

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY OF SUMMERSIDE**

**AND**

**CUPE LOCAL 1174**

**“POLICE AND FIRE”**

**OCTOBER 1, 2024 – MARCH 31, 2026**

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## ARTICLE 1 – PURPOSE OF AGREEMENT

### A. It is the purpose of 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; and
4. to promote morale, well-being and security of all the employees in the Bargaining Unit of the Union.

### B. It is 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 RIGHT

- A. 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 employees, maintain order, efficiency, direct, classify and re-classify and also the right of the Employer to discipline 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 3 – RECOGNITION AND NEGOTIATIONS

### A. Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1174 as the sole and exclusive Collective Bargaining Agent for all of its employees, including any Civilian Members as may be appointed from time to time, but excluding the **Chief of Police** and those employees above the rank of Sergeant, **OJT students**, the Director of Fire Services and Members of the Volunteer Fire Brigade, and hereby consents and agrees to negotiate with the Union or any of its authorized Committees, concerning all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### 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, experimenting or in emergencies, for short periods only.

C. No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

## ARTICLE 4 – NO DISCRIMINATION

A. The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercises or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, color, disability, ethnic or national origin, political or religious affiliation, sex, family status, gender expression, gender identity, sexual orientation, or source of income of any individual or class of individuals or marital status, place of residence, nor by reason of their membership or activity in the Union.

B. Not Discriminatory

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive employees of their employment, unless through just cause.

## ARTICLE 5 – UNION SECURITY

All employees of the Police and Fire Services Departments, coming within the scope of this Agreement, as a condition of continued employment, shall become and remain Members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees shall, as a condition of continued employment, become and remain Members in good standing in the Union within thirty (30) calendar days of employment with the Employer.

## ARTICLE 6 – CHECK-OFF UNION DUES

A. Check-Off

The Employer shall deduct from every employee any dues, initiation or assessments levied in accordance with the Union Constitution and/or By-Laws and owing from them to the Union.

B. Deductions



Deductions shall be made from the payroll period on the first (1<sup>st</sup>) period of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

## ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEE

### A. New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

### B. Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to **their** Union Representative, who will provide **them** with a copy of the Collective Agreement.

## ARTICLES—CORRESPONDENCE

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources of the Employer and the Secretary of the Union.

## ARTICLE 9 LABOUR/MANAGEMENT COOPERATION COMMITTEE

A. A Labour-Management Cooperation Committee shall be established, consisting of two (2) representatives of the **Employer** and two (2) representatives of the Union. The Committee shall enjoy the support of both Parties in full to this Agreement in interest and maximum service to the public.

### B. 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 names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### C. Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer and not more than three (3) members of the

Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

**D. Function of the Bargaining Committee**

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

## ARTICLE 10 – LABOUR / MANAGEMENT RELATIONS

**A. Representative of the Canadian Union**

The Union shall have the right, at any time, to have the assistance of representation of the Canadian Union of Public Employees when dealing or negotiating with the Employer and the Employer shall have the right to such counsel as it may deem necessary at such dealings or negotiations. Such representatives shall have access to accommodation on the Employer's premises in order to investigate and assist in the settlement of the Grievance.

**B. Meeting 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 no later than six (6) calendar 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 Cooperation Committee, who is in the employ of the Employer, shall have the right of attending Committee meetings held within working hours without loss of remuneration.

**D. Technical Information**

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plan and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes, except items of a secure nature or when criminal proceedings are involved.

## ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

**A. Personnel Records**



The Employer shall notify an employee, in writing, of any expression of dissatisfaction concerning **their** work within ten (10) working days of the event of the complaint or within the time it becomes available to the Employer, with a copy to the Union if the employee so requests. This notice shall include particulars of the work performance which led to the dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** record for use against **them** in regard to discharge, discipline, promotion, demotion or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to advancement or standing with the Employer, whether or not it relates to **their** work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** record.

The record of an employee shall not be used against **them** at any time after twenty-four (24) months following a suspension or disciplinary action, including letter of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue a Grievance to Arbitration, shall not be considered an admission that such discipline was justified.

For the sole purpose of retaining disciplinary records for potential disclosure pursuant to the Supreme Court direction, as laid out in *R. v. McNeil*, 2009 SCC 3, [2009] 1 S.C.R. 66, the parties agree that upon the expiry of the twenty-four (24) month period following a suspension or disciplinary action, as laid out in Article 11(A) above, the Employer will seal any employees disciplinary record and shall mark it confidential. The parties further agree that these records shall only be held in the Human Resources Department of the City of Summerside and would only be unsealed for the purposes detailed herein, if so ordered by the Courts/Crown Prosecutor.

#### B. Discharge Procedure

An employee, who has completed **their** probationary period, may be dismissed, but only for just cause and only upon the authority of the Employer. When **the Chief of Police or designate** may suspend an employee, **they** shall report immediately such action to the Employer. When an employee is discharged or suspended, **they** shall **promptly** be given the reason in writing.

#### C. May Omit Grievance Steps

An employee, considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 12, Grievance Procedure. The first level of the Grievance Procedure shall be omitted in the case of a suspension, and the first and second levels of the grievance procedure shall be omitted in the case of discharge.

#### D. Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, without



loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just or equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

- E. Any employee will have the right, at any time, to have the assistance of representation of the Canadian Union of Public Employees when dealing with the Employer and the Employer will advise an employee of the right to such representation when meeting or dealing with the employee for matters of discipline or when receiving a "Notice of Dissatisfaction."

## ARTICLE 12 – GRIEVANCE PROCEDURE

- A. Should a dispute arise between the **Employer** and the Union or its employees regarding interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitral, or **when** 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.
- B. Within ten (10) full working days after the circumstances giving rise to a complaint occur, or of the time it comes to the attention of the employees, it shall be put in writing, signed by the employee and a Shop Steward and presented at the first level of the Grievance Procedure, which shall be the **Chief of Police or designate**.
- C. The **Chief of Police or designate** shall render a decision in writing to the Union Steward and the aggrieved employee within seven (7) working days from the time the Grievance was presented to **them**.
- D. If the decision of the **Chief of Police or designate** is not acceptable to the aggrieved employee and/or the Union, the Grievance may, within ten (10) working days of the expiration of such seven (7) day period, be presented to the second level, which shall be the Chief Administrative Officer or designate.
- E. The Chief Administrative Officer or designate shall consult with both parties involved in the dispute at a hearing mutually arranged by the parties. Such meeting must be held within ten (10) working days from the expiration of the time limits in D, above, unless otherwise mutually agreed between the parties. The decision of the Chief Administrative Officer or designate shall be forwarded to those parties concerned within seven (7) working days of hearing referenced herein.
- F. If the decision of the Chief Administrative Officer or designate is not acceptable to the aggrieved employee and/or the Union, the Grievance may, within **thirty (30)** working days of the expiration of the seven (7) day period mentioned in E, be **referred to Arbitration by the Union**.



- G. When a dispute involving general application or interpretation occurs, the Employer and the Union may agree to bypass the first **two (2)** levels of the Grievance Procedure and go directly to Arbitration.
- H. Grievances settled satisfactorily within the time allowed shall date from the time that the Grievance was filed.
- I. The **Employer** shall supply the necessary facilities for the Grievance meeting.
- J. A Grievance under this Agreement shall be defined as a difference or dispute between the **Employer** and any Union Employee(s), or a case where the **Employer** has been said to have acted unjustly. The time limits fixed under this Article may be varied by consent of the Parties of this Agreement.

## ARTICLE 13 - ARBITRATION

### A. Composition of Board of Arbitration

When either Party requires 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. Within five (5) working days thereafter, the other Party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman.

### B. Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within seven (7) working days of appointment, the appointment shall be made by the Minister of Labour, upon request of either Party.

### C. Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairman is appointed.

### D. Decision 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 Chairman 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 an arrangement which, in its opinion, it deems just and equitable.

E. Disagreement on Decision

Should the Parties disagree as to the meaning of the declaration, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) working days.

F. Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the Arbitrator it appoints.
- 2) One-half of the fees and expenses of the Chairman.

G. Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement.

H. Witnesses

At any stage of the Grievance or Arbitration Procedure, 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(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the Grievance.

## ARTICLE 14 – SENIORITY

A. Seniority Defined

Seniority is defined as the length of service in the **Bargaining Unit**.

B. Seniority List

The Employer shall maintain a seniority list showing the date on which each employee's service commenced.

C. Probationary Employees

**All newly hired Police Officers shall be on a probationary term for a period of six (6) months from the date of hiring. Newly hired police officers with two (2) years of satisfactory service with a recognized municipal, provincial or federal police agency will be paid at**

the rate of first class constable immediately upon commencement of employment and will be promoted to first class constable immediately on satisfactory completion of probation. All other newly hired employees, including police officers with less than two (2) years of service with a recognized municipal, provincial or federal police agency and newly graduated cadets will be paid at the rate of a probationary constable and promoted accordingly as per this agreement. Newly hired police officers with less than two (2) years of service with a recognized federal, provincial or municipal agency will have that previous service applied toward promotions at the end of their probationary period and will be paid accordingly.

The probationary period may be extended by the Employer for an additional period, not to exceed ninety (90) days, if in the opinion of the Employer, such extension is considered warranted. Written notice of such extension and the reasons therefore shall be given to the employee and the Union. During the probationary period, employees shall be entitled to all rights and privileges of 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 noted in Article 4, as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment.

Current and new employees who are recent cadet graduates or who do not otherwise meet the criteria of having completed 2 years of service with a recognized municipal, provincial or federal police service will, upon the successful completion of the probationary period, hold the rank of 3<sup>rd</sup> class Constable for a period of 1 year inclusive of the probationary period. Upon completion of the period required as a 3<sup>rd</sup> class Constable, the employee will automatically become a 2<sup>nd</sup> class Constable and will remain at that designation for a period of 12 months. After completing the required 12 months as a 2<sup>nd</sup> class Constable, the employee will automatically become a 1<sup>st</sup> class Constable.

Promotions above the rank of 1<sup>st</sup> Class Constable are not automatic.

#### D. Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of illness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority in the event they:

1. are discharged for just cause and is not reinstated;
2. resign;
3. are absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.



4. fail to return to work within seven (7) working days following a layoff or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
5. are laid off for a period longer than one (1) year.

E. Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside the Bargaining Unit, they shall retain their 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, they shall be placed in a job consistent with their 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.

ARTICLE 15 – LAYOFF AND RECALL

- A. In the event of layoff, employees shall be laid off in the reverse order of their Bargaining Unit-wide seniority.
- B. The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective day of layoff, or award pay in lieu thereof, unless a greater period of notice is required by Legislation, in which case, such greater period of notice or pay in lieu thereof shall be given.
- C. Employees shall be recalled in order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall return to work within seven (7) working days from the time that they receive notice of recall unless, on reasonable grounds, they are unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing their right to recall in the future should the recall be for part-time or temporary.
- D. No new employees shall be hired until those laid off have been given the opportunity of recall. Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Employer and sent to the Union.
- E. In the event of a layoff, employees affected shall have the right to continue coverage of benefits by making direct payments.



## ARTICLE 16 PROMOTIONS, APPOINTMENT, AND STAFF CHANGES

- A. All vacancies calling for promotions within the Bargaining Unit will be open for application to any **employee** with the **Employer** who has completed **three (3) years' service in the bargaining unit**. The notice shall be posted on bulletin boards for a period of at least two (2) weeks to give all applicable personnel a chance to apply for the position. When posted, a job description is to be posted along with the qualifications required. **No outside advertising will occur until present employees have had full opportunity to qualify**. A list of the applicants shall be maintained by the **Chief of Police** for a period of twelve (12) months and used to fill the same or an additional position should it become available in the same time frame. The name of the applicant who placed second for the position shall be posted in the event of the same or an additional position becoming available in the twelve (12) month period following the posting.

The deciding factors in the promotions and appointments shall be qualifications and ability, with fair consideration given to seniority.

- B. **Employees who are promoted will be on probation in the new position for six (6) months**. If for any reason the re-classified employee does not pass **their** probationary period, **they** shall revert to **their** former position, without losing **their** seniority or any related benefits that would have accrued to **them** had **they** not been re-classified. **In this situation, any employees who have backfilled promoted employees shall revert to their former positions, provided such positions exist.**

C. Disabled Employee's Preference

An employee who has been incapacitated at **their** work by injury or compensable disease, or who, through advancing years or temporary disablement is unable to perform **their** regular duties, will be employed in available work which the employee can do, without regard to other seniority provisions of this Agreement, except that such employees may not displace any employee with more seniority. The Employer is not required to establish a new position.

D. Job Training

The Employer will inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising to the position next senior to **their** own. Accordingly, senior employees shall be allowed regular opportunity to learn the work of such positions during the regular working hours by arrangement with interested employees to exchange positions for temporary periods, without affecting the rate of the employee's salary.

E. Promotion to Sergeant

The competition for a vacant or newly created Sergeant's position shall only be opened to Corporals, unless no Corporals **apply**. The general criteria for such promotion shall be the same as for other positions.



## ARTICLE 17 – HOURS OF WORK

### A. Hours

The Employer agrees that normal working hours for all members of the **Bargaining Unit** shall be as follows:

1. **Full-time employees on Platoon shall work the following twelve (12) hour schedule:**

Sec.	M	T	W	T	F	S	S
1				D	D	N	N
2					D	D	N
3	N					D	D
4	N	N					D
5	D	N	N				
6	D	D	N	N			
7		D	D	N	N		
8			D	D	N	N	

D=days – 12 hr. shifts (7:00 a.m. – 7:00 p.m.)

N=nights – 12 hr. shifts (7:00 p.m. – 7:00 a.m.)

2. **Employees assigned to the MCU and Identification section shall follow a schedule of shifts as determined by the Chief of Police or designate and the normal work week shall not exceed forty (40) hours per week.**

**Members assigned to the Traffic Section may be assigned to an 8 hour or 12 hour shift schedule at the discretion of the Chief of Police or designate. If assigned to 12 hour shifts, the schedule will be on a 4 on, 4 off rotation (the members will also accrue RTO time) in order to achieve an average of 40 hours per week. If assigned to an 8 hour shift schedule, the schedule will be determined by the Chief of Police or designate and the normal work week will not exceed 40 hours per week. The shift minimum does not include the Traffic Section.**

3. **Hours of work for an employee not assigned to a Platoon, the MCU and Identification section shall be 8:00 a.m. to 4:00 p.m. Monday through Friday, and the normal work week shall not exceed forty (40) hours per week.**

- B. **One hour meal time shall be included as part of the regularly scheduled work period for employees.**
- C. **Employees' days off shall be consecutive.**

- D. All shifts and assignments shall have a fixed time as per **Article 17 (a)** for starting work. All **employees** shall follow a fixed shift schedule and such schedule shall not be altered or rescheduled without twenty-four (24) hours' notice to the **employees** concerned.
- E. The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, as determined by Article 17 (a) with the approval of the **Chief of Police of designate**.
- F. For the purpose of calculating cost factors, vacations and benefits, all benefits and terms relating to work days, weeks and years shall be converted to hours, based on an eight (8) hour day, a forty (40) hour week or two thousand eighty (2080) hours per year. The hours determined shall then be converted to relate to the adjusted work days as indicated by the following examples:
1. **Twelve (12) statutory holidays under the former system equals ninety-six (96) hours of holidays.** When holidays occur on a specific date, the employee, if not working on that date, would receive eight (8) hours at regular pay. If working on that date, the employee would receive regular pay plus overtime pay for the hours actually worked during the twenty-four hour holiday period. Thus, if the employee commenced work at 7:00 p.m. on the day preceding the holiday, **they** would receive regular pay for five (5) hours of the shift and regular pay plus overtime pay for the seven (7) hours of the shift falling within the twenty-four (24) hour holiday period. When holidays do not occur on a specific date (i.e. a declared holiday), the employee shall be entitled to take eight (8) consecutive hours off duty with regular pay at a time approved by the **Chief of Police or designate**.
  2. The overtime provisions of the Collective Agreement shall not apply until after the completion of twelve (12) hours work.
  3. Sick Leave will continue to be credited at one and one-half (1 ½) days per month (twelve hours per month). Sick leave taken will be calculated in hours absent from work during sick leave.
  4. Accumulated sick leave shall be treated as eight (8) hour days for purposes of calculation of severance or retirement benefits.
  5. Bereavement leave for a **Platoon member** shall be four (4) shifts paid leave and a **non-Platoon member** shall be granted five (5) days paid leave as per **Article 22.D** a full days regardless of the number of days scheduled for work during that period. Travelling time shall be calculated in a like manner.
  6. **Pallbearer's Leave of one (1) day.**
  7. The Floating Holiday is a twelve (12) hour shift off duty. The provisions of Article 19 (a) apply.



- G. The scheduling of Patrol Staff shall be subject to the following provisions. If there are any conflicts between the following provisions and other sections of the Collective Agreement, the following shall govern with respect to the patrol staff.
1. The following definitions shall apply:
    - a. Full-time Employee – means an employee who is employed on a full-time basis.
    - b. Part-time Employee – means an employee who is guaranteed **less** hours of work than a full-time employee.
    - c. Unit – means the division within the Department, i.e. I-Dent, MCU, etc.
    - d. Platoon – means the Unit comprised of five (5) uniformed Police Officers working the twelve (12) hour shift schedule.
    - e. **probationary employee** – means an employee who has not completed the employee probationary period.
    - f. **Platoon Corporal** – means a corporal assigned by the Employer to work on a Platoon, who works the same hours of work as the Platoon to which they have been assigned.
    - g. **Time Off in Lieu/Float Time** – is time off earned by an employee as a result of working overtime.
  2. Unless the Employer and the Union agree otherwise, the regular hours of work shall be an average of forty (40) hours per week for all full-time employees, including meal breaks.
  3. Meal breaks shall be:
    - a. On the twelve (12) hour shift – one one (1) hour break;
    - b. On the eight (8) hour shift – one one (1) hour break.
  4. Police Officers on the Platoon System will work, on average, 2184 hours annually while only being compensated in their normal weekly wage package for 2080 hours annually. This will leave 104 hours worked per year that will fall under a new category of paid leave to be known as "Time Owed". The exception will be Part-time Police Officers who may be assigned to the Platoon System under paragraph 10 below. These Part time Police Officers will be paid for actual hours worked during each pay period and not compensated with Time Owed.
  5. **Annual Vacation with pay will have priority for approval ahead of Time Owed and Time Owed will have priority over Float. However, any Annual Vacation, Time Owed or Float that is applied for and approved by the Employer will stand. No other requests for leave during the same shift(s) will be considered.**
  6. Time Owed will be taken by Police Officers on the Platoon System in the following manner:
    - a. Each Police Officer on the Platoon System will be required to take, at least, one (1) full shift rotation (2 days and 2 nights) off, using only their Time Owed, between January 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year (a total of 48 hours of Time Owed leave with pay).



- b. Each Police Officer on the Platoon System will be required to take, at least, one (1) full shift rotation (2 days and 2 nights) off, using only their Time Owed, between July 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year (a total of 48 hours of Time Owed leave with pay).
- c. Time Owed must be used in accordance with this agreement and will not be carried over from year to year unless, through no fault of their own and for reasons beyond their control, a Police Officer is unable to take their Time Owed. In these circumstances the Police Officer shall be permitted to carry the Time Owed to the next calendar year. However, this carried over Time Owed must be used within the first three (3) months of the following calendar year.
- d. In order that the use of Time Owed will be as orderly as possible, each platoon will meet as a group, prior to January 1<sup>st</sup> and June 30<sup>th</sup> each calendar year, to select which rotation to take off on Time Owed (in order of seniority) for the subsequent six (6) month period. **When all requests are submitted as per the dates listed above, the Employer will approve or deny such requests within three (3) weeks (15 business days).**
- e. The Employer will be advised of the choices made by each Police Officer and these periods of Time Owed shall not be changed without the mutual consent of the Employer and Employee.

**7. Notwithstanding paragraph 1(d) above:**

- a. **Staffing levels on the Platoon System will not fall below 4 Police Officers, seven days per week.**
- b. **Should staffing levels fall below 4 Police Officers for any shift, 7 days per week, the Employer will attempt to call in a 4<sup>th</sup> employee from the Voluntary Overtime List.**
- c. **Should no member accept the voluntary overtime mentioned in (b), the Employer will not order in a member unless staffing levels fall below 4 on a Friday or Saturday night shift or 3 on any other shift.**
- d. **The Employer retains the right to employ numbers greater than the minimum required on any given shift.**

8. In the absence of the Corporal on a Platoon shift the Officer assigned to perform the I/C (in charge) duties pursuant to Article 23(C) of the collective agreement shall be of no lower rank than First Class Constable. On occasions where there is no Corporal and no Constable, who has achieved the rank of First Class Constable, on any given Platoon shift (day shift or night shift), the Employer shall make every reasonable attempt to call-in a Police Officer who has achieved the rank of First Class Constable, or above, from the Supervisors Overtime List to fill the role of supervisor for that shift.



9. The Employer may assign Part-time Constables to a regular rotation within the Platoon System in order to reach the required compliment of **five (5)** Constables on each platoon. A Part-time Police Officer who is assigned to the Platoon System will, when operational requirements permit, be given at least 48 hours' notice when the Employer intends to take them off the Platoon. For clarity, the intent of this paragraph does not include replacing any of the Full time Police Officer compliment with Part time Police Officers on a permanent basis.

10. Vacations for full-time employees **regularly working** twelve (12) hour shifts shall be converted to hours; i.e. 3 weeks' vacation - 120 hrs. - 10 x 12 hr. vacation shifts.

11. Sick leave for full-time employees on the twelve (12) hour shift shall be converted to hours; i.e. 1½ days per month - 12 hrs. - 1 x 12 hour shift.

12. All full-time employees who are scheduled to work from 7:00 a.m. on a statutory holiday (Article 19 [a]) to 7:00 a.m. on the day following the statutory holiday, shall be paid twelve (12) hours at one and one-half (1½) times the regular rate in addition to their regular pay.

All full-time employees who do not receive the overtime entitlement as set out above shall be paid an additional eight (8) hours pay at the regular rate.

13. Wherever possible, full-time employees shall be given a minimum of forty-eight (48) hours' notice before being transferred to a different Platoon or Unit within the Department.

14. All overtime on the twelve (12) hour shift, except court time, shall be calculated at the rate of time and one-half (1½).

15. a) During the ninety-six (96) hour regularly scheduled time off period commencing at 7:00 a.m. at the end of a shift cycle, court appearances shall be paid at double time.

b) During the ninety-six (96) hour period when shifts are scheduled, commencing at 7:00 a.m. on the first day shift, off-duty court appearances shall be paid at time and one-half (1½).

c) During vacations, **RTO and Float**, court appearances shall be paid at double time. An employee called back for a court appearance during vacation shall be paid for a minimum of eight (8) hours at double time.

d) The minimum call back as per Article 18 (e) still applies.

16. All employees shall report to work at least ten (10) minutes prior to the commencement of the shift to facilitate briefing.

17. Part-time employees, while filling in for full-time employees, shall not be considered full-time employees.

18. The Employer may employ a maximum of six (6) part-time police officers.



- 19. a) There shall be established:**  
i) a mandatory overtime list of full-time police officers;  
ii) a voluntary overtime list of full-time police officers;  
iii) a mandatory overtime list for dispatchers;  
iv) a voluntary overtime list of dispatchers; and  
v) overtime lists for part-time dispatchers and part-time police officers, if the Employer requires.
- b) Any full-time employees with the required dispatch training are entitled to be added to the voluntary overtime list for dispatchers.**
- c) The mandatory overtime lists for all positions will be the employee rosters and call-ins will be made in the reverse order of seniority.**
- d) When an employee is being ordered in to work, consideration will be given to whether that employee is scheduled to work the shift immediately preceding, or immediately following the shift that needs to be filled and this will be avoided when possible.**
- 20. Part-time employees shall not compete for promotions, but shall be entitled to apply for NEW full-time positions posted internally (except promotions, appointments or staff changes such as M.C.U., JFO, etc.) after full-time employees have been given the opportunity for a posted position and it is still subsequently left vacant.**
- 21. Part-time Police Officers shall only be used for uniform Platoon work and dispatch.**
- 22. A maximum of two (2) part-time Police Officers may be used on any one (1) twelve (12) hour shift or part thereof, subject to paragraphs [24] and [25] herein. However, the Employer may bring more than two (2) part-time Police Officers under the following conditions:**
- a) When the Employer brings in any part-time Police Officer(s) above the two (2) maximum in the paragraph above the Employer will be obliged to call-in a permanent Police Officer for every part-time Officer above the two (2) part-time Officer maximum.**
- b) Except as laid out in paragraph c) below, if there is/are not sufficient permanent Police Officer(s) available and willing to come in to work to match the part-time Officers being called in (one for one), in excess of the two (2) maximum in the paragraph above, then the extra part-time Officers cannot be called in.**
- c) Notwithstanding paragraphs a) and b) above and Article 17(G)7(c), on Friday and Saturday nights from 7:00 PM to 7:00 AM, if no permanent Police Officer accepts the voluntary call in, as laid out in paragraph 1 above, then the Employer will not be obligated to order someone in and may use a third (3) part-time Officer.**
- 23. Part-time employees means an employee who is guaranteed less hours of work than a full-time employee.**



24. If in the opinion of the **Chief of Police or designate** it is necessary to back-fill a shift by reason of sick leave of a full-time employee, for less than seven (7) consecutive calendar days from and including the first sick day claim, such back-filling shall be done in the first instance from the part-time employee list until each of such employees has attained at least forty (40) hours of work in the calendar week in which back filling arises. If no one is available, or if all part-time employees have attained at least forty (40) hours of work in the calendar week in which the assignment arises, **backfilling will occur** from the voluntary overtime list. If no one is available, **backfilling will occur** from the mandatory overtime list.

25. If in the opinion of the **Chief of Police or designate**, back-filling a shift is required by reason of sick leave for more than six (6) consecutive days, vacations, leaves of absence, maternity leave, adoption leave, training courses, long-term disability, workers compensation, injured on duty, then such back-filling may, at the discretion of the **Chief of Police or designate**, be done in the first instance from the part-time employee list; if no one is available, secondly from the voluntary overtime list; and if no one is available, thirdly from the mandatory overtime list.

26. Part-time employees shall be covered by the Collective Agreement only as stipulated in this Agreement, including:

- a) An overtime rate of time and one-half ( $1\frac{1}{2}$ ) shall be paid for all hours worked in excess of forty (40) hours in one week; unless part-time employees are working regularly scheduled shifts in excess of one calendar week, in which case, overtime shall be paid only for hours in excess of forty-eight (48) hours worked in a calendar week.
- b) Part-time employees shall receive 4% vacation pay in lieu of time off to be paid on each pay cheque.
- c) Part-time employees shall be paid an hourly rate of 90% of the new entry level hourly rate for Probationary Constables.
- d) Suitable clothing shall be given to part-time **police officers** as required, in the discretion of the **Chief of Police or designate**.
- e) Part-time employees shall be on probation for a period of six (6) months from the date of hire. The probationary period may be extended by **the Employer** for an additional period, not to exceed ninety (90) days, if in the opinion of **the Employer** such extension is considered warranted. Written notice of such extension and reasons thereof shall be given to the employee and the Union. During the probationary period part time employees shall be entitled to all rights and privileges for part time employees under Article 17 (g) 26, 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 noted in Article 4, as the basis of termination. Part time employees shall only be subject to one probationary period in their careers like permanent employees. Should a part time employee successfully apply for a permanent posting they shall be covered by the language of



Article 16(b) and have the right to be returned to their former part time position in the event they do not successfully complete the Trial Period for the permanent position.

f) Part-time employees shall be covered by the following provisions of the Collective Agreement:

**ARTICLE**

1. Purpose of Agreement
  2. Management Rights
  3. Recognition and Negotiations
  4. No Discrimination
  5. Union Security
  6. Check-off Union Dues
  7. Employer and Union Acquaint New Employees
  8. Correspondence
  9. Labour Management Cooperation Committee
  10. Labour Management Relations
  11. Discharge, Suspension and Discipline
  12. Grievance Procedure
  13. Arbitration
  25. Safety & Health
  27. General Conditions
  29. Term of Agreement
  31. Regulations Governing Summerside Police Service
- Schedule "A"**

27. If a full-time employee is laid off, they shall be given the opportunity to work as a part-time employee and shall, if necessary, displace a part-time employee, so that the number of part-time employees does not exceed the maximum number allowed pursuant to Paragraph [18], but at no time shall a laid off full-time employee displace a laid off full-time employee working as a part-time employee while there are part-time employees subject to displacement. Full-time employees working as part-time employees retain their full-time employee seniority, but do not earn seniority while working as a part-time employee.

28. Full-time employees on the twelve (12) hour shift who attend training shall revert to an eight (8) hour day shift as necessary to accommodate the schedule. If an employee is scheduled to work nights the night before the day of training, or the night of the day of training, their 12-hour night shift shall become an 8-hour training day, regardless of how many hours the training may last. For those employees scheduled to work on the day of the training their 12-hour day shift shall become an 8-hour training day unless the training ends before noon on the day of the training. In that case the employee shall be expected to complete their full 12-hour day shift on duty. For clarity, no employee shall be expected to work split shifts to accommodate the training schedule.

For further clarity, additional hours worked shall result in no overtime, nor shall the employee be penalized for working less hours.



29. Subject to Paragraph [30], during the months of June, July, August and September, each employee on the twelve (12) hour shift may only take one (1) cycle of 4 x 12 hour shifts for vacation before other employees are given the opportunity to choose vacation during those months, in accordance with Article 20. The employer will make every reasonable effort to allow employees to utilize accumulated time so as to avoid returning to work from vacation in the middle of a rotation.

30. Only one (1) employee at a time on the twelve (12) hour shift schedule may be on **vacation, RTO or Float** during any day shift (i.e. 7:00 a.m. – 7:00 p.m.) or night shift (i.e. 7:00 p.m. – 7:00 a.m.). In the sole discretion of the **Chief of Police or designate**, the number of employees on vacation may be increased.

31. For employees on the twelve (12) hour shift, shift differential shall be paid at the rate of fifty (50) cents per hour for all hours worked from 7:00 p.m. to 7:00 a.m.

- H. 1. The Employer may employ four (4) **or more** full-time civilian dispatchers.
2. The employer may employ a maximum of two (2) part-time civilian dispatchers, to fill in and complete any shortages in the present shift schedule for the civilian dispatchers, and to fill in for any sick, vacation or other leave for any of the civilian dispatchers.
3. A maximum of one (1) part-time dispatcher may be used on any (12) hour shift or part thereof.

## ARTICLE 18 – OVERTIME

### A. Overtime Defined

All time worked beyond the normal work week shall be considered as overtime.

### B. Overtime Rates

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 – time and one-half
3. On the second and subsequent regularly scheduled day off – double time with the exception of platoon members and MCU members working voluntary overtime on platoon. For clarity, MCU members working non-voluntary overtime on platoon will continue to receive double time on their second and subsequent day off.
4. Employees who are off on sick shall not be eligible for overtime on the shift for which they called in sick.

### C. No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime. Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate, to be known as "Float Time". This time off in lieu shall not include hours worked on a Statutory Holiday under Article 19. An employee's accumulation of "Float Time" shall not exceed forty-eight (48) hours. Approval of "Float Time" shall not be unreasonably withheld. For clarity, if an employee uses "Float Time" they shall be entitled to continue to accumulate additional time to bring their bank back up to 48 hours. Accumulated "Float Time" will be used by the 2<sup>nd</sup> pay period each December and will not be carried over to the following year. Any unused "Float Time" not used by the 2<sup>nd</sup> pay period of each December shall be paid out to the employee.

D. Sharing Overtime

**Using the overtime call in lists referred to in article 17 G (19)(a), overtime and call-back shall be divided equitably among the employees who are willing and qualified to perform the work that is available.**

E. Minimum Call-Back Time

A full-time employee who is called in and is required to work outside **their** regular working hours shall be paid at a minimum of three (3) hours at overtime rates.

F. Off Duty Court Appearance

No court appearances while on annual vacations. If this cannot be arranged with the courts and if the employee concerned is available to appear, **they** shall be compensated by receiving eight (8) hours at overtime rates. Employees shall be notified twenty-four (24) hours in advance of any required court appearance and shall receive a minimum of four (4) hours overtime for each appearance while attending court during off duty hours. For clarity, regardless of how many court notices **an employee** receives, they shall not receive more than one four (4) hour overtime callout in the morning and one four (4) hour callout in the afternoon of the same day.

G. Each employee shall receive sixteen (16) hours of advance notice of the cancellation of any court appearance **they** might be required to attend. Failure to provide such advance notice of cancellation shall result in the employee receiving off duty court appearance mentioned in [F] of this Article, regardless of the fact that **they** did not have to attend court.

ARTICLE 19 – HOLIDAYS

A. The following shall be considered holidays and shall be paid for at the regular rate of pay to employees who are not obligated to perform services on such days:

New Year's Day  
Good Friday  
Remembrance Day

Labour Day  
Thanksgiving Day  
Victoria Day



Christmas Day	Boxing Day
Canada Day	One Floating Holiday
Easter Sunday	Islander Day
<b>National Day for Truth and Reconciliation</b>	

And any other day(s) proclaimed as holidays by the **Federal, PEI Provincial** or Summerside Municipal Governments. No two employees shall take the Floating Holiday on the same day.

- B. All employees **scheduled** to work on any holiday as defined in Article 19 [a] of this Agreement will be compensated for all time worked at one and one-half (1 ½) times the pro rata rate, in addition to the regular day's pay allowed for the holiday.
- C. With the exception of the **Executive Assistant** and the **RMS Specialist**, all employees who are scheduled off on a holiday shall be paid an additional day's pay in lieu of the holiday. The **Executive Assistant** and the **RMS Specialist** shall receive the holiday off with pay and without loss of benefits. Holidays falling on weekend shall be compensated by taking a day or days off in succession at the beginning of the following week, except where New Year's Day, Remembrance Day, Christmas Day and Boxing Day happen to fall on a Saturday and/or a Sunday, when the **Executive Assistant** and the **RMS Specialist** shall be compensated for these holidays in the same manner as off duty Police Officers.
- D. If an employee is called in on a statutory holiday, they shall be paid at the double time rate.

## ARTICLE 20 – VACATIONS

### A. Vacation for Uniformed Police Officers

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

1. **During the first year of service and up to eight (8) years of service, an employee shall be entitled to three (3) weeks of vacation per year, which equals one hundred and twenty (120) hours. Vacation earned during the first year of service will be prorated based on commencement date.**
2. **Following completion of eight (8) years of service and up to seventeen (17) years of service, an employee shall be entitled to four (4) weeks of vacation per year, which equals one hundred and sixty (160) hours.**
3. **Following completion of seventeen (17) years of service, an employee shall be entitled to five (5) weeks of vacation per year, which equals two hundred (200) hours.**
4. **Following completion of twenty-seven (27) years of service, an employee shall be entitled to six (6) weeks of vacation per year, which equals two hundred and forty (240) hours.**

**B. Vacation for All Other Employees**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

1. **During the first year of service and up to eight (8) years of service, an employee shall be entitled to three (3) weeks of vacation per year. Vacation earned during the first year of service will be prorated based on commencement date.**
2. **Following completion of eight (8) years of service and up to seventeen (17) years of service, an employee shall be entitled to four (4) weeks of vacation per year.**
3. **Following completion of seventeen (17) years of service, an employee shall be entitled to five (5) weeks of vacation per year.**
4. **Following completion of twenty-seven (27) years of service, an employee shall be entitled to six (6) weeks of vacation per year.**

**C. Calculation of Vacation Pay for Part Time Employees**

Vacation pay shall not be less than 4% of gross earnings paid weekly.

**D. Vacation Pay for Termination**

An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation. Employees who terminate their employment and who have taken vacation which was not earned as of the date of termination shall have the amount of vacation taken, but unearned, deducted from the employee's final pay from the Employer.

**E. Preference in Vacation**

Vacations shall be granted on the basis of seniority, if such vacation is requested during the months of July and August. **All other vacation requests will be considered on a first come first served basis.**

**F. Vacation Schedules**

Vacation schedules shall be posted by May 1<sup>st</sup> each year and shall not be changed unless mutually agreed upon by the employee and the Employer, and only one member from each **Platoon** shall be permitted on vacation at any given time, subject to the approval of the **Chief of Police or designate. In exceptional circumstances, and subject to the sole discretion**



**of the Chief of Police or designate, more than one employee may be granted vacation, RTO or Float at the same time.**

**G. Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in blocks of forty (40) hours or more to a maximum of eighty-four (84) hours.

**Requests for leave of less than forty (40) hours will be considered on a case-by-case basis, considering operational requirements and will not be unreasonably denied.**

**Leave request of less than three (3) hours will only be approved if they do not result in overtime compensation**

**H. 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.

**I. Unused Vacation and/or Float Time**

**All employees must use their annual vacation and float time during one (1) calendar year, unless otherwise mutually agreed upon.**

If an employee is unable to take or reschedule all of their annual vacation and float time because of operational requirements, sick leave or reasons beyond the employee's control, they shall be paid for all unused vacation and float time at their regular rate of pay.

- J. Any employee who is in receipt of Long Term Disability Benefits or Workers Compensation Benefits for more than two (2) consecutive calendar years will cease to earn annual vacation with pay for the period of time they are in receipt of said benefits beyond two consecutive calendar years.**

**ARTICLE 21 – SICK LEAVE PROVISIONS**

- A. 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 a contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Board.**

**B. Amount of Sick Leave**

**Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days or twelve (12) hours for each month of service. Employees who are on approved leave shall continue to earn sick leave, with the exception of employees who are in receipt of Long Term Disability benefits. An employee shall accrue sick leave up to a maximum of one hundred**

and fifty (150) days or 1200 hours. Sick leave taken will be **deducted from accrued sick leave** and calculated in hours absent from work.

C. Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of **five (5) days** certifying that such employee is unable to carry out **their** duties due to illness. Any costs associated with such requirement shall be reimbursed to the employee by the **Employer**. The **Employer** reserves the right to request an examination by a Doctor of its choice for any illness; cost of such examination, if necessary, will be borne by the **Employer**.

D. Severance or Retirement Allowance

An employee having accrued sick leave to **their** credit shall, on retirement due to disability, death, age or eligibility for an unreduced pension pursuant to the **Employer's** Pension Plan (or an amount equal thereto), receive a salary grant in lieu thereof equal to such credit at the rate of pay effective immediately prior to such retirement. **In the case of an employee's death**, any accrued sick leave cash bonus shall be paid to **their** beneficiary to a maximum of one hundred and twenty-five (125) days or **1000 hours**. At the option of the employee, they may elect to receive such accumulated sick days as days off with pay immediately prior to the individual's retirement for such period as may be applicable, based on the number of sick days accumulated.

An employee having accrued sick leave to **their** credit shall, on severance, receive a salary grant in lieu thereof equal to a maximum of seventy-five (75) days or **600 hours**; such credit at a rate of pay effective immediately prior to severance or early retirement.

**An employee having accrued sick leave to their credit and who retires to pension not sooner than age 58 but prior to age of 60, shall receive a salary grant in lieu thereof equal to a maximum of one-hundred and twenty-five (125) days or 1000 hours; such credit at a rate of pay effective immediately prior to early retirement.**

- E. Employees may be provided with an advance of sick leave credits to cover periods for which they do not have sick leave accumulation.

## ARTICLE 12 LEAVE OF ABSENCE

A. For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Employer, including one shift per member of the Union bargaining committee to prepare for negotiations as a bargaining



committee member, or with respect to a Grievance, they shall suffer no loss of pay for time so spent.

**B. Union and Police Association Conventions**

Leave of absence with pay and without loss of seniority may be granted upon request to the Employer, to an employee elected or appointed to represent the Union at Union Conventions or Seminars and employees elected to represent the PEI Police Association at Canadian Police Association Events. Granting of leave under this article will be based upon operational requirements.

**C. Leave for Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be given leave of absence without loss of seniority by the employer for a period of up to one (1) year. After thirty (30) days on the leave of absence, the employee shall not accumulate vacation leave or sick leave credits or any other benefits during such leave of absence.

**D. Bereavement Leave**

a. A Platoon member shall be granted four (4) shifts paid leave and a non-Platoon member shall be granted five (5) days paid leave in the case of death of a parent, step-parent, spouse, common-law spouse, fiancé, child, step child, sibling, step-sibling, mother-in-law, father-in-law, grandparent, grandchild or any other second (2<sup>nd</sup>) degree relative who has been residing in the same household for a six (6) month period prior to death. When the burial occurs outside the Province, such leave shall include, as well, reasonable travelling time, the latter not to exceed five (5) days.

**b. Illness in the Immediate Family**

An employee shall be granted up to a maximum of three (3) days leave without loss of salary or wages in the case of illness or injury to a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, grandparent or any other second (2<sup>nd</sup>) degree relative who resides in the employee's household. Proof of the illness or injury may be requested by the employer.

c. One day's paid leave shall be granted, without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew, niece, brother-in-law or sister-in-law.

**E. Pallbearer's Leave**

One (1) day's leave shall be granted, without loss of salary or wages, to attend a funeral as a pallbearer during the work shift.

**F. Time Off For Elections**

Employees who are electors shall have time off before the closing of the polls as defined in the appropriate Act.

G. Education 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.

H. General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be written and approved by the Employer. Such approval shall not be withheld unjustly. After thirty (30) days on the leave of absence, the employee shall not accumulate vacation leave or sick leave credits or any other benefits during such leave of absence.

I. Short Term Parental Leave

An employee shall be granted **three (3) working shifts off without loss of salary on the birth of their child**. Such time off shall **be taken within seven (7) days of the birth at the discretion of the employee.**

J. Maternity, Parental and Adoption Leave

**1.The Employer shall grant to a permanent employee who has been in the employment of the Employer for a continuous period of not less than twenty (20) weeks, a leave of absence without pay for a period of up to seventy-eight (78) consecutive weeks as maternity, parental leave or adoption leave in accordance with the *Employment Standards Act*.**

**2.Sick Leave will be granted to an employee for medical complications associated with the employee's pregnancy, excluding normal delivery.**

**3.For maternity and parental leave, an employee shall notify the Employer of the anticipated commencement date of their leave, and the total amount of leave to be taken, not later than the twentieth (20<sup>th</sup>) week of pregnancy. Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave. For leave related to adoption or legal guardianship, the employee shall advise the Employer as soon as reasonably possible of the anticipated date of commencement of their leave and the total amount of leave to be taken.**

**4.The Employer retains the right to require an employee to commence maternity leave if the state of the employee's health becomes incompatible with the requirements of their**



job, provided the Employer is not able to find the employee suitable alternate temporary employment.

**5. Supplements to Employment Insurance (EI) for maternity, parental or adoption leave will be provided to permanent employees who commence maternity, parental or adoption leave on or after the ratification date of this agreement. The Supplements to EI will be provided as follows:**

- a) An employee who provides the Employer with proof that the employee has applied for and is eligible to receive maternity, parental or adoption benefits under the provisions of the Employment Insurance Act shall be paid an allowance for fifteen (15) weeks, determined in accordance with paragraph (c) below.**
- b) If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.**
- c) For employees who take fifty-two (52) weeks or less of maternity, parental or adoption leave, the allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.**
- d) For employees who take maternity, parental or adoption leave of greater than fifty-two (52) weeks and up to seventy-eight (78) weeks, the allowance shall not be greater than the allowance that would be paid to the employee for a period of maternity, parental or adoption leave of fifty-two (52) weeks.**
- e) When an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.**

**6. The employee is entitled to resume work in the position occupied by the employee at the time such leave commenced or, if that position no longer exists, in a comparable position with not less than the same wages and benefits the employee would have received if the employee had not been granted maternity, parental or adoption leave.**

**7. During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may retain the insurance and/or pension benefits by continuing to pay the appropriate share of any cost-shared employee benefits.**

**8. When an employee decides to return to work following maternity, parental or adoption leave, they shall provide the Employer with not less than two (2) weeks notice.**

## ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

### A. Pay Days

The Employer shall pay wages and salaries weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of **their** wages and deductions.

### B. Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

### C. Pay During Temporary Transfers

When an employee temporarily substitutes on any position, or performs the principle duties of another position, **they** shall receive the rate for the position or **their** regular rate, whichever is the greater. When an employee is regularly assigned to a position having a lower rate, **their** rate shall not be reduced until after sixty (60) consecutive working days. For purposes of the Platoon System, an Officer required to perform I/C (in charge) duties shall be paid the Corporal's hourly rate of pay for all time worked.

### D. Long Service Pay

In recognition of the principle that a long service employee is of increased value to the Employer through **their** acquired knowledge and experience, the Employer agrees to long service pay in accordance with the following table:

- One (1) to five (5) year of service = \$10.00 per year
- For each additional year of service - \$15.00 is to be added to the employee's previous accumulation of money and paid to such employee on the second (2<sup>nd</sup>) week in December of each year.
- Long service pay shall only be paid to employees on record on December 1<sup>st</sup> of each year.

### E. On Call Pay

When an employee is advised that **they are** on call; that is, immediately available by direct telephone contact, **they** shall be paid straight time wages in accordance with the following schedule:

- Monday to Saturday inclusive – two and a half (2 ½) hours per day
- Holidays listed in Article 19(a) – four (4) hours pay per day
- All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 18, Overtime. On call duty shall be **equitably** divided among the qualified employees.



F. Education Allowance

The Employer shall pay the full cost of any course of instruction required by the Employer, and or determined by the **Chief of Police or designate**, for an employee to better qualify themselves to perform their job.

ARTICLE 24 – JOB CLASSIFICATION AND RECLASSIFICATION

A. No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

- B. If any new classification is created during the term of this Agreement, wages only will be negotiated for the new classification, and all other Articles of this Agreement will apply thereto; such negotiations to start within thirty (30) calendar days of creation of such position, and if the Parties cannot reach an agreement, the matter shall be referred to Binding Arbitration for settlement.

- C. The Employer agrees to draw up job descriptions for all positions of the bargaining unit and will provide these to the Union president not later than 12 months following the signing of this agreement. The Employer may modify these descriptions at any time following consultation with the Union.

ARTICLE 25 – SAFETY AND HEALTH

A. Cooperation on Safety

The Union and the Employer shall cooperate in continuing and **improving** regulations which will afford adequate protection to the employees engaged in hazardous work.

B. Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at **their** regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

C. Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer, if an occupational accident.

D. First Aid Kits

A first aid kit shall be supplied by the **Employer** to each mobile unit of the **Employer**.

E. Medical Examination

The **Employer** reserves the right to have all employees submit to a medical or physical examination by a doctor chosen by the **Employer**, at the **Employer's** expense. If an employee is found not medically fit for **their** present employment, **they** will be assigned other work in accordance with Article 16 (c) of this Agreement.

- F. The **Employer** agrees to provide, at the **Employer's** cost, CPR certification and recertification and first aid training. The **Employer** will not be responsible for the wages of any employee who is attending and not working these hours. At the **Chief of Polices' or designates'** discretion, **they** may allow employees to attend during working hours.

## ARTICLE 26 – JOB SECURITY

- A. In order to provide job security for the members of the bargaining unit, the **Employer** agrees that work or services presently performed or hereafter assigned to the Collective Bargaining Unit shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-profit employee. The only exception may be transcribing work in the case of emergencies or when workloads are excessive and there is no one within the bargaining unit willing and capable to do the work. Determination of what constitutes exceptional circumstances in each case requires mutual consent between the **Employer** and the **Union**.

## ARTICLE 27 – GENERAL CONDITIONS

A. Bulletin Boards

The **Employer** shall provide a bulletin board which shall be placed so that all employees shall have access to it, upon which the **Union** shall have the right to post notices of meetings and other such 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 legal counsel necessary for action initiated against any employee by virtue of performances of **their** assigned duties.

## ARTICLE 28 – CLOTHING

- A. **Newly hired police officers** shall be provided a complete new kit of clothing and equipment as outlined below, on the commencement of employment.



**Upon Hiring:**

- **2 pairs of pants**
- **1 pair of boots**
- **1 set of suspenders (if requested)**
- **2 short sleeve and 2 long sleeve shirts (or any variation thereof as requested by the employee)**
- **1 pair winter gloves**
- **1 pair search gloves**
- **2 long sleeve undershirts (if requested)**
- **1 ball cap**
- **1 toque**
- **1 patrol sweater (if requested)**
- **1 patrol jacket**
- **1 dress uniform**
- **body armor (replacement will occur in keeping with manufacturer's recommendation)**

**Clothing will be replaced on an as needed basis, with the exception of pants (1 pair per year) and uniform shirts (2 per year).**

**Pants and shirts will be of good quality and style and will be agreed upon between the Union and the Chief of Police or designate.**

**Should a police officer have a shortage of any item of clothing, upon inspection of the Chief of Police or designate, and where it is found to be necessary, they may have that item(s) replaced.**

**Damage to Employer issued clothing and/or equipment, occurring in the line of duty, will be repaired or replaced at the Employer's expense as deemed necessary by the Chief of Police or designate.**

- B. Dress uniforms and suits (for court purposes), for police officers, will be dry cleaned upon request of the employee and reimbursed by the employer. A receipt will be provided upon request.**
- C. All uniforms and uniform equipment furnished by the Employer shall be the property of the Employer and should be produced by the employee when required for inspection. Upon termination of employment, the employee shall return all uniforms and equipment to the Employer before receiving final settlement of wages due.**
- D. In lieu of providing kit outlined in 28(A), the Employer shall provide employees of the Major Crime Unit who are required to perform their duties in civilian clothes on a regular basis, the sum of twelve-hundred and fifty dollars (\$1250.00) per year. The amount will be paid in June.**

- E. Any **police officer** who is assigned to a plain clothes detail for a temporary period shall receive a clothing allowance of **fifteen (\$15.00)** dollars per week while on such detail. Such clothing allowance shall not exceed seven hundred and **eighty** dollars (\$780.00) in any calendar year.

F. Police Equipment

**The Employer will provide employees with the necessary equipment in order for them to carry out their job duties according to industry standards and applicable legislation.**

## ARTICLE 29 – TERM OF AGREEMENT

A. Effective Date

This Agreement shall be binding and remain in effect from **October 1, 2024 to March 31, 2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to April in any year that they desire 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.

C. Notice of Change

1. Either party desiring to change or amend the Collective Agreement shall, between the period of thirty (30) and sixty (60) calendar days prior to the termination date, provide notice to the other party to commence collective bargaining.
2. Within twenty (20) calendar days of receipt of such notice, the parties are required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.
3. The parties shall be required to exchange their specific proposals for amendment or change to the Collective Agreement at their first meeting in negotiations.
4. Negotiations will be restricted to those specific proposals exchanged between the parties at their first meeting and no new issues may be raised, unless the parties otherwise mutually agree.

D. Agreement to Continue in Force



Both parties shall adhere fully to the terms of the Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

E. Retroactive Pay

Should a new Agreement not be concluded within three (3) months of the termination date of this Agreement, the Employer agrees to pay interest at the rate of 6% per annum on the retroactive pay settlement to each employee. This contract subject to pay scale and amendments, Schedule "A" attached.

## ARTICLE 30 – WELFARE PLANS

- A. The Employer shall provide the following benefits to its employees and their dependents, in accordance with the Employer's Insurance Plans:

<u>Benefit</u>	<u>Premium Cost</u>	
	<u>Employer</u>	<u>Employee</u>
Basic Life Insurance	50%	50%
AD & D Insurance	50%	50%
Long Term Disability		100%
Dependent Life Insurance	50%	50%
Health Care, Vision Care And Prescription Drugs	50%	50%

Full details of these plans in booklet form are available from the Employer.

- B. When an employee is in receipt of Worker's Compensation Board benefits for a period of ten (10) working days or more, during the period while the employee is receiving temporary earnings loss benefits pursuant to the Worker's Compensation Act, **the Employer will pay the full costs of the employee's premiums where the employee, prior to their injury, participated in Basic Life Insurance, Accidental Death and Disability Insurance, Dependent Life Insurance and Health Care, Vision Care and Prescription Drugs described in Article 30 (a) and the City of Summerside Pension Plan.**

## ARTICLE 31 – REGULATIONS & STANDING ORDERS GOVERNING SUMMERSIDE POLICE FORCE

The employees at the Summerside Police Services Department will abide by the rules and regulations and standing orders governing the Police Services Department, as established by the

**Employer;** however, the rules and regulations shall not supersede the Collective Agreement between Local 1174, C.U.P.E. and the City of Summerside.

#### ARTICLE 32 – DETECTIVE CLASSIFICATION

Any employee while assigned to the MCU Section may use the title "Detective" in conjunction with **their** classification title, i.e. "Detective Sergeant", "Detective Corporal", "Detective Constable".

#### ARTICLE 33 – POLICE DISPATCHER PROMOTION

A Police Dispatcher II shall serve in that position for two (2) years before being **automatically promoted** to Dispatcher I.



**SCHEDULE "A"**

Position	01-Apr-24	01-Oct-24	01-Oct-24 LMA for 1 <sup>st</sup> Class Constable, Corporal and Sergeant	01-April-25	01-April-25 LMA for 1 <sup>st</sup> Class Constable, Corporal and Sergeant
		1.5%	5%	1.5%	1.5%
Sergeant	\$108,458.08	\$110,084.95	\$115,589.20	\$117,323.04	\$119,082.89
Corporal	\$103,972.85	\$105,532.24	\$110,808.85	\$112,470.98	\$114,158.04
1 <sup>st</sup> Class Constable	\$98,874.39	\$100,357.51	\$105,375.39	\$106,956.02	\$108,560.36
2 <sup>nd</sup> Class Constable	\$87,885.98	\$89,204.27		\$90,542.33	
3 <sup>rd</sup> Class Constable	\$83,513.93	\$84,766.64		\$86,038.14	
Probationary Constable	\$79,480.59	\$80,652.50		\$81,862.29	
Fire Dispatcher/Cleaner	\$73,876.88	\$74,985.03		\$76,109.81	
Police Dispatcher II	\$66,544.25	\$67,542.41		\$68,555.55	
Police Dispatcher I	\$68,207.90	\$69,231.02		\$70,269.49	+\$350 lump sum = \$70,619.49
RMS Specialist	\$58,001.29	\$58,871.31	+\$1500 lump sum = \$60,371.31	\$61,276.88	+\$1800 lump sum = \$63,076.88
Executive Assistant	\$78,807.81	Schedule "B" applies		Schedule "B" applies	

Employees who have successfully completed specialized training as recognized by the **Employer** and utilize such specialized training in the conduct of their duties, shall be paid an additional ten (\$10.00) dollars per month for each skill to a maximum of two skills.

The skills presently recognized by the **Employer** are:

- |                            |                                  |
|----------------------------|----------------------------------|
| 1. Intox EC/IR II          | 4. MCIT                          |
| 2. Forensic Identification | 5. Drug Investigation Techniques |
| 3. Traffic Investigation   | 6. Drug Recognition Expert (DRE) |

Others may be added at the discretion of the **Chief of Police**.

### **SCHEDULE "B" Position Changes**

1. **The position of Steno II will be renamed Executive Assistant. The salary for the position will remain at the current rate - \$76,807.81 (April 1, 2024) - throughout the next Term of the Collective Agreement between the parties. However, the employee currently in the position will continue to receive wage increases in accordance with any agreed upon increases for the bargaining unit while they occupy the position. For greater clarity, any wage increases received by the employee will not be added to the salary for the position in Schedule "A". In the event the current employee vacates the position during the Term of the Agreement, the parties agree to negotiate a new salary for the position.**
2. **The position of PIRS Clerk shall be renamed RMS Specialist.**
3. **The position of Maintenance Man shall be deleted from the bargaining unit.**



## **SCHEDULE "C" Friday & Saturday Nights Staffing Levels**

### **Memorandum of Agreement**

- 1. In the event the Platoon compliments increase to six (6) police officers, on Friday and Saturday nights, if staffing levels fall below five (5) police officers, the Employer will attempt to call in a fifth (5<sup>th</sup>) police officer from the voluntary overtime list.**
- 2. If, for any reason, a Platoon staffed with six (6) police officers reverts to being staffed with less police officers, the language in article 17. G. 8. will apply.**
- 3. This MOA shall expire at the end of the term of this agreement, unless the parties mutually agree to continue.**

SIGNATURE OF AGREEMENT

Dated at the City of Summerside, P.E.I. this 27<sup>th</sup> day of September, 2024.

SIGNED, SEALED AND DELIVERED

*The City of Summerside*

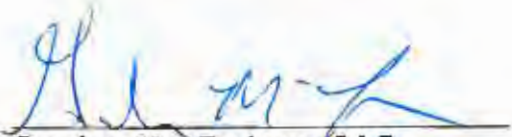
*Canadian Union of Public Employees,  
Local 1174*



**Dan Kutcher, Mayor**



**Craig Murphy, President**



**Gordon MacFarlane, CAO**



**David DesRoches, Local 1174**



**Grant MacLeod, Local 1174**



**Witness**



**Witness**





