9 – STAFF CHANGES

- 9.01 When a regular vacancy occurs within the bargaining unit, or a new position is created the EMPLOYER shall post the position for a period of seven (7) calendar days. The Union shall be notified either by email or by hard copy of all job postings. [2013]

- 9.02 The posting shall contain the following information: nature of position, location, hours of work and skills and ability required.
- 9.03 Appointments shall be made of the applicant with the greatest seniority having the required skills and ability.
- 9.04 The UNION and any affected EMPLOYEES shall be notified either by email or by hard copy of all appointments, hirings, transfers, layoffs, recalls, leaves of absence and terminations of employment within seven (7) calendar days. [2013]
- 9.05 In the event that a crosswalk location closes, the affected Employee(s) will be given the opportunity to transfer to a vacant position or new position of his or her choice before the position is posted. In the event there is no vacant or new position, the affected Employee(s) will bump the least senior employee(s) in the bargaining unit. [New 2013]

ARTICLE 10 - LAY-OFFS AND RECALL

- 10.01 Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a lay-off, EMPLOYEES shall be laid off in the reverse order of their seniority. EMPLOYEES shall be recalled according to seniority.
- 10.02 An EMPLOYEE about to be laid off shall have the option to bump the most junior EMPLOYEE. [2013]
- 10.03 No new EMPLOYEE shall be hired until those laid off have been given the opportunity of recall.
- 10.04 The EMPLOYER shall notify EMPLOYEES to be laid off ten (10) working days before the layoff is to be effective.
- 10.05 Where the notice in Article 10.04 is not given, the EMPLOYEE shall receive pay in lieu of the amount of notice to which she is entitled.
- 10.06 Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.

ARTICLE 11 - HOURS OF WORK

- 11.01 (a) The normal hours of work for Regular Part Time Crosswalk Guards shall be three and one half (3 1/2) hours per day, seventeen and one half (17 1/2) hours per week (Shift Pattern 1) or two (2) hours per day, ten (10) hours per week (Shift Pattern 2). [2013]
- 11.02 Provided the EMPLOYEE is otherwise available for work, if school is cancelled by the Halifax Regional School Board for storm days and professional

development days, EMPLOYEES shall be paid their regular pay for that storm day or professional development day. [2013]

11.03 It is the sole responsibility of the EMPLOYER to schedule the hours of work for Regular Part Time Crosswalk Guards as long as it does not contravene the express requirements of this contract. It is agreed that the regular hours of work are three and one half (3 1/2) hours per day, seventeen and one half (17 1/2) hours per week (Shift Pattern 1) or two (2) hours per day, ten (10) hours per week (Shift Pattern 2) excluding those EMPLOYEES identified in Memorandum #1 and Memorandum # 2. [2013]

11.04 The hours of work shall be defined as:

Shift Pattern 1:

- Shift 1 – 1 hour in the morning
- Shift 2 – 45 minutes before lunch
- Shift 3 – 45 minutes after lunch
- Shift 4 – 1 hour in the afternoon

Shift Pattern 2:

- Shift 1- 1 hour in the morning
- Shift 2- 1 hour in the afternoon [2013]

ARTICLE 12 – VACATION PAY

12.01 EMPLOYEES shall be entitled to up to fifteen (15) paid vacation days, per ten (10) month period subject to:

(a) Vacation shall be taken during Christmas Break and March Break. Any balance of vacation shall be paid at the start of the following school year;

(b) New EMPLOYEES who start work after the beginning of the school year shall be pro-rated for the first year of employment.

ARTICLE 13 - STATUTORY HOLIDAYS

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

- New Years Day
- Good Friday
- Easter Monday
- Victoria Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

ARTICLE 14 - ATTENDANCE BONUS

14.01 An attendance bonus shall be paid during the last week of September of the following school year, and every year thereafter based on the previous year's attendance as follows:

0 days missed \$300
 Maximum of two shifts missed \$250
 1 day missed \$175
 2 days missed \$125
 3 days missed \$75 [2013]

14.02 EMPLOYEES commencing or terminating employment during the school year shall be entitled to the attendance bonus on a pro-rated basis.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 In order to provide an orderly and speedy procedure for the settlement of grievances, the EMPLOYER acknowledges the right of the UNION to appoint a Grievance Committee whose duties shall be to assist any EMPLOYEE which the Union represents in preparing and in presenting her grievance in accordance with the Grievance Procedure. [2013]

15.02 Definition of a Grievance

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

15.03 Settling of Grievances

An earnest effort shall be made to settle any grievances fairly and promptly. An EMPLOYEE may have a Union representative present at any grievance meetings with the EMPLOYER. [2013]

All grievances shall be dealt with as follows:

Step 1 The aggrieved EMPLOYEE(s) shall first discuss the grievance with the Manager of Crossing Guards or designate within five (5) working days of the discovery of the occurrence or the event giving rise to the grievance. The Manager of Crossing Guards or designate shall give his answer in writing within five (5) working days to the UNION. [2013]

Step 2 Should the answer given by the Manager of Crossing Guards or designate not be acceptable to the grievor(s), the grievance shall be submitted to the UNION within five (5) working days of the answer in Step 1. If the UNION Committee considers the grievance to be justified, the UNION shall submit in writing the matter to the OIC Supt. responsible for Crossing Guards or designate within five (5) working days and he shall attempt to settle the matter immediately. A decision will be rendered in writing within ten (10) working days. [2013]

NOTE: For the purpose of this provision, working days do not include Saturdays, Sundays or Statutory Holidays. [2013]

15.04 When a dispute involving a question of general application or interpretation occurs, either the Union or the Employer may file a grievance at Step 2 of the grievance procedure within twenty (20) working days of the date of the alleged violation of the agreement. [New 2013]

15.05 **Time Limits**

Time limits expressed in this article may be extended by mutual consent between the UNION and the EMPLOYER. [renumbered 2013]

15.06 **Arbitration**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the party of the Agreement.
- (b) The EMPLOYER and the UNION shall agree on a single arbitrator within ten (10) days of the notice of intention to proceed to arbitration, unless either party exercises the option in Article 15.06 (e).
- (c) If the parties are unable to agree on an arbitrator within ten (10) days, either party may apply to the Minister of Labour of Nova Scotia to appoint an arbitrator.
- (d) Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision which he shall do within one (1) month.
- (e) The EMPLOYER or the UNION may opt for a three-person arbitration board. This option must be indicated in the notice of intention to proceed to arbitration, along with a nominee to serve on the arbitration board.
- (f) Within three (3) weeks after receiving such notice, the other party shall advise the party giving notice the name of their nominee to serve on the board.
- (g) Within one (1) week of giving the notice in (f), the two nominees shall select a third person to act as Chair. Should such chair not be appointed within five (5)

working days, or should the appointees be unable to agree on a Chairperson, then either one may apply to the Minister of Labour of Nova Scotia to appoint a Chair.

(h) Expenses of the Board

Each Party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One half (1/2) of the fees and expenses of the Chairperson. [renumbered 2013]

15.07 Power of the Board

The decision of the arbitrator, or Board, as the case may be shall be final and binding upon the EMPLOYER and the UNION, provided however that the arbitrator shall not have the power to alter, add to, delete from, modify or amend the terms of the Agreement. [renumbered 2013]

15.08 Decisions of the Board

The decisions of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. Notwithstanding the foregoing the parties retain the right to appeal the decision. [renumbered 2013]

ARTICLE 16 - LABOUR MANAGEMENT RELATIONS

- 16.01 No individual EMPLOYEE or group of EMPLOYEES shall undertake to represent the UNION at meetings with the EMPLOYER without proper authorization of the UNION. In order that this may be carried out, the UNION will supply the EMPLOYER with the names of the officers.
- 16.02 The EMPLOYER and the UNION agree to establish a Labour Management Committee. This Committee shall consist of a maximum of three (3) representatives from the UNION plus a maximum of three (3) representatives from the EMPLOYER. [2013]
- 16.03 The names of persons appointed to this committee shall be communicated to the other party within one (1) month of the signing of this agreement.
- 16.04 The Committee shall not have the jurisdiction over wages, or any other matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other Committee of the UNION or the EMPLOYER and does not have the power to bind the UNION, its members or the EMPLOYER to any decision or conclusions reached at their discussions. The Committee shall have the power to make recommendations to the UNION and the EMPLOYER with respect to its discussions and conclusions.

- 16.05 The Committee shall meet at least once every three months or on the request of either party at a date and time mutually agreeable. Employees shall suffer no loss in regular earnings while attending meetings of the Committee. [2013]
- 16.06 A Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the EMPLOYER as appointees of the EMPLOYER, and consist of not more than four (4) representatives of the UNION as appointees of the UNION. The UNION will advise the EMPLOYER of the UNION nominees to the Committee. The committee shall suffer no loss of earnings while attending meetings of the committee.
- 16.07 The UNION shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the EMPLOYER subject to EMPLOYER'S agreement and operational requirements. Such representatives shall have access to the EMPLOYER's premises in order to investigate and assist in the settlement of a grievance, time to be set with the OIC Supt. of Administration or designate.
- 16.08 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the OIC Supt of Administration or designate and the President and Secretary of the Union. This correspondence may be sent by email or hard copy as requested.
- 16.09 Any four (4) EMPLOYEES who have been elected as accredited delegates of the UNION shall be granted leave of absence without loss of pay or seniority to attend not more than two (2) conventions or conferences annually. [2013]
- 16.10 The President and Secretary of the UNION or any two (2) members authorized by the UNION, shall be granted time off without loss of pay to attend meetings dealing with matters pertaining to the UNION subject to the approval of the EMPLOYER and such approval shall not be unreasonably withheld.
- 16.11 The EMPLOYER agrees that any EMPLOYEE covered by this agreement who is required to attend conciliation, processing of grievances, arbitration or mediation proceedings on behalf of the UNION shall be granted a leave of absence with pay to attend such UNION business if it occurs during normal working hours.

ARTICLE 17- LEAVE OF ABSENCE

- 17.01 An EMPLOYEE may be granted a leave of absence without pay and without loss of seniority for up to one year. EMPLOYEES requesting a leave of absence shall complete a form provided by the EMPLOYER. The EMPLOYER will balance the request of the EMPLOYEE with operational requirements, and will not unreasonably deny a request for unpaid leave.
- 17.02 No more than five (5) EMPLOYEES shall be off on an unpaid leave of absence at the same time.

ARTICLE 18 – MATERNITY AND PARENTAL LEAVE

- 18.01 The EMPLOYER shall provide a leave of absence without pay and without loss of seniority for up to seventeen (17) weeks for maternity and up to thirty-five (35) weeks leave of absence without pay and without loss of seniority for parental or adoption leave. Where a leave of absence is requested for maternity leave and parental leave, the leaves of absence shall be taken consecutively.
- 18.02 The EMPLOYEE shall provide the OIC Superintendent of Shared Services with four (4) weeks notice prior to the beginning of the maternity/parental leave or adoption leave.

ARTICLE 19 – BEREAVEMENT LEAVE

- 19.01 If a death occurs in the immediate family of an EMPLOYEE bereavement leave shall not start until the day following the death of that person.
- 19.02 If a death occurs within the immediate family of the EMPLOYEE, which includes grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, uncle or aunt, paid bereavement leave shall provide the EMPLOYEE with three (3) consecutive calendar days absent from her place of employment. [2013]
- 19.03 If a death occurs of the EMPLOYEE’S spouse, parent, guardian, brother, sister, child, or a child under their care, paid bereavement leave shall provide the EMPLOYEE with five (5) consecutive calendar days absent from her place of employment. [2013]
- 19.04 Where a funeral or similar event is held at a later time than during the period for which bereavement leave would occur pursuant to Articles 19.02 and 19.03, an EMPLOYEE may choose to delay some or all of her/his leave so as to be able to attend. [New 2013]

ARTICLE 20 - COURT LEAVE

- 20.01 (a) Leave of absence with pay shall be given to every EMPLOYEE, other than an EMPLOYEE on leave of absence without pay or on suspension, who is required:
- i. to serve on a jury; or
 - ii. by subpoena or summons to attend as a witness in any proceedings held; or
 - iii.
 1. in or under authority of a court; or
 2. before an adjudicator or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter

arising from a dispute between the parties to this Collective Agreement; or

3. before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.

(b) An EMPLOYEE given a leave of absence with pay to serve on a jury pursuant to article 20.01(a)(i) shall have deducted from his/her salary an amount equal to the amount that the EMPLOYEE receives for such jury duty.

- 20.02 An EMPLOYEE who is required to attend court in the evening as a witness to an incident she observed while at work as a Crosswalk Guard shall be reimbursed at the regular rate of pay for a minimum of one (1) hour.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

- 21.01 The Employer, the Employees and the Union will comply with and abide by the provisions of the *Occupational Health and Safety Act* of Nova Scotia and its *Regulations*. A Joint Occupational Health and Safety Committee (JOHSC) shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of two Employer representatives and two Employee representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the *Act* and shall be entitled to all rights and privileges accorded to the Committee and to the individual members by the *Act*. [2013]
- 21.02 Joint Occupational Health and Safety Committee members shall have time off with pay during regular hours of work for committee meetings and other duties. Additional hours worked in excess of the normal scheduled hours shall be paid at the applicable rate. [2013]
- 21.03 Joint Occupational Health and Safety Committee members who apply for and who are approved to attend Occupational Health and Safety Training Programs shall be entitled to time off work with no loss of earnings or seniority. [2013]
- 21.04 No EMPLOYEE shall be required to work as a Crosswalk Guard until she has received training and instruction. The EMPLOYEE shall be paid for her training day following her first working day as a Crosswalk Guard.

ARTICLE 22 - CLOTHING

- 22.01 The EMPLOYER shall provide clothing and equipment as detailed below, as and when required unless it is determined solely by the EMPLOYER that the EMPLOYEE has damaged, abused or lost the clothing and or equipment. Damaged or worn clothing shall be returned for replacement.

1 Fluorescent Vest

22.02 EMPLOYEES shall wear issued clothing and have issued equipment with them during working hours.

22.03 All EMPLOYEES shall receive an annual clothing allowance of \$175. All new EMPLOYEES shall receive \$100 of this clothing allowance on their first pay, and will receive the additional \$75 of the clothing allowance upon successful completion of the probationary period. If a new EMPLOYEE does not successfully complete the probationary period, the \$100 of clothing allowance shall be deducted from her last pay cheque. [2013]

ARTICLE 23 - MUTUAL AGREED CHANGES

23.01 Changes to this contract may be effected by mutual agreement of the parties hereto.

ARTICLE 24 - PAYMENT OF WAGES

24.01 The EMPLOYER shall pay wages in accordance with schedule A.

24.02 EMPLOYEES shall be paid bi-weekly by direct deposit.

ARTICLE 25 – CONTRACTING OUT

25.01 In order to provide job security for the members of the bargaining unit, the EMPLOYER agrees to provide the UNION with reasons and with a minimum of six (6) months notice prior to contracting out work or services performed by members of the bargaining unit if such contracting out will cause the lay off or termination of regular, permanent EMPLOYEES.

ARTICLE 26 - NO STRIKE OR LOCK OUT

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

ARTICLE 27 – WORKERS COMPENSATION

27.01 All EMPLOYEES covered by this agreement shall be covered by The Nova Scotia Workers' Compensation Act.

27.02 Vacation shall be calculated on a pro-rated basis.

ARTICLE 28 – DISCHARGE & SUSPENSION

- 28.01 An EMPLOYEE who has completed her probationary period may be dismissed for just cause.
- 28.02 Where the EMPLOYER schedules a meeting to discipline or discharge an EMPLOYEE, she may have a shop steward present.
- 28.03 The record of an EMPLOYEE shall not be used against her at any time after twenty-four (24) months of active attendance at work following a suspension or disciplinary action, provided no additional letters of reprimand or adverse reports are written within the twenty-four (24) month period for the same or a similar offence.

ARTICLE 29 - DURATION AND RENEWAL

- 29.01 This contract shall be binding on the Parties and shall remain in effect from April 1, 2013 to March 31, 2017 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within a period of sixty (60) days preceding the expiry date of this agreement that it desires to negotiate a new collective agreement. Notice will be given in writing and served in the following manner: [2013]
- (a) If given by the EMPLOYER, it must be served by personal service or registered mail, upon the President or the Secretary of the UNION.
- (b) If given by the UNION, it must be served by personal service or registered mail upon the Director of Human Resources of the Halifax Regional Municipality. [2013]
- (c) When either party provides notice, or on an otherwise mutually agreeable date, collective bargaining shall commence pursuant to the provisions of the Trade Union Act (Nova Scotia).

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: |) | HALIFAX REGIONAL MUNICIPALITY |
| |) | |
| |) | |
| _____ |) | Per:_____ |
| |) | Mayor |
| |) | |
| _____ |) | Per:_____ |
| |) | Municipal Clerk |
| |) | |
| |) | |
| |) | THE CANADIAN UNION OF PUBLIC |
| |) | EMPLOYEES LOCAL 4814 |
| |) | |
| _____ |) | Per:_____ |
| |) | |
| _____ |) | Per:_____ |

Signed:

This _____ day of _____ 2014.

| Schedule "A" | Hourly Rate |
|-------------------------------|--------------------|
| April 1, 2013- March 31, 2014 | \$11.66 (2.5%) |
| April 1, 2014- March 31, 2015 | \$12.01 (3%) |
| April 1, 2015- March 31, 2016 | \$12.37 (3%) |
| April 1, 2016- March 31, 2017 | \$12.74 (3%) |

[2013]

Memorandum of Understanding # 1

The parties agree as follows: The EMPLOYEES listed in the table below shall be entitled to the hours of work per day as per the following table for as long as they are assigned to these specific locations.

| Name | Hours | Location |
|----------------------|--------------|-------------------------------|
| Scammell, William | 4.5 | Basinview Dr/ Church Court |
| Auclair, Linda | 4.5 | Langbrae/ Redfern |
| Melancon, Herve | 4.5 | Langbrae/ Linear Park |

[2013]

Memorandum of Understanding # 2

The parties agree as follows: The EMPLOYEES listed in the table below shall work five (5) hours per day and they shall be scheduled and assigned work at the EMPLOYER'S discretion in order to meet operational requirements. This Memorandum of Understanding is valid only as long as these EMPLOYEES are working under this arrangement.

| Name | Hours |
|----------------|--------------|
| Rousson, Wendy | 5 |
| White, David | 5 |
| Zwicker, Debbi | 5 |
| Loftus, Wayne | 5 |

[2013]

LETTER OF UNDERSTANDING

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4814

1. Prior to June 30, 2014, and June 30 annually thereafter, the Employer will review each crosswalk location to identify which employees currently working a 3.5 hour work day (Shift Pattern 1 as outlined in Article 11.04) that are assigned to crosswalk locations that only requires a 2 hour work day (Shift Pattern 2 as outlined in Article 11.04).
2. The Employer will provide the Union and the CUPE National Representative assigned to Local 4814 a report based on the crosswalk location review by August 1, 2014, and August 1 annually thereafter.
3. All Regular Part-Time Crossing Guards, with the exception of those employees named in MOU #1 & MOU #2, employed as of the date of union ratification (January 16, 2014) of this 2013-2017 collective agreement will continue to work hours as set out in Shift Pattern 1 of Article 11.04 (3.5 hours), until they are no longer an Employee or they choose to move into a Shift Pattern 2 (2 hours) position. For clarity, no Regular Part-Time Crossing Guard employed as of the date of union ratification (January 16, 2014) will have his/her hours of work reduced due to lunch period requirements for the duration of this collective agreement.
4. In the event of the closure of a crosswalk location affecting an employee described in #3 above, Article 9.05 will apply, however the employee will retain hours of work as outlined in Shift Pattern 1 of Article 11.04.
5. Following the ratification of the 2013-2017 collective agreement, as crosswalk locations are vacated, the following will occur:
 - a) The Employer will assess the need to fill the vacant position based upon the service requirements.
 - b) If there is a need to fill the position, the Employer will determine whether the crosswalk location requires coverage as set out in Shift Pattern 1 or Shift Pattern 2 as outlined in Article 11.04.
 - c) If the crosswalk location requires coverage as set out in Shift Pattern 2, the Employer will post the vacant position in accordance with Article 9.01.

- d) If the crosswalk location requires coverage as set out in Shift Pattern 1, the Employer will:
- Review the geographic area that the crosswalk location falls within
 - Determine whether there are any crosswalk locations within that geographic area that are staffed with an employee working hours as per Shift Pattern 1 that should be staffed with an employee working hours as per Shift Pattern 2.
 - If no, the Employer will post the position as a position requiring the hours set out in Shift Pattern 1;
 - If yes, the Employer will first seek volunteers from within the identified group to move to the vacant position to work hours as per Shift Pattern 1.
 - If there are no volunteers within the identified group, the least senior employee of the identified group will be moved to the vacant position.
 - If there is a need to fill the resulting vacancy, it will be posted and filled as per Shift Pattern 2.
- e) For the purpose of this 5(d) above, geographic location refers to the group of elementary schools that feed into one common junior high school.
[New 2013]