

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE HALIFAX REGIONAL MUNICIPALITY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local 4814**

**THE CROSSWALK GUARDS**

**APRIL 1, 2020 – MARCH 31, 2025**

# INDEX

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
<b>ARTICLE 2 - DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 4 - RECOGNITION AND NEGOTIATION.....</b>	<b>2</b>
<b>ARTICLE 5 - NO DISCRIMINATION .....</b>	<b>3</b>
<b>ARTICLE 6 - UNION SECURITY AND CHECK-OFF .....</b>	<b>3</b>
<b>ARTICLE 7 - PROBATIONARY EMPLOYEES .....</b>	<b>4</b>
<b>ARTICLE 8 - SENIORITY .....</b>	<b>5</b>
<b>ARTICLE 9 - STAFF CHANGES.....</b>	<b>5</b>
<b>ARTICLE 10 - LAYOFFS AND RECALL .....</b>	<b>6</b>
<b>ARTICLE 11 - HOURS OF WORK.....</b>	<b>7</b>
<b>ARTICLE 12 - VACATION PAY .....</b>	<b>8</b>
<b>ARTICLE 13 - STATUTORY HOLIDAYS.....</b>	<b>8</b>
<b>ARTICLE 14 - SICK LEAVE.....</b>	<b>9</b>
<b>ARTICLE 15 - GRIEVANCE PROCEDURE .....</b>	<b>9</b>
<b>ARTICLE 16 - LABOUR MANAGEMENT RELATIONS .....</b>	<b>11</b>
<b>ARTICLE 17- LEAVE OF ABSENCE .....</b>	<b>12</b>
<b>ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE.....</b>	<b>14</b>
<b>ARTICLE 19 – BEREAVEMENT LEAVE .....</b>	<b>14</b>
<b>ARTICLE 20 - COURT LEAVE .....</b>	<b>15</b>
<b>ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>15</b>
<b>ARTICLE 22 - CLOTHING .....</b>	<b>16</b>
<b>ARTICLE 23 - MUTUAL AGREED CHANGES.....</b>	<b>16</b>
<b>ARTICLE 24 - PAYMENT OF WAGES .....</b>	<b>17</b>
<b>ARTICLE 25 - CONTRACTING OUT.....</b>	<b>17</b>
<b>ARTICLE 26 - NO STRIKE OR LOCK OUT.....</b>	<b>17</b>
<b>ARTICLE 27 - WORKERS COMPENSATION .....</b>	<b>17</b>
<b>ARTICLE 28 - DISCHARGE &amp; SUSPENSION.....</b>	<b>17</b>
<b>ARTICLE 29 - DURATION AND RENEWAL .....</b>	<b>18</b>
<b>SCHEDULE “A” .....</b>	<b>20</b>
<b>HOURLY RATE .....</b>	<b>20</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>21</b>

**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 (3½) hours or two (2) hours.

- 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 A Vacancy is a position left empty through the resignation, retirement or termination of an Employee. The requirement to fill the position is at the sole discretion of the employer.

### **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 paragraphs (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.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their 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, gender identity, gender expression 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.
- 5.02 The Employer and the Union recognize their accommodation responsibilities under the laws of Nova Scotia including the Nova Scotia Human Rights Act. Where an Employee is unable to perform their job duties due to a disability or another protected ground under the Nova Scotia Human Rights Act, and where the employee has requested an accommodation, the Employer will endeavor to accommodate the employee, so long as that employee is actively participating in the accommodation process.

#### **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 bylaws 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 bylaws, and owing by them 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 15<sup>th</sup> 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 (a) During the interview process, the Employer will advise potential employees that a Union collective agreement is in effect.
- (b) 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.

- (c) When the Employer hosts an orientation session prior to the start of the school year, the Union will be permitted thirty (30) minutes to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.
- (d) The Union shall be notified of the full name, position and start date of all employees hired into the bargaining unit prior to their first day of employment.
- 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.
- 6.06 The Employer will provide to the Union a list of all employees in the bargaining unit twice per school year. The list will include each employee's name, home mailing address, telephone number, email address, the crosswalk location the employee has most recently occupied and whether an employee is on a leave of absence. The provision of this information to the Union is subject to municipal privacy legislation. At the beginning of the school year, the Employer will also provide the Union with a list of crosswalk times associated with each school that has crosswalks staffed by HRM Crosswalk Guards.
- 6.07 The Union shall be permitted to leave a binder, and have access to that binder, at the front counter in the three police stations, (Dartmouth (Burnside), Bedford (Fire Station) and Halifax (Gottingen Street), for the purposes of posting materials related to Union business. The binder will be accessible to members of the bargaining unit during the weekday hours of operation at the front counter of each of the three police stations. The names of all bargaining unit members will be included in each binder and members will need to show a piece of photo identification in order to gain access to the binder.

## **ARTICLE 7 - PROBATIONARY EMPLOYEES**

- 7.01 All new employees shall be classified as probationary employees for a period of five (5) months worked as a crossing guard. Should an employee move from a position of spare crosswalk guard to a position of full-time crosswalk guard, all time worked will count toward the probationary period. A probationary employee may be discharged at the sole lawful discretion of and for any lawful reason satisfactory to the Employer. A probationary employee discharged during this period shall have recourse to the grievance process. Such challenge shall be limited to determining if such decision to discharge was arbitrary, discriminatory or in bad faith.
- 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 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 (2) representatives of the Union. Where two (2) or more employees commence work on the same day, seniority shall be determined by a draw in the same fashion.
- 8.04 An employee shall only lose seniority and be deemed to be terminated in the event that:
- 1) They resign or;
  - 2) They are discharged for just cause and are not reinstated or;
  - 3) They fail to return to work within seven (7) days following a recall from layoff. The employee shall be responsible for keeping the Employer informed of their current address and phone number or;
  - 4) They are 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 or;
  - 5) They are absent from work in excess of three (3) consecutive working days without notifying the Employer and without just cause. The employee shall be reinstated, without loss of seniority, if they establish to the satisfaction of the Employer that their absence arose from a cause beyond their control and that it was not possible for the employee to notify the Employer of the absence at the time it occurred.

## **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.
- 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.
- 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, a new position of their choice before the position is posted or bump the least senior employee in the geographic location of their current work area. In the event there is no vacant position, no new position, or a less senior member within the geographic location, the affected employee(s) will bump the least senior employee(s) in the bargaining unit. For the purpose of this clause, geographic location refers to the group of elementary schools that feed into one common junior high.
- 9.06 Prior to any affected employees being notified of a crosswalk closing, the Employer will meet and inform Local Representatives of the information outlined below. This information will be provided as early as reasonably possible.

Any specific information disclosed shall be treated as confidential by both parties.

The Employer will advise the Local Representative of:

- i) The area/crosswalk affected;
- ii) The number of employees to be potentially laid off and/or displaced;
- iii) The Employer's determination of the least senior employee(s) within the geographical location and the least senior employee within the bargaining unit;
- iv) All existing or pending vacancies in the bargaining unit.

The Employer will consult with the bargaining unit representative of the Labour Management Committee regarding ways to minimize the adverse effect of the employee(s) to be displaced.

## **ARTICLE 10 - LAYOFFS AND RECALL**

- 10.01 Both parties recognize that job security shall increase in proportion to length of service, therefore, in the event of a layoff, 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.
- 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 they are entitled.
- 10.06 Recall rights shall lapse if the layoff lasts for more than twelve (12) consecutive months without recall.
- 10.07 Upon recall, employees shall submit the results of a criminal record check or related background checks as required by the Employer. The Employer will bear the cost of these checks.

## **ARTICLE 11 - HOURS OF WORK**

- 11.01 The normal hours of work for Regular Part-Time Crosswalk Guards shall be three and one half (3½) hours per day, seventeen and one half (17½) hours per week (Shift Pattern 1) or two (2) hours per day, ten (10) hours per week (Shift Pattern 2).
- 11.02 Provided the employee is otherwise available for work, if school is cancelled by the Halifax Regional Centre for Education for storm days and professional development days, employees shall be paid their regular pay for that storm day or professional development day. The Employer may opt to conduct a maximum of one (1) day of training, per employee, on days that schools are cancelled due to professional development days. Employees will be given at least thirty (30) days' notice if they are required to attend training on one (1) of those days. Time spent in this training will be considered regular hours of work and will not exceed an employee's regular hours of work as outlined in Article 11.03.
- 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 Agreement. It is agreed that the regular hours of work are three and one half (3½) hours per day, seventeen and one half (17½) hours per week (Shift Pattern 1) or two (2) hours per day, ten (10) hours per week (Shift Pattern 2).
- 11.04 Up to three (3) crosswalk guards, one (1) per geographic region, may be required to 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. These positions will be filled in accordance with Article 9 – Staff Changes.
- 11.05 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

**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, with the exception of one (1) vacation day which may be used by the employee during the school year, subject to Employer approval which will not be unreasonably denied. Employees will request the vacation day with as much notice as. The Employee shall have the opportunity to split this vacation day into no more than two (2) parts.

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

(c) Vacation will be pro-rated in the event an employee is laid off, resigns or is terminated before the end of the ten (10) month period. For clarity, this does not apply to employees who are laid off in June in accordance with the end of the school year. Employees will not be required to repay vacation that has already been taken.

**ARTICLE 13 - STATUTORY HOLIDAYS**

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

- New Year's Day
- Heritage Day
- Good Friday
- Easter Monday
- Victoria Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

And any other day appointed by the Government of Canada, Government of Nova Scotia or the Halifax Regional Municipality as a general or legal holiday.

#### **ARTICLE 14 - SICK LEAVE**

- 14.01 Each active employee shall be entitled to a maximum of three (3) days of paid sick leave per school year. Sick leave may be used when, through sickness, the employee is unable to perform their work for the Employer.
- 14.02 Each day of paid sick leave shall be the equivalent of an employee's regular hours of work.
- 14.03 Sick leave shall be pro-rated for employees who are hired after the start of the school year and for employees who resign, are terminated, or who take a leave of absence under Article 17.
- 14.04 Unused sick leave will not be paid out if unused, nor does this leave accumulate or carry forward to a future year.

#### **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 their grievance in accordance with the Grievance Procedure.

##### **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.

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, or knowledge thereof, giving rise to the grievance. The Manager of Crossing Guards or designate shall give their answer in writing within five (5) working days to the Union.

**Step 2** Should the answer given by the Manager of Crossing Guards or designate in Step 1 not be acceptable to the grievor(s), the grievance shall be submitted by the employee to the Union within five (5) working days of the answer in Step 1. If the Union considers the grievance to be justified, the Union shall submit in writing the grievance to the OIC Superintendent responsible for Crossing Guards or designate within five (5) working days of the manager or designate's Step 1 reply and they shall attempt to settle the matter. A decision will be rendered in writing within ten (10) working days.

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

15.04 (a) Where the Union believes that an employee has been wrongfully terminated, the Union may proceed directly to Step 2 of the grievance process. The grievance must be submitted within five (5) working days of the termination.

(b) 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, or knowledge thereof.

#### 15.05 **Proper Procedure**

(a) "Knowledge Thereof" in this Article 15 means the date on which the grievor(s), employee(s), Union or Employer was informed of or became aware of the event which gave rise to the grievance.

(b) No matter may be submitted to arbitration, which has not been properly carried through the grievance procedures, except that the parties, by mutual written consent, may extend the time limit fixed in both the grievance and arbitration procedures.

(c) At every stage of the grievance procedure at which the Employer is required to reply in writing, the Employer shall reply to the Union President. The parties agree that responses may be sent by electronic mail or facsimile transmission where such is available to both parties.

(d) Should either party fail to respond to a grievance at any step within the timelines provided by the Agreement, the grievance shall be considered advanced to the next step of the grievance process.

#### 15.06 **Time Limits**

Time limits expressed in this article may be extended by mutual consent between the Union and the Employer.

#### 15.07 **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.
- (c) If the parties are unable to agree on an arbitrator within ten (10) days, either party may apply to the Minister of Labour and Advanced Education 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 they shall do within one (1) month.

#### **15.08 Power of the Arbitrator**

The decision of the arbitrator 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.

### **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.
- 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 (3) 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.

- 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 Superintendent 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 Superintendent 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.
- 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 (1) 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.
- 17.03 Domestic Violence Leave
- (a) An Employee who has been employed by the Employer for at least three (3) months and is experiencing domestic violence may be entitled to a combination of

paid and unpaid leave in accordance with Section 60 of the Nova Scotia Labour Standards Code, as amended from time to time.

(b) The employee will notify the Employer as soon as possible of their intent to take domestic violence leave and will complete the form provided by the Labour Standards Division of Nova Scotia.

(c) An Employee who has been employed by the Employer for less than three (3) months shall still be entitled to the provisions of 17.04 (a) and (b), except that the leave shall be unpaid and shall be classified as a leave of absence.

#### 17.04 Compassionate Care Leave

(a) In accordance with the Nova Scotia Labour Standards Code, which may be amended from time to time, an employee who has been employed by HRM for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks to provide care or support to a family member of the employee if a legally qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (i) the day the certificate is issued; or
- (ii) where the leave was begun before the certificate was issued, the day the leave was begun.

(b) For the purposes of this article, "family member" shall be defined as:

- (i) the spouse of the employee;
- (ii) a child of the employee or a child of the employee's spouse;
- (iii) a parent of the employee;
- (iv) the spouse of a parent of the employee; or,
- (v) any other person defined as "family member" by regulations made pursuant to the Labour Standards Code.

(c) The leave of absence referred to in Article 17.04 (a) may only be taken during the period from the week in which the certificate is issued and ending when the family member dies or fifty-two weeks from when the certificate is issued.

(d) A leave of absence under this Section may only be taken in periods of not less than one week's duration.

(e) Where requested in writing by the employer, the employee must provide the employer with a copy of the certificate referred to in Article 17.04(a).

(f) An employee shall advise an employer as soon as possible of any intention to take a leave of absence under this Article.

**ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE**

- 18.01 The Employer shall provide a leave of absence without pay and without loss of seniority for up sixteen (16) weeks for pregnancy leave and up to sixty-one (61) weeks leave of absence without pay and without loss of seniority for parental leave. Where a leave of absence is requested for pregnancy leave and parental leave, the leaves of absence shall be taken consecutively. If an employee is taking parental leave, but not pregnancy leave, they will be entitled to take up to seventy-seven (77) weeks of unpaid leave which must be taken within eighteen (18) months of the birth of the child or children or the child or children first arriving in the employee's home. For clarity, parental leave includes leave for an employee who becomes a parent through adoption or any other means as defined by Section 59 of the Labour Standards Code of Nova Scotia.
- 18.02 At the employee's request, pregnancy leave shall commence up to sixteen (16) weeks before the anticipated due date. The employee shall provide their Supervisor with four (4) weeks' notice prior to beginning of the pregnancy/parental 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 their place of employment.
- 19.03 If a death occurs of the employee's spouse, parent, step-parent, guardian, brother, sister, child, step-child, or a child under their care, paid bereavement leave shall provide the employee with five (5) consecutive calendar days absent from their place of employment.
- 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 their leave so as to be able to attend.
- 19.05 Under special circumstances which are made known to the Employer, an employee may request additional time off. If the request is approved by the Employer, the time will be unpaid unless the Employee has available vacation time that they wish to use.



- 19.06 If an employee is on vacation at the time of the bereavement leave, the employee may exchange vacation leave for bereavement leave and all vacation leave credits will be returned to their vacation bank.
- 19.07 In the event of a death of a co-worker, one (1) Union representative shall be permitted leave, without loss of pay, to attend the funeral.

## **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, as a result of their work-related duties, in any proceedings held; or
  - iii. as a result of their work-related duties:
    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 their 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 they observed while at work as a Crosswalk Guard shall be paid at the regular rate of pay for time spent in attendance at court for a minimum of two (2) hours.

## **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*. The Employer and Union agree to two (2) representatives selected by the Union sitting on the HRP Occupational Health and Safety Committee.

Such Committee shall meet monthly to deal with the *Occupational Health and Safety Act* and Regulations.

- 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.
- 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.
- 21.04 No employee shall be required to work as a Crosswalk Guard until they have received training and instruction. The employee shall be paid for their training day following their 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 Stop Sign
  - 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 \$225. The clothing allowance will be pro-rated for employees who are hired after the start of the school year and for employees who resign, are terminated, or who take a leave of absence under Article 17.
- 22.04 Employees must use their clothing allowance to ensure they are safely dressed with respect to the weather conditions.

## **ARTICLE 23 - MUTUAL AGREED CHANGES**

- 23.01 Changes to this Agreement 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 nine (9) months' notice prior to contracting out work or services performed by members of the bargaining unit if such contracting out will cause the layoff 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 their probationary period may be dismissed for just cause.

28.02 Where the Employer schedules a meeting to discipline or discharge an employee, they may have a shop steward present.

(a) When a complaint is received regarding an employee, the Employer will provide the employee and Union with written notification of the complaint.

28.03 The record of an employee shall not be used against them 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.

- 28.04 If an employee is charged with a criminal offence, they must notify Human Resources prior to their next shift. The Employer recognizes that not all criminal offences are relevant in the ability to safely perform the duties of a Crosswalk Guard, and will therefore assess each case on its own merit to determine the appropriate course of action.

## **ARTICLE 29 - DURATION AND RENEWAL**

- 29.01 This Agreement shall be binding on the parties and shall remain in effect from April 1, 2020, to March 31, 2025, 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:
- (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.
  - (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).
- 29.02 All wage changes in the new Agreement shall be adjusted retroactively and shall be paid at straight time.
- 29.03 Except as otherwise specified, it is agreed that there will be no retroactive effect given to any clause of this contract except for wages.

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:

Leshie J. Neate  
Leshie J. Neate

[Signature]  
[Signature]

) HALIFAX REGIONAL MUNICIPALITY

)  
)  
) Per: [Signature]  
) Mayor

) Per: [Signature]  
) Municipal Clerk

) THE CANADIAN UNION OF PUBLIC  
) EMPLOYEES LOCAL 4814

) Per: [Signature]  
) Per: [Signature]

Signed:

This 22 day of December, 2021.

**SCHEDULE “A”**

<b>Schedule “A”</b>	<b>Hourly Rate</b>
April 1, 2020 – March 31, 2021	\$16.00 (14.29%)
April 1, 2021 – March 31, 2022	\$16.40 (2.50%)
April 1, 2022 – March 31, 2023	\$16.89 (3.00%)
April 1, 2023 – March 31, 2024	\$17.40 (3.00%)
April 1, 2024 – March 31, 2025	\$17.75 (2.00%)

## **LETTER OF UNDERSTANDING**

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**

**-AND-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4814**

1. Prior to June 30th, each year 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 11.05) that are assigned to crosswalk locations that only requires a 2-hour work day (Shift Pattern 2 as outlined in Article 11.05).
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 1st of each year.
3. All Regular Part-Time Crossing Guards, with the exception of ~~those~~ employees covered under Article 11.04, employed as of the date of union ratification (XXXX) of this 2020 – 2025 Collective Agreement and who are working Shift Pattern 1 will continue to work hours as set out in Shift Pattern 1 of Article 11.05 (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 (XXXX) will have their 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 11.05.
5. Following the ratification of the 2020-2025 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 11.05.

- 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.
    - o If no, the Employer will post the position as a position requiring the hours set out in Shift Pattern 1;
    - o 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.
    - o If there are no volunteers within the identified group, the least senior employee of the identified group will be moved to the vacant position.
    - o 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.