

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY OF SUMMERSIDE**

**AND**

**CUPE LOCAL 1174**

**“POLICE AND FIRE”**

**APRIL 1, 2020 – MARCH 31, 2025**

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## ARTICLE 1 – PREAMBLE

A. Whereas it is the desire of both Parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the employer and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote morale, well-being and security of all the employees in the Bargaining Unit of the Union.

B. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement. Now, therefore, the Parties agree as follows:

## ARTICLE 2 – MANAGEMENT RIGHTS

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 Director of Police Services and those employees above the rank of Sergeant, 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 his 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 to him 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 EMPLOYEES

### 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 his Union Representative, who will provide him with a copy of the Collective Agreement.

## ARTICLE 8 – 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 Corporation 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 his/her 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 his/her record for use against him/her 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 his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

The record of an employee shall not be used against him/her 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.**

**B. Discharge Procedure**

An employee, who has completed his probationary period, may be dismissed, but only for just cause and only upon the authority of the Employer. When a Department Head may suspend an employee, he shall report immediately such action to the Employer. When an employee is discharged or suspended, he shall be given the reason. Such employee shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**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 his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his 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 Corporation 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 where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner.
- 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 Director of Police Services or Deputy Director of Police Services.
- C. The Director of Police Services or Deputy Director 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 him.
- D. If the decision of the Director of Police Services or Deputy Director 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 ten (10) working days of the expiration of the seven (7) day period mentioned in E, be presented to the third level, which shall be the City Council or designated Committee of Council.
- G. Not later than the next regular meeting of the City Council or designated Committee of Council the Grievance will be discussed by the Council or designated Committee and the Union, and Council or designated Committee shall forward a decision to the Union within seven (7) working days after such discussions. Failing a satisfactory reply, the Union may within thirty (30) working days refer the Grievance to Arbitration.



- H. When a dispute involving general application or interpretation occurs, the Employer and the Union may agree to bypass the first three levels of the Grievance Procedure and go directly to Arbitration.
- I. Grievances settled satisfactorily within the time allowed shall date from the time that the Grievance was filed.
- J. The Corporation shall supply the necessary facilities for the Grievance meeting.
- K. A Grievance under this Agreement shall be defined as a difference or dispute between the Corporation and any Union Employee(s), or a case where the Corporation has been said to have acted unjustly. The time limit 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 Summerside Police and Fire Services Department. Seniority shall operate on a bargaining Police and Fire Departments basis.

B. Seniority List

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

C. Probationary Employees

Newly hired Police Officers shall be considered on a probationary basis for a period of six (6) months from the date of hiring, if they are an Atlantic Police Academy graduate, or have had twelve (12) months experience in a recognized Municipal or Federal Police Force. In recognition of a Police Officer having served three (3) or more years in a recognized Municipal, Provincial or Federal Police Force prior to hiring by the City of Summerside, that employee

shall be promoted to 2<sup>nd</sup> Class Constable following a successful six (6) month probationary period, and subsequently promoted to 1<sup>st</sup> Class Constable six (6) months thereafter. All other newly hired employees will be considered on probation for a period of twelve (12) months from date of hiring.

The probationary period may be extended by management for an additional period, not to exceed ninety (90) days, if in the opinion of Management such extension is considered warranted. Written notice of such extension and the reasons thereof 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. During the employee's probationary period, he holds the rank of 3<sup>rd</sup> Class Constable, unless he has been promoted to 1<sup>st</sup> Class Constable and a one (1) year probationary employee must serve eighteen (18) months as 3<sup>rd</sup> Class Constable (inclusive of the probationary period). Upon completion of the period required as a 3<sup>rd</sup> Class Constable, an employee shall automatically become a 2<sup>nd</sup> Class Constable. An employee shall remain a 2<sup>nd</sup> Class Constable for twelve (12) months and upon completion of the twelve (12) month period, shall 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 he is 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:

1. He is discharged for just cause and is not reinstated.
2. He resigns.
3. He is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible.
4. He fails 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 his current address.
5. He is 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 his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his 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, he shall be placed in a job consistent with his 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 he receives notice of recall unless, on reasonable grounds, he is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing his 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, APPOINTMENTS AND STAFF CHANGES**

- A. All vacancies calling for promotions and/or appointments and/or staff changes within the Bargaining Unit, including those in M.C.U. and the Departments or Sections specified in Article 17 (a) [1] and [2], will be open for application to any member with the Summerside Police Department who has completed five (5) years' service. 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. A list of the applicants shall be maintained by the Director of Police Services 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. If for any reason the re-classified employee does not pass his probationary period, he shall revert to his former position, without losing his seniority or any related benefits that would have accrued to him had he not been re-classified.

C. Disabled Employee's Preference

An employee who has been incapacitated at his work by injury or compensable disease, or who, through advancing years or temporary disablement is unable to perform his 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 his 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 applies. 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 Police & Fire Services Departments coming within the scope of this Agreement shall be as follows:

1. Hours of work for a Member of the Agreement not assigned to the Patrol Staff, the investigation and identification Branch, or the Traffic and/or Special 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.



2. All Members detailed to the Investigation and Identification Branch or the Traffic and/or Special Section shall follow a schedule of shifts as determined by the Director of Police Services 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. Members' day off shall be consecutive.
  - D. All shifts and assignments shall have a fixed time (as per Article 17 (a) [2] for starting work. All Members shall follow a fixed shift schedule and such schedule shall not be altered or rescheduled without twenty-four (24) hours' notice to the Members' 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 Director of Police Services.
  - F. For the purpose of calculating cost factors, vacations and benefits under the existing Collective Agreement, all benefits and terms relating to work days, weeks and years under the Collective Agreement 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 thus determined shall then be converted to relate to the adjusted work days as indicated by the following examples;
    1. Nine (9) statutory holidays under the former system equals seventy-two (72) 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, he 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 Director of Police Services.
    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 shall be three (3) full days regardless of the number of days scheduled for work during that period. Travelling time shall be calculated in a like manner.
  6. Mourner's Leave of one-half (½) day shall be defined as four (4) hours.
  7. The Floating Holiday is 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:

- i. Full-time Employee – means an employee who is employed on a full-time basis.
- ii. Part-time Employee – means an employee who does not have guaranteed hours of work.
- iii. Unit – means the division within the Department, i.e. I-Dent, M.C.U., etc.
- iv. Platoon – means the Unit **comprised of four or five (5) Uniformed Police Officers** within the Department working the twelve (12) hour shift schedule. **Specifically, during the months of May to October inclusive, each platoon will consist of 1 Corporal and 4 Constables. During the months of November to April inclusive, each platoon will consist of 1 Corporal and 3 Constables.**

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:

- i. On the twelve (12) hour shift – one one (1) hour break
- ii. On the eight (8) hour shift – one one (1) hour break

4. 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.)

5. The parties acknowledge that Police Officers on the Platoon System will now work, on average, 2164 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.
6. The parties agree that Annual Vacation with pay will have priority for approval ahead of Time Owed and Time Owed will have priority for approval ahead of Float Time. However, it is not the intention of the parties that a Police Officer, for example, approved for Time Owed/Float Time would have her/his Time Owed/Float Time cancelled if another Police Officer on the Platoon System applied for Annual Vacation with pay after the first Police Officer had already been approved for Time Owed/Float Time. The same would be true for a Police Officer seeking to take Time Owed during a period that another Police Officer already had Float Time approved.
7. The parties agree that 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.



- 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.
8. Notwithstanding paragraph 1(iv) above and Article 25(f) of the collective agreement:
- a. Staffing levels on the Platoon System for a day shift (0700 to 1900) will not fall below three (3) Police Officers seven (7) days a week (Monday through Sunday inclusive).
  - b. Staffing levels for a night shift (1900 to 0700) will not fall below three (3) Police Officers from Sunday thru Wednesday inclusive.
  - c. Staffing levels for Thursday night shift (1900 to 0700) will not fall below four (4) Police Officers.
  - d. Staffing levels for Friday and Saturday night shifts (1900 to 0700) will not fall below five (5) Police Officers.
  - e. The Employer retains the right to employ numbers greater than the minimum required on any given shift (paragraphs a. through d. above) but staffing levels will not fall below those on any given shift (paragraphs a. through d. above).
9. 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.
10. In order to implement the Platoon System, the Employer will require twenty (20) Uniformed Police Officers to adequately staff the four (4) platoons. As of the signing of this Agreement the parties recognize that the Summerside Police Service does not employ twenty (20) full-time Uniformed Police Officers. The parties therefore agree that the Employer may assign Part-time Constables to a regular rotation within the Platoon System in order to reach the required compliment of four (4) 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.
11. Vacations for full-time employees on the twelve (12) hour shift shall be converted to hours; i.e. 3 weeks' vacation - 120 hrs. - 10 x 12 hr. vacation shifts.
12. 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.



13. 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 ( $1\frac{1}{2}$ ) times the regular rate in addition to their regular pay, and no other scheduled full-time employees working on the statutory holiday shall be paid at overtime rates.  
  
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.
14. 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.
15. All overtime on the twelve (12) hour shift, except court time, shall be calculated at the rate of time and one-half ( $1\frac{1}{2}$ ).
16.
  - i. 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.
  - ii. 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 ( $1\frac{1}{2}$ ).
  - iii. During vacations, 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.
  - iv. The minimum call back as per Article 18 (e) still applies.
17. All employees shall report to work at least ten (10) minutes prior to the commencement of the shift to facilitate briefing.
18. Part-time employees, while filling in for full-time employees, shall not be considered full-time employees.
19. The Employer may employ a maximum of six (6) part-time police officers.
20. There shall be established a mandatory overtime list of full-time employees; a voluntary overtime list of full-time employees, and a part-time employee list.
21. 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 still subsequently left vacant.
22. Part-time Police Officers shall only be used for uniform Platoon work, including dispatch.

23. 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:
1. 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.
  2. **Except as laid out in paragraph 3 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.
  3. **Notwithstanding paragraphs 1 and 2 above and Article 17(G)(8)(d), 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.**
24. Part-time employees shall have no guaranteed hours of work.
25. If in the opinion of the Director of Police Services 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 having attained at least forty (40) hours of work in the calendar week, in which the assignment arises, from the voluntary overtime list; if no one is available, finally from the mandatory overtime list.
26. If in the opinion of the Director of Police Services, 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, in the discretion of the Director of Police Services, 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.
27. Part-time employees shall be covered by the Collective Agreement only as stipulated in this Agreement, including:
- i. An overtime rate of time and one-half (1½) 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.



- ii. Part-time employees shall receive 4% vacation pay in lieu of time off to be paid on each pay cheque.
- iii. Part-time employees shall be paid an hourly rate of 90% of the new entry level hourly rate for Probationary Constables.
- iv. Suitable clothing shall be given to part-time employees as required, in the discretion of the Director of Police Services or his designate.
- v. 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 management for an additional period, not to exceed ninety (90) days, if in the opinion of Management 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) (27), 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 in the employ of the City of Summerside prior to the signing of this collective agreement (April 1, 2015 to March 31, 2020) shall not be subject to this probationary period. 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.
- vi. Part-time employees shall be covered by the following provisions of the Collective Agreement:

#### ARTICLE

- 1. Preamble
- 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**

28. If a full-time employee is laid off, he 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 [19], 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.
29. 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.**

30. Subject to Paragraph [31], 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.
31. Only one (1) employee at a time on the twelve (12) hour shift schedule may be on annual leave 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 Director of Police Services, the number of employees on vacation may be increased.
32. 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) full-time civilian dispatchers.
- 2)     a.     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.



- b. Subject to sub-paragraph (3) below, for the sole and exclusive purpose of supplementing and assisting the full-time dispatcher scheduled, and working, during the following hours, the Employer will have the right to employ one additional part-time dispatcher to supplement the full-time dispatcher scheduled, and working, during the following hours:
  1. 1600 hrs to 1900 hrs. Monday to Friday inclusive, and;
  2. 2000 hrs to 0400 hrs (power shifts) Friday and Saturday.
- 3) A maximum of one (1) part-time dispatcher may be used on any one (1) twelve (12) hour shift or part thereof (including power shifts) subject to Paragraph [24] herein.

## 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

Overtime and call-back shall be divided equally 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 his 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, he 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 a member 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 he/she 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 he/she 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	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Queen's Birthday
Christmas Day	Boxing Day
Canada Day	One Floating Holiday
Easter Sunday	Islander Day

And any other day(s) proclaimed as holidays by the Dominion, Provincial or Summerside Municipal Governments. No two employees shall take the Floating Holiday on the same day and not during Lobster Carnival Week. Otherwise, the Floating Holiday may be taken between January 15<sup>th</sup> and December 15<sup>th</sup> of any year.

- B. All employees called upon 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 Steno, Maintenance Man and PIRS Clerk, all employees who are scheduled off on a holiday shall be paid an additional day's pay in lieu of the holiday. The Steno, Maintenance Man and PIRS Clerk shall receive the holiday 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 Steno, Maintenance and PIRS Clerk 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, he shall be paid at double time. This clause does not apply to pay duties that are presently performed at various restaurants, etc.

## 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. Following completion of one (1) year of service and up to nine (9) years of service, a member shall be entitled to three (3) weeks of vacation per year, which equals one hundred and twenty (120) hours.
2. Following completion of nine (9) of service and up to seventeen (17) years of service, a member 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, a member shall be entitled to five (5) weeks of vacation per year, which equals two hundred (200) hours. Such employees shall not be eligible for an additional week's vacation, if they take vacation in the winter months.
4. Following completion of twenty-seven (27) years of service, a member shall be entitled to six (6) weeks of vacation per year, which equals two hundred and forty (240) hours. Such employees shall not be eligible for an additional week's vacation, if they take vacation in the winter months.

Vacations taken any time during the winter months, i.e. October, November, December, January, February, March and April - seven (7) additional calendar days with pay. All employees must complete annual vacation during one (1) calendar year, unless otherwise mutually agreed upon.

For every forty (40) hours of vacation taken, an employee shall be granted eight (8) hours of accumulated time off.

### 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. Following completion of one (1) year of service and up to nine (9) years of service, a member shall be entitled to three (3) weeks of vacation per year.
2. Following completion of nine (9) years of service and up to seventeen (17) years of service, a member shall be entitled to four (4) weeks of vacation per year.
3. Following completion of seventeen (17) years of service, a member shall be entitled to five (5) weeks of vacation per year. Such employees shall not be eligible for an additional week's vacation, if they take vacation in the winter months.
4. Following completion of twenty-seven (27) years of service, a member shall be entitled to six (6) weeks of vacation per year. Such employees shall not be eligible for an additional week's vacation, if they take vacation in the winter months.

Vacations taken any time during the winter months, i.e. October, November, December, January, February, March and April – seven (7) additional calendar days with pay. All employees must complete annual vacation during one (1) calendar year, unless otherwise mutually agreed upon.

### C. Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period, and shall not be less than 4% of gross earnings for the vacation per year.

#### 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 Corporation.

### 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.

## 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



shift shall be permitted on vacation at any given time, subject to the approval of the Director of Police Services.

G. Unbroken Vacation Period

An employee shall be entitled to receive his vacation in blocks of forty (40) hours or more [plus eight (8) hours float time for each block] and shall also be permitted to take his annual vacation in increments of not less than twelve (12) hours to a maximum of eighty-four (84) hours.

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

If an employee is unable to take or reschedule all of his annual vacation and float time because of extraordinary operational requirements, extended sick leave or some other good and sufficient reason, he shall be paid for all unused vacation and float time at his 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 absent from work for more than thirty (30) days for reasons other than annual vacation, sick leave absence, long-term disability, maternity leave or Workers Compensation benefits, shall not earn sick leave during such absence. An employee shall be entitled to an accrual of all the unused portion of sick leave for future benefits up to and including one hundred and fifty (150) days. Sick leave taken will be calculated in hours absent from work during sick leave.

C. Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of two (2) days certifying that such employee is unable to carry out his



duties due to illness. Any costs associated with such requirement shall be reimbursed to the employee by the City. The City 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 City.

D. Severance or Retirement Allowance

An employee having accrued sick leave to his credit shall, on retirement due to disability, death, age or eligibility for an unreduced pension pursuant to the City'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. Any accrued sick leave cash bonus shall be paid to his beneficiary to a maximum of one hundred and twenty-five (125) days. At the option of the employee, he/she 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 his credit shall, on severance or early retirement, receive a salary grant in lieu thereof equal to a maximum of seventy-five (75) days; such credit at a rate of pay effective immediately prior to severance or 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 22 – 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 Conventions

Leave of absence with pay and without loss of seniority shall be granted upon request to the employer, to an employee elected or appointed to represent the Union at Union Conventions or Seminars. The total time granted to Union Members shall not exceed a total of eight (8) days in any calendar year. The operation of this provision shall not result in more than one (1) employee from a shift being off work at the same time.

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. i) Bereavement Leave

An employee shall be granted three (3) days leave without loss of salary or wages in the case of death of 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 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.

ii) 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 serious 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.

iii) **One day's paid leave shall be granted, without loss of salary or wages, to attend the funeral of an aunt, uncle, nephew, or niece.**

E. Mourner's Leave

One-half (½) day's leave shall be granted, without loss of salary or wages, to attend a funeral as a pallbearer during the work shift. For the purpose of this Article, one-half (½) day shall equal four (4) hours.

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. Paternity Leave

An employee shall be granted two (2) working shifts off without loss of salary and benefits for the purpose of paternity leave. Such time off shall commence when the employee's spouse returns home from hospital.

J. Maternity and Parental Leave

1. *Preamble:*

The notice provisions of this Article relating to Maternity and Parental leaves are taken from, and in accordance with, the Employment Standards Act of Prince Edward Island (the "Act"). The Act provides for minimum notice periods to be given by the employee to the employer for the commencement of, and return from, leave which are relatively short and which may cause problems for the employer in finding replacement employees and making arrangements for the continuation of employee benefits. The employer recognizes and accepts the limits placed upon it by the Act but would request and encourage employees to give a longer period of notice to ensure a smoother transition to leave and return to work.

2. *Every employee who:*

- i. Has been in the employment of the employer for a continuous period of twenty (20) weeks or more;
- ii. Makes an application for maternity leave at least four (4) weeks before the day specified by the employee as the day on which the employee intends to commence the leave; and
- iii. Provides the employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth, shall be granted maternity leave in accordance with the following conditions:
- iv. The maternity leave to which an employee is entitled shall consist of a period of up to twenty (20) weeks commencing at any time during the period of eleven (11) weeks immediately preceding the estimated date of birth.

Notwithstanding the foregoing, where the actual date of birth is later than the estimated date of birth, the employee is entitled to no less than six (6) weeks leave after the actual date.

Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may be transferred to an alternate position provided she is capable of performing the work.

The employee may return to work and the employer may permit the employee to return to work at a date earlier than six (6) weeks after the date of delivery.



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 leave.

- v. During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may retain the fringe benefits by continuing to pay the appropriate share of any cost-shared employee benefits.

### 3. Procedure upon return from Maternity Leave:

When an employee decides to return to work after maternity leave, she shall provide the employer with at least two (2) weeks' notice.

### 4. Parental Leave

#### I. Every employee who:

- a.) Has been in the employment of the employer for a continuous period of twenty (20) weeks or more;
- b.) i) in the case of a female employee, becomes the natural mother of a child;  
ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of a new born child;  
iii) assumes actual care and custody of a new born child; or  
iv) adopts or obtains legal guardianship of a child under the law of a Province, and  
v) submits application for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

is entitled to, and shall be granted parental leave without pay consisting of a continuing period of up to thirty-five (35) weeks. If the employee has taken the full twenty (20) weeks as provided in Article 22 j) [2] (iv) the total parental leave will be thirty-two (32) weeks.

- ii. In the case of adoption and legal guardianship, an application for parental leave shall not be required earlier than the date on which the employee is notified of the placement of the child.
- iii. Subject to Article 22 (j) [5] below, all parental leave must be taken prior to the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

- iv. An employee who wishes to resume working at the expiration of the parental leave under this Section shall give the employer two (2) weeks' notice of the day on which the employee intends to resume working for the employer.
  - v. 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.
  - vi. Every employee who makes application for, and is granted parental leave under this Article, continues to accumulate seniority during the period of leave and may continue any cost shared employee benefits by paying the appropriate share of any cost shared employee benefits.
5. Notwithstanding any other provisions of this Article, the aggregate amount of leave that may be taken by an employee under Maternity and Parental sections of this Article in respect of the same event shall not exceed fifty-two (52) weeks, all of which is to be taken prior to the first anniversary of the date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
6. Paternity leave shall cover a period of up to five (5) days commencing no later than the date of the child's discharge from the hospital, or date of birth, if birth is not in hospital.

## ARTICLE 23 – 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 his 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 for a period of eight (8) hours or more, he shall receive the rate for the position or his regular rate, whichever is the greater. When an employee is regularly assigned to a position having a lower rate, his 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 over the first eight (8) hours.

### D. Vacation Pay



Employees may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

E. Long Service Pay

In recognition of the principle that a long service employee is of increased value to the employer through his 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.

F. On Call Pay

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

- Monday to Saturday inclusive – 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, of this Agreement. On call duty shall be equally divided among the qualified employees.

G. Education Allowance

The employer shall pay the full cost of any course of instruction required by the employer, and or determined by the Director of Police Services, for an employee to better qualify himself to perform his 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.

## ARTICLE 25 – SAFETY AND HEALTH

### A. Cooperation on Safety

The Union and the employer shall cooperate in continuing and perfecting 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 his 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 Corporation reserves the right to have all employees submit to a medical or physical examination by a doctor chosen by the Corporation, at the Corporation's expense. If an employee is found not medically fit for his present employment, he will be assigned other work in accordance with Article 16 (c) of this Agreement.

F. The parties agree that during the period 7:00 p.m. to 7:00 a.m., there shall be at least one (1) radio car on patrol manned by two (2) Officers. This Agreement does not preclude the possibility of there being, in addition to the two (2) Officer Patrol, a single Patrol on duty during the same period of dark hours.

G. The employer agrees to provide, at the employer's cost, CPR certification and recertification and first aid training. The City will not be responsible for the wages of any employee who are attending and not working these hours. At the Director of Police Services' discretion, he 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 his assigned duties.

## ARTICLE 28 – CLOTHING

- A. Each member of the Police Department shall receive the following issue of clothing yearly; to be issued on the 1<sup>st</sup> of June of each year. Upon completion of the probationary period, each new employee shall receive a complete new kit of clothing and equipment.

### Annual Replacement

- One pair of trousers (Elbeco brand or equivalent)
- **Good quality Police belt suspenders (if requested)**
- Two shirts (Elbeco brand or equivalent)
- One pair of **good quality lined gloves for winter**
- **Good quality search gloves**
- **Two long sleeve uniform under shirts**

### Every Second Year

- **One winter hat**
- **One summer hat**
- One pair of **good quality Gortex boots**

### Every Third Year



- **One light sweater**
- **Three-in-one, water resistant, all season jacket**

Every Five Years

- **Bullet proof vest carrier**
- **Tunic as required**

The quality and style of the above clothing allowance shall be determined by an appointee of the Chief Administrative Officer in consultation with the Summerside Police Services Department.

Should a member find himself with a shortage in any area of clothing, he may have that issue, upon inspection of the Director of Police Services and where it is found to be necessary.

Damage to departmental issue clothing and/or equipment, occurring in the line of duty, will be repaired or replaced at Department expense as deemed necessary by the Director of Police Services. Members shall be measured for new clothing in November of the previous year, and clothing to be issued no later than June 1<sup>st</sup> of the year that clothing is to be issued.

- B. Employees who are presently receiving the dry-cleaning allowance shall continue to receive the dry-cleaning allowance unless and until they either leave the Police Service or leave their present position. For further clarity no new employees to the police service, nor any present employee who does not presently receive the dry-cleaning allowance and who, in future, might take positions of grandfathered employees, will be eligible for any dry-cleaning allowance.**
- C. All uniforms and uniform equipment furnished by the employer shall be the property of the employer and should be produced by the member when required for inspection. Upon termination of employment, the member shall return all uniforms and uniform equipment to the employer before receiving final settlement of wages dues.**
- D. All employees of the Major Crime Unit who are required to perform their duties in civilian clothes on a regular basis, the employer shall grant such members the sum of nine-hundred dollars (\$900.00) per year; such grant payable in June and such civilian clothes shall be solely for the purpose of the member's performance of their duties, in lieu of regular issue.**
- E. Any member who is assigned to a plain clothes detail for a temporary period shall receive a clothing allowance of thirteen (\$13.00) dollars per week while on such detail. No allowance will be paid for any period of less than one (1) weeks' duration. Such clothing allowance shall not exceed seven hundred and fifty-eight (\$758.00) dollars in any calendar year.**
- F. Civilian employees in the Police Department shall receive clothing that is appropriate to their assigned duties. Such clothing shall be agreed upon between the Chief of Police and the employee concerned.**



**G. Police Equipment**

In addition to the present issue of Police Equipment supplied by the employer, the employer shall provide the following:

Shotguns in all Police Vehicles and in office areas, Capstan spray for each Police Officer, sixty (60) rounds of ammunition per Police Officer per annum for purposes of target practice at a certified shooting range, upon request to the Director of Police Services, and any additional ammunition necessary for qualifying if required by the employer.

**ARTICLE 29 – TERM OF AGREEMENT**

**A. Effective Date**

This Agreement shall be binding and remain in effect from April 1, 2020 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing 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:

	<u>Premium Cost</u>	
<u>Benefit</u>	<u>Employer</u>	<u>Employee</u>
Basic Life Insurance	50%	50%
AD & D Insurance	50%	50%
Long Term Disability		100%
Short 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.

The short term disability plan shall be amended to provide that an employee is not required to exhaust his vacation entitlement before the bridging entitlement becomes effective.

- B. When an employee is in receipt of Worker's Compensation Board benefits for a period of ten (10) working days or more, the employer will pay, during the period while the employee is receiving temporary earnings loss benefits pursuant to the Worker's Compensation Act, the full costs of the employee's premiums where the employee, prior to his 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 City Council; 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 M.C.U. Section may use the title "Detective" in conjunction with his classification title, i.e. "Detective Sergeant", "Detective Corporal", "Detective Constable", etc.

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





### SCHEDULE "B" – SHORT TERM DISABILITY

### SHORT TERM DISABILITY

If as a result of illness, or non-compensable injury, an employee can no longer be gainfully employed with the City of Summerside, or will not be able to return to work for a longer period of time, the City will ensure the employee receives remuneration during the 26 week period for long term disability insurance (if approved). This will be done in the following manner:

1. First, the employee uses any accumulated sick leave credits. If he/she does not have 26 weeks accumulated sick leave, then;
2. Secondly, the employee has to use up all sick leave benefits available to him/her through EI.
3. If an employee has still not completed the 26 weeks prior to Long Term Disability, the City will pay compensation to the employee at an equivalent EI pay scale.

In addition, the employee will continue to be responsible for his/her portion of premiums for the medical plan, pension plan and any other coverage which he/she was receiving prior to receiving Short Term Disability Benefits.

SIGNATURE OF AGREEMENT

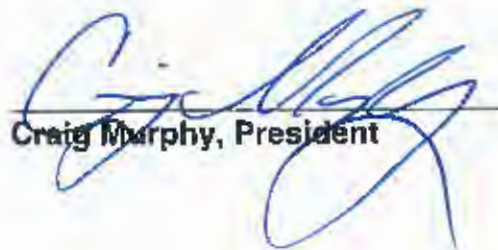
Dated at the City of Summerside, P.E.I. this 9<sup>th</sup> day of March, 2021.

SIGNED, SEALED AND DELIVERED

*The City of Summerside*

*Canadian Union of Public Employees,  
Local 1174*

  
Basil Stewart, Mayor

  
Craig Murphy, President

  
Rob Philpott, CAO

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Witness

  
Witness





