

# **COLLECTIVE AGREEMENT**

BETWEEN

CITY OF CHARLOTTETOWN

AND

LOCAL UNION NO. 501  
CANADIAN UNION OF PUBLIC EMPLOYEES

CHARLOTTETOWN, P.E.I.

COVERS DEPARTMENT OF CIVIC AFFAIRS

Clerical Department  
Public Works  
Parks & Recreation Department

FOR THE PERIOD JANUARY 1, 2019 - DECEMBER 31, 2022

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THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BETWEEN: CITY OF CHARLOTTETOWN  
hereinafter referred to as the EMPLOYER

THE PARTY OF THE FIRST PART

AND: THE CHARLOTTETOWN CIVIC EMPLOYEES  
LOCAL UNION 501, CANADIAN UNION OF PUBLIC EMPLOYEES  
hereinafter referred to as the UNION

THE PARTY OF THE SECOND PART

**PURPOSE OF THE AGREEMENT:**

- (a) Whereas it is the desire of both parties to this Agreement:
- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
  - (2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - (3) To encourage efficiency in operation.
  - (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (b) 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 agreement. Now, therefore, the parties agree as follows:

**ARTICLE 1 - MANAGEMENT RIGHTS**

The Union acknowledges that it is the function of the Employer subject to the terms and conditions of this Agreement to hire, promote, demote, transfer, train and determine duties of employees and also the right of the Employer to discipline or discharge an employee for just cause, provided that such action may be the subject of a grievance and dealt with as provided elsewhere in this Agreement.

## **ARTICLE 2 - NO DISCRIMINATION**

- (a) The Union and the Employer and the employees of the City of Charlottetown represented by such Union agree that there will be no intimidation, interference, restraint, or coercion exercised or practiced with respect to any employee of the Employer by any of its members or representatives.
- (b) Equal pay for equal work - The principle of equal pay for equal work will apply regardless of sex.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

BARGAINING UNIT - The Employer recognizes the Canadian Union of Public Employees, Local 501, as the sole and exclusive collective bargaining agent for employees identified in the Union's Certification Order, as it may be amended from time to time, save and except those persons deemed not to be employees within the bargaining unit by virtue of Section 7(2) of the Labour Act, S.P.E.I. Cap. 1988 L-1.

## **ARTICLE 4 - DEFINITIONS**

- (a) **PERMANENT EMPLOYEE** - is an employee who holds a classification pursuant to Schedule A and who has completed the employee's probationary period.
- (b) **PROBATIONARY PERIOD** - is the period of employment from the time of hiring and is considered to be 120 days worked. This definition shall not include seasonal and casual employees.
- (c) **SEASONAL EMPLOYEE** - is an employee who has accumulated more than six thousand, two-hundred and forty (6240) hours of work and is hired for a specified and limited period of time in any particular year.
- (d) **ENTRY LEVEL SEASONAL EMPLOYEE** - is any new seasonal employee hired who shall receive the Entry Level Seasonal Employee rate of pay as contained in Appendix "1" until such time as the employee attains six thousand two hundred and forty (6240) hours of employment with the Employer.

Entry Level Seasonal Employees shall not be placed on any recall list pursuant to Article B16 of Schedule "B" and Appendix 4 of this Agreement.

- (e) **CASUAL EMPLOYEE** - includes a student of any school, college, academy or university who takes employment of a temporary nature with any City Department.
- (f) Words importing male persons shall include female persons and vice-versa.

#### **ARTICLE 5 - SEASONAL EMPLOYEES**

Provisions for Seasonal Employees are listed in Schedule "B" hereto attached and forming part of this Collective Agreement.

#### **ARTICLE 6 - UNION SECURITY**

All employees of the Bargaining Unit pursuant to Article 3 shall, as a condition of continued employment become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

#### **ARTICLE 7 - CHECK-OFF**

- (a) The Employer agrees, with respect to each of the employees covered by this Agreement, to deduct from the wages of such employees all Union dues, initiation fees, and assessments from time to time levied by the Union on its members and these shall be transmitted monthly to the Union accompanied by a list of employees showing contributions.
- (b) **DUES RECEIPT** - At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each member in the previous year.

#### **ARTICLE 8 - REPRESENTATION AND BARGAINING COMMITTEE**

- (a) **REPRESENTATION** - 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 its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- (b) No employee shall be required or permitted to make a written or verbal agreement with the Employer Representative which may conflict with the terms of this Collective Agreement.
- (c) BARGAINING COMMITTEE - A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer, as appointees of the Employer, and not more than six (6) members of the Union, as appointees of the Union. Both parties will advise each other of their appointees. Membership in the Bargaining Committee will remain unchanged during the course of negotiations. Either side may bring advisors to the negotiations to assist them with particular items of discussion.
- (d) FUNCTION OF THE BARGAINING COMMITTEE - All matters pertaining to the interpretation, amendment and/or negotiations at the term of this Agreement, shall be referred to the Bargaining Committee for discussion and settlement as well as collective bargaining on operational problems, rates of pay, hours of work, working conditions, etc.

#### **ARTICLE 9 - LABOUR MANAGEMENT**

- (a) A LABOUR MANAGEMENT CO-OPERATION COMMITTEE - A Labour Management Cooperation Committee shall be established consisting of five (5) representatives appointed by the Employer and five (5) employees appointed by the Union. When required by either party, additional accredited representatives of either party, on invitation by the party requiring such representatives, will be permitted to attend committee meetings. The committee shall enjoy the full support of both parties to this Agreement in the interest and maximum service to the public.
- (b) MEETINGS OF COMMITTEE - In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) days after the request has been given.
- (c) TIME OFF FOR MEETINGS - Any representative of the Union on the Bargaining Committee or the Labour Management Co-operation Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration. If a meeting is initiated by the Union, then the Union shall notify the appropriate Department Head at least three (3) days prior to any meeting to be held.

- (d) Function of Joint Labour Management Committee
- i. The Committee shall concern itself with the following general matters:
  - ii. Improving service to the public.
  - iii. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
  - iv. Increasing operating efficiency.
  - v. Reviewing suggestions from employees, questions of working conditions (excluding ongoing grievance matters).
  - vi. Correcting conditions causing grievances and misunderstandings.
- (e) Chairperson of the Meeting - An Employer and Employee representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The meeting chairperson shall be responsible for preparing and circulating the agenda for the meeting, in consultation with the joint chairperson.
- (f) Minutes of Meeting - Minutes of each meeting of the Committee shall be prepared by the presiding joint chairperson, or an alternate person approved for taking minutes by the joint chairpersons, within 30 days after the close of the meeting. A standing Committee meeting agenda item shall be the presentation of the minutes of the last Committee meeting for adoption.
- (g) TECHNICAL INFORMATION - The Employer shall make available to the Union, on request, a list of employees in the Bargaining Unit by job classification and rate, job descriptions and details of pension and welfare plans.

## ARTICLE 10 - GRIEVANCE PROCEDURE

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer within seven (7) days of appointment.
- (b) Should a dispute arise between the Employer and the Union or its employees regarding interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner provided that no matters specifically excluded from arbitration shall be subject to this Article.

STEP 1 - A member of the Grievance Committee of the Union together with the employee(s) concerned shall within fifteen (15) days after the date on which the action or circumstances giving rise to the violation of this Agreement occur, communicate with the employee's supervisor to resolve the dispute.

STEP 2 - Failing satisfactory settlement of the dispute in Step 1, within fifteen (15) days after communication with the employee's supervisor in Step 1, the employee(s) concerned, together with a member of the Grievance Committee of the Union, shall submit to the Human Resources Manager, a written statement of the particulars of the grievance and the redress sought. The Employer shall hold a meeting with the Union and the grievor(s) to discuss the grievance and shall render a decision in writing within fifteen (15) days after receipt of the grievance.

STEP 3 - Failing a satisfactory reply from the Employer at Step 2 within thirty (30) working days of receipt of the response from the Employer described in Step 2, the party filing the grievance may refer the grievance to arbitration by notice in writing to the Employer.

- (c) Where the dispute involves general application or interpretation, the City Administrator may agree to by-pass all or any of Steps 1 and 2 of this Article and go directly to the Employer for Arbitration.
  - (d) Grievances and replies to grievances shall be in writing at all Steps.
  - (e) Grievances settled satisfactorily within the time allowed shall date from the time that the violation occurred.
  - (f) The Employer shall supply the necessary facilities for the grievance meeting.
  - (g) A grievance under this Agreement shall be defined as a difference or dispute relating to the interpretation, application, administration, or alleged violation of this Agreement between the Employer and any Union employee(s) or a case where the Employer has been said to have acted unjustly.
  - (h) When the parties submitting a grievance fail to adhere to the prescribed time limits, the grievance shall be deemed to be abandoned and all right of recourse to the grievance procedure shall be at an end, unless the time limits prescribed in the grievance procedure are varied by consent of the Union and the Employer both acting reasonably.
  - (i) REPRESENTATIVE OF CANADIAN UNION - The Union shall have the right at any time to have the assistance of representatives of the Canadian
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Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access, in company with a member of the Employer's Human Resources Department during normal City office hours, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- (j) Whenever a difference or dispute relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Employer and the employees and/or the Union, either party may, after complying with the provisions as set forth in Steps 1 to 3 of the Grievance Procedure, submit the matter to Arbitration.
- (k) An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a meeting under this Article at Step 2. Step 1 and 2 of the Grievance Procedure shall be omitted.

#### **ARTICLE 11 - ARBITRATION**

- (a) **COMPOSITION OF BOARD OF ARBITRATION** - When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement indicating the name of its nominee on an Arbitration Board. If it is mutually satisfactory to both parties a single arbitrator may be used. Otherwise, within five (5) days thereafter the other party shall answer by mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then consult to select an impartial Chairperson. If further time is requested, it shall be mutually agreed upon.
- (b) **FAILURE TO APPOINT** - If the recipient of the notice fails to appoint a nominee or if the two nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for Labour, upon request by either party.
- (c) **ARBITRATION PROCEDURE** - The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time the Chairperson is appointed.
- (d) **DECISIONS OF THE BOARD** - The decision 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, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions;

however, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable. Similarly, if a single arbitrator is used, the single arbitrator's decision shall be final and binding and enforceable on all parties according to the provisions of this paragraph.

- (e) **DISAGREEMENT ON DECISION** - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.
- (f) **EXPENSES OF THE BOARD** - Each party shall pay:
  - (1) The fees and expenses of the nominee it appoints.
  - (2) One-half the fees and expenses of the Chairperson.
- (g) **AMENDING TIME LIMITS** - The time limits prescribed for the arbitration procedures may be extended by consent of the Union and Employer.
- (h) **WITNESSES** - At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator and nominees to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 12 - HOURS OF WORK**

- (a) The normal work week shall consist of five (5) eight (8) hour days for a forty (40) hour week, Monday to Friday.
- (b) Except hereinafter provided, the hours of work shall be:
  - 8 a.m. to 4:00 p.m. including a half-hour lunch break considered part of the paid work day.
- (c) **Sweepers:**
  - i. **The normal hours of work for sweepers shall be eight (8) consecutive hours per day, forty (40) hours per week, between the hours of 5 am and 3 pm, as determined by the Employer depending on circumstances having a bearing on the work to be performed.**

- ii. From November 15 – April 15 the hours of work for sweepers may be varied by the Employer from i. above when circumstances have a bearing on the work to be performed.

**(d) Maintenance:**

- i. The normal hours of work for maintenance employees shall be eight (8) consecutive hours per day, forty (40) hours per week, between the hours of 5 am and 5 pm, as determined by the Employer depending on circumstances having a bearing on the work to be performed.
- ii. The normal hours of work for maintenance employees may be varied from the above for identified periods of time, on twenty-four (24) hours notice to affected employees, when circumstances exist which require maintenance work to be performed at other times of the day. Once circumstances cease to exist, the normal hours of work for the affected employees shall revert to i. above.

- (e) In recognition of the changes to the hours of work for both sweepers and maintenance employees in paragraphs (c) and (d) above, should the Employer's operational needs change regarding hours of work which the Employer determines are needed to conduct its operations, the parties agree to reopen negotiations regarding hours of work laid out in Article (c) and/or (d).

- (f) The hours of work as contained herein shall be varied when circumstances have a bearing on the work to be performed. The hours of work shall be eight (8) consecutive hours per day, forty (40) hours per week. This clause applies only to the following:

1. operators of the mechanical broom and/or street flusher;
2. street painting crew;
3. Parks and Recreation employees within the hours of 6:00 a.m. - 12 midnight;
4. Asset and Operations Monitor;
5. **Mechanic and Mechanic II's hired after December 31<sup>st</sup>, 2020.**

- (g) Where shift work applies as laid out in paragraphs (c) (d) and (f) above, shift schedules shall be posted in the appropriate work unit at least one (1) week in advance. The employee concerned shall be given at least twenty-four (24) hours' notice in advance of any changes made in the schedule. Notwithstanding the foregoing, if an employee receives less than twenty-four (24) hours' notice in advance of a shift change only once during any given calendar week, then the employee shall not be entitled to overtime compensation. However, if the employee receives less than twenty-four

(24) hours' notice in advance of a shift change more than once in any given calendar week, then the employee shall be compensated at the overtime rate, on the second and all subsequent occasions during that week, for the hours he or she would normally have had off but for the shift change. The Employer will endeavor to give as much notice as reasonably possible in every circumstance.

(h) The normal weekly hours of work for clerical employees shall be:

8:30 A.M. to 5:00 P.M. including a one half-hour lunch break considered part of the paid work day and two fifteen-minute unpaid breaks.

(i) SHIFT DIFFERENTIAL – Employees will receive fifty (50) cents per hour premium pay for all hours worked from 4:00 p.m. to 5:00 a.m. inclusive, regardless of when the shift is scheduled to begin. The shift premiums shall not apply to calculating benefits other than wages;

(j) SUMMER HOURS - From the first Monday in June to the last Friday of September there shall be a provision for summer hours excepting for shift workers. The hours of work for all employees, except Parks & Recreation workers, who normally work 8 A.M. to 4:00 P.M. shall be 7:00 A.M. to 3:00 P.M. Parks & Recreation workers shall be scheduled 7:30 A.M. to 3:30 P.M. unless otherwise specified in Article 12(c), (d) and (f).

For the months of May and October, on a departmental basis, by mutual agreement between The Union and Department Manager or the Department Manager's designate, hours of work shall be any eight consecutive hours between 7:00 A.M. to 5:00 P.M.

During Old Home Week the hours of work for the Parks & Recreation Department shall be Monday to Thursday, 7:30 A.M. to 3:00 P.M., Friday 7:00 A.M. to noon.

During Old Home Week the hours of work for the Public Works Department shall be Monday to Thursday, 7:00 A.M. to 2:30 P.M., Friday 7:00 A.M. to noon.

(k) **Where an employee has worked sixteen (16) consecutive hours (or more than sixteen consecutive hours if by mutual agreement between the Employer and the Employee), the employee shall be required to take at least an eight (8) hour rest period. If any or all of the required eight (8) hour rest period falls within the employees regularly scheduled hours of work, the employee shall not be required to report for work until the end of the eight (8) hour rest period. During the eight (8) hour rest period the employee shall suffer no loss of pay or benefits for any time not worked during the**

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**employee's regularly scheduled hours of work. For clarity, working beyond sixteen consecutive hours can only occur by mutual consent of the Employee and the Employer.**

### **ARTICLE 13 - OVERTIME**

- (a) **OVERTIME DEFINED** - All time worked beyond the normal work day or the normal work week as outlined in Article 12.
- (b) **OVERTIME RATES** - Shall apply for work as follows:
  - 1) On a regular work day - time and one-half.
  - 2) On a regular scheduled day off - double time.
- (c) **LAY-OFF TO COMPENSATE FOR OVERTIME** - Employees shall not be required to lay-off during regular hours to equalize any overtime worked.
- (d) **MINIMUM CALL BACK TIME** - Any employee who is called in and required to work outside the employee's regular working hours, whether before or after the employee's regular eight (8) hours, shall be paid for a minimum of four (4) hours at overtime rates whether or not work is performed, provided the employee called reports for duty in person.
- (e) **OVERTIME DISTRIBUTION** - Callouts for any overtime shall be carried out in each department in the following order by seniority, i.e., senior employees first, second, and so on.
  - 1) Permanent employees within the classification required for overtime.
  - 2) Other qualified permanent employees.
  - 3) Qualified seasonal employees.

By mutual agreement between the Employer and the Union an alternate callout schedule may be arranged. Either party shall serve a thirty (30) day notice in the event of a change in their position on any mutual agreement.

The establishment of the qualifications to operate specific pieces of equipment, and/or to perform the duties of a particular classification, for the purpose of overtime callout, shall be the responsibility of the Employer. When establishing these qualifications, the Employer shall put the qualifications in writing to the Union. Such qualifications shall not be

unreasonable for the work duties required and shall not be created in an arbitrary or discriminatory manner.

Any disagreement on qualifications shall be referred to the Mutual Interest Forum or dealt with under Article 10 in the Collective Agreement.

Employees who have reported in sick under Article 19 shall not be required to be called for overtime until 8 A.M. the following day. Employees who are already on approved leave of absence pursuant to Articles 21 or 22 shall not be required to be called for overtime. Employees who are on approved vacation leave and who wish to be called in for overtime shall provide notice in writing to their Supervisor before their vacation period begins. Employees who do not wish to be called in for overtime may provide the Employer with written notice and thereafter until the notice is withdrawn in writing by the employee, the Employer shall not be required to call that employee in the event overtime work becomes available.

- (f) **ON CALL PAY** - When an employee is advised that he is on call, that is, immediately available by direct telephone contact, he shall be paid straight time wages in accordance with the following schedule:

Monday to Saturday inclusive - 4 hours pay per day.

Sundays - 8 hours pay per day.

Holidays listed in Article 17 (a) - 8 hours pay per day.

- (g) All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 13. On call duty shall be equally divided among the qualified employees.
- (h) **OVERTIME MEAL ALLOWANCE** - An employee required to work more than four (4) consecutive hours overtime shall be provided with a meal allowance in the amount of ten dollars (\$10.00). It is to be understood that this allowance will be paid once and shall not repeat if the overtime continues for a longer period of time.
- (i) For employees in the Public Works, Recreation and Clerical Departments, subject to two (2) prior written notice and subject to approval by the Department Head, an employee who works overtime shall have the choice of accepting payment for the overtime or taking the equivalent in time off at a time designated by the employer.

## **ARTICLE 14 - OVERTIME BANK**

- (a) The purpose of this clause is to allow an employee, at the employee's discretion, to bank any overtime hours earned, in any pay period, to accrue to the employee's credit; and to be withdrawn under the procedures as set out herein.
- (b) At the time an employee fills out the employee's time card and if the employee has any overtime hours earned in that pay period, the employee shall indicate on the time card, the method of payment of all overtime hours earned in each respective week in that pay period; i.e. to be paid on that pay or to bank the earned overtime hours.
- (c) Banked overtime hours shall only be able to be withdrawn as pay, except as otherwise herein set out, on the first pay in June and the last pay in November of any year.
- (d) There shall be no limitation on the amount of time banked, but only twenty-five (25) banked days (200 hours total) can be taken as time off in any one (1) calendar year. Employees wishing to take banked overtime off shall provide the Employer with two (2) weeks prior written notice. Taking banked overtime in time off shall be subject to approval by the Department head.
- (e) In financial emergencies and upon satisfying the Employer of the genuine nature of the emergency, an employee shall be permitted to withdraw any, or all, banked overtime hours at times other than June or December.
- (f) Any overtime hours earned in the month of December, because of end of year audits, etc., will not be able to be banked but would be paid out on the next pay. However, any overtime hours earned effective the first day of the new pay period after the last pay in December, and which would be paid in the month of January, may be banked for the following year.

## **ARTICLE 15 - PROMOTIONS AND APPOINTMENTS**

- (a) When the Employer determines to fill a vacancy or create a new position within the Bargaining Unit, the Employer shall post notice of the position on the bulletin boards in the various departments for a minimum of ten (10) days. Copies of all postings shall be forwarded to the Secretary of the Union upon posting. Any applicant prepared to undergo competition shall notify, in writing, the Human Resources Manager of their intention.

(b) INFORMATION IN POSTING

Such notice shall include the following information:

Classifications, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. The applications will undergo competition in the following categories: personal interviews and evaluation system as outlined in more detail elsewhere in this clause.

(c) The Head of the Department shall not advertise outside for a period of ten (10) days from the original date of the posting of the bulletin.

(d) SELECTION COMMITTEE: A Selection Committee shall be set up to oversee all hirings within the Public Works and Parks & Recreation Departments. The Selection Committee shall be composed of:

1. The **Department Head** or their designate;
2. The **Human Resources Manager** or their designate;
3. A **Supervisor** as determined by the Employer.

(e) EVALUATION SYSTEM - Will consist of individual service records showing the applicant's work performance, experience and quality of work as reflected in the worker's annual evaluation form.

(f) PERSONAL INTERVIEW - As part of the competition, the applicant shall appear before the Selection Committee. During the interview, the applicant's qualifications, skills and abilities will be rated.

(g) SENIORITY - Candidates undergoing tests for promotion and appointment shall be given one (1) point for each year of service beginning after three (3) years to a maximum of ten (10) points. Successful candidates shall be placed on an Eligibility List which shall remain in effect for one (1) year.

(h) TRIAL PERIOD

The successful applicant shall be placed on trial in the new position for a period of one hundred and twenty (120) days worked. This trial period may be extended or shortened by written agreement of the Employer and the Union. Conditional on satisfactory service, the employee shall be declared permanent after one hundred & twenty (120) days worked in the position. 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 position, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of

position shall also be returned to their former position, wage or salary rate, without loss of seniority.

- (i) APPOINTMENT OR PROMOTION – The Selection Committee shall determine which applicant(s) will be hired, based on an evaluation of the applicant(s) relative qualifications, skills and abilities in relation to the position sought. Where the qualifications, skills and abilities of two or more applicants are equal, the senior successful applicant shall be appointed to the position. All appointments shall be made within thirty (30) days of the date of the Selection Committee's determination of the successful applicant.
- (j) RETURN TO POSITION - Employees promoted or awarded new positions and who fail to qualify at the completion of their probationary period shall return to their former position without loss of seniority in such former position.
- (k) UNION NOTIFICATION - The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment for positions covered under this Agreement.

#### **ARTICLE 16 - SENIORITY**

- (a) SENIORITY DEFINED - Seniority is defined as the length of service on staff and shall be used in determining preference for priority for transfers, demotions, lay-offs, recalls and training.
- (b) SENIORITY LIST - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- (c) PROBATIONARY EMPLOYEES - Newly hired employees shall be considered probationary for one hundred and twenty (120) days worked. During the probationary period, employees shall be entitled to all rights and privileges in this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as outlined in Article 2, as the basis of termination. After the completion of the probationary period, seniority shall be effective from the original date of employment.
- (d) LOSS OF SENIORITY - An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or

leave of absence approved by the Employer. An employee shall only lose the employee's seniority in the event:

- (1) The employee is discharged for just cause and is not re-instated.
  - (2) The employee resigns.
  - (3) The employee is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
  - (4) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
  - (5) The employee is laid off for a period longer than one (1) year.
- (e) TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT - No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain the employee's seniority acquired at the date of leaving the unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with the employee's seniority.
- (f) RETENTION OF SENIORITY RIGHTS - Should the Employer merge, amalgamate, or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees with the new Employer.
- (g) TRANSFERS WITHIN THE BARGAINING UNIT – Where an employee voluntarily transfers from one Department to another **the employee will continue to accumulate departmental seniority in their pre-transfer Department and will begin to accumulate Departmental seniority in the Department transferred to after ninety (90) days.** An employee assigned to another Department will retain the **employee's** seniority rights in the **employee's** old Department and will continue to accumulate seniority in the **employee's** old Department as long as the **employee** remains on assignment.

## **ARTICLE 17 - HOLIDAYS**

- (a) The following shall be considered holidays and shall be paid for at the regular rates of pay to employees who are not obliged to perform services on such days:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Easter Monday
Islander Day	

Natal Day if proclaimed by the City as a holiday; if Natal Day is not proclaimed, employees will be entitled to one floating holiday, subject to five (5) prior working days' notice to the Department Head and the Department Head's approval.

And all such days approved by special proclamation of the Governor General of Canada, the Lieutenant Governor of Prince Edward Island or the Mayor of the City of Charlottetown, P.E.I.

- (b) All employees called upon to work on any holiday as defined in Article 17 (a) of this Agreement, except for New Year's Day and Christmas Day, will be compensated for all time worked at one and one-half times the pro rata rate in addition to the regular days' pay allowed for the holiday.
- (c) All employees called upon to work New Year's Day and Christmas Day will be compensated for all time worked at two times the pro rata rate in addition to the regular day pay allowed for the holiday.
- (d) When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- (e) When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.
- (f) Employees while on sick leave, long-term disability or extended Worker's Compensation shall not be entitled to the additional holiday pay as identified in Article 17 (a) when these days fall during the term of disability.

## **ARTICLE 18 - VACATIONS**

- (a) Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:
- One (1) to eight (8) years completed service - three (3) weeks;
- Over eight (8) to eighteen (18) years completed service - four (4) weeks;
- Over eighteen (18) years to twenty-seven (27) years completed service - five (5) weeks;
- Over twenty-seven (27) years completed service – six (6) weeks.
- (b) So that the length of service will be appropriately recognized, the following graduated schedule of vacation eligibility will become effective on the date this Agreement becomes effective:
- (1) Employees with less than six (6) months of continuous service in the first year of employment will not receive vacation leave but will receive the vacation pay in lieu of vacation leave earned in that year.
- (2) Employees with six (6) months continuous service will receive pro-rated vacation leave in accordance with Article 18 (a).
- (c) **HOLIDAYS DURING VACATION** - If a paid holiday falls or is observed during an employee's vacation period, the employee shall not be required to take a day's vacation leave but shall receive the holiday off with pay.
- (d) **VACATION PAY FOR TERMINATION** - An employee terminating the employee's employment at any time in the employee's vacation year before the employee has had the employee's vacation shall be entitled to a proportion of payment of salary or wages in lieu of such vacation and if an employee has taken all the employee's annual vacation and terminates employment during the year, the employee shall have the employee's pay-out benefits deducted on a pro-rated basis for any vacation time taken but not earned.
- (e) **ILLNESS DURING VACATION** - Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation on certification from a qualified medical practitioner as proof of illness.

- (f) VACATION SCHEDULE - Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer and shall not be overlapping.
- (g) Vacation shall not be cumulative from year to year. However, with permission obtained in advance from the Department Head and the Manager of Human Resources an employee may be able to carry over a maximum of one (1) week of vacation into the following calendar year.
- (h) PREFERENCE IN VACATIONS  
For the purpose of vacation scheduling, senior employees shall be given preference for the months of July and August, provided that the employee has submitted their vacation request pursuant to Article 18(f).

## **ARTICLE 19 - SICK LEAVE PROVISIONS**

- (a) SICK LEAVE PROVISIONS - Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (b) AMOUNTS OF SICK LEAVE - Sick leave shall be earned by employees on the basis of one and one-half (1½) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for future sick leave use up to a maximum of three hundred fifty (350) days. For any period of illness an employee may use up to a maximum of ninety (90) accrued sick leave days, at which time if the employee's illness continues the employee must transfer to the City's Long-Term Disability benefit, if eligible.
- (c) PROOF OF SICKNESS - After three (3) consecutive days or ten (10) cumulative days sick leave in any one (1) calendar year, an employee may be required to produce a certificate from a qualified medical practitioner for any further illness during that calendar year.
- (d) SEVERANCE OR RETIREMENT ALLOWANCES - An employee having accrued sick leave to the employee's credit shall, on retirement or severance, get one-half (1/2) of the amount accrued to the employee's credit to the limit as defined under Article 32 (a). In the event of the death of an employee having accrued sick leave to the employee's credit, the employee's estate will be paid the amount of the employee's credit.
- (e) RECORD OF UNUSED SICK LEAVE - A record of all unused sick leave including all accumulation prior to the effective date of this Agreement,

shall be kept by the Employer. At commencement of this Agreement and at the end of each calendar year thereafter each employee shall be advised by the Employer of the employee's unused sick leave.

- (f) Where no one other than the employee can provide for the needs during illness of an immediate member of the employee's family, an employee shall be entitled, after notifying the employee's Supervisor, to use a maximum of three (3) accumulated sick leave days per illness, to a maximum of six (6) accumulated sick leave days per annum, to care for and seek an alternate to care for, the needs of the ill person. As soon as an alternate is found, the employee is expected to report for work during the employee's working hours.

#### **ARTICLE 20 - SICK LEAVE BANK**

- (a) Each permanent employee shall contribute five (5) days of accumulated sick days to be placed in a sick leave bank. Contribution to the sick leave bank by an employee shall begin after one (1) year of completed service and the five (5) required days shall only be placed in the sick leave bank out of unused sick time provided that no contribution to the sick leave bank shall deplete the employee's remaining accumulated sick time below twelve (12) days in the year of contribution.
- (b) The maximum number of days to be held in the bank at any time shall not exceed five hundred (500) days.
- (c) The Union will receive a complete record of days on credit for employees individually and total days credited to the bank at the end of each calendar year.
- (d) Applications for an allotment from the Sick Leave Bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the *Workers' Compensation Act*, and such allotment shall be subject to the approval (with or without conditions) of the Union Executive and the Human Resources Manager upon production of appropriate medical certificates.
- (e) No allotment from the Sick Leave Bank shall be provided unless and until the employee concerned has exhausted the employee's entire annual and accrued sick leave allotment and all the employee's annual vacation.

## ARTICLE 21 - LEAVE OF ABSENCE

- (a) FOR UNION BUSINESS - Where permission has been granted to a representative of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) UNION CONVENTIONS - Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer to not more than two (2) employees elected or appointed to represent the Union at Union Conventions, seminars or workshops. Such time shall not exceed a total of five (5) working days in any calendar year for any one employee. At any one time, not more than one (1) person can be absent per department to attend Union conventions, seminars or workshops unless otherwise approved by the Department Head. **A third person from any Department may be permitted leave under this section if operations permit, subject to the approval of the Department Manager.**
- (c) LEAVE FOR UNION AND PUBLIC DUTIES - Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority by the Employer for a period up to one (1) year.
- (d) BEREAVEMENT LEAVE - An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits in the case of death of a parent, wife, husband, common law spouse, brother, sister, child, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, grandparent, grandchild, former guardian, ward, fiancée, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement leave responsibilities. Where burial occurs outside the Province, such leave shall include, as well, reasonable travelling time to a maximum of seven (7) days to attend the burial. At the discretion of management, if there are delays in the funeral or other such extenuating circumstances the employee may be granted up to three (3) additional days' leave without loss of salary or benefits.
- (e) PALLBEARER'S LEAVE - An employee shall be granted up to one (1) day's leave on the day of the funeral without loss of salary or benefits to attend the funeral as a pallbearer. Honorary Pallbearers shall be entitled to one-half (1/2) day's leave on the day of the funeral without loss of salary or benefits to attend the funeral.

- (f) EXAMINATION LEAVE - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service of the City.
- (g) GENERAL LEAVE – Leave of absence for up to twelve (12) months at any one time, without pay and without loss of seniority may be granted to an employee upon application to the Employer. Benefits accrued to date of commencement of leave shall remain to the employee's credit, but the employee shall not accumulate any additional vacation and sick leave credits during the period of leave. This leave shall not be unreasonably withheld. Employees are not eligible for this leave for the purpose of taking another position with the City outside the Bargaining Unit.

## ARTICLE 22 – MATERNITY/ADOPTION/PARENTAL LEAVE

- (a) Sick leave will not be granted for pregnancy or allied conditions as diagnosed by the attending physician. Leave for such conditions shall be considered maternity leave and shall be leave without pay.
- (b) Sick leave will be granted to an employee for sickness arising from complications associated with the employee's pregnancy requiring hospitalization, excluding normal delivery.
- (c) The Employer may not dismiss an employee, who has completed the probationary period, on the grounds that the employee is pregnant.
- (d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in its opinion, the employee cannot satisfactorily perform the employee's duties.
- (e) Upon request by the employee, and upon receipt of a medical certificate confirming pregnancy, the Employer shall grant maternity leave:
  - (1) for a period of twenty-six (26) weeks; or
  - (2) for any shorter period of time.
- (f) Maternity leave shall terminate not less than six (6) weeks following delivery unless certificate is received from medical practitioner stating the employee may return to work sooner.
- (g) RETURN TO WORK - An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work. Such employee shall be placed in the employee's previously held classification within the bargaining unit.

- (h) The parties recognize the maternity/adoption/parental leave provisions as specified in the Employment Standards Act of Prince Edward Island for any and all issues not covered by this Collective Agreement.

**ARTICLE 23 - PRINCIPLE OF INNOCENCE AND DISCIPLINARY PROCEDURE**

- (a) **PRINCIPLE OF INNOCENCE** - Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed the employee's probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- (b) **DISCIPLINE PROCEDURE** - The employee shall be notified in writing, within fifteen (15) days of the event, of any action and/or penalty. The employee may be able to continue the employee's employment with all rights and privileges while the Employer takes the authorized necessary action, or the employee may be suspended with pay until such time as the Employer decides what action or penalty is to be assessed. Any such penalty assessed shall be served after the decision and any prior suspension shall not constitute part of the penalty. Should the employee feel that the Employer has not dealt with the employee properly, the employee may follow the grievance procedure outlined in this Agreement.
- (c) **BURDEN OF PROOF** - In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.
- (d) **WARNINGS** - Whenever the Employer or the employee's authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Employer shall, within fifteen (15) days thereafter, give written particulars of such censure to the employee involved.
- (e) **ADVERSE REPORT** - The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within fifteen (15) days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint, or accusation

which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

- (f) Upon the employee's request any notice of disciplinary action which may have been placed on the employee's personal file shall be removed after two (2) years have elapsed since the disciplinary action was taken.
- (g) An employee who is charged shall receive a copy of all formal charges against the employee within a reasonable period prior to any hearing of such charge.
- (h) An employee shall have the right to have a Union Steward or other Union representative present at any hearing before the Employer where such employee is being considered for discipline.

#### **ARTICLE 24 - GENERAL CONDITIONS**

- (a) **BULLETIN BOARDS** - The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- (b) **INDEMNITY** - Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of the employee's assigned duties but not for the employee's own negligence or wrong doing if found guilty or negligent by an independent third party; i.e. a court, judge, arbitration board or arbitrator.

#### **ARTICLE 25 - SAFETY AND HEALTH**

- (a) **COOPERATION ON SAFETY** – In conjunction with the PEI Occupational Health and Safety Act the Employer and the Union shall cooperate in following and improving procedures as well as ensuring proper equipment and training is provided which will afford protection to employees in the performance of their duties.
- (b) **FIRST AID KITS** - A first aid kit shall be supplied by the Employer to each mobile unit of the Employer.

- (c) All employees shall have the right to know the contents of the material with which they work and the identification and effects of said material as outlined in the Occupational Health and Safety Act.
- (d) All employees shall have the right to refuse in accordance with the Occupational Health and Safety Act of the Province of P.E.I. when proclaimed.
- (e) **EMPLOYEE REHABILITATION** - Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drugs to undergo a coordinated program directed to the objective of their rehabilitation.
- (f) **MEDICAL EXAMINATION** - The Employer reserves the right to have all employees submit to a complete medical examination including any special consultations or re-examinations which may result therefrom. These examinations will be made at the Employer's expense by a doctor or doctors appointed by the Employer. In the event that an employee is found not medically fit for the employee's present employment, the employee will, where possible, be assigned other work within the bargaining unit.
- (g) Employees who drive or operate City equipment shall annually:
  - 1. provide the Employer with an up-to-date copy of their driver's license, and;
  - 2. sign the Driver's License Verification & Authorization form attached hereto as Schedule "C".

## **ARTICLE 26 - TRAINING & COURSES**

- (a) **The Employer shall post notice of any Departmental training courses and certification programs. The posted notice shall contain the following information:**

**Type of course, time duration and location of course, basic minimum qualifications required.**

**This notice shall be posted for a period of two (2) weeks, where possible, to afford all interested employees in the Department an opportunity to provide expression of interest. Where the two (2) weeks are not possible the notice must be posted for at least one (1) week.**

- (b) Upon the signing of this Agreement, Training Committees – one for each of the Public Work, Recreation and Clerical Departments – will be established consisting of the following:**
- 1. The Manager of the Department, or their designate and one other person chosen by the Employer;**
  - 2. Two bargaining unit employees of the Department selected by the Union.**
  - 3. The committee appointments shall be for two (2) years after which the Union and Employer will identify who will be appointed for the following two (2) years. For clarity either side may re-appoint the same committee members if they chose.**

**The Committee shall be responsible for the selection of employees to attend training courses.**

- (c) Selection of employees to attend training courses shall be on the basis of:**
- 1. Furthering the professional development of an employee within their classification.**
  - 2. Need to know because of the employee's job position.**
  - 3. Employees who seek to improve qualifications for advancement with the City within their bargaining unit (i.e. cross training, excluding obtaining any required driver's licenses);**
  - 4. Such other criteria as the Committee shall determine.**
  - 5. Selection shall be by unanimous decision of the Committee. Where the Committee cannot reach unanimous agreement on who the candidate(s) should be, or the candidate(s) selected by the Committee is/are unable to attend, the Committee may select another candidate(s) to attend.**
  - 6. The parties agree that the Committees shall continue until December 30<sup>th</sup>, 2022 unless otherwise mutually agreed between the parties to extend them.**

## **ARTICLE 27 - NEW POSITION**

- (a) Where a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) When a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and immediately post notice of the position on all bulletin boards and on the City of Charlottetown's official website for a minimum of one week, so that all members will know about the new position.
- (c) Such notice shall contain the following information: nature of position, qualifications, education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to all applicants".
- (d) No outside advertisement for any new position shall be placed until the applications of present employees have been fully processed.
- (e) The successful applicant shall be notified within two (2) months of the original posting and shall be placed on trial for a period consistent with Article 15 (h) and 16 (c) of this Agreement. Conditional on satisfactory service, the employee shall be declared permanent in the new position after the period referred to above. In the event the successful applicant proves unsatisfactory in the new position during the trial period, they shall be returned to the employee's former position, wage or salary rate and without loss of seniority.
- (f) In the event that there are no successful applicants from within the bargaining unit, the Employer may advertise outside and the position may be filled within two (2) months of original advertisement.

## **ARTICLE 28 - CLOTHING**

### **(a) PARKS & RECREATION DEPARTMENT:**

- (1) Employees of this Department shall receive the following:
  - (i) One (1) pair of insulated work boots with non-slip soles annually;
  - (ii) Two (2) pairs of winter pants annually;
  - (iii) Three (3) winter shirts annually;

- (iv) Two (2) pairs of coveralls annually;
- (v) Suitable rubber footwear, rain gear, a winter jacket and gloves shall be supplied as needed. This issue shall be replaced upon inspection by the Department Head.

(2) In alternate years, employees shall receive two (2) pairs of summer pants and three (3) summer shirts instead of the winter wear.

(b) PUBLIC WORKS:

(1) Employees of this Department shall receive the following:

- (i) One (1) pair of coveralls annually **or a hoodie annually, at the employee's discretion,**
- (ii) Two (2) pairs of pants annually,
- (iii) Two (2) shirts annually, choice of long or short sleeved to be made by the employee,
- (iv) One (1) pair of safety rated footwear annually,
- (v) One (1) jacket every two (2) years, choice of winter or spring type to be made by the employee,
- (vi) Gloves to be issued and replaced as necessary due to normal wear, such to be determined by Department Management,
- (vii) **A high-quality rain jacket and pants as determined by the Employer, to be replaced as needed after inspection by the Department Management but in no event more frequently than once every three (3) years,**
- (viii) Safety Pants shall be made available to employees while performing hazardous duties (i.e. using chain saws),
- (ix) Employee shall have the option of exchanging coveralls for shirt and pants or vice versa.

(2) All newly hired employees shall receive a complete set of clothing following their probationary period.

(3) The Mechanics and Utility Persons shall be provided with a dry-cleaning allowance of \$144.00 per year paid in June.

- (4) Effective January 1, 2009, in recognition of the fact that mechanics must provide their own tools to perform the duties of their job classification with the City of Charlottetown, each employee classified as a Mechanic or Mechanic II shall receive an annual tool allowance payment of four hundred dollars (\$400.00) to be paid at the same time as the first pay in January of each year, and shall be on a separate cheque. There shall be no requirement for receipts, however prior to the payment each year, there will be a determination of what tools belong to the Employer and what tools belong to the employee, and a tool identification system will be used to separate the Employer's tools from the employee's tools.

(c) PARKS AND RECREATION AND PUBLIC WORKS:

- (1) Two employees and the Department Head shall be involved while choosing style and color of work clothing. If the parties are unable to agree, the Department Head shall make the final decision.
- (2) All clothing allowance mentioned in Article 28 shall be issued to all employees affected by the 1st of June in each year and all clothing provided must be worn by the employees at all times during the carrying out of the employee's duties as an employee of the City of Charlottetown.
- (3) At the discretion of the Employer, insignias, arm badges or some other City identification may form part of the shirts, jackets or other clothing covered under this Agreement. The insignias, arm badges or other City identification shall not be removed.
- (4) Employees while on extended Worker's Compensation or long-term disability shall not receive the clothing allowance as provided under Article 28 until they return to work.

- (d) Upon the termination of employment, employees are permitted to retain any City of Charlottetown clothing they have been issued, provided all insignias, badges and other City of Charlottetown cresting are removed.

ARTICLE 29 - INSURANCE

- (a) The Employer shall pay one-half (½) of each employee's assessment for Group Health, Dental and Life Insurance and the Employee shall pay ½ of the employee's assessment for Group Health, Dental and Life Insurance which the Employer shall deduct from the employee's wages. When an employee is on Long Term Disability, the Employer shall continue to pay one-half (½) of the employee's assessment for Group Health, Dental and Life Insurance Coverage.
- (b) The Employer shall administer a Long-Term Disability Plan for all employees of the bargaining unit. This plan will guarantee 70% of wages to the maximum amount covered under the Plan while an employee is on Long Term Disability. The employee shall pay the full premium; however, the 50% that the Employer would have paid towards the plan will be applied to the Health, Dental and Group Life Insurance.

### **ARTICLE 30 - SERVICE PAY**

Service pay shall be paid to all eligible employees according to the following schedule:

- \$185.00 per year after four (4) years' service;
- \$235.00 per year after five (5) years' service;
- \$285.00 per year after ten (10) years' service;
- \$325.00 per year after twenty (20) years' service.

Note: This service pay to be paid eligible employees each year, on the last pay in November of that year.

### **ARTICLE 31 - ASSIGNMENT TO A HIGHER CLASSIFICATION**

- (a) When an employee has been assigned by the Department Head to work in a job of a higher classification, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least eight (8) consecutive hours, including the initial eight (8) hours.
- (b) This clause shall not apply to those employees where part of the job description calls for the employee to act in the Department Head's capacity during the Department Head's absence from work through days off, sickness, holidays or vacations.

### **ARTICLE 32 - RETIREMENT AND RETIREMENT PAY**

Retirement Pension Benefits shall be as laid down in the Bylaws of the City of Charlottetown. This bylaw will not be altered without the prior mutual agreement of the parties to this Agreement.

All employees who reach the retirement age according to the Bylaw; re: Superannuation or Retirement Plan for Civic Employees, may retire and be granted the following:

- (a) A lump sum payment of one-half (½) of an employee's accumulated unused sick leave days, up to a maximum payment of seventy-five (75) days. At the discretion of the employee, the above payment may be held over to the following taxation year.
- (b) Employees who have at least ten (10) years and not more than fifteen (15) years continuous full-time service with the City of Charlottetown shall be paid full salary for a period of three (3) months. This salary shall be in addition to the employee's pension benefits according to the Bylaw.
- (c) For each additional five (5) year period, or portion thereof of continuous full-time service, the employee shall be paid full salary for an additional month to a maximum of three (3) months (making six [6] months maximum in total). This salary shall be in addition to the employee's pension benefits according to the Bylaw.

Employees who choose to continue to work past the retirement age according to the Bylaw shall begin to draw pension benefits pursuant to the Bylaw. However, the granting of the above allowance under paragraphs (a), (b) and (c) shall then be held until the Employee's official date of retirement.

### **ARTICLE 33 - JOB CLASSIFICATION AND RECLASSIFICATION**

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.
- (b) Existing classifications shall not be eliminated or changed without prior agreement with the Union.

### **ARTICLE 34 - JOB SECURITY**

- (a) All job classifications listed in Schedule "A" attached hereto shall remain in force for the duration of this Agreement. Furthermore, any job presently being performed by members of the bargaining unit shall not be contracted out during the lifetime of this Agreement.

- (b) **WORK OF THE BARGAINING UNIT** - Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of pay of any employee.

**ARTICLE 35 - COST OF LIVING DIFFERENTIAL**

In any year where the Consumer Price Index as determined by Statistics Canada for the Province of Prince Edward Island (CPI) is more than one percentage point greater than any salary increase for that year, the City shall calculate the dollar difference between the salary increase and CPI less one percent (CPI - 1%) and shall:

- (a) pay the dollar difference to the employee in a lump sum within forty-five (45) days of the issuing of the CPI by Statistics Canada; and
- (b) add the dollar difference to the employees' basic salary to form the employees' new basic salary for that year.

For purposes of greater clarity, the following examples will govern the calculation of the percentage difference to be applied to an employee's basic salary:

	Eg. 1	Eg. 2
#1. Salary increase:	2%	2%
#2. CPI:	3%	4%
#3. CPI less 1%:	2%	3%
#4. Adjustment to basic salary for year (ie: #3 - #1 = basic salary adjustment)	0%	1%
#5. Lump sum payment (ie: #3 - #1 = basic salary adjustment)	0%	1%

**ARTICLE 36 - TERM OF AGREEMENT**

- (a) **EFFECTIVE DATE** - This Agreement shall be binding and remain in effect from January 1, **2019** to December 31, **2022** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least one month prior to the 31st day of December in any year that it desires its termination or amendment.
- (b) **CHANGES IN AGREEMENT** - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

The parties agree that 200 pocket-sized contracts will be produced and cost-shared on a 50-50 basis between the Employer and the Union.

- (c) **NOTICE OF CHANGES** - Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) days and sixty (60) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- (d) **AGREEMENT TO CONTINUE IN FORCE** - Where such notice requests revisions only the following conditions shall apply:
  - (1) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
  - (2) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.
  - (3) The parties agree that rather than follow the *P.E.I. Labour Act* in respect to Strikes and Lockouts, they will refer all outstanding issues to binding arbitration as provided in the Act.

## **ARTICLE 37 - WORKERS COMPENSATION BENEFIT**

While an employee is in receipt of a wage loss benefit pursuant to the *Workers Compensation Act*, R.S.P.E.I. 1988, W-7.1, as amended from time to time (the "Act"), the employee shall receive from the City a wage loss benefit supplement equal to the difference between the maximum wage loss benefit payable pursuant to the Act and the employee's net average earnings before the accident, provided that any wage loss benefit supplement paid by the City does not result in a reduction of the wage loss benefit paid to the employee pursuant to the Act. The wage loss benefit supplement will be in the form of a bi-weekly cash payment, and if necessary, payment of the employee's share of certain benefits, as determined by the City. A wage loss benefit supplement will only be paid by the City while an employee is receiving a wage loss benefit under the Act, and for a maximum period of two continuous years from the date wage loss benefits are first paid to the employee pursuant to the Act.

### **ARTICLE 38 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES**

An employee who has severed the employee's employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

SIGNED SEALED AND DELIVERED this 6<sup>th</sup> day of ~~March~~ <sup>APRIL</sup>, 2022 in the presence of:

Blaug  
Witness

PER: [Signature]  
MAYOR

Blaug  
Witness

PER: [Signature]  
CHIEF ADMINISTRATIVE OFFICER

SIGNED SEALED AND DELIVERED this 6<sup>th</sup> day of ~~March~~ <sup>APRIL</sup>, 2022 in the presence of:

Blaug  
Witness

PER: [Signature]  
PRESIDENT LOCAL 501

Blaug  
Witness

PER: [Signature]  
CHIEF SHOP STEWARD,  
LOCAL 501

**SCHEDULE "A"**

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>January 1st</b>	<b>January 1st</b>	<b>January 1st</b>	<b>January 1st</b>	<b>January 1st</b>
		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b><u>RECREATION DEPARTMENT</u></b>					
Chief Power Engineer	\$63,729.19	\$65,003.78	\$66,303.85	\$67,629.93	\$68,982.53
Power Engineer	\$54,670.58	\$55,763.98	\$56,879.26	\$58,016.85	\$59,177.19
Ice Maker	\$63,298.76	\$64,564.73	\$65,856.02	\$67,173.14	\$68,516.60
Assistant Ice Maker	\$54,006.58	\$55,086.71	\$56,188.45	\$57,312.22	\$58,458.46
Event Maintenance Technician	\$54,006.58	\$55,086.71	\$56,188.45	\$57,312.22	\$58,458.46
Maintenance Person	\$51,517.30	\$52,547.64	\$53,598.59	\$54,670.56	\$55,763.97
Playground Inspector/Maintenance Person	\$52,939.94	\$53,998.74	\$55,078.71	\$56,180.29	\$57,303.89
<b><u>PUBLIC WORKS DEPT.</u></b>					
Mechanic	\$62,766.91	\$64,022.26	\$65,302.71	\$66,608.76	\$67,940.94
Mechanic II	\$61,378.46	\$62,606.02	\$63,858.14	\$65,135.30	\$66,438.01
Machine Operator	\$56,359.27	\$57,486.45	\$58,636.18	\$59,808.90	\$61,005.08
Truck Driver/Helper	\$51,517.30	\$52,547.64	\$53,598.59	\$54,670.56	\$55,763.97
Maintenance Person	\$51,517.30	\$52,547.64	\$53,598.59	\$54,670.56	\$55,763.97
Asset and Operations Monitor	\$51,517.30	\$52,547.64	\$53,598.59	\$54,670.56	\$55,763.97
Asst. Maintenance Person	\$50,267.43	\$51,272.76	\$52,298.23	\$53,344.18	\$54,411.07
Sweeper	\$50,267.43	\$51,272.76	\$52,298.22	\$53,344.18	\$54,411.07
Meter Person	\$63,298.68	\$64,564.65	\$65,855.95	\$67,173.07	\$68,516.53
Utility	\$56,359.27	\$57,486.45	\$58,636.18	\$59,808.90	\$61,005.08
<b><u>CLERICAL</u></b>					
Receptionist	\$43,033.78	\$43,894.46	\$44,772.34	\$45,667.79	\$46,581.15
Administrative Clerk	\$51,462.99	\$52,492.26	\$53,542.10	\$54,612.95	\$55,705.20
Steno Clerk	\$51,414.30	\$52,442.58	\$53,491.43	\$54,561.26	\$55,652.48
Librarian	\$52,130.23	\$53,172.84	\$54,236.29	\$55,321.02	\$56,427.44

## **MEMORANDUM OF AGREEMENT – SWEEPERS' SCHEDULE**

It is agreed by the parties that:

1. On a rotating basis, equivalent in a **one (1)** month scheduling period, each week one-half ( $\frac{1}{2}$ ) the complement of budgeted permanent sweepers will be offered a schedule with Sundays and Saturdays off.
2. Upon sixty (60) days written notice either party may notify the other party of their intention to eliminate the rotating shift schedule.
3. During the sixty (60) day notice period a reasonable effort will be made by the parties through the Mutual Interest Forum to reach an agreement on a rotating shift schedule.

**MEMORANDUM OF AGREEMENT – EI REBATE/HEPATITIS  
VACCINE/LITERACY**

It is agreed by the parties that the City will make application to Human Resources Development Canada for the Employment Insurance Reduced Premium rate. If approved, the total amount of the reduction will be dedicated to the Hepatitis B Vaccine for permanent employees. Any surplus funds remaining at the end of the fiscal year will be dedicated to Workplace Education in the following year.

## **SCHEDULE "B" - PROVISIONS FOR SEASONAL EMPLOYEES**

This Schedule shall become and form part of the Collective Agreement between the parties.

### **PURPOSE OF THE AGREEMENT:**

- (a) Whereas it is the desire of both parties to this Agreement:
- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
  - (2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - (3) To encourage efficiency in operation.
  - (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (b) 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 agreement. Now, therefore, the parties agree as follows:

### **ARTICLE B1 - MANAGEMENT RIGHTS**

The Union acknowledges that it is the function of the Employer subject to the terms and conditions of this Agreement to hire, promote, demote, transfer, train and determine duties of employees and also the right of the Employer to discipline or discharge an employee for just cause, provided that such action may be the subject of a grievance and dealt with as provided elsewhere in this Agreement.

### **ARTICLE B2 - NO DISCRIMINATION**

- (a) The Union and the Employer and the employees of the City of Charlottetown represented by such Union agree that there will be no intimidation, interference, restraint, or coercion exercised or practiced with respect to any employee of the Employer by any of its members or representatives.
- (b) Equal pay for equal work - The principle of equal pay for equal work will apply regardless of sex.
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### **ARTICLE B3 - RECOGNITION AND NEGOTIATIONS**

**BARGAINING UNIT** - The Employer recognizes the Canadian Union of Public Employees, Local 501, as the sole and exclusive collective bargaining agent for employees identified in the Union's Certification Order, as it may be amended from time to time, save and accept those persons deemed not to be employees within the bargaining unit by virtue of Section 7(2) of the *Labour Act*, S.P.E.I. Cap. 1988 L-1.

### **ARTICLE B4 - DEFINITIONS**

- (a) **PERMANENT EMPLOYEE** – is an employee who holds a classification pursuant to Schedule A and who has completed the employee's probationary period.
- (b) **PROBATIONARY PERIOD** - is the period of employment from the time of hiring and is considered to be 120 working days. This definition shall not include seasonal and casual employees.
- (c) **SEASONAL EMPLOYEE** - is an employee who has accumulated more than six thousand, two-hundred and forty (6240) hours of work and is hired for a specified and limited period of time in any particular year.
- (d) **ENTRY LEVEL SEASONAL EMPLOYEE** – is any new seasonal employee hired who shall receive the Entry Level Seasonal Employee rate of pay as contained in Appendix "1" until such time as the employee attains six thousand two hundred and forty (6240) hours of employment with the Employer.

Entry Level Seasonal Employees shall not be placed on any recall list pursuant to Article B16 of this Schedule and Appendix 4 of this Agreement.

- (e) **CASUAL EMPLOYEE** - includes a student of any school, college, academy or university who takes employment of a temporary nature with any City Department.
- (f) Words importing male persons shall include female persons and vice-versa.

## **ARTICLE B5 - SEASONAL EMPLOYEES**

Seasonal employees of the Employer, after twelve (12) months continuous employment, shall become permanent employees of the Employer. All those present seasonal employees, who have acquired at least twelve (12) months continuous employment with the Employer shall, upon the commencement of this Schedule, become permanent employees of the Employer.

## **ARTICLE B6 - UNION SECURITY**

All employees of the Bargaining Unit pursuant to Article B3 shall, as a condition of continued employment become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

Seasonal employees, upon being hired, shall pay the equivalent of Union dues monthly to the Union and shall be made aware of this condition before being employed by the Employer. Seasonal employees shall be paid the wages set out in APPENDIX "1" to this Schedule.

## **ARTICLE B7 - CHECK-OFF**

- (a) The Employer agrees, with respect to each of the employees covered by this Agreement, to deduct from the wages of such employees all Union dues, initiation fees, and assessments from time to time levied by the Union on its members and these shall be transmitted monthly to the Union accompanied by a list of employees showing contributions.
- (b) DUES RECEIPT - At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each member in the previous year.

## **ARTICLE B8 - REPRESENTATION AND BARGAINING COMMITTEE**

- (a) REPRESENTATION - 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 its officers. Similarly, the Employer will supply the Union with a list of its supervisory or
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other personnel with whom the Union may be required to transact business.

- (b) BARGAINING COMMITTEE - A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer, as appointees of the Employer, and not more than six (6) members of the Union, as appointees of the Union. Both parties will advise each other of their appointees. Membership in the Bargaining Committee will remain unchanged during the course of negotiations. Either side may bring advisors to the negotiations to assist them with particular items of discussion.
- (c) FUNCTION OF THE BARGAINING COMMITTEE - All matters pertaining to the interpretation, amendment and/or negotiations at the term of this Agreement, shall be referred to the Bargaining Committee for discussion and settlement as well as collective bargaining on operational problems, rates of pay, hours of work, working conditions, etc.

#### **ARTICLE B9 - LABOUR MANAGEMENT**

- (a) A LABOUR MANAGEMENT CO-OPERATION COMMITTEE – A Labour Management Cooperation Committee shall be established consisting of five (5) representatives appointed by the Employer and five (5) employees appointed by the Union. When required by either party, additional accredited representatives of either party, on invitation by the party requiring such representatives, will be permitted to attend committee meetings. The committee shall enjoy the full support of both parties to this Agreement in the interest and maximum service to the public.
- (b) MEETINGS OF COMMITTEE - In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) days after the request has been given.
- (c) TIME OFF FOR MEETINGS - Any representative of the Union on the Bargaining Committee or the Labour Management Co-operation Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration. If a meeting is initiated by the Union, then the Union shall notify the appropriate Department Head at least three (3) days prior to any meeting to be held.

- (d) Function of Joint Labour Management Committee
- i. The Committee shall concern itself with the following general matters:
  - ii. Improving service to the public.
  - iii. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
  - iv. Increasing operating efficiency.
  - v. Reviewing suggestions from employees, questions of working conditions (excluding ongoing grievance matters).
  - vi. Correcting conditions causing grievances and misunderstandings.
- (e) Chairperson of the Meeting – An Employer and Employee representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The meeting chairperson shall be responsible for preparing and circulating the agenda for the meeting, in consultation with the joint chairperson.
- (f) Minutes of Meeting - Minutes of each meeting of the Committee shall be prepared by the presiding joint chairperson, or an alternate person approved for taking minutes by the joint chairpersons, within 30 days after the close of the meeting. A standing Committee meeting agenda item shall be the presentation of the minutes of the last Committee meeting for adoption.
- (g) TECHNICAL INFORMATION — The Employer shall make available to the Union, on request, a list of employees in the Bargaining Unit by job classification and rate, job descriptions and details of pension and welfare plans.

#### **ARTICLE B10 - GRIEVANCE PROCEDURE**

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer within seven (7) days of appointment.
- (b) Should a dispute arise between the Employer and the Union or its employees regarding interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner provided that no matters specifically excluded from arbitration shall be subject to this Article.

STEP 1 - A member of the Grievance Committee of the Union together with the employee(s) concerned shall within fifteen (15) days after the date on which the action or circumstances giving rise to the violation of this Agreement occur, communicate with the employee's supervisor, for the purpose of trying to resolve the dispute.

STEP 2 - Failing satisfactory settlement of the dispute in Step 1, within fifteen (15) days after communication with the employee's supervisor in Step 1, the employee(s) concerned, together with a member of the Grievance Committee of the Union, shall submit to the Human Resources Manager, a written statement of the particulars of the grievance and the redress sought. The Employer shall hold a meeting with the Union and the grievor(s) to discuss the grievance and shall render a decision in writing within fifteen (15) days after receipt of the grievance.

STEP 3 – Failing a satisfactory reply from the Employer at Step 2 within thirty (30) working days of receipt of the response from the Employer described in Step 2, refer the grievance to arbitration by notice in writing to the Employer.

- (c) Where the dispute involves general application or interpretation, the City Administrator may agree to by-pass all or any of Steps 1 and 2 of this Article and go directly to the Employer for Arbitration.
  - (d) Grievances and replies to grievances shall be in writing at all Steps.
  - (e) Grievances settled satisfactorily within the time allowed shall date from the time that the violation occurred.
  - (f) The Employer shall supply the necessary facilities for the grievance meeting.
  - (g) A grievance under this Agreement shall be defined as a difference or dispute relating to the interpretation, application, administration, or alleged violation of this Agreement between the Employer and any Union employee(s) or a case where the Employer has been said to have acted unjustly.
  - (h) When the parties submitting a grievance fail to adhere to the prescribed time limits, the grievance shall be deemed to be abandoned and all right of recourse to the grievance procedure shall be at an end, unless the time limits prescribed in the grievance procedure are varied by consent of the Union and the Employer both acting reasonably.
  - (i) REPRESENTATIVE OF CANADIAN UNION - The Union shall have the right at any time to have the assistance of representatives of the Canadian
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Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access, in company with a member of the Employer's Human Resources Department during normal City office hours, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- (j) Whenever a difference or dispute relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Employer and the employees and/or the Union, either party may, after complying with the provisions as set forth in Steps 1 to 3 of the Grievance Procedure, submit the matter to Arbitration.
- (k) An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a meeting under this Article at Step 2. Step 1 of the Grievance Procedure shall be omitted.

#### **ARTICLE B11 - ARBITRATION**

- (a) **COMPOSITION OF BOARD OF ARBITRATION** - When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other party of the Agreement indicating the name of its nominee on an Arbitration Board. If it is mutually satisfactory to both parties a single arbitrator may be used. Otherwise, within five (5) days thereafter the other party shall answer by mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then consult to select an impartial Chairperson. If further time is requested, it shall be mutually agreed upon.
- (b) **FAILURE TO APPOINT** - If the recipient of the notice fails to appoint a nominee or if the two nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister responsible for Labour, upon request by either party.
- (c) **ARBITRATION PROCEDURE** - The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time the Chairperson is appointed.
- (d) **DECISIONS OF THE BOARD** - The decision 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, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions;

however, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable. Similarly, if a single arbitrator is used, the single arbitrator's decision shall be final and binding and enforceable on all parties according to the provisions of this paragraph.

- (e) DISAGREEMENT ON DECISION - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.
- (f) EXPENSES OF THE BOARD - Each party shall pay:
  - (1) The fees and expenses of the nominee it appoints.
  - (2) One-half (½) the fees and expenses of the Chairperson.
- (g) AMENDING TIME LIMITS - The time limits prescribed for the arbitration procedures may be extended by consent of the Union and Employer.
- (h) WITNESSES - At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator and nominees to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **ARTICLE B12 – RAINY DAY POLICY AND SHIFT PREMIUM**

- (a) RAINY DAY POLICY – A seasonal employee who reports for duty at the beginning of the work day and is sent home by the supervisor because of inclement weather, shall receive a minimum of two (2) hours pay at the regular rate. If the employee reports for duty in the second half of the employee's shift and is instructed by the supervisor that work is not available, the employee shall be paid an additional two (2) hours at the regular rate.
- (b) Effective December 31, 2012, employees whose shifts are scheduled to begin between 4:00 P.M. and 5:00 A.M. will receive fifty (50) cents per hour premium pay for all hours worked on these shifts. The shift premiums shall not apply to calculating benefits other than wages.

## **ARTICLE B13 - OVERTIME**

- (a) **OVERTIME DEFINED** - All time worked beyond the normal work day, the normal work week shall be considered as overtime.
- (b) **OVERTIME RATES** - Shall apply for work as follows:
- (1) On a regular work day - time and one-half.
  - (2) On a regular scheduled day off - double time.
- (c) **ON CALL PAY** - When an employee is advised that the employee is on call, that is, immediately available by direct telephone contact, the employee shall be paid straight time wages in accordance with the following schedule:
- Monday to Saturday inclusive - 4 hours pay per day.  
Sundays - 8 hours pay per day.  
Holidays listed in Article B17 (a) - 8 hours pay per day.
- All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article B13. On call duty shall be equally divided among the qualified employees.
- (d) **MINIMUM CALL BACK TIME** — A seasonal employee, other than an 'on call' employee under Article B13(c), who is called in to work outside the employee's regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regular scheduled hours and the work the employee is called in to do.
- (e) **OVERTIME DISTRIBUTION** – Callouts for any overtime shall be carried out in each department in the following order by seniority, i.e, senior employees first, second, and so on.
- 1) Permanent employees within the classification required for overtime.
  - 2) Other qualified permanent employees.
  - 3) Qualified seasonal employees.

By mutual agreement between the Employer and the Union an alternate callout schedule may be arranged. Either party shall serve a thirty (30) day notice in the event of a change in their position on any mutual agreement.

The establishment of the qualifications to operate specific pieces of equipment, and/or to perform the duties of a particular classification, for

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the purpose of overtime callout, shall be the responsibility of the Employer. When establishing these qualifications, the Employer shall put the qualifications in writing to the Union. Such qualifications shall not be unreasonable for the work duties required and shall not be created in an arbitrary or discriminatory manner.

Any disagreement on qualifications shall be referred to the Mutual Interest Forum or dealt with under Article 10 in the Collective Agreement.

(f) **The deployment of both ELS and Seasonal employees, during the period starting April 1<sup>st</sup> of each year and ending on November 30<sup>th</sup> of each year, shall be governed by the following continuation of work principles:**

**(1) "Continuation of work" shall mean up to two (2) hours of overtime work beyond the employee's regularly scheduled hours of work for ELS and Seasonal employees working on the crew they are normally assigned to during their period of recall and during their regular working day.**

**(2) Where ELS or Seasonal employees are engaged in work during their regular hours of work and the work cannot be completed during the employees' regular hours of work, to ensure an uninterrupted flow of work, in instances where there is a time urgent nature to the work or a job being worked on cannot be completed during the regular working day, the ELS or Seasonal employees who were doing the work can be retained on overtime to complete the work for a period not to exceed two (2) hours.**

**(3) If the work to be completed will take longer than two hours, overtime work shall be distributed in accordance with Articles 13 and B13(e).**

**(4) For clarity, this provision does not apply to any planned overtime work, without the approval of the Union.**

#### **ARTICLE B14 - PROMOTIONS AND APPOINTMENTS**

(a) **SENIORITY - Candidates undergoing tests for promotion and appointment shall be given one (1) point for each year of service beginning after three (3) years to a maximum of ten (10) points. Successful candidates shall be**

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placed on an Eligibility List which shall remain in effect for one (1) year. For the purpose of this Article the seniority of a permanent employee shall be deemed to be greater than that of a seasonal employee. For the purpose of this Article the seniority of a seasonal employee who has attained six thousand two hundred and forty (6240) hours of employment with the Employer shall be deemed to be greater than the seniority of a seasonal employee with less than six thousand two hundred and forty (6240) hours of employment with the Employer. At no time will the seniority of an entry level seasonal employee be deemed to be greater than the seniority of a seasonal employee.

- (b) **APPOINTMENT OR PROMOTION** - The Selection Committee shall determine which applicant(s) will be hired based on an evaluation of the applicant(s) relative qualifications, skills and abilities in relation to the position sought. Where the qualifications, skills and abilities of two or more applicants are equal, the senior applicant will be appointed. All appointments shall be made within thirty (30) days of the date of the Selections Committee's determination of the successful applicant.
- (c) **EMPLOYER'S RIGHT** - Notwithstanding the above, it shall be the City's right to hire the best qualified person for a specific job when time is of the essence.
- (d) The Labour Management Committee shall meet on request of Local 501 to deal with concerns of seasonals relative to the above section.

#### **ARTICLE B15 – SENIORITY**

- (a) Seniority for the purpose of promotions, transfer and layoff of seasonal employees shall be based on date of hire as a seasonal employee with no break in their service which would result in loss of seniority pursuant to Article B15 (d).
- (b) For the purpose of annual recall as outlined in Article B16 and Appendix 4, should a seasonal employee lose any hours during a work week because of the Employer's decision to request the employee to remain home during inclement weather conditions, the employee shall still be credited for the hours not worked because of the Employer's decision to send the employee home, and the employee's accumulation of hours towards 6240 shall not be affected and the hours will be credited to the employee's accumulation for the full week's work. (An example - only worked 30 hours because of bad weather - employee given credit for 40 hours for seniority purposes). Seniority of all seasonals shall be calculated from the first date of hire.

- (c) **PROBATIONARY EMPLOYEES** - Newly hired seasonal employees shall be considered probationary for six (6) months or any combination of months which accumulate to six (6), whether in a continuous or interrupted form. During the probationary period, seasonal employees shall be entitled to all rights and privileges contained in this Schedule. Following successful completion of the probationary period, seniority shall be effective from the original date of employment.
- (d) **LOSS OF SENIORITY** - A seasonal employee shall lose any accrued seniority in the event:
- (i) the seasonal employee received less than a satisfactory performance evaluation in any calendar year or is discharged for just cause and not reinstated;
  - (ii) the seasonal employee resigns;
  - (iii) the seasonal employee is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible;
  - (iv) the seasonal employee fails to return to work on the effective date of recall unless through sickness or just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and phone number;
  - (v) the seasonal employee is laid off for a period longer than one (1) calendar year.

#### **ARTICLE B16 - RECALL LIST**

- (a) All seasonal employees shall be placed on a departmental recall list. The departmental recall lists shall be administered by the Employer and shall provide for the **date of hire** of each seasonal employee.
- (b) Recall of seasonal employees pursuant to sub-section (c) herein is conditional upon the following:
- (i) the seasonal employee having achieved a satisfactory or better performance evaluation in the previous calendar year;
  - (ii) the seasonal employee having the required qualifications, skill and ability for the position;
  - (iii) availability of work, as determined by the Employer.

- (c) Subject to Section (b) herein the recall of seasonal employees shall be conducted pursuant to Appendix 4.

**ARTICLE B17 - HOLIDAYS**

- (a) The following shall be considered holidays and shall be paid for at the regular rates of pay to employees who are not obliged to perform services on such days providing the employee works the working day before and the working day after the holiday:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Easter Monday
Islander Day	

And all such days approved by special proclamation of the Governor General of Canada, the Lieutenant Governor of Prince Edward Island or the Mayor of the City of Charlottetown, P.E.I.

- (b) All employees called upon to work on any holiday as defined in Article B17 (a) of this Agreement, except for New Year's Day and Christmas Day, will be compensated for all time worked at one and one-half (1 ½) times the pro rata rate in addition to the regular days' pay allowed for the holiday.
- (c) All employees called upon to work New Year's Day and Christmas Day will be compensated for all time worked at two times the pro rata rate in addition to the regular day pay allowed for the holiday.

**ARTICLE B18 – VACATION PAY**

In lieu of vacation entitlement, seasonal employees shall receive 4% vacation pay on each pay cheque.

**ARTICLE B19 – SICK LEAVE**

- (a) Effective June 16<sup>th</sup>, 2009, all seasonal employees who have accumulated more than 6240 hours of work as a seasonal employee, or who later accrue more than 6240 hours of work as a seasonal employee, will thereafter accrue one day of sick leave for each 173 seasonal hours worked. The accrual will be capped at two hundred (200) days. If a

seasonal employee with accrued sick leave becomes a permanent employee, the sick leave accrued shall be retained and the employee shall thereafter accrue additional sick leave as a permanent employee in accordance with Article 19. If a seasonal employee ceases to be employed with the Employer and has accrued sick leave at the time employment ceases, the sick leave ceases to exist, has no value, and cannot be cashed out or otherwise used by the departing seasonal employee.

- (b) PROOF OF SICKNESS – After three (3) consecutive days or ten (10) cumulative days sick leave in any one (1) calendar year, an employee may be required to produce a certificate from a qualified medical practitioner for any further illness during that calendar year.

#### ARTICLE B20 - LEAVE OF ABSENCE

- (a) FOR UNION BUSINESS - Where permission has been granted to a representative of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) UNION CONVENTIONS - Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer to not more than two (2) employees elected or appointed to represent the Union at Union Conventions, seminars or workshops. Such time shall not exceed a total of five (5) working days in any calendar year for any one employee. At any one time, not more than one (1) person can be absent per department to attend Union conventions, seminars or workshops unless otherwise approved by the Department Head. **A third person from any Department may be permitted leave under this section if operations permit, subject to the approval of the Department Manager.**
- (c) BEREAVEMENT LEAVE – A seasonal employee may be granted up to three (3) days leave without loss of wage or benefits in the case of death of a parent, spouse, brother, sister, child, father-in-law, mother-in-law, **grandparent, grandchild, former guardian, brother-in-law, sister-in-law**, common-law spouse or any second degree relative who has been residing in the same household. At the discretion of the management, if there are delays in the funeral or other such extenuating circumstances the employee may be granted up to three (3) additional days' leave without loss of wage or benefits.

## **ARTICLE B21 – MATERNITY/ADOPTION/PARENTAL LEAVE**

The parties recognize the maternity/adoption/parental leave provisions as specified in the *Employment Standards Act* of Prince Edward Island for any and all issues not covered by this Collective Agreement.

## **ARTICLE B22- PRINCIPLE OF INNOCENCE AND DISCIPLINARY PROCEDURE**

- (a) **PRINCIPLE OF INNOCENCE** - Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed the employee's probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- (b) **DISCIPLINE PROCEDURE** - The employee shall be notified in writing, within fifteen (15) days of the event, of any action and/or penalty. The employee may be able to continue the employee's employment with all rights and privileges while the Employer takes the authorized necessary action or the employee may be suspended with pay until such time as the Employer decides what action or penalty is to be assessed. Any such penalty assessed shall be served after the decision and any prior suspension shall not constitute part of the penalty. Should the employee feel that the Employer has not dealt with the employee properly, the employee may follow the grievance procedure outlined in this Agreement.
- (c) **BURDEN OF PROOF** - In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.
- (d) **WARNINGS** - Whenever the Employer or the Employer's authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Employer shall, within fifteen (15) days thereafter, give written particulars of such censure to the employee involved.
- (e) **ADVERSE REPORT** - The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within fifteen (15) days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint, or accusation

which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

- (f) Upon the employee's request any notice of disciplinary action which may have been placed on the employee's personal file shall be removed after the seasonal employee works one hundred and four (104) work weeks since the disciplinary action was taken.
- (g) An employee who is charged shall receive a copy of all formal charges against the employee within a reasonable period prior to any hearing of such charge.
- (h) An employee shall have the right to have a Union Steward or other Union representative present at any hearing before the Employer where such employee is being considered for discipline.

#### **ARTICLE B23 - GENERAL CONDITIONS**

- (a) **BULLETIN BOARDS** - The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- (b) **INDEMNITY** - Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of the employee's assigned duties but not for the employee's own negligence or wrong doing if found guilty or negligent by an independent third party; i.e. a court, judge, arbitration board or arbitrator.

#### **ARTICLE B24 - SAFETY AND HEALTH**

- (a) **COOPERATION ON SAFETY** - In conjunction with the *PEI Occupational Health and Safety Act* the Employer and the Union shall cooperate in following and improving procedures as well as ensuring proper equipment and training is provided which will afford protection to employees in the performance of their duties.
- (b) **FIRST AID KITS** - A first aid kit shall be supplied by the Employer to each mobile unit of the Employer.

- (c) All employees shall have the right to know the contents of the material with which they work and the identification and effects of said material as outlined in the *Occupational Health and Safety Act*.
- (d) All employees shall have the right to refuse in accordance with the *Occupational Health and Safety Act* of the Province of P.E.I. when proclaimed.
- (e) **EMPLOYEE REHABILITATION** - Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcoholism or drugs to undergo a coordinated program directed to the objective of their rehabilitation.
- (f) **MEDICAL EXAMINATION** - The Employer reserves the right to have all employees submit to a complete medical examination including any special consultations or re-examinations which may result therefrom. These examinations will be made at the Employer's expense by a doctor or doctors appointed by the Employer. In the event that an employee is found not medically fit for the employee's present employment, the employee will, where possible, be assigned other work within the bargaining unit.

#### **ARTICLE B25 - TRAINING & COURSES**

- (a) **The Employer shall post notice of any Departmental training courses and certification programs. The posted notice shall contain the following information:**

**Type of course, time duration and location of course, basic minimum qualifications required.**

**This notice shall be posted for a period of two (2) weeks, where possible, to afford all interested employees in the Department an opportunity to provide expression of interest. Where the two (2) weeks are not possible the notice must be posted for at least one (1) week.**

- (b) **Upon the signing of this Agreement Training Committees – one for each of the Public Work, Recreation and Clerical Departments – will be established consisting of the following:**
    1. **The Manager of the Department, or their designate and one other person chosen by the Employer;**
    2. **Two bargaining unit employees of the Department selected by the Union.**
-

3. The committee appointments shall be for two (2) years after which the Union and Employer will identify who will be appointed for the following two (2) years. For clarity either side may re-appoint the same committee members if they chose.

The Committee shall be responsible for the selection of employees to attend training courses.

Selection of employees to attend training courses shall be on the basis of:

1. Furthering the professional development of an employee within their classification.
2. Need to know because of the employee's job position.
3. Employees who seek to improve qualifications for advancement with the City within their bargaining unit (i.e. cross training, excluding obtaining any required driver's licenses);
4. Such other criteria as the Committee shall determine.
5. Selection shall be by unanimous decision of the Committee. Where the Committee cannot reach unanimous agreement on who the candidate(s) should be, or the candidate(s) selected by the Committee is/are unable to attend, the Committee may select another candidate(s) to attend.
6. The parties agree that the Committees shall continue until December 30<sup>th</sup>, 2022 unless otherwise mutually agreed between the parties to extend them.

#### **ARTICLE B26 - CLOTHING**

A seasonal employee shall receive gloves, safety pants, hard hat, and hearing protection as required by the Employer to perform the duties of the employee's job.

#### **ARTICLE B27 – GROUP HEALTH AND DENTAL**

The Employer shall pay one-half (½) of each seasonal employee's assessment for both Group Health and Dental Plan. While in receipt of the Entry Level

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Seasonal Employee rate of pay, there shall be no entitlement to the Group Health and Dental Plan.

#### **ARTICLE B28 – CREW LEADER ASSIGNMENT**

A seasonal employee who has been assigned by the Department Head or designate to undertake supervisory responsibilities over other employees for at least two consecutive working days, which responsibilities are outside the seasonal employee's normal duties, shall be paid an additional fifty (50) cents per hour. Effective December 31<sup>st</sup>, 2018 the Crew Leader additional pay shall increase from fifty (50) cents per hour to seventy-five (75) cents per hour. This additional rate of pay shall be retroactive from the point the employee was assigned by the Department Head or designate to this supervisory position. The title of "Crew Leader" shall be as defined in Appendix "7" of this Agreement.

#### **ARTICLE B29 - JOB SECURITY**

- (a) All job classifications listed in Appendix "1" attached hereto shall remain in force for the duration of this Agreement. Furthermore, any job presently being performed by members of the bargaining unit shall not be contracted out during the lifetime of this Agreement.
- (b) WORK OF THE BARGAINING UNIT - Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of pay of any employee.

#### **ARTICLE B30 - COST OF LIVING DIFFERENTIAL**

In any year where the Consumer Price Index as determined by Statistics Canada for the Province of Prince Edward Island (CPI) is more than one percentage point greater than any salary increase for that year, the City shall calculate the dollar difference between the salary increase and CPI less one percent (CPI - 1%) and shall:

- (a) pay the dollar difference to the employee in a lump sum within forty-five (45) days of the issuing of the CPI by Statistics Canada; and
- (b) add the dollar difference to the employees' basic salary to form the employees' new basic salary for that year.

For purposes of greater clarity, the following examples will govern the calculation of the percentage difference to be applied to an employee's basic salary:

	Eg. 1	Eg. 2
#1. Salary increase:	2%	2%
#2. CPI:	3%	4%
#3. CPI less 1%:	2%	3%
#4. Adjustment to basic salary for year (ie: #3 - #1 = basic salary adjustment)	<u>0%</u>	<u>1%</u>
#5. Lump sum payment (ie: #3 - #1 = basic salary adjustment)	0%	1%

**ARTICLE B31 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES**

An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

**APPENDIX 1**

**HOURLY RATES OF PAY FOR SEASONAL EMPLOYEES**

<b>SEASONAL EMPLOYEES</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
		<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b><u>SEASONALS</u> +/- 6240</b>	<b>\$20.70</b>	<b>\$21.12</b>	<b>\$21.54</b>	<b>\$21.97</b>	<b>\$22.41</b>
<b><u>ENTRY LEVEL</u> <u>SEASONALS</u></b>	<b>\$16.65</b>	<b>\$16.98</b>	<b>\$17.32</b>	<b>\$17.67</b>	<b>\$18.02</b>

**SCHEDULE "C"**

**CITY OF CHARLOTTETOWN**

**DRIVER'S LICENSE VERIFICATION & AUTHORIZATION**

Authorization / Check for the Calendar Year: \_\_\_\_\_

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Second Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Driver License No.: \_\_\_\_\_ Class: \_\_\_\_\_

License Expiry Date: \_\_\_\_\_

Are you currently charged with a driving offence, which may result in the cancellation or suspension of your license?

No \_\_\_\_\_ Yes \_\_\_\_\_

If "Yes", provide details: (reasons, charges, dates)

\_\_\_\_\_  
\_\_\_\_\_

I confirm by my signature that the information provided herein is correct and complete. I understand and agree that should my status as a licensed driver change at any point during my current term of employment, I am to advise the Employer of such change.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_

**DRIVER'S LICENSE VERIFICATION & AUTHORIZATION**

**FOR HUMAN RESOURCES USE ONLY**

Reason for check

\_\_\_\_\_

HR Staff Requesting Check: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR POLICE SERVICE USE ONLY**

License information verified – License valid Yes  No

\_\_\_\_\_

License Classification(s): \_\_\_\_\_

Verification Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 2

APPENDIX 2  
CONSTRUCTION, REPAIR AND  
REPLACEMENT OF  
SIDEWALKS

### MEMORANDUM OF AGREEMENT

**Between:**

The City of Charlottetown (the "Employer")

**And:**

The Canadian Union of Public Employees, Local 501 (Civic)  
(the "Union")

WHEREAS the parties have resolved to settle the definition of bargaining unit work with respect to the construction, repair and/or replacement of sidewalks in the City of Charlottetown;

AND WHEREAS the parties have agreed that upon the signing of this Agreement, Grievance #'s 37-2000 to 40-2000, 42-2000 to 43-2000, 47-2000, 49-2000 to 50-2000, 54-2000, 57-2000 to 58-2000, 60-2000 to 61-2000, 63-2000, 65-2000 to 66-2000, 69-2000 to 72-2000, 73-2000(2), 81-2000 to 82-2000 and 95-2000 and any other similar grievances that have been filed by the Union, are hereby deemed to be withdrawn and abandoned;

THE PARTIES AGREE AS FOLLOWS:

1. In this Agreement:

I "project length" shall be calculated in accordance with the following:

- a. by measuring, in accordance with Paragraph 1 (II) of this Agreement, the length of a continuous stretch of sidewalk, curb and/or sidewalk/curb combination as shown on the drawings attached hereto as Schedules "A" and "B", and which form part of this Agreement;
- b. where both curb and sidewalk run parallel to, but are not physically attached to each other along their length, including when the curb and sidewalk are on opposite sides of the street, by measuring the length of curb and sidewalk separately and adding those lengths together to determine the project length, as illustrated in Figures 1 and 3 of the attached Schedule "B"; and
- c. in measuring project length, all driveway widths are to be included and all street crossings are to be excluded, unless otherwise agreed to by the parties.

- II The word "continuous" when used to measure project length shall mean any uninterrupted stretch of sidewalk, curb and/or sidewalk/curb combination, which may start at any end or intermediate part of a block and which includes stretches of sidewalk continuing around street corners and/or which can be joined at a street corner crossing in such a path as a person may walk, including kitty corner or diagonal intersection crossings as shown on the attached Schedule "A" or at a legally designated pedestrian crossing located at intermediary points on a road, all of which may result in multiple pathways forming a continuous project length (i.e: a project length in a Y or X or +, etc. shape).
2. The parties agree the Employer shall retain the discretion to contract out the following sidewalk work, or, at the Employer's option, to direct bargaining unit employees to perform all or any part of the following work, and where such work is performed by bargaining unit employees, the Union shall not have a right to claim any such work as work of the bargaining unit:
    - I. First time sidewalk construction;
    - II. Sidewalk repair, replacement or construction under warranty from a contracted project;
    - III. Sidewalk repair, replacement or construction performed in conjunction with a project or development where the project or development work is carried out by a third-party developer or contractor; or
    - IV. Repair or replacement of existing City sidewalks where the project length is greater than that described as bargaining unit work in paragraph 3, below.
  3. The parties agree that the following work shall be work of the bargaining unit:
    - I Any repair or replacement of existing City sidewalks that is a project length of less than 125 meters, within the following boundaries:

Beginning at Pownal Street at or about the harbour and proceeding north to Euston Street (including both sides of Pownal Street); then

East along Euston Street to Prince Street (including both sides of Euston Street); then

South along Prince Street to at or about the Charlottetown Harbour (including both sides of Prince Street);

**But not including both sides of Sydney Street, Dorchester Street and King Street;**

as shown in the map attached hereto as Schedule "C", which schedule forms part of this Agreement.

- II Any repair or replacement work on the remainder of existing City owned sidewalks that is a project length of less than 300 meters.
4. The parties agree that on the date of signing this Agreement, Grievance #'s 37-2000 to 40-2000, 42-2000 to 43-2000, 47-2000, 49-2000 to 50-2000, 54-2000, 57-2000 to 58-2000, 60-2000 to 61-2000, 63-2000, 65-2000 to 66-2000, 69-2000 to 72-2000, 73-2000(2), 81-2000 to 82-2000 and 95-2000 and any other similar grievances that have been filed by the Union, are deemed to be withdrawn and abandoned.

DATED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, this 3<sup>rd</sup> day of July, 2001

Sharon Becken  
WITNESS

Sharon Becken  
WITNESS

CITY OF CHARLOTTETOWN  
[Signature]  
MAYOR

Harry Gaudet  
CHIEF ADMINISTRATIVE OFFICER

John Williams  
WITNESS

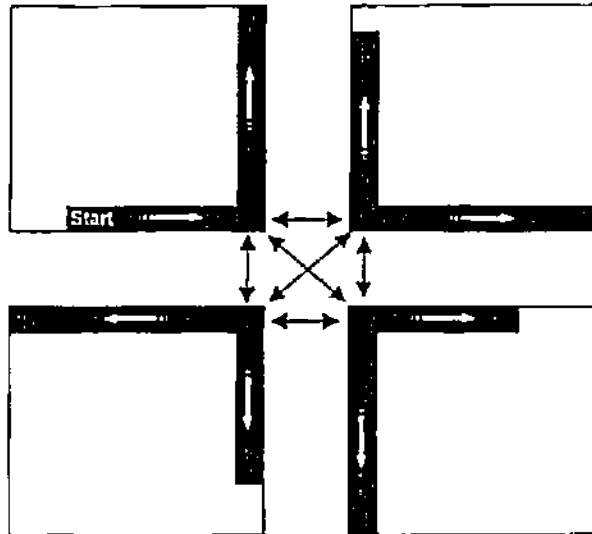
John Williams  
WITNESS

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 501

Randy Gallant

[Signature]

## SCHEDULE A



**SCHEDULE A**

A continuous project may start at any end or intermediate point of a block and continue, turning corners or crossing street intersections, in such a path as a person might walk including kitty corner or diagonal intersection crossings, all of which is illustrated in the diagram above.

A project can be continuous across any crosswalk or such legally designated pedestrian crossing that may be located at an intermediary point on a block.

Multiple pathways may end up being incorporated in a single project (i.e. a Y or X or +, etc. shaped path).

# SCHEDULE B

## SCHEDULE B

Figure 1

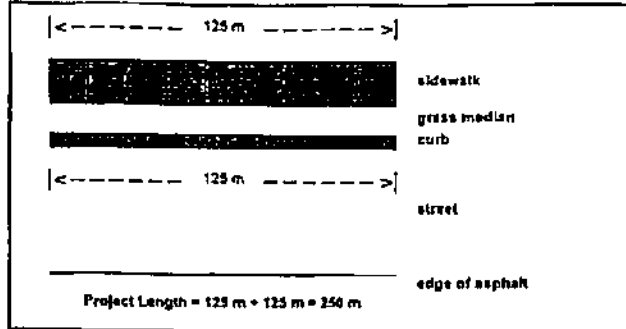


Figure 2

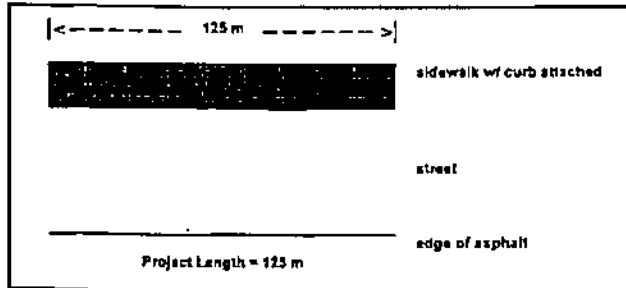


Figure 3

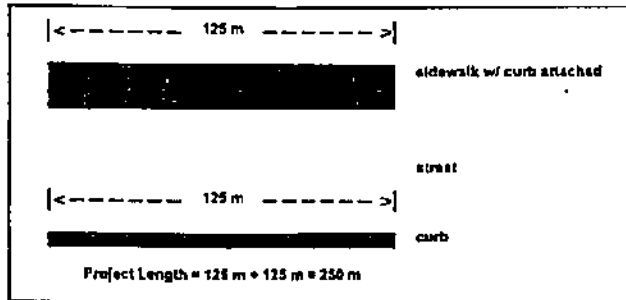
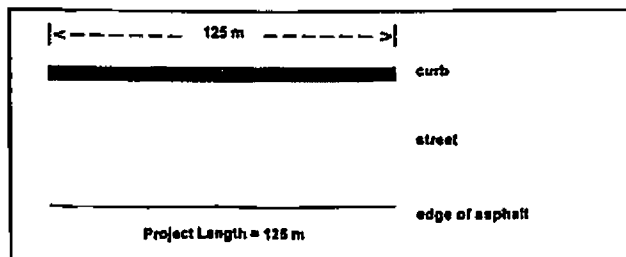
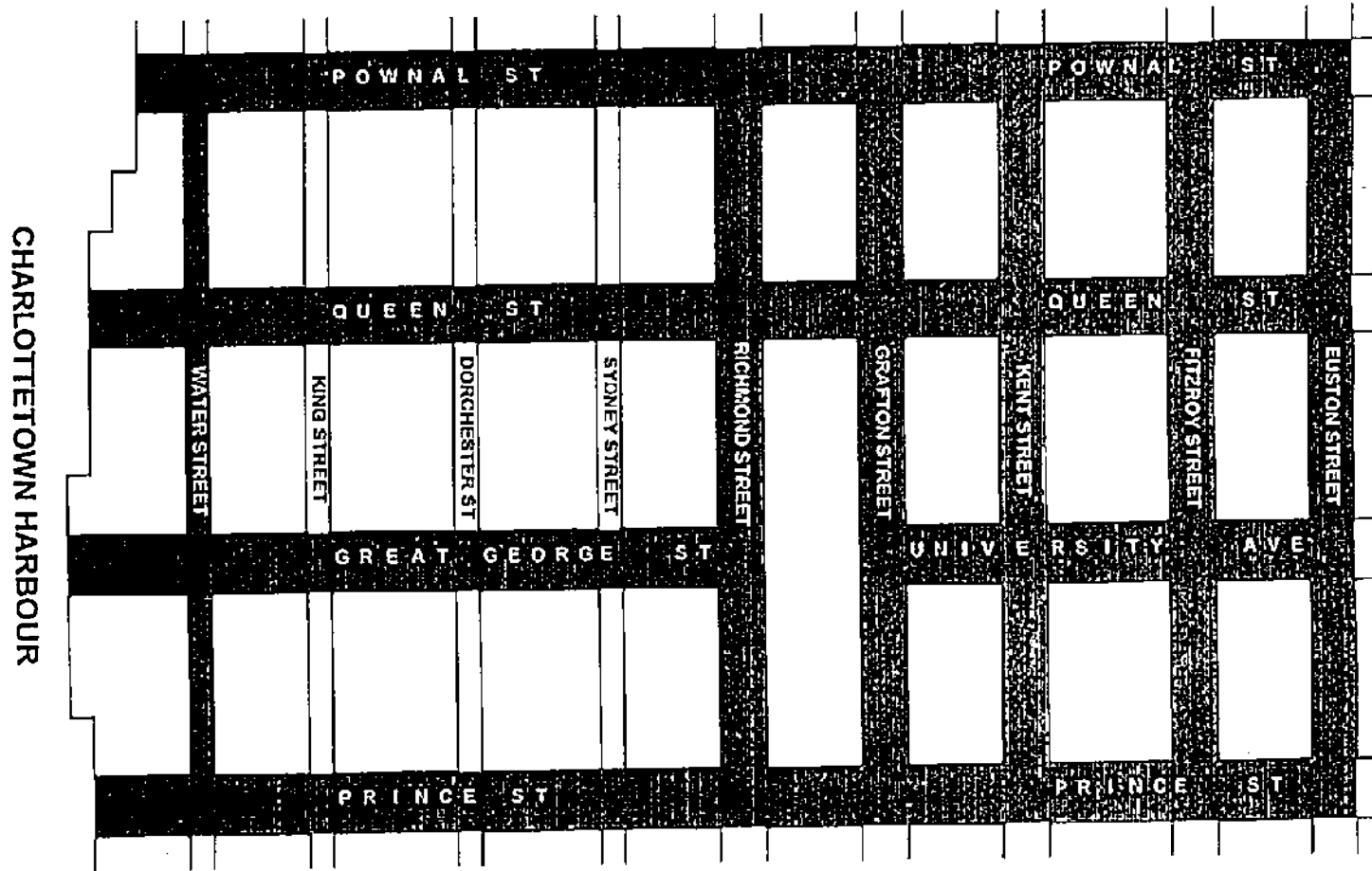


Figure 4



# SCHE JLE C



Shaded streets are those defined in Item #4 as Union work if the project length is less than 125 m

## APPENDIX 3

APPENDIX 3  
MECHANIZED SIDEWALK  
SNOWCLEARING AND DE-  
ICING

### MEMORANDUM OF AGREEMENT

Between: The City of Charlottetown (the "Employer")

And: The Canadian Union of Public Employees, Local 501 (Civic) (the "Union")

WHEREAS the parties have resolved to settle the definition of bargaining unit work with respect to the use of mechanized sidewalk snow clearing/de-icing equipment in the City of Charlottetown;

AND WHEREAS the parties have agreed that upon the signing of this Agreement, Grievance #'s 02-2000 to 05-2000, 10-2000 to 25-2000, 28-2000 to 32-2000, 34-2000 to 35-2000, 90A-2000, 94-2000, 97A-2000, 03-2001, 2J-2001, 05-2001, 08-2001, 11-2001, 16-2001, 20A-2001 and any other similar grievances that have been filed by the Union, are hereby deemed to be withdrawn and abandoned by the Union;

#### THE PARTIES AGREE AS FOLLOWS:

1. For the purposes of this Agreement, the use of mechanized sidewalk snow clearing/de-icing equipment within the following area of the City of Charlottetown is agreed to be bargaining unit work:

Beginning at or about the North River at Brighton Road and proceeding east along Brighton Road to North River Road, (including both sides of Brighton Road); then

Proceeding north along North River Road to Kirkwood Drive (including both sides of North River Road); then

Proceeding east along Kirkwood Drive to University Avenue (including both sides of Kirkwood Drive); then

Proceeding south along University Avenue to Gerald Street (including both sides of University Avenue); then

Proceeding east along Gerald Street to Laphome Avenue (including both sides of Gerald Street); then

Proceeding east along Laphome Avenue to Longworth Avenue (including both sides of Laphome Avenue); then

Proceeding north along Longworth Avenue to Belmont Street (including both sides of Longworth Avenue); then

Proceeding east along Belmont Street to Park Street (including both sides of Belmont Street); then

Proceeding east along Park Street to at or about the Hillsborough River (including both sides of Park Street);

all of which is as shown on the map attached hereto as Schedule "A", which Schedule "A" forms part of this Agreement.

2. In all other areas of the City of Charlottetown, the Employer shall retain the discretion of either contracting out the mechanized snow clearing/or de-icing of sidewalks, or, at the Employer's option, it may direct bargaining unit employees to perform any part of or all of the work and where such work is performed by bargaining unit employees the Union will not have a right to claim any such work as bargaining unit work.
3. The parties agree that on the date of signing this Agreement, Grievance #'s 02-2000 to 05-2000, 10-2000 to 25-2000, 28-2000 to 32-2000, 34-2000 to 35-2000, 90A-2000, 94-2000, 97A-2000, 03-2001, 2J-2001, 05-2001, 08-2001, 11-2001, 16-2001, 20A-2001 and any other similar grievances that have been filed by the Union, are hereby deemed to be withdrawn and abandoned.

DATED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, this 3<sup>rd</sup> day of July, 2001

CITY OF CHARLOTTETOWN

Sharon Becker  
WITNESS

[Signature]  
MAYOR

Sharon Becker  
WITNESS

Harry Gaudet  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 501

John Williams  
WITNESS

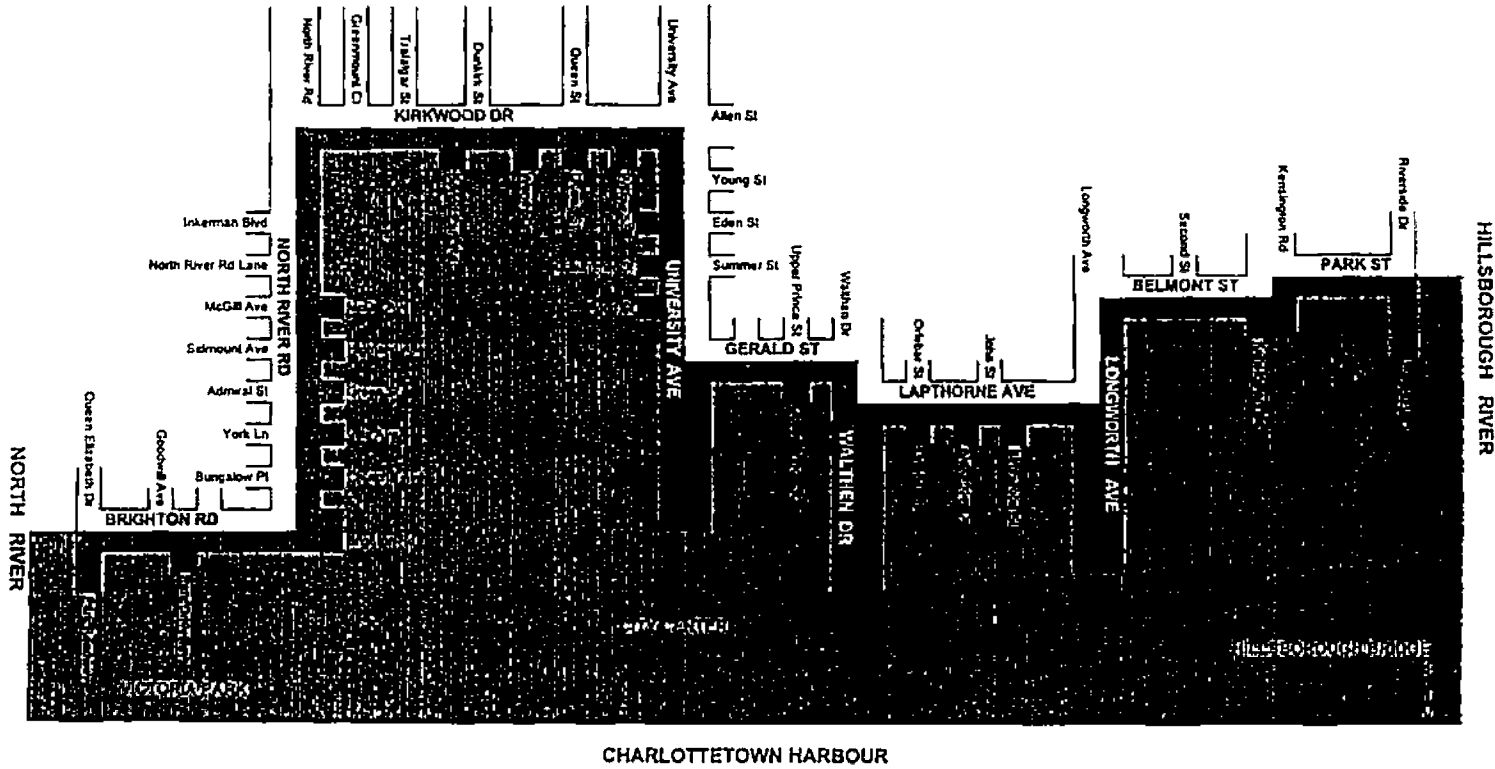
Randy Gallant

John Williams  
WITNESS

Rick [Signature]

G:\LABOUR RELATIONS\CUPE 501\GRIEVANCES\2001 GRIEVANCE PROCESS TIMEFRAME  
STATUS \FINAL MOA Sidewalk Snow Clearing Grievances - July 3'01

# SCHEDULE A



CHARLOTTETOWN HARBOUR

Shaded area is the agreed to Union work area around City center

**SCHEDULE A**

## **APPENDIX "4" – SEASONAL RECALL MEMORANDUM**

1. Beginning January 1, 2019, the yearly recall of seasonal employees covered by Schedule "B" of the parties' Collective Agreement will be as follows:
  - a) Recall of seasonal employees shall be by department. All seasonal employees, except entry level seasonal employees, shall be placed on a Departmental recall list. The Departmental recall lists shall be administered by the Employer. The Employer shall also track the hours worked by each entry level seasonal employee and shall provide for the accumulated hours of work of each entry level seasonal employee. The Departments, as listed in Schedule "A" of the Collective Agreement, are as follows:
    - i. Recreation Department
    - ii. Public Works Department, and
    - iii. Clerical
  - b) Recall of seasonal employees is conditional upon the following:
    - i. the seasonal employee having achieved a satisfactory or better performance evaluation in the previous calendar year;
    - ii. the seasonal employee having the required qualifications, skill and ability for the position;
    - iii. availability of work, as determined by the Employer.
  - c) Entry level seasonal employees are defined in Articles 4 (d) and B4 (d) of the Collective Agreement. Entry level seasonal employees have no recall period and have no seniority rights.
  - d) Upon an entry level seasonal employee attaining 6240 hours of seasonal employment the entry level seasonal employee shall:
    - i. Become a "seasonal employee" with a Departmental recall period equal to the average of their last two calendar year's weeks of entry level seasonal employment or the same number of guaranteed weeks as the plus 6240 seasonal with the lowest guarantee, whichever is lower (example: if the entry level seasonal employee reaches 6240 hours of employment in 2011, their recall period shall be the average of their weeks of entry level seasonal employment in 2009 & 2010 or the same guarantee as the plus 6240 seasonal during the 2011 employment year with the lowest guaranteed weeks, whichever is lower). If the calculated recall period is less than twenty (20) weeks, then in accordance with the reallocation provisions

contained in paragraphs 3 of this Memorandum, the seasonal employee will be eligible to attain a Department recall period of twenty (20) weeks in a calendar year;

- ii. be credited with their seasonal seniority from their date of hire.
- iii. be paid at the seasonal rate of pay;
- iv. subject to paragraph 2 below, receive Group Health and Dental Plan benefits as contained in Article B27 of Schedule "B" of the Collective Agreement.

2. In the year an entry level seasonal employee is anticipated to attain 6240 hours of entry level seasonal employment, the Employer shall determine if the employee must join the Group Health and Dental Plan upon becoming a seasonal employee and if so, the Employer shall determine as near as possible the "premium amount" due from the employee for the employee's share of the Group Health and Dental Plan benefits for the twelve month period following the date on which the employee becomes a seasonal employee (the "premium period"). Payment of the premium amount for the premium period shall be carried out as follows:

The Employer shall deduct, in equal amounts, from each bi-weekly pay of the employee during the employee's current year anticipated recall period, the premium amount which shall be accrued to the account of the employee and used to pay the employee's Group Health and Dental Plan premiums for the premium period.

In the event the employee does not attain seasonal status in the current calendar year, the monies deducted shall be returned in full to the employee. As is currently done for seasonal employees, this process of Group Health and Dental Plan yearly premium accrual, with the necessary changes, shall continue thereafter in each year of the employee's seasonal employment.

### 3. REALLOCATION OF WEEKS TO SEASONAL EMPLOYEES

- a) For each Department (except the Parks and Recreation Department), the Employer will administer a Departmental pool of seasonal weeks for reallocation pursuant to paragraph 6 of this Memorandum made up of recall periods not worked by seasonal employees in the Department who voluntarily terminate their employment with the Employer (hereafter a "Departmental reallocation pool").
- b) For purposes of clarity the following illustrates how a Departmental reallocation pool is to be calculated:
  - i. A clerical seasonal employee with a recall period of twenty (20) weeks requests and is granted permission by the Employer

pursuant to paragraph 9 of this Memorandum to reduce their term worked to 18 weeks. The two (2) weeks not worked are included in the Clerical Department reallocation pool;

- ii. A seasonal employee in the Public Works Department is provided a notice of recall pursuant to this Memorandum. If the seasonal employee does not report for work, or notifies the Employer that **the employee** will not be returning to work (i.e. the employee has voluntarily terminated the employee's employment and pursuant to Article B15 of the Collective Agreement, is removed from the seniority list, the employee's recall period is included in the Public Works Departmental reallocation pool;
- iii. A seasonal Public Works Department employee applies for and obtains a permanent position in another Department. The employee's recall period is included in the Public Works Department reallocation pool.

c) The following seasonal weeks are not to be included in the Department reallocation pool:

- i. The weeks of recall of seasonal employees who are removed from the seniority list as a result of an Employer layoff or termination (e.g. A seasonal employee with a recall period is laid off by the Employer and does not work in the calendar year, and therefore is removed from the seniority list pursuant to Article B15 (d) (v), and
- ii. The weeks of recall of a seasonal employee who obtains a permanent position in their Department either by way of a posted competition or as a result of having worked in excess of fifty-two (52) consecutive weeks.

4. Yearly Departmental notices of recall shall be issued by the Employer no later than March 31<sup>st</sup> of each year and shall indicate the seasonal employees' anticipated start date of the work term for the current calendar year. Once the notices have been issued by the Employer, the Employer can bring in to work either existing or new entry level seasonal employees. **The recall shall be conducted in the following way:**

1. **A letter shall be sent to the last address the Employer has on record for the Seasonal Employee;**
2. **If the Seasonal Employee does not respond to the letter the Employer shall call the Seasonal Employee at the last phone**

**number the Employer has on record for the Seasonal Employee;**

- 3. If the Employer still has not heard from the Seasonal Employee after the phone call in paragraph 2 above, the Employer shall send the Seasonal Employee a registered letter to the last address the Employer has on record for the Seasonal Employee. The Employee shall have three (3) weeks from the date of mailing the letter to advise the Employer of their intent to return to work. A copy of the registered letter shall be sent to the Secretary of the Union;**
- 4. If the Seasonal Employee does not advise the Employer of their intent to return to work within the three weeks of notice as set out in paragraph 3 above, the Employer shall consider the Employee to have abandoned their right of recall.**

**For clarity it shall be the responsibility of the Seasonal Employee to make sure that the Employer has the most up to date mailing address and phone number on record for the Seasonal Employee at all times.**

- 5. Seasonal weeks in the Recreation Department will be exempt from all provisions in this Memorandum pertaining to the Departmental reallocation of seasonal weeks.**
- 6. On a Departmental basis, 50% of the weeks in a Departmental reallocation pool are to be redistributed by the Employer in the next calendar year to seasonal employees in the Department who have not attained a recall period of twenty (20) weeks and/or as laid out in paragraph 10 of this Memorandum. The other fifty percent (50%) of the weeks in the Departmental reallocation pool are to be dealt with by the Employer in its sole discretion. If in a calendar year all seasonal employees have attained their recall period of twenty (20) weeks and/or as laid out in paragraph 10 of this Memorandum, all weeks in the Departmental reallocation pool are to be dealt with by the Employer in its sole discretion. It is understood that in the calendar year in which seasonal employee who are recalled to work, do not work all or part of their seasonal recall period, the Employer shall determine how these weeks of work are dealt with in its sole discretion.**
- 7. The Employer shall maintain eight (8) seasonal positions of 30 weeks in the Public Works Department. As these positions are vacated none of the weeks will be included in the Departmental reallocation pool, rather each position will become a 30-week seasonal position in the Public Works**

Department to be filled on an ongoing basis by way of competition held by the Employer.

8. a) In the event of a reduction in the Employer's seasonal employee budget, the Employer may choose to not redistribute any weeks from the Departmental reallocation pools to seasonal employees, in lieu of laying off any employees, including entry level seasonal employees. The Departmental reallocation pool weeks which otherwise would have been reallocated to seasonal employees shall form the "undistributed reallocation pool". The Employer acknowledges that in the next year(s) in which Departmental reallocation does occur, all weeks in the undistributed reallocation pool must be allocated to seasonal employees in the notices of recall until such time as the undistributed reallocation pool is exhausted or all seasonal employees have attained their appropriate recall guarantee pursuant to paragraph 1 (d) (i) above and/or as laid out in paragraph 10 of this Memorandum, in order for any new entry level seasonal employees to be hired.
  - b) In the event of a reduction in the Employer's seasonal employee budget which does result in the Employer laying off seasonal employees, layoff shall be in reverse order of seniority, subject to paragraph 1 (b) (ii) of this Memorandum.
  - c) In the event of a restoration of all or a part of the Employer's seasonal budget resulting in a recall of seasonal employees, recall from layoff shall be in order of seniority of employees on the seniority list, subject to paragraph 1 (b) (ii) of this Memorandum.
9. A seasonal employee provided with a notice of recall may request the Employer to allow the employee to work less than the full recall period. If the Employer exercises its discretion to allow the seasonal employee to work less than the full recall period, the weeks actually worked become that seasonal employee's lifetime recall period. The weeks waived pursuant to this paragraph shall be included in the Departmental reallocation pool and distributed in accordance with this Memorandum.
  10. Effective March 1, 2013 the parties agree that the work guarantees for seasonal employees with twenty (20) years' seniority and who have under thirty (30) weeks of guaranteed seasonal employment shall increase by having an additional two (2) weeks added to their guaranteed weeks to a maximum of thirty (30) weeks. These additional guaranteed weeks shall be allocated to seasonal employees in accordance with paragraphs 3, 6 and 8 of this Memorandum. An employee shall only receive the benefit of this provision up to a maximum of two (2) weeks.

**11. The Union agrees that the Employer can continue to use ELS and Seasonal employees, who do not have a 20 week or more guarantee, at the Eastlink Centre on an as needed basis in support of events and there will be no grievance filed regarding this, for the life of the collective agreement (January 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2022).**

## APPENDIX 5 - CASUAL WORKERS

### APPENDIX 5 CASUAL WORKERS

#### MEMORANDUM OF AGREEMENT

**Between:**

**The City of Charlottetown (the "Employer")**

**And:**

**The Canadian Union of Public Employees, Local 501 (Civic) (the "Union")**

#### SECTION 1 - PURPOSE OF THE AGREEMENT

- 1.1 To resolve Grievances #01-2000(PW), 41-2000(PW), 41-2000 (Rec), 45-2000(PW) and 46-2000(PW), 48-2000(PW), 48-2000(Rec), 51-2000(Rec), 52-2000(PW), 55-2000(PW) and 56-2000 (PW), 55-2000(Rec) and 56-2000(Rec), 62-2000(PW), 62-2000(Rec), 64-2000(PW), 64-2000(Rec), 67-2000(PW) and 68-2000(PW), 67-2000(Rec) and 68-2000(Rec), 73-2000(PW), 73-2000(Rec), 75-2000(PW) to 77-2000(PW), 75-2000(Rec) to 77-2000(Rec), 79-2000(PW), 79-2000(Rec), 83A-2000(PW) and 84-2000(PW), 83A-2000(Rec) and 84-2000(Rec), 86A-2000(PW), 86A-2000(Rec), 88-2000(PW) and 89-2000(PW), 88-2000(Rec) and 89-2000(Rec), 92-2000(PW) and 93A-2000(PW), 92-2000(Rec) and 92A-2000(Rec), 96-2000(PW), 96-2000(Rec), 98-2000(PW), 98-2000(Rec), 01-2001(PW) and 02-2001(PW), 01-2001(Rec) and 02-2001(Rec), 04A-2001(PW), 04A-2001(Rec), 06-2001(PW) and 07-2001(PW), 06-2001(Rec) and 07-2001(Rec), 12-2001(Rec), 23-2001(Rec), 28-2001(PW) to 30-2001(PW), 30(2)-2001(Rec), 31(2)-2001(Rec), 32A-2001(PW), 33A-2001(PW), 32-2001(Rec) to 63-2001(Rec), 34-2001(PW) to 65-2001(PW), 51-2001(2)(Rec), 66-2002(PW), 01-2002(PW) to 05-2002(PW), 01-2002(Rec) to 11-2002(Rec) - with respect to the use of Casuals performing bargaining unit work.
- 1.2 To define specific areas in which Casuals may work, specified in Section 3.1.
- 1.3 To delineate work functions that have been and are performed by Casual staff, specified in Section 3.2.
- 1.4 To recognize areas in which Casual students may assist unionized employees in the Parks and Recreation Department, specified in Section 3.3.

#### SECTION 2 – DEFINITIONS

- 2.1 Casual employee – For the purposes of this Agreement, a Casual employee as defined in Article 4 (a) of the Collective Agreement also includes "grant" employees who are assigned to perform work of a similar nature as that of Casual employees.

2.2 Student – An applicant who provides acceptable proof of returning to school/college/university or who provides acceptable proof that they have completed their final year of school providing they have been employed the previous summer(s).

### SECTION 3 – WORK FUNCTIONS

#### 3.1 Specific areas in which Casuals may work

3.1.1 The following duties may be assigned to Casuals in all departments:

- a) Grass maintenance including small ride-on lawn mowers and ditch clearing, brush moving (not hauling), using whipper snippers and stone picking
- b) Refreshing field lines
- c) Manual loading and unloading of trucks
- d) Tree suckering and pruning from ground level
- e) Litter collection e.g., paper pickup with stick bin
- f) Non-technical pool maintenance
- g) Non-mechanical street line painting
- h) Flagging (Traffic signaling)
- i) Washing trucks
- j) Hand deliveries
- k) Driving passenger vehicles, without trailers, up to ½ ton (if necessary ¾ ton) to undertake applicable duties and/or transport themselves and/or other employees.
- l) Painting parking meters
- m) Flower and shrub maintenance (weed, plant, prune, edge, trim, mulch, fertilize, rake). In this plant maintenance area, unionized members of each team shall be the first hired and the last laid off. To avoid doubt, it is the intention of the parties that this layoff and recall process is in effect in this plant maintenance area only as different teams perform different work. It is possible that one team may be laid off, including a Seasonal employee, while another team including a Casual may continue to complete their work. However, this unique circumstance is not in any way intended to have force or affect in any other area of layoff or recall covered by the Collective Agreement between Local 501 and the City of Charlottetown.
- n) Painting dugouts, sheds, equipment, etc. on a park property
- o) Sodding in park areas
- p) Placing brick pavers in park areas

Section 3.2 - Parks/Recreation Program duties that have been and are performed by Casual staff

3.2.1 Employment duties in the Parks and Recreation Programs not performed by Union staff include the following:

- a) Tennis instructors
- b) Baseball instructors
- c) Day Camps
- d) Lifeguards
- e) Playground Supervisors
- f) Ticket Takers
- g) Canteen Workers
- h) Youth Program Workers
- i) Building Security
- j) Fitness Instructors
- k) Bartenders
- l) Special Event Programs (for example, Pumpkin Walk)
- m) Pre-School Programs

Section 3.3 – Casual students assisting unionized staff in the Parks and Recreation Department

3.3.1 Casual students may assist unionized employees on a “one Casual to one unionized employee” ratio with following duties:

- a) Operation of mobile watering vehicles
- b) Carpentry
- c) Emptying the garbage cans
- d) Putting up posts and signs
- e) Field line layout and initial lining
- f) Field maintenance
- g) Trail surface maintenance
- h) Installing playground equipment

3.3.2 In the areas listed in 3.3.1 above, Casuals are to be students for the period of May 1st to October 1st.

3.3.3 Outside the period May 1st to October 1st, all above duties (3.3.1 a - h) shall be performed by unionized staff.

SECTION 4 – MUTUAL INTEREST FORUM

4.1 Any new work initiatives shall be open for discussion by the Mutual Interest Forum to determine its applicability as a Union/Non-Union duty. Every effort will be made to resolve the issue.

4.2 Any unresolved question of application of this Agreement shall be referred for discussion to the Mutual Interest Forum. Every effort will be made to resolve the matter.

DATED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, this 16<sup>th</sup> day of April, 2002.

CITY OF CHARLOTTETOWN

[Signature]  
WITNESS

[Signature]  
MAYOR

[Signature]  
WITNESS

[Signature]  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 501

[Signature]  
WITNESS

[Signature]  
VICE PRESIDENT

[Signature]  
SHOP STEWARDS

[Signature]  
WITNESS

## **APPENDIX 6 - WASTEWATCH SETTLEMENT**

### **APPENDIX 6 WASTEWATCH SETTLEMENT**

#### **MEMORANDUM OF AGREEMENT**

**Between:**

**The City of Charlottetown (the "Employer")**

**And:**

**The Canadian Union of Public Employees, Local 501 (Civic)  
(the "Union")**

As outlined below, the parties agree to resolve the issues raised in Grievance #01-WW-2002 and therefore settle the Grievance on a "without prejudice" basis. The intent of the parties is to avoid any negative employment-related impact on +/- 6240 Seasonal Employees that might otherwise occur as a result of the loss of non-domestic collection duties.

1. Any future non-domestic garbage pick-up duties the City decides to undertake shall be returned to the CUPE Local 501 Bargaining Unit.
2. For the purpose of this Agreement, "layoff" is defined as a reduction or elimination of the individual minimum guaranteed work weeks possessed by a +/- 6240 Seasonal Employee pursuant to the +/- 6240 Seasonal Agreement dated October 12, 2001.
3. The parties agree that there shall be no layoff of any +/- 6240 Seasonal Employees (excluding Recreation and Fire Department Seasonal Employees) up to December 31, 2003 or the conclusion of the upcoming round of Collective Bargaining, whichever occurs later. For further clarity, this is not intended to give +/- 6240 Seasonal Employees greater layoff protection than Permanent Employees.
4. This guarantee does not impair, restrict or otherwise hinder the right of a Recreation or Fire Department Seasonal Employee to displace a junior Public Works Seasonal Employee as a result of a layoff in their respective departments, which may ultimately result in the layoff of a Public Works +/- 6240 Seasonal Employee. (As referenced in Schedule B, Article B (c) (iii) and the Memorandum of Agreement for +/- 6240 Seasonal Employees Article B (b) and (c).
5. Any unresolved question of application of this Agreement shall be referred for discussion to the Mutual Interest Forum.

6. The parties agree that prior to the expiration of layoff provisions in Paragraphs 2, 3, and 4 they will review the concerns of the parties and, where requested by either party, consider a further extension to Paragraphs 2, 3 and 4. Every effort will be made to resolve the concerns of the parties.

DATED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, this 25<sup>th</sup> day of April, 2003.

CITY OF CHARLOTTETOWN

Kathleen Casey  
WITNESS

Ellen Bellant  
WITNESS

Geo. M. [Signature]  
MAYOR

Harry Boudet  
CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 501

[Signature]  
WITNESS

[Signature]  
WITNESS

John Williams  
JOHN WILLIAMS, PRESIDENT

Randy Gallant  
RANDY GALLANT,  
CHIEF SHOP STEWARD

## APPENDIX 7

### CREW LEADER

A Crew Leader is defined as a seasonal employee who is part of a crew of seasonal and/or casual employees and who is designated by a Superintendent (or higher) to head a crew of seasonal and/or casual employees in such a fashion that a reasonable person, viewing their duties/responsibilities objectively, would conclude that the seasonal employee at issue is in fact performing the duties/responsibilities of a seasonal crew leader.

The duties/responsibilities of the seasonal employee(s) to which this Crew Leader title and definition apply, are the following:

- Knowledgeable and skilled in the work performed by the employees in the Department to which assigned;
- Ensure the crew performs all work efficiently, effectively and safely and that work performed each day is maximized;
- Verify that time cards are accurate and advise Supervisor of any necessary corrections;
- Ensure equipment is correctly used and maintained; report breakdowns as required.
- Advise Supervisor on performance of workers regularly (this does not include performance evaluations and/or recommendations for disciplinary action by the Employer);
- Ensure that employees have a safe and reliable form of transportation available to get to and from the site and advise Supervisor if there are concerns;
- Ensure compliance with all procedures and policies;
- Report all incidents and accidents within time frames required to the Supervisor;
- Ensure all crew wear uniforms, clothing, Personal Protective Equipment (PPE) and any other required safety clothing and equipment prior to tasks being undertaken;
- Understand the legal liability of the role and any related occupational and safety laws (it is the responsibility of the Employer to provide the crew

leaders with the resources and training to become familiar with these laws and legal liabilities); and

- Be responsible to answer to the Public for their crew's activity.

