

COLLECTIVE AGREEMENT

BETWEEN

CITY OF CHARLOTTETOWN  
CHARLOTTETOWN, PE

AND

LOCAL UNION NO. 501  
THE CANADIAN UNION OF PUBLIC EMPLOYEES

EMPLOYEES OF THE WASTE WATER TREATMENT PLANT

**FOR THE PERIOD JANUARY 1, 2019 - DECEMBER 31, 2021**

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THIS AGREEMENT made this 15<sup>th</sup> of July, 2020.

BETWEEN:

Local Union No. 501 WWTP of the  
Canadian Union of Public Employees

Charlottetown, PE

(hereinafter the "Union")

AND:

CITY OF CHARLOTTETOWN

(hereinafter the "City")

## DEFINITIONS

- (1) A "Casual Employee" is one who is employed occasionally or intermittently. Such an employee shall not displace a permanent or seasonal employee unless otherwise mutually agreed by the parties.
- A "Casual Employee" shall not derive benefits from this Agreement unless otherwise specifically agreed.
- (2) A "Seasonal Employee" when used in this Agreement shall mean a person engaged in seasonal employment who has completed six (6) months work for the Employer in any eighteen (18) month period and who is willing to be employed a minimum four (4) aggregate months every calendar year thereafter. Such an employee is eligible to join the Health and Dental Plans.
- (3) A "Temporary Employee" is one who is hired on to replace a permanent employee who is on Workers Compensation, Maternity Leave, Long Term Disability or other unpaid leave. They shall derive all benefits of the collective agreement save and except: Pension, LTD, Group Life, retirement pay (12.01), severance or retirement allowance (12.02). A temporary employee may join the Group Health and Dental plan if the employee qualifies under the terms of the plan.
- (4) A "Permanent Employee" is one who is a full-time employee of the Employer in the Bargaining Unit covered by this Agreement, who has completed the probationary period. Such an employee is eligible to join the Group Insurance Benefit Plan and also the Employer's pension plan.
- Any Seasonal Employee employed for a period of fifty-two (52) consecutive weeks shall become a Permanent Employee and be granted permanent status by the



Employer. The Employer shall not lay-off such an employee for the simple purpose of breaking the continuity of service.

- (5) "Probationary Employee" means an employee defined in (4) above and who has not completed the probationary period of six (6) months as per Article 13.03 of this Agreement.

## **ARTICLE 1 - PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
  - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
  - 3) To encourage efficiency in operations.
  - 4) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union, and
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union agrees that the Employer has the rights and powers to manage the plants and departments, direct the working forces, and hire, promote, transfer, demote, lay-off, suspend or discharge for just cause, in accordance with the terms of this Agreement.
- 2.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- 2.03 The question of any limitation of these rights shall be decided by the grievance or arbitration procedure.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 501 as the sole and exclusive collective bargaining agent for all of its employees, save and except those employees excluded by law as per the LABOUR ACT (R.S.P.E.I., Cap. L-1) and in particular the following positions: Manager – Water and Sewer Utility, Assistant Manager – Water and Sewer Utility, Superintendent, Administrative Assistant, and Casual Employees and hereby agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 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 displace an employee, or does not reduce the hours or pay of any employee.

### **3.03 Seasonal Employees**

Seasonal employees shall derive all benefits of this Agreement save and except as follows: Pension Plan & Group Life Plan.

## **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer agrees that there shall be no discrimination exercised or practiced with respect to an employee by reason of race, creed, color, national origin, religion, political affiliation or activity, nor by reason of his membership or activity in the Union or any other reason.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01 All Employees to be Members**

Within one (1) week of the signing of this Agreement, all eligible employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all eligible new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.



## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01      Check-Off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **6.02      Deductions**

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20<sup>th</sup> day of that month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

### **6.03      Dues Receipts**

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 Union member in the previous year.

## **ARTICLE 7 - CORRESPONDENCE**

### **7.01      Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Utility Manager and the Secretary of the Union. A copy of any correspondence between the Employer, or its designate and any employee in the Bargaining Unit, pertaining to the interpretation, administration, or any applicable part of this Agreement shall be forwarded to the Secretary of the Union or his designate.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

### **8.01      Establishment of Committee**

A Joint Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. When required by either party additional representatives of either party, or 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 in the interests of improved service to the public, job security for the employees.

#### 8.02 Function of Joint Labour Management Committee

The Committee shall concern itself with the following general matters:

- 1) Improving service to the public.
- 2) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 3) Increasing operating efficiency.
- 4) Reviewing suggestions from employees, questions of working conditions (but not grievances concerned).
- 5) Correcting conditions causing grievances and misunderstandings.

#### 8.03 Meeting of Joint Labour Management Committee

The Committee shall meet every two (2) months, or as otherwise mutually agreed. The parties shall agree on the time and place of the meeting. The parties shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### 8.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

#### 8.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

#### 8.06 Jurisdiction of Joint Labour Management Committee

The Committee does not have the power to bind either Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall only have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.



The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representative**

The Employer shall only bargain with the official Bargaining Committee of the Union, and shall only enter into any Agreement with Local 501, C.U.P.E.

In order that this may be carried out, the Union will supply the Employer with the names of the members of its Bargaining Committee. Likewise, the Employer will supply the Union with the names of its Bargaining Committee.

### **9.02 Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and shall consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

A Management Bargaining Committee of the same number as the Union Bargaining Committee shall be appointed and the Employer will advise the Union of the Employers' members of the Committee.

### **9.03 Function of Bargaining Committee**

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### **9.04 Representative of Canadian Union and Employer Advisor**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

The Employer shall have the right to a consultant or advisors at any time when dealing or negotiating with the Union, including the Manager of Human Resources, in addition to the three Management Bargaining Committee Members as identified in Article 9.02.

### **9.05 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. In the event that these Committee



meetings shall take place during working hours any employees who are members of the Bargaining Committee shall not suffer any loss of pay for time spent attending such meetings.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **10.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards who may assist any employee in preparing and presenting the employee's grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the names of Grievance Committee and Union Stewards.

### **10.02 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer or the Union has allegedly acted unjustly or improperly.

### **10.03 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **Step 1**

Within twenty (20) working days of the alleged violation, if the Steward and/or the Grievance Committee consider the grievance to be justified the Steward and/or the Grievance Committee will first seek to settle the dispute with the Treatment Plant Superintendent, who shall render a decision within three (3) days.

#### **Step 2**

Failing satisfactory settlement of the dispute in Step 1, within five (5) working days after the expiry period in Step 1, the employee(s) concerned, together with a member of the Grievance Committee of the Union, shall submit to the Utility Manager, a written statement of the particulars of the grievance and the redress sought. The Utility Manager shall hold a meeting and shall declare the Employer's position and render the Employer's decision in writing within five (5) working days after the meeting.

**STEP 3** - Failing agreement being reached in Step 2, within ten (10) working days after the Manager renders a decision at Step 2, a written grievance shall be filed with the Human Resources Manager. The Human Resources Manager may hold a meeting with

the Union and the Grievor(s) to discuss the grievance, but in any event, shall render a decision in writing within ten (10) working days after receipt of the grievance.

STEP 4 – Arbitration - Failing satisfactory reply from the Human Resources Manager, within ten (10) working days after the grievance was filed with the Human Resources Manager, the Union may, within thirty (30) working days of the expiration of the ten (10) working day period agreed to for receipt of the response from the Human Resources Manager described in Step 3, refer the grievance to the Arbitration by notice in writing to the Employer.

#### 10.04 Union and the Employer May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

The Employer should also have right to originate a grievance and seek adjustment with the Union. Such a grievance will commence at Step 3.

#### 10.05 Failure to Act Within Time Limits

If the grievor or the Union or the Employer fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

#### 10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, such grievance shall commence at Step 3.

#### 10.07 Replies in Writing

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

#### 10.08 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

#### 10.09 Access to Premises

The Union and its Representatives shall have access to the Employer's premises during normal working hours in order to investigate and assist in the settlement of a grievance.

10.10 Permission to Leave Work

The Employer agrees that Stewards shall not be interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the Employer and that the Steward will not leave their work during working hours except to perform the Steward's duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall be given and the duration and time of the absence determined within an hour of asking.

10.11 Any Union officer desiring to leave their duties during working hours for Union business shall channel their request through the Superintendent, who will set the time and duration of the leave. Although such leave will be at the discretion of the Superintendent, permission will not be withheld unreasonably. This clause shall not apply to such leave as set out in Articles 21.01, 21.02 and 21.06.

## **ARTICLE 11 - ARBITRATION**

11.01 Where a difference arises between the parties relating to the interpretation, application, administration, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour of Prince Edward Island upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall, within twenty-one (21) days of the appointment of the Chairman, issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman shall be the decision of the Board.

11.02 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or



allegation and render a decision within twenty-one (21) days from the time the Chairperson is appointed.

11.03 Powers of the Board

The Board of Arbitration shall not 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 amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.04 Clarification of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

11.05 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the Arbitrator it appoints,
- 2) One-half (1/2) of the fees and expenses of the Chairperson.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

11.07 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties and Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

11.08 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

## ARTICLE 12 - RETIREMENT PAY

12.01 All employees who reach the early retirement age or are otherwise entitled according to the By-Law, re: Superannuation or Retirement Plan for Civic Employees and decide to retire shall be granted the following:

- A. The employees who have at least ten (10) years and not more than fifteen (15) years continuous full-time service with the Employer, payment of an amount equivalent to three (3) months salary.
- B. For each additional five (5) year period or portion thereof, of continuous full-time service with the Employer, payment of an amount equal to one (1) months salary to a maximum retirement benefit of six (6) months.

12.02 Payment for Unused Sick Leave on Termination of Employment or Retirement - In addition to and notwithstanding Article 12.01, on termination of employment or retirement an employee having accrued sick leave to their credit will receive an allowance in lieu thereof equal to one-half (1/2) of such credit at the rate of pay effective immediately prior to termination of employment or retirement, to a maximum payment equal to seventy-five (75) days pay. In the event of death of an employee having accrued such leave to their credit, the employee's estate will be paid the amount of the employee's credit.

## ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used as set out in other provisions of this Agreement in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall. Seniority shall operate on a bargaining-unit-wide basis.

Regardless of length of service, the seniority of a permanent employee shall be deemed to be greater than that of a seasonal or temporary employee.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.



13.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first six (6) months of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. A seasonal employee granted permanent status shall be deemed to have completed the employee's probationary period.

13.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) The employee is discharged for just cause and is not re-instated.
- 2) The employee resigns in writing and does not withdraw within two (2) days.
- 3) The employee is laid off and fails to return to work within ten (10) working days and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- 4) It shall be the responsibility of the employee to provide current address.

13.05 Transfer and Seniority Outside 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 their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the Bargaining Unit during the employee's trial period, which shall be a maximum of sixty (60) days. If an employee returns to the Bargaining Unit, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

## **ARTICLE 14 - PROMOTIONS AND STAFF CHANGES**

14.01 Job Postings

When a new position is created, or when a vacancy occurs, for any position covered by this Agreement, the Employer should immediately post notice of the position on



the Employer's bulletin boards in all departments covered by this Agreement for at least ten (10) days before being filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union.

14.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

14.03 No Outside Advertising

No outside advertising for any vacancy shall be placed until the applications of present Union members have been fully processed.

14.04 Role of Seniority in Promotions or Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) The principle that job opportunity should increase in proportion to length of service.

Therefore in filling vacancies or new positions created, consideration must be given to both qualifications and seniority. Qualifications being sufficient, seniority shall govern.

14.05 Trial Period

The successful applicant shall be placed on trial for a period of one hundred and twenty (120) calendar days. Conditional on satisfactory service, the employee shall be declared permanent after the period of one hundred and twenty (120) calendar days.

14.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.

14.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

14.08 Training Courses

The Employer shall post any Training Courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (1) Type of course (subjects and material covered).
- (2) Time, duration and location of the course.
- (3) Minimum qualifications required for applicants.

This bulletin shall, when possible, be posted for a period of one (1) week on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. When it is not possible to post notice for five (5) working days, the Employer will ascertain that each employee is made aware of the course before a selection is made.

Upon signing of this collective agreement a training committee will be convened, consisting of the following:

- Superintendent of the WWTP
- Two (2) bargaining unit members to be selected by the Union.

Selection for training courses shall be on the basis of:

- (1) Furthering the professional development of an employee within their classification to be determined by the training committee.
- (2) Should the employee, selected by the training committee, be unable or unwilling to take the training offered in paragraph 1 above then the training committee may select another employee to take the training from the list of applicants based on the Terms of Reference for the Training Committee.
- (3) The Terms of Reference shall be determined by the members of the training committee as identified above. The training committee shall have 6 months from the date of signing this collective agreement (unless the Union and the Employer agree to an extension) to draft Terms of Reference to be utilized in the selection of candidates for posted training opportunities. The Terms of Reference shall be subject to unanimous agreement of the training committee. Paragraph 3 of this Article shall expire on December 31st, (2016).

## **ARTICLE 15 - LAYOFFS AND RECALLS**

### **15.01      Definition of Lay-Off**

A lay-off shall be defined as a reduction in the work force. Employees on lay-off shall not accumulate holiday pay, vacation pay or sick leave.

### **15.02      Role of Seniority in Lay-Offs**

Lay-offs shall be in the reverse order of their bargaining-unit-wide seniority.

### **15.03      Recall Procedure**

Provided employees have the qualifications to do the work for which they are being recalled, recall shall be in the order of the employee's seniority.

### **15.04      No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

### **15.05      Advance Notice of Lay-Off**

The Employer shall notify employees who are to be laid off ten (10) clear working days prior to the effective day of lay-off.

If an employee has not had the opportunity to work the days provided in this article the employee shall be paid for the days for which work was not made available excepting his normal days off.

### **15.06      Grievances on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **ARTICLE 16 - HOURS OF WORK AND STANDBY**

### **16.01      (a)      Regular Hours**

8 a.m. to 4 p.m.

**(b)      Summer hours for all staff shall be 7:30 a.m. - 3:30 p.m. from the first week in May to the last week in September.**



16.02 Work Week

**Subject to Article 16.01 (b)**, the work week for all employees will consist of Monday to Friday 8 a.m. to 4 p.m. inclusive for a forty (40) hour week.

16.03 Standby Provisions

- (a) Every employee on standby shall be paid, in addition to their regular pay, standby pay at the current standby rate identified in Appendix A per twenty-four (24) hour period for a weekly standby duty payment that is equivalent of 7 times the applicable 24 hour period standby rate.
- (b) The Employer agrees to adjust the stand-by premium in Article 16.03(a) by an amount that is proportionate to the adjustment to salary effective upon the signing of this collective agreement for each subsequent year thereafter.
- (c) With the exception of Article 16.04, all hours actually worked by a "standby employee" outside the employee's regular hours, shall be paid at the rate of time and one-half (T1/2) with a minimum of three (3) hours payment except on Statutory Holidays and Saturdays and Sundays when payment shall be at double time (2T) with a minimum of three (3) hours payment.
- (d) An employee may leave their employment and return home when the employee has completed the work for which the employee was called.
- (e) Standby duty shall be equally divided among the qualified employees.

16.04 Saturday and Sunday Work

There is certain minimal work to do with operations only which has to be done on Saturday and Sunday. This work will be performed by the standby employee.

When the work is completed the standby employee goes home. Pay for this work on Saturday, Sunday and statutory holidays shall be at double time (2T) with a minimum of three (3) hours payment.

Saturday and Sunday work will become redundant when automation has been completed and necessary alarms are put in place.

- 16.05 Any employee who substitutes on "standby duty" for the scheduled "standby" employee because of illness, vacation, etc., shall be eligible for "standby pay" at the current standby rate identified in Appendix A for each twenty-four (24) hour period of "standby". As well, should the substitute "standby" employee be required to work any hours on Saturday and/or Sunday (i.e. the employee's normal days off), the employee shall receive payment for any hours worked at the rate of double (2T) with a minimum of three (3) hours payment.

- 16.06 Where an employee has worked sixteen (16) consecutive hours, the employee shall be required to take at least an eight (8) hour rest period. If any or all of the eight (8) hour rest period falls within the employee's normal working day, 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 normal working day. Working beyond sixteen (16) consecutive hours can occur by mutual agreement between the Employer and the employee.

## ARTICLE 17 - OVERTIME

### 17.01 Overtime Defined

All time worked before or after the regular work day, the regular work week, regular days off or on a holiday, shall be considered overtime. Such overtime shall be paid for at the applicable rate.

### 17.02 Call Back Pay

An employee other than the standby employee called in to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employees' regularly scheduled hours and the work the employee is called in to do.

When an employee has completed the assigned work for which the employee was called back the employee may return home.

### 17.03 Overtime Rate

Overtime work from Monday to Friday, before and after the regular daily hours or the regular weekly hours, shall be paid for at the rate of time and one-half (1 1/2), the pro rata or hourly rate.

Overtime on Holidays, Saturday, Sundays, Vacation period or scheduled day off shall be paid for at the rate of double (2T) the pro rata or hourly rate.

### 17.04 Payment for or Supply of Meals

An employee required to work more than four (4) hours overtime shall be reimbursed for receipted meal costs to a maximum of \$10.00 per meal. The Employer shall allow one half-hour (1/2) meal break with pay. An additional meal break and meal shall be reimbursed to maximum of \$10.00 and will be provided for each additional four (4) hours of overtime.



17.05 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked unless otherwise mutually agreed between the employee and the Employer. Such mutually agreed time off, shall be at the applicable overtime rate.

17.06 Sharing of Overtime

Overtime and call back time shall be divided equally among the qualified employees. It is understood that employees on approved leave of absence for any reason shall not be required to be called back for overtime.

17.07 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employee and the Employer. An employee shall be entitled to accumulate a maximum of **one hundred and twenty (120)** hours of time off in lieu of overtime in a calendar year. Once an employee has accumulated **one hundred and twenty (120)** hours of time off in lieu of overtime, all subsequent overtime worked in that calendar year shall either be paid out on the employee's regular pay or the employee may elect to bank such time and have it paid out on the first pay in June and/or the first pay in December.

## ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

All employees covered by this Agreement shall be granted the following holidays with pay and all other days proclaimed by the Governor-General of Canada, the Lieutenant-Governor of Prince Edward Island or the Mayor of Charlottetown:

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

Over and above the aforementioned holidays each employee shall be entitled to a day off during Old Home Week. Bearing in mind minimum staffing requirements, the employees shall decide among themselves which day will be taken.

It is also agreed that Natal Day if not proclaimed will be taken as a Floating Holiday.



18.02 Pay for Time Worked

All time worked on the above mentioned holidays shall be paid for at the rate of double time (2T).

18.03 Holiday During Vacation Period

When a legal holiday as set forth in Article 18.01 occurs during the vacation period of any employee, such employee shall be entitled to an additional day of vacation with pay and such day shall immediately follow the vacation period of such employee.

18.04 Holiday Falling on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

## ARTICLE 19 - VACATIONS

19.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the employee's years of continuous service as follows:

Beginning with newly hired employees after the date of signing this collective agreement, in the first year of employment, vacation will be 15 working days prorated to the calendar year based on hire date.

One (1) to eight (8) years completed service, 15 working days,  
over eight (8) to eighteen (18) years completed service, 20 working days,  
over eighteen (18) to twenty-seven (27) years completed service, 25 working days,  
over twenty-seven (27) years completed service - 30 working days.

19.02 Vacation Pay on Termination

Employee's vacation credit will be calculated to the Anniversary Date of the employee's employment. An employee terminating employment at any time in the employee's vacation year and who has taken the maximum annual vacation prior to the employee's anniversary date shall have any adjustment required made to the employee's termination pay. Should an employee not have used their accumulated vacation credits for the employee's current vacation year prior to the employee's termination, the employee shall be entitled to a proportionate amount of salary or wages in lieu of such vacation.

19.03 Unbroken Vacation Period

With the exception of Article 19.06, an employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

19.04 Approved Leave of Absence During Vacation

- a) Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. Upon mutual agreement between the employee and the Employer, the period of vacation so displaced shall either be added to the vacation period or re-instated for use at a later date.
- b) While on vacation, if sick leave is to be used, the employee will notify their supervisor on the day they intend to use the sick leave, unless as a result of an emergency situation the employee was not able to do so.

19.05 Vacation Schedule

Vacation schedules shall be agreed upon between the employees and posted by June 1<sup>st</sup> of each year and shall not be changed unless mutually agreed to by the employee and the Employer.

19.06 Vacation

Vacation shall not be cumulative from year to year; however five (5) days of vacation may be carried forward to the following year.

## ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable, under the Worker's Compensation Act. Sick leave shall also include appointments with physician or dentist.

20.02 Amount of Sick Leave

- (a) (i) Sick leave shall be earned by employees on the basis of one and one-half (1 1/2) 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 (300) days. Accrual in excess of 300 days shall be contributed to the Sick Bank for Bargaining Unit Employees to a maximum of 200 sick bank days. The Sick Bank

days shall only be available to those employees who have exhausted their individual sick days. There shall be a limit of 50 Sick Bank days per qualified employee. Any request from the Sick Bank will be subject to the approval of the bargaining unit and the management representative.

(ii) Beginning on January 1, 2015, and in addition to the contribution noted in paragraph (i) above, employees who have not accumulated 300 sick days shall be required to contribute (1) one accumulated sick day per year to the Sick Bank, which shall be the first accumulated sick day earned by the employee from the start of the calendar year, unless the Sick Bank has reached its (200) two hundred maximum sick bank days in that year. The Employer shall provide the Union with a readout of the Sick Bank days available before January 30<sup>th</sup> of each year.

- (b) 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. If not eligible for the City's Long Term Disability benefit, the Sick Leave provisions (Article 20) shall remain in effect to permit the continued use of the employee's remaining sick leave credits.

20.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of any absence due to illness. This deduction will be calculated as the hours absent from work to the nearest one half hour. Holidays as defined in 18.01 shall not be counted in calculating such deductions from sick leave accumulations.

20.04 Proof of Illness

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 medical practitioner for any further illness during that calendar year.

20.05 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise the employee of the amount of sick leave accrued to each employee's credit.

20.06 Sick Leave During Leave of Absence and Layoff

When an employee is given a leave of absence for Workers Compensation or work related disability; maternity/ parental/ adoption leave; the employee shall receive sick leave credits for up to a three (3) year period of such absence, on the employee's return to work.



When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain the employee's cumulative credit, if any, existing at the time of the lay-off.

20.07 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of the employee's family (as defined in Article 21.03), an employee shall be entitled, after notifying their Supervisor, to use a maximum of five accumulated sick leave days from their accumulated sick day bank each calendar year for the purpose.

20.08 Abuse of Sick Leave

Sick leave may only be used for those purposes set out in the Collective Agreement. A demonstrated abuse of sick leave for purposes other than those set out in the Collective Agreement may result in disciplinary action by the Employer.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

21.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

21.03 Bereavement Leave

- (a) 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, 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 responsibilities. A relative shall include a person related by marriage, adoption or common law. Where burial occurs outside the province such leave shall also include reasonable travelling time. Total leave in this case is not to exceed five (5) days. If extra travel time is required the employee may make application for the extra time and such extra time will not be unreasonably withheld.

- (b) An employee shall be granted a minimum of one (1) regularly scheduled work days' leave, without loss of pay or benefits, in the case of death of a brother-in-law or sister-in-law, niece, nephew, aunt or uncle.

21.04 Time Off for Elections

In the case of an employee who is reporting for work on Election Day for a shift that commences after the polls have opened, this employee shall vote before they come to work, provided the employee has four (4) clear hours.

An employee who requires the time shall be entitled to a maximum of four (4) hours before the close of the polls in the case of a Federal election in order to cast their vote. No employee will suffer loss of pay as a result of this four (4) hour requirement.

In case of Provincial elections this time shall be three (3) hours.

Employees requiring time off to vote in a municipal election may obtain the same three (3) hours privilege by notifying their Superintendent.

21.05 Pallbearer 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.

21.06 Pay During Leave of Absence for Union Conventions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits.

21.07 Leave of Absence for Union Work

An employee shall receive pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

21.08 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payments received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any



matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

21.09 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.

21.10 General Leave

Leave of absence for up to 12 months at any one time without pay and without loss of seniority may be granted to an employee upon application to the Employer. With the exception of Workers Compensation or work related disability, maternity, parental or adoption leave, 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 - PAYMENT OF WAGES AND ALLOWANCES**

22.01 Pay Days

The Employer shall pay salaries and wages, bi-weekly, in accordance with Appendix "A" attached hereto and forming part of this Agreement.

22.02 Rate of Pay on Promotion, Reclassification or Temporary Transfer to a Higher Rated Job

- (a) Such an employee shall receive the rate of pay and benefits in accordance with Appendix A for the time that the employee performs that job provided the employee is on the job for at least eight (8) consecutive hours.

After temporary assignment in a higher classification for six (6) months continuous employment (or one (1) year in the event the temporary assignment is to fill an absence due to maternity, adoption or parental leave), an employee shall be reclassified into that position permanently.

- (b) Notwithstanding paragraph (a) above, when an employee is absent from the workplace for short periods (i.e. sick leave, vacation, bereavement leave, etc.) an employee in the next lower classification may be appointed, in order of seniority, to temporarily act in, and perform the extra duties of, the higher classification. Where the senior employee in the lower classification possesses the qualifications



of the higher classification to which he is appointed, the employee will be paid the rate of the higher classification while so appointed.

Where the senior employee does not possess the full qualifications required of the higher classification to which the employee is assigned, the compensation for the extra duties will be at a premium of \$1.00 per hour more than their own current classification rate.

**(c) Acting Pay**

**When the Superintendent of the Waste Water Treatment Plant is absent the Employer may appoint a qualified employee to act as Superintendent. The employee appointed shall be paid a premium of \$2.00 per hour, provided the employee is on the job for at least eight (8) hours. This assignment would not include Direct Responsible Charge (DRC).**

**22.03 Pay on Transfer, Lower Rated Job**

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced. Where the employee is permanently assigned to a position having a lower rate of pay, the employee shall continue to receive pay at the employee's rate of pay in effect at the time of the assignment until such time as the maximum rate of pay for the employee's new position exceeds the employee's rate of pay in effect at that time of the employee's assignment.

**22.04 Service Pay**

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

\$200.00 per year after three (3) years service  
\$250.00 per year after five (5) years service  
\$300.00 per year after ten (10) years service  
\$350.00 per year after twenty (20) years service

**ARTICLE 23 - EMPLOYEE BENEFIT PLANS**

**23.01 Pension Plan**

In addition to the Canada Pension Plan every eligible employee shall join the corporate Pension Plan as laid down in the Bylaws of the Employer and any applicable legislation. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

**23.02 Health and Dental Plan**

The Employer shall pay one-half (1/2) of each employee's cost assessment for the Health, Dental, and Long Term Disability Plans. When an employee is on Long Term Disability, the Employer shall continue to pay one half (1/2) of the employee's cost assessment for Group Health, and Dental coverage.

The Employer shall administer a Long Term Disability Plan for all employees of the Bargaining Unit. This plan will guarantee seventy percent (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 fifty percent (50%) that the Employer would have paid towards the plans will be applied to the Group Health and Dental Plans.

23.03 Group Life

The Employer shall pay the full cost of premiums for a Group Life Insurance Plan.

23.04 (a) Employee Benefit Plan Disclosure

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan texts and amendments. In addition, the Employer shall once a year provide the Union with copy of the Financial/Actuarial statement for all employee benefit plans and tri-annual actuarial evaluation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used.

(b) Benefit Plan Committee

One representative of the contributing members of CUPE 501 WWTP and one alternate shall be the members of the Utility Pension Commission.

Up to 2 representatives of CUPE 501 WWTP shall be members of the City Benefit Advisory Committee.

This Committee may make recommendations to their respective parties relative to benefit plans, but in no manner will have the authority to bind the parties to any agreement. The parties to this Agreement will cooperate fully with this Committee in the interests of all parties.

23.05 Worker's Compensation Paid Supplement

- (a) 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 (2) continuous years from the date wage loss benefits are first paid to the employee pursuant to the Act.

- (b) An employee receiving payment for a compensable injury under Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on Worker's Compensation, the Employer shall continue to pay the employee's share of all premiums for employee benefit plans, including the pension plan.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in the employee's former or equivalent position with the Employer upon the employee's return to work.

## **ARTICLE 24 - JOB SECURITY**

### **24.01      Restrictions on Contracting-Out**

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

### **24.02      Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall form part of this Agreement as Appendix "C".

### **24.03      No Elimination of Present Classifications**

Existing classifications shall only be eliminated or changed upon prior negotiation between the parties to this Agreement.

### **24.04      Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are



unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

## **ARTICLE 25 - GENERAL CONDITIONS**

### **25.01 Bulletin Boards**

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and 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.

### **25.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and all other existing rights, privileges and obligations of the parties shall remain in existence. In such an event this Agreement shall be re-opened for negotiation to settle those provisions affected by the change in law.

### **25.03 Amalgamation, Regionalization and Merger Protection**

In the event the Employer merges, amalgamates, sells, leases, or transfers or has agreed to sell, lease or transfer the employee's business or the operations thereof or any part of either of them this Collective Agreement, its obligations and requirements continues in force and is binding upon such merged Employer, amalgamated Employer, purchaser, lessee or transferee.

In the event of any of the foregoing coming into effect, this Employer agrees to give the Union notice in writing one hundred and eighty (180) days prior to any intent of the Employer to implement the above.

The Employer shall further undertake to inform the merged Employer, amalgamated Employer, purchaser, lessee or transferee of the fact that a Union exists and of the existence of this Collective Agreement.

### **25.04 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

25.05 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified during each round of negotiations.

**ARTICLE 26 – TERM OF AGREEMENT**

26.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2022. This Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing by November 1<sup>st</sup> in any year that it desires its termination or amendment.

26.02 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.

26.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

**ARTICLE 27 - DISCHARGE AND DISCIPLINE**

27.01 No employee shall be disciplined or discharged without just cause.

27.02 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action. The employee shall be accompanied by the Shop Steward who shall be advised in advance by Management of the time and place of meeting.

27.03 Verbal warnings will not be considered part of the disciplinary procedure. When an offence (other than discharge for just cause) is found to be serious enough to warrant a written warning, this warning shall be issued in triplicate with one (1) copy going to the employee, one (1) to the Union, and one (1) being retained by Management.

Repetition of the offence for which a written warning has been issued may render the employee liable to suspension.



A repetition of an offence for which an employee has incurred suspension may render the employee to discharge.

27.04 Any reply by the employee to the warning or suspension shall become part of the employee's record. The record of any disciplinary action shall not be referred to or used against the employee at any time after twenty-four (24) months following such action.

27.05 Demotion shall not be used as a disciplinary action.

## **ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY**

### **28.01 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.

All employees working in any capacity shall use all necessary safety equipment as recommended by the Safety Committee, the Superintendent or Workers Compensation Board.

### **28.02 Safety and Health Records, Reports and Data**

Subject to privacy legislation, the Employer shall provide the Committee with all accident reports and other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Worker's Compensation Board and other government departments and agencies.

### **28.03 Clothing**

The Employer shall supply the following clothing to be replaced as required.

Three (3) pairs of coveralls to be dry-cleaned by the Employer

One set of rain gear

One hard hat & lining

Rubber gloves

Non-asbestos fire-proof gloves

Smocks

Steel toe rubber boots

Safety boots

Winter coveralls

Winter jacket

28.04 First Aid Kits

A first aid kit shall be supplied by the Employer to each mobile unit of the Employer and other appropriate locations.

28.05 Jurisdiction of Health and Safety Committee

The Committee does not have the power to bind either Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall only have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

28.06 Time Off for Health and Safety Training

With the approval of management, Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. Management approval will not unreasonably be withheld.

28.07 No employee shall be disciplined or discharged for refusal to work on a job in any work place or to operate any equipment where the employee has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, the employee does not work, the employee shall not suffer a loss of pay.

The parties agree that where there is disagreement between them, in regards to an unsafe situation, an Inspector from the Workers' Compensation Board will be requested to decide the issue.

28.08 Immunizations

The Employer agrees to pay the full cost of immunizations as recommended for employees who are at risk due to the nature of their duties as sewage workers as advised by the Chief Public Health Officer of Health PEI and as otherwise agreed between the parties.



## ARTICLE 29 - CROSSING PICKET LINES

- 29.01 Any employee shall not be expected to cross a picket line except in an emergency situation.

## ARTICLE 30 - 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 Employer 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 under no circumstances will the wages of employees be reduced as a result of CPI being less than the negotiated wage increases. The following examples will govern the calculation of the percentage difference to be applied to an employee's basic salary:

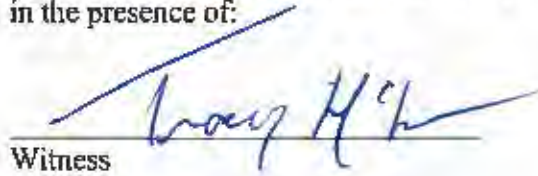
	Eg. 1	Eg. 2
#1. Salary increase:	2%	2%
#2. CPI:	3%	4%
#3. CPI less 1%:	2%	3%
#4. adjustment to basic salary for year (i.e.: #3 - #1 = basic salary adjustment)	0%	1%
#5. Lump sum payment (i.e.: #3 - #1 = basic salary adjustment)	0%	1%

DATED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, THIS 15<sup>th</sup> DAY OF July, 2020.

SIGNED SEALED AND DELIVERED  
in the presence of:

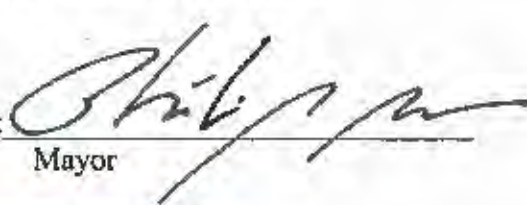
CITY OF CHARLOTTETOWN

Witness



PER:

Mayor



Witness



PER:

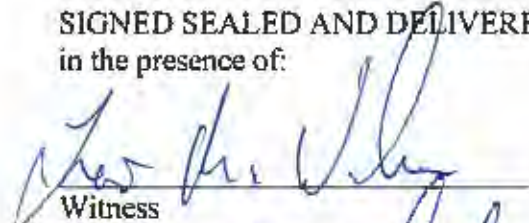
Chief Administrative Officer



SIGNED SEALED AND DELIVERED  
in the presence of:

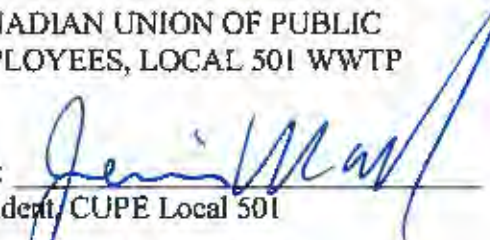
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 501 WWTP

Witness

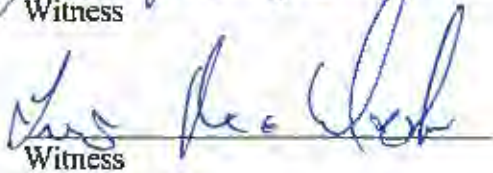


PER:

President, CUPE Local 501



Witness



PER:

Shop Steward, CUPE Local 501 WWTP



V.P. J.W.



## APPENDIX "A"

	01Jan18	01Jan19	01Jan20	01Jan21	01Jan22
		2.0%	2.0%	2.0%	2.0%
WWTP Tech I	33.33	34.00	34.68	35.37	36.08
Opr/Lab Tech	30.57	31.18	31.81	32.44	33.09
WWTP Tech II	30.57	31.18	31.81	32.44	33.09
WWTP Tech Asst	28.56	29.13	29.71	30.31	30.91
New employees on probation and temporary employees receive 10% less than above wage scale.					
Standby Rate	41.62	42.45	43.30	44.16	45.05

**Certification Bonus – one time lump sum payment upon the attainment of the above.**

Tech II (level II required)	WWTP Operator Level 3 = \$3,000	WWTP Operator Level 4 = \$3,000
Tech I (level II required)	WWTP Operator Level 3 = \$3,000	WWTP Operator Level 4 = \$3,000
Tech Assistant (level I required)	WWTP Operator Level 3 = \$3,000	WWTP Operator Level 4 = \$3,000
Any Employee who attains a new trade (red seal) or power engineer/electrical maintenance	\$3,000 per trade	

## Letter of Understanding

AGREED TO AND SIGNED THIS 15<sup>th</sup> DAY OF July, 2020.

CITY OF CHARLOTTETOWN

MAYOR

CHIEF ADMINISTRATIVE OFFICER

WITNESS

**PRESIDENT**

VICE-PRESIDENT



**APPENDIX “C”  
JOB DESCRIPTIONS**

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**CITY OF CHARLOTTETOWN  
WATER & SEWER UTILITY**

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**TECHNICIAN ASSISTANT  
WASTEWATER TREATMENT PLANT**

<b>POSITION:</b>	Technician Assistant – Wastewater Treatment Plant
<b>RESPONSIBLE TO:</b>	Superintendent – Wastewater Treatment Plant
<b>REPORTING TO:</b>	Technician I – Wastewater Treatment Plant
<b>NATURE OF WORK:</b>	This position is semi-technical in nature requiring hands-on skills to assist in maintaining, repairing, operating, servicing and cleaning WWTP assets.

*Note: Ensure that the confidentiality of City affairs is respected and practiced at all times.*

**AREAS OF RESPONSIBILITY:**

- Assist Wastewater Treatment Plant Technician I and II to ensure facilities described or subsequently added are maintained in accordance with corporate preventive maintenance program.
- Assist Wastewater Treatment Plant Technician I and II on an as-required basis in the servicing, repairing, conditioning and overhauling of all equipment.
- Required to paint, clean floors, walls, glass, maintain lawns, shovel snow and all types of general cleaning.
- Participate in special duties under direction of the Superintendent.
- Responsible, when on standby duty, for informing necessary persons when Plant is to be placed on alarm status and be available to respond in event of an alarm.

- Responsible for maintenance in absence of Wastewater Treatment Plant Technician II.
- Responsible for compliance of approved safety regulations.
- Perform general maintenance duties when not required to assist Wastewater Treatment Plant Technician I or II.
- Work in rotation with others on standby duty, weekend duty, overtime and holidays.
- Complete records associated with the Technician Assistant's duties in a clear, concise manner.
- Inform Wastewater Treatment Plant Technician I of any conditions which the Technician Assistant considers are not normal.
- Inspect all lift stations as required and records all data, e.g. flow recordings, hour readings, number of starts, RPM, etc., as per check lists and give to Superintendent and/or Wastewater Treatment Plant Technician I for compliance.
- Perform other such related duties, responsibilities and functions on an as required basis as may be assigned by Wastewater Treatment Plant Technician I, including laboratory related duties.
- Perform other such related duties, responsibilities and functions as may be assigned.

#### **KNOWLEDGE AND ABILITIES:**

Knowledge of the operation, maintenance and treatment of wastewater.

Considerable knowledge of the hazards and safety precautions applicable to the work.

Ability to express ideas effectively, orally and in writing.

Ability to establish and maintain effective working relationships with employees, city officials and the public.

**Valid driver's license necessary to perform duties.**

#### **EDUCATION AND EXPERIENCE:**

Completion of grade XII or equivalent.

Trade qualifications would be considered an asset.

**For all new employees hired after the signing of the January 1<sup>st</sup>, 2019 to December 31, 2022 Collective Agreement, a condition of ongoing employment is the requirement to**



**obtain, within four years of the date of hire, minimum of Class I Wastewater Treatment Plant Operator and Class II Collection certificates after commencement of employment.**

**For clarity the parties agree that present employees hired before the signing of the January 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2022 Collective Agreement shall be grandfathered under the January 1, 2016 – December 31, 2018 Collective Agreement, Appendix “C” job description language of “Willingness to obtain a minimum of Class I Wastewater Treatment Plant Operator and Class II Collection certificates after commencement of employment.”**

Salary assigned:                      As per Collective Agreement (CUPE Local 501 WWTP).

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# CITY OF CHARLOTTETOWN

## WATER & SEWER UTILITY

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### OPERATOR/LAB TECHNICIAN WASTEWATER TREATMENT PLANT

**POSITION:** Operator/Lab Technician - Wastewater Treatment Plant

**RESPONSIBLE TO:** Superintendent - Wastewater Treatment Plant

**REPORTING TO:** Technician I – Wastewater Treatment Plant

**NATURE OF WORK:** This position is primarily technical in nature requiring technical knowledge and hands-on skills to operate, service and clean treatment facilities and subsequently added facilities.

*Note Ensure that the confidentiality of City affairs is respected and practiced at all times.*

#### ILLUSTRATIVE EXAMPLES OF WORK:

- Assist in the planning, organizing, direction and control of programs and activities of Pollution Control operations.
- Supervise the deployment of all personnel and equipment placed in the Technician's charge.
- Responsible to the Wastewater Treatment Plant Superintendent for the quality of work and standards of wastewater treatment, reporting through the Technician I.
- Carry out preventative maintenance inspections and operations on all assigned equipment and facilities.
- Obtain necessary wastewater and solids samples.
- Perform all laboratory tests and maintain complete records for all tests.
- Prepare necessary records and reports associated with the operations program.
- Responsible for compliance of approved safety regulations.
- Work in rotation with others on standby duty, weekend duty, overtime and holidays.
- Responsible, when on standby duty, for informing necessary persons when the plant is to be



placed on alarm status and be available to respond in the event of an alarm.

- Inspect all lift stations as required and record all data.
- Meet with the Technician I on a regular basis and inform the Technician I of any conditions which the operator considers are not normal.
- Assist in the procurement of materials, supplies and equipment, and maintenance of adequate records.
- Work hours shall be in accordance with the Collective Agreement.
- Perform other such related duties, responsibilities and functions as may be assigned.

#### **KNOWLEDGE AND ABILITIES:**

- Extensive knowledge of the operation, maintenance and treatment of a secondary wastewater plant.
- Considerable knowledge of the hazards and safety precautions applicable to the work.
- Ability to plan, organize, and direct the work of employees placed in the Technician's charge.
- Ability to express ideas effectively, orally and in writing.
- Must adhere to the City of Charlottetown Staffing Bylaw.

#### **EDUCATION AND EXPERIENCE:**

- Grade XII or equivalent.
- Completion of a recognized Wastewater Chemistry and Laboratory Course or applicable equivalent.
- For all employees employed on or before December, 2008, Certification of Class III Wastewater Treatment Plant Operator required, Class III Wastewater Collection is an asset and persons will be encouraged to obtain this level.
- For all employees employed after December, 2008, a condition of ongoing employment is the requirement to obtain Certification of Class IV Wastewater Treatment Plant Operator within one year of date of hire; Class III Wastewater Collection is an asset and persons will be encouraged to obtain this level.
- Experience in the operations and maintenance of a secondary wastewater treatment facility.
- Supervisor's experience would be an asset.
- Equivalent combination of education and experience will be considered.
- Valid driver's license necessary to perform duties.

Salary assigned: As per Collective Agreement (CUPE Local 501 WWTP).

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# CITY OF CHARLOTTETOWN

## WATER & SEWER UTILITY

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### TECHNICIAN I WASTEWATER TREATMENT PLANT

<b>POSITION:</b>	Technician I – Wastewater Treatment Plant
<b>RESPONSIBLE TO:</b>	Superintendent – Wastewater Treatment Plant
<b>REPORTING TO:</b>	Superintendent – Wastewater Treatment Plant
<b>NATURE OF WORK:</b>	<p>This is a technical position requiring extensive technical knowledge and hands-on skills to maintain, repair, operate, and service WWTP assets. This position is responsible for the operations and assistance in planning those assets of the Wastewater Treatment Plant to ensure that the facilities or subsequently added facilities are kept clean, functioning efficiently and maintained in accordance with the corporate maintenance program. This also includes the ordering and update of inventory.</p> <p>The Wastewater Treatment Plant Technician I meets with the Superintendent on a daily basis to discuss overall maintenance and operation of the system. Reporting to this position are the Operator/Lab Technician, the Technician II and Assistant(s).</p>

*Note: Ensure that the confidentiality of City affairs is respected and practiced at all times.*

#### **AREAS OF RESPONSIBILITY:**

- Ensure facilities described or subsequently added are maintained in accordance with the corporate preventive maintenance program.
- Ensure all equipment is in good condition, maintained and operating in a manner consistent with design specifications.
- Ensure an inventory of spare parts is maintained in order to carry out the corporate preventive maintenance program.
- Have the authority to purchase supplies for areas of responsibility as per approved purchase order procedures and limits.



- Responsible for directing work of others assigned to assist the Technician.
- Responsible for compiling of reports, records, charts, etc., necessary to ensure an efficient operation of a preventive maintenance program.
- Responsible to inform Superintendent of any maintenance or plant and lift stations operations which are not normal.
- Responsible, when on standby duty, for informing the necessary persons when the Plant is to be placed on alarm status and be available to respond in the event of an alarm.
- Responsible for compliance of approved safety regulations.
- Responsible for and approve any work carried out by outside contractors in the Technician's charge.
- Responsible to carry out laboratory tests and/or operations to ensure efficiency of system in order to meet standards of wastewater treatment.
- Meet daily with Superintendent to discuss overall operations.
- Carry out scheduled preventive maintenance inspections and operations on all equipment and facilities in the Technician's charge.
- Discuss, plan and schedule with Plant Superintendent any problems encountered in carrying out the Technician's preventive maintenance inspections and operations which are not attended to during the check.
- Carry out repairs on equipment which has malfunctioned.
- Maintain records and reports associated with maintenance program in a clear, concise manner.
- Order and maintain a spare parts inventory in consultation with Superintendent.
- Inform Superintendent of any abnormal condition.
- Work in rotation with others on standby duty, weekend duty, overtime, holidays, etc.
- Assist Superintendent in preparation of maintenance budget.
- Arrange for outside repair work to be carried out when necessary, in consultation with Superintendent.
- Advise Superintendent when equipment is going to be locked out for maintenance and/or repair.

- Participate with Superintendent in carrying out scheduled inspections of facilities and equipment.
- Calibrate all meters under the control of WWTP.
- Fabricate and make any welding repairs, taking into consideration limitations of the shop.
- Make all electrical repairs within scope of Technician's ability.
- Carry out all pump, gear box and mechanical repairs with exception of work within scope of a machine shop due to lack of equipment and time.
- Make any plumbing modifications or repairs which may be deemed necessary.
- Carry out all boiler servicing and repairs.
- Carry out all gas generator servicing and repairs, taking into consideration limitations of the shop.
- Recommend design changes for Treatment Plant to Supervisors and engineers.
- Review engineer specifications for Plant upgrading.
- Repair all digester piping and process control systems.
- Perform other such related duties, responsibilities and functions as may be assigned.

#### **KNOWLEDGE AND ABILITIES:**

Extensive knowledge of the operation, maintenance and treatment of wastewater.

Considerable knowledge of the hazards and safety precautions applicable to the work.

Ability to plan, organize, and direct the work of employees placed in the Technician's charge.

Ability to express ideas effectively, orally and in writing.

Ability to establish and maintain effective working relationships with employees, city officials and the public.

Ability to read electrical diagrams to help in electrical troubleshooting.

Ability to interpret as built.



## **EDUCATION AND EXPERIENCE:**

Completion of grade XII or equivalent.

Digester Gas System Maintenance Workshop Course

Trade qualifications in oil burner, electrical, industrial mechanics (millwright), instrumentation, plumbing/pipefitting or welding area.

**For all new employees hired after the signing of the January 1<sup>st</sup>, 2019 to December 31, 2022 Collective Agreement, a condition of ongoing employment is the requirement to obtain, within four years of the date of hire, minimum of Class II Wastewater Treatment Plant Operator, Class III Collection certifications after commencement of employment.**

**For clarity the parties agree that present employees hired before the signing of the January 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2022 Collective Agreement shall be grandfathered under the January 1, 2016 – December 31, 2018 Collective Agreement, Appendix “C” job description language of “Willingness to obtain a minimum of Class II Wastewater Treatment Plant Operator, Class III Collection and Gas Fitter V (Ontario) certifications after commencement of employment.”**

Supervisory experience would be an asset.

Valid driver's license necessary to perform duties.

Salary assigned: As per Collective Agreement (CUPE Local 501 WWTP).

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# CITY OF CHARLOTTETOWN

## WATER & SEWER UTILITY

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### TECHNICIAN II WASTEWATER TREATMENT PLANT

<b>POSITION:</b>	Technician II – Wastewater Treatment Plant
<b>RESPONSIBLE TO:</b>	Superintendent Wastewater Treatment Plant
<b>REPORTING TO:</b>	Technician I – Wastewater Treatment Plant
<b>NATURE OF WORK:</b>	<p>This position is technical in nature requiring technical knowledge and hands-on skills to maintain, repair, operate and service WWTP assets and to ensure the facilities or subsequently added facilities are kept clean, functioning efficiently and maintained in accordance with the corporate maintenance program.</p> <p>The Wastewater Treatment Plant Technician II meets with the Wastewater Treatment Plant Technician I on a daily basis to discuss overall maintenance operations of the system.</p>

*Note: Ensure that the confidentiality of City affairs is respected and practiced at all times.*

#### **AREAS OF RESPONSIBILITY:**

- Ensure facilities described in the Technician's charge or subsequently added are maintained in accordance with the corporate preventive maintenance program.
- Ensure all equipment in the Technician's charge is in good condition, maintained and operating in a manner consistent with design specifications.
- Responsible for directing work of others assigned to assist the Technician.
- Responsible to inform Wastewater Treatment Plant Technician I of any maintenance of plant and lift stations operations which are not normal.
- Responsible, when on standby duty, for informing necessary persons when the Plant is to be placed on alarm status and be available to respond in the event of an alarm.
- Responsible for compliance of approved safety regulations.



- Responsible to carry out laboratory tests and/or operations to ensure efficiency of system in order to meet standards of wastewater treatment.
- Meet daily with Wastewater Treatment Plant Technician I to discuss overall operations.
- Carry out scheduled preventive maintenance inspections and operations on all equipment and facilities in the Technician's charge.
- Discuss, plan and schedule any problems with Wastewater Treatment Plant Technician I encountered in carrying out the Technician's preventive maintenance inspections and operations which are not attended to during the check.
- Carry out repairs on equipment which has malfunctioned under direction of Wastewater Treatment Plant Technician I.
- Maintain records and reports associated with maintenance program in a clear, concise manner.
- Inform Wastewater Treatment Plant Technician I of any abnormal condition.
- Work in rotation with others on standby duty, weekend duty, overtime, holidays, etc.
- Advise Superintendent and/or Wastewater Treatment Plant Technician I when equipment is going to be locked out for maintenance and/or repair.
- Participate with Superintendent and Wastewater Treatment Plant Technician I in carrying out scheduled inspections of facilities and equipment.
- Assist with calibration of all meters under control of WWTP.
- Fabricate and make any welding repairs, taking into consideration limitations of the shop.
- Make all electrical repairs within scope of the Technician's ability.
- Carry out all pump, gear box and mechanical repairs with exception of work within scope of a machine shop due to lack of equipment and time.
- Carry out any plumbing modifications or repairs which may be deemed necessary.
- Carry out all boiler servicing and repairs.
- Carry out all gas generator servicing and repairs, taking into consideration limitation of the shop.
- Make recommendations to Wastewater Treatment Plant Technician I in regard to design changes of WWTP assets.
- Repair all digester piping and process control systems.

- Responsible for maintenance/operations in absence of Wastewater Treatment Plant Technician I.
- Perform other such related duties, responsibilities and functions as may be assigned.

#### **KNOWLEDGE AND ABILITIES:**

Extensive knowledge of the operation, maintenance and treatment of wastewater.

Considerable knowledge of the hazards and safety precautions applicable to the work.

Ability to plan, organize, and direct the work of employees placed in the employee's charge.

Ability to express ideas effectively, orally and in writing.

Ability to read electrical diagrams to help in electrical troubleshooting.

Ability to interpret as built.

#### **EDUCATION AND EXPERIENCE:**

Grade XII or equivalent.

Digester Gas System Maintenance Workshop Course

Trade qualifications in oil burner, electrical, industrial mechanics (millwright), instrumentation, plumbing/pipefitting or welding area.

**For all new employees hired after the signing of the January 1<sup>st</sup>, 2019 to December 31, 2022 Collective Agreement, a condition of ongoing employment is the requirement to obtain, within four years of the date of hire, minimum of Class II Wastewater Treatment Plant Operator, Class III Collection, certifications after commencement of employment.**

**For clarity the parties agree that present employees hired before the signing of the January 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2022 Collective Agreement shall be grandfathered under the January 1, 2016 – December 31, 2018 Collective Agreement, Appendix "C" job description language of "Willingness to obtain a minimum of Class II Wastewater Treatment Plant Operator, Class III Collection and Gas Fitter V (Ontario) certifications after commencement of employment."**

Valid driver's license necessary to perform duties.

Salary assigned: As per Collective Agreement (CUPE Local 501 WWTP).



## APPENDIX "D"

### Memorandum of Agreement

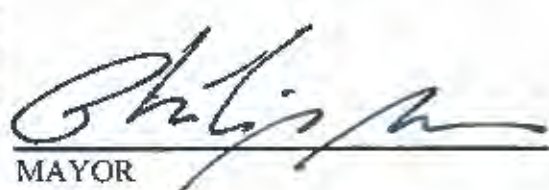
Should the Employer's operational needs change regarding the hours of work which the Employer determines are needed to operate the plant, the parties agree to reopen negotiations regarding the hours of work as laid out in Article 16.

AGREED TO AND SIGNED THIS 15th DAY OF July, 2020.

SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF

CITY OF CHARLOTTETOWN


  
WITNESS

  
MAYOR

  
WITNESS

  
CHIEF ADMINISTRATIVE OFFICER

LOCAL UNION NO. 501  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES

  
WITNESS

  
PRESIDENT

  
WITNESS

  
VICE-PRESIDENT





