

**COLLECTIVE AGREEMENT**

**BETWEEN**

**City of Summerside**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 804**

**April 1, 2015 to March 31, 2020**

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THIS AGREEMENT made and entered into this 30<sup>th</sup> day of MARCH, 2016

BETWEEN

The City of Summerside, P.E.I., hereafter referred to as the "City Council"

PARTY OF THE FIRST PART

AND

Local Union No. 804, Canadian Union of Public Employees, hereafter referred to as the "Union"

PARTY OF THE SECOND PART

## ARTICLE 1- PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

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

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employee be drawn up in a Collective Agreement.

## ARTICLE 2- MANAGEMENT RIGHTS

### 2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

### 2.02 Not Discriminatory

The employer shall not exercise its right to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive any present employee of his employment, except through just cause.

## ARTICLE 3 - RECOGNITION AND NEGOTIATION

### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 804 as the sole and exclusive Collective Bargaining Agent for all of its employees, save and except those employees excluded by virtue of

Section 7[2] of the *Prince Edward Island Labour Act*, Fire Caretakers, employees of the Electric section of the Municipal Services Department, employees of the Police Department, Clerical Employees who are represented by IBEW Local 1432 and SCN Internet Installers who are represented by IBEW Local 1432.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the parties.

3.03 Temporary Employees

This Collective Agreement is fully applicable to all temporary employees, unless otherwise specified.

3.04 No Other Agreements

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

## ARTICLE 4 - NO DISCRIMINATION

4.01 Employer shall not Discriminate

- [a] The employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, family relationship, place of residence, nor by reason of the employee's membership or activity in the Union or any other reason.
- [b] Notwithstanding the foregoing, all employees whose engagement date with the City of Summerside has occurred on or after March 31, 1993 must become and remain residents of the City of Summerside, following the successful completion of their probationary period, as a condition of employment. All employees who are now residing outside the City of Summerside will be exempt from this provision and shall be listed in a memorandum attached to this Agreement. Should those employees in the attached memorandum become residents of the City of Summerside, they will then be required to remain residents of the

## ARTICLE 5 - UNION SHOP

### 5.01 All Employees to be Members

All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall, as a condition of continued employment become and remain members in good standing in the Union within ninety [90] days of employment.

5.02 "Employee" shall mean an employee who has acquired [90] working days of continuous time; time lost due to illness [up to five [5] days total], inclement weather or acts of God and time worked on Saturdays or Sundays to be included.

5.03 This article does not apply to part-time, temporary or casual employees.

## ARTICLE 6 - CHECK-OFF OF UNION DUES

### 6.01 Check-Off Payments

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

### 6.02 Deductions

Deductions shall be made from the first four payrolls of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

### 6.03 Dues Receipts

At the same time that Income Tax [T-4] slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## ARTICLE 7 -THE EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

### 7.01 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.

7.02 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to the Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

## ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer or designate and the Secretary of the Union or designate.

## ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two [2] representatives of the Union and two [2] representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- [1] Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- [2] Improving and extending services to the public.
- [3] Promoting safety and sanitary practices.
- [4] Reviewing suggestions from employees, questions or working conditions and service [but not Grievances concerned with service].
- [5] Correcting conditions causing Grievances and misunderstandings.



9.03 Meetings of Committee

The Committee shall meet at least once every four [4] months, or at the call of the Chairperson and/or at the call of any two members of the Committee, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least four [4] days in advance of the meeting. Employees shall not suffer any loss of pay or benefits for time spent with this Committee.

9.04 Chairperson of the Meeting

A representative of management and a representative of Local 804 CUPE shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive two [2] signed copies of the minutes.

9.06 Jurisdiction of Committee

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

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

## ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of

its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union plus a representative of CUPE

The Union will advise the Employer of the Union nominees to the Committee.

10.03 Function of Bargaining Committee

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

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty [30] calendar days after the request has been given unless otherwise mutually agreed.

10.05 Time Off for Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration, provided the meetings have been mutually agreed upon by the Employer and the Union.

## ARTICLE 11 - REPRESENTATIVE OF THE CANADIAN UNION

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

## ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of

Grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting the employee's Grievance in accordance with the Grievance procedure.

12.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the Department[s] that Steward represents and the name of the Chief Steward, before the Employer shall be required to comply with this Article.

12.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

12.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that each will not leave work during working hours except to perform the duties under this Agreement. Therefore, no Steward shall leave work without obtaining permission of the Supervisor; such permission shall be granted within a reasonable period of time; and the Steward shall conduct business in the most expedient manner possible and return to work immediately upon conclusion of such business. The Supervisor shall be notified in the event of any unusual delays.

12.05 Definition of Grievance

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

12.06 Settling of Grievances

An earnest effort shall be made to settle Grievances fairly and promptly in the following manner.

Step 1

The aggrieved employee[s] who wish[es] to process a Grievance must submit it in writing through his Steward or Chief Steward, within fifteen [15] working days of the incident giving rise to the Grievance or of the time the

employee became aware of the incident. At each step of the Grievance procedure, the grievor shall have the right to be present.

Step 2

If the Steward and/or the Grievance Committee consider the Grievance to be justified, the Steward and/or the Grievance Committee will first seek to settle the dispute with the employee's Supervisor or designate, or Department Head or designate.

Step 3

Failing satisfactory settlement within seventy-two [72] hours after the dispute was submitted under Step 2, the Chief Steward will submit to the Chief Administrative Officer or designate a written statement of the particulars of the Grievance and the redress sought.

The Chief Administrative Officer or designate shall consult with Department Head or designate of the Department from which the Grievance originated. The decision of the Chief Administrative Officer or designate shall be forwarded to the Grievance Committee of the Union within seven [7] working days of receipt of the Grievance.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to Arbitration within thirty [30] days from receipt of the decision of the CAO or designate in Step 3.

12.07 Policy/Group/Union/Employer Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a Grievance, such Grievance shall commence at Step 2.

12.08 Grievance on Safety

An employee, or group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a Grievance in the third step of the Grievance procedure for preferred handling.

12.09 Grievances and Replies to be in Writing

Grievances and replies to Grievances shall be in writing at all steps.

12.10 Facilities for Grievances

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

## ARTICLE 13 - ARBITRATION

### 13.01 Composition of Board of Arbitration

When either party requests that a Grievance be submitted to Arbitration, the request shall be made by registered mail to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board.

Within ten [10] 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 Chairperson.

### 13.02 Failure to Appoint

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven [7] days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 13.03 Board Procedure

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

### 13.04 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a Grievance by any arrangement which it deems just and equitable.

### 13.05 Disagreement on Decision

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

### 13.06 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 Chairperson.

13.07 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

13.08 Witnesses

At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of an employee[s] concerned as witnesses and any other witnesses.

## ARTICLE 14 - SENIORITY

14.01 Seniority Defined

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

14.02 Seniority List

The Employer shall maintain classification and employment seniority lists, showing the date upon which each employee's service commenced and the date each employee changed to a new classification. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in July of each year.

14.03 [a] Probation for Newly Hired Permanent Employees

A newly hired employee shall be on probation for a period of six [6] months from the date of hiring for any permanent position. This period may be extended by mutual agreement for an additional period, not to exceed ninety [90] days, if in the opinion of the Employer, such extension is considered warranted. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

[b] Probation for Newly Hired Temporary Employees

A newly hired employee shall be on probation for a period of twelve [12] months from the date of hiring for any temporary position. This period may be extended by mutual agreement for an additional period, not to exceed ninety [90] days, if in the opinion of the Employer, such extension is considered warranted. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 [a] Loss of Seniority for Permanent Employees

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

A permanent employee shall only lose his seniority in the event the permanent employee:

- [1] Is discharged for just cause and is not reinstated.
- [2] Resigns in writing and does not withdraw within two [2] days.
- [3] Is absent from work in excess of three [3] working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- [4] Fails to return to work within seven [7] calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- [5] Laid off for a continuous period in excess of twenty-four [24] months.

An employee recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work.

14.04 [b] Loss of Seniority for Temporary Employees

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

A Temporary employee shall only lose his seniority in the event the Temporary employee:

- [1] Is discharged for just cause and is not reinstated.
- [2] Resigns in writing and does not withdraw within two [2] days.
- [3] Is absent from work in excess of three [3] working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- [4] Fails to return to work within seven [7] calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- [5] Laid off for a continuous period in excess of six [6] months.

An employee recalled for casual work or employment of short duration at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work.

#### 14.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent. If an employee is transferred to a position outside of the Bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the Bargaining Unit during the employee's trial period, which shall be a maximum of sixty [60] days. If an employee returns to the Bargaining Unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

14.06 Protests in regard to seniority status shall be submitted in writing within thirty [30] days from the date seniority lists are posted. When proof of error is presented by an employee or the employee's Union Steward, of if the Steward is absent, a member of the Executive of Local 804, CUPE, such error shall be corrected and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the Chairperson of the Union Grievance Committee.

14.07 Students hired during summer vacation shall not accumulate seniority.

14.08 Employees hired for experimental purposes shall not accumulate seniority.



## ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

### 15.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the Bargaining Unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one [1] week, so that all members will know about the vacancy or new position.

### 15.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

### 15.03 No Outside Advertising

No outside advertising for any vacancy shall be placed until the applications of present employees have been fully processed and each qualified applicant has had an interview. Seasonal employees shall be given full consideration before this Article is implemented.

### 15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the Bargaining Unit shall be made within three [3] weeks of posting.

### 15.05 [a] Temporary Positions

Where permanent employees are on authorized leave of absence, extended periods of sick leave, Long Term Disability or Workers Compensation Benefits for periods of time beyond thirty (30) working days, the employer may temporarily fill their vacant position. Such temporary position shall be filled in accordance with the posting provisions in Article 15 of this Collective Agreement. No individual temporary position shall be for longer than twelve [12] months without mutual consent of the

Employer and the Union. The twelve [12] month time frame for temporary positions may be extended but only by mutual consent of the Employer and the Union. Failing mutual consent and after the expiry of the twelve [12] month period, or the expiry of any further mutually agreed to extension, the temporary position shall be posted and filled on a permanent basis.

[b] Employee Preference

Any permanent employee whose position is filled on a temporary basis pursuant to Article 15.05[a] above shall have the right to return to that position when their leave of absence expires or they recover from the condition(s) which resulted in their leaving the workplace in the first instance. However, should the position the permanent employee left be filled on a permanent basis pursuant to Article 15.05[a] above, then upon the permanent employee's return to work, he shall be entitled to a position with the employer and shall have the right to exercise his seniority pursuant to Article 16 just as though he was being laid off.

15.06 Trial Period

The successful applicant shall be notified within one [1] week following the end of the posting period. The employee shall be placed on trial for a period of six [6] months. Conditional on satisfactory service, the employee shall be declared permanent after the period of [6] months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position, wage or salary rate without loss of seniority, unless management agrees to keep the employee in the new position without prejudice to the returning employee.

15.07 Notification to Union

Within seven [7] calendar days of the date of appointment to a vacant position, the Union shall be notified of the name of the successful applicant. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.08 Handicapped/Older Worker Provision

An employee who through injury, illness or advancing years, is unable to perform the employee's duties, may be provided with alternative suitable employment, if available.

15.09 On-The-Job-Training

The Employer shall maintain a system of "on-the-job training" so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions within the Bargaining Unit during the regular working hours and upon approval of the Supervisor, by arranging to exchange positions for temporary periods, without affecting the salary or pay of employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. Job training shall not take place when the senior training employee is absent from work.

15.10 The wages to be paid for any position created during the life of this Agreement shall be negotiated by the parties hereto.

15.11 [1] Classifications and job descriptions shall be in accordance with "Schedule A" of this Agreement and shall not be changed without prior mutual agreement with the Union.

[2] Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is Bargaining Agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty [30] work days. If such objection cannot be resolved, the issue may be subject to arbitration as per Article 13 and the Arbitrator shall have the authority to render a decision.

[3] No Elimination of Present Classifications

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

## ARTICLE 16 - LAY-OFF AND RECALL

16.01 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their classification seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

16.02 Recall Procedure

Employees shall be recalled in order of their seniority provided they have the necessary qualifications to do the job being recalled for.

16.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided they have the necessary qualifications.

16.04 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten [10] working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

16.05 A laid off employee shall be given preference of employment in filling new positions or vacancies in other than the employee's own seniority group when no laid off employees are available in any such groups, providing the employee has the necessary qualifications.

## ARTICLE 17 - HOURS OF WORK

17.01 With the exception of those employees covered by Articles 17.03 and 17.04, the regular working day for employees covered by this Agreement shall not be more than eight [8] hours per day, forty [40] hours per week. Hours of day: 7:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m. from Monday through Friday.

Summer Hours

Summer hours shall be in effect from the first **Monday following April 15<sup>th</sup>** to the **first Monday before November 15<sup>th</sup>** inclusive.

With the exception of those employees covered by Articles 17.03 and 17.04, the regular working day, during summer hours for employees covered by this Agreement, shall not be more than eight [8] hours per day, forty [40] hours per week. Hours of day: 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m. from Monday through Friday.

The hours of work as contained in this Agreement shall be varied when circumstances have a bearing on the work to be performed. The hours of work shall be eight [8] hours per day forty [40] hours per week; and shift work shall apply.

- 17.02 The working schedule for all employees covered by this Agreement shall be arranged in accordance with Article 17 of this Agreement.
- 17.03 Hours of work for Community Services - The regular hours of work for Community Services employees shall be eight [8] hours per day, forty [40] hours per week. Hours of day shall be any eight [8] consecutive hours within the twenty-four [24] hour period for five [5] days from Monday through Sunday. Employees shall be entitled to their two (2) days off per week as consecutive days off unless otherwise mutually agreed to by the Employee and the Employer. In any event, employees shall not be scheduled more than seven (7) consecutive work days without days off. A change in shift may be made by mutual agreement between the employee and his/her immediate supervisor; otherwise, employees shall be provided one [1] week's advance notice of any change in shift.

17.04 Hours of work for employees of the Summerside Waste Water Treatment Plant (WWTP) shall not be more or less than eight [8] consecutive hours per day, forty [40] hours per week.

The normal hours of work shall be either:

1. 7:30 a.m. to 4:00 p.m. with a half hour unpaid lunch from Monday through Friday (the early shift); or
2. Any eight (8) consecutive hours between 8:00 a.m. and 11:00 p.m. Monday through Friday.

The hours of work as contained in this Agreement shall be varied when circumstances have a bearing on the work to be performed.

## ARTICLE 18 - OVERTIME

### 18.01 Overtime Defined

All time worked before or after the regular work day and the regular work week, or on a holiday, shall be considered overtime.

### 18.02 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

### 18.03 Sharing of Overtime

Non-contiguous overtime, scheduled overtime and call-back time shall be divided equally among employees who are qualified to perform the

available work in the following order:

- Qualified Permanent Employees first, and if none are available, then;
- Qualified Temporary Employees, and if none available, then;
- Qualified Seasonal Employees, and if none are available, then;
- Qualified Casual Employees.

18.04 Overtime List

The employer agrees to post every three months a list in each Department of the names of employees and the number of scheduled overtime hours each has worked in that period.

18.05 Time worked by employees on regular assignments, continuous with the regular assigned hours of work, shall be compensated for all overtime hours worked at one and one-half [1 ½] times the pro rata rate.

18.06 All employees called upon to work on any holiday as defined in Article 27 of this Agreement shall 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.

18.07 Employees required to work on their first normally scheduled day off shall be compensated for all overtime hours worked at one and one-half (1 ½) times the pro rata rate.

18.08 Employees required to work on their second normally scheduled day off shall be compensated for all overtime hours worked at two [2] times the pro rata rate.

18.09 Except in cases of emergency, overtime shall not be worked without proper authority. When advance authority has not been obtained, and overtime is worked in an emergency, overtime payment will not be allowed unless claim is submitted within forty-eight [48] hours from the time service is performed.

18.10 All qualified employees shall be given equal opportunity to work available overtime.

18.11 Should any Rink employee be required to work on Easter Sunday, such time worked will be paid at the rate of time and one-half for all hours worked in addition to the regular day's pay.

18.12 Time off in lieu of overtime may be banked and taken in the off season, within the Department where it is earned. Off seasons may vary from department to department. The booking of this time off requires one week's notice and must not incur overtime. The maximum number of hours to be banked may be established by the Department Head based

on operational needs throughout the year. The rate of pay shall be the normal classification rate paid to that employee.

Any banked time in the bank unused, prior to the last pay in December of any year, shall be paid out at its earned value on the last pay in December.

## ARTICLE 19 - TEMPORARY TRANSFERS

19.01 From time-to-time there may be a need to shift resources within the Bargaining Unit for short periods of time. In these instances the Employer will start at the top of the seniority list and offer qualified employees the opportunity to transfer in order of their bargaining unit wide seniority. If no senior qualified employees voluntarily accept the transfer, then the qualified employee with the least seniority will be transferred. If the need to shift resources lasts longer than two (2) weeks, the Employer will either post the temporary position, vacate the temporary transfer, or by mutual agreement between the Employer and the Union, extend the temporary transfer.

Any employee required to fill temporarily a position for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed and employees required to fill temporarily positions for which a lower rate than that paid for such employee's work has been established, shall not suffer any reduction in pay by reason thereof.

19.02 Where an employee is required to perform a limited range of duties during **a temporary** absence of the Operations Supervisor, Assistant Operations Supervisor, Facilities Supervisor, or Waste Water Treatment Plant Supervisor, **not to exceed sixty (60) days**, the employee shall receive an additional pay increment of **one dollar and fifteen cents (\$1.15)** per hour for the period these duties are performed. This rate would apply after 8 hours continuous assignment to the supervisory position, and be paid retroactive to the first hour. **After sixty (60) days in the Supervisory role the employee will have the right to refuse to continue to perform these limited range of duties and return to performing only their unionized duties.**

19.03 Any employee after six [6] months continuous employment at a higher rate of wages than that paid for the employee's regular work, shall be re-classified at the higher rate provided there is a vacancy in the Department concerned. Nothing in the Article shall entitle an employee to retain a rate of pay if permanently re-classified to a lower job classification for cause, including change of establishment, qualification and discipline.

## ARTICLE 20 - CALL OUT PAY

- 20.01 Except as laid out in Article 20.02, employees ordered out to work before or after the regular working day shall be paid a minimum of three [3] hours pay at the employee's appropriate overtime rate, whether or not the employee is required to perform duties. After four [4] hours, double time will be paid for work performed between the hours of midnight and 7:30 a.m.
- 20.02 In the event the employee is required to perform duties, overtime rates shall apply for the actual time worked, but in no event shall an employee receive less than the amount specified as call out pay, unless the time worked is contiguous with the working day and is of less than 1 hour duration. In such cases the employee shall be paid for the time worked at the overtime rate. For further clarify, should the employee leave the work place following the working day and be called back, at any time prior to the beginning of his next scheduled working day, such employee shall receive the amount specified as call out pay as laid out in Article 20.01
- 20.03 Call out shall be in accordance with Article 18.03 of this Agreement.

## ARTICLE 21 - STAND-BY PAY

- 21.01 When an employee is advised that the employee is on call; that is, immediately available by direct telephone contact or electronic device, the employee shall be paid in the following manner:
- [a] Normal Work Week - 5.5 hours per week at the employee's normal hourly rate of pay.
  - [b] Week Including One Stat Holiday - 7.5 hours per week at the employee's normal hourly rate of pay.
  - [c] Week Including Two Stat Holidays - 9 hours per week at the employee's normal hourly rate of pay.
- 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 divided equally among the qualified employees.
- 21.02 There shall be two [2] employees designated as "1st on-call employee" and "2nd on-call employee."
- The "1st on-call employee" shall investigate all calls and determine if another employee is required; the "1st on-call employee" shall contact the "2nd on-call employee" for assistance.



## ARTICLE 22 - PAY DAYS

22.01 The City of Summerside payroll shall be prepared every Friday and Employees shall be paid not later than 9:00 a.m. every Friday.

## ARTICLE 23 - LIVE SANITARY SEWER

23.01 Employees connecting sewer pipes in trenches and in contact with live sanitary sewer shall be paid a premium of twenty-five [25] cents per hour while so employed, whether on regular or overtime work.

## ARTICLE 24 - ATTENDING COURT

24.01 In cases in which the City of Summerside is involved, employees who lose time by reason of being required to attend Court or Coroner's inquest, or to appear as witnesses, will be paid for time so lost. If no time is lost, they will be paid for actual time held. Any fees or mileage accruing shall be assigned to the City of Summerside.

## ARTICLE 25 - TRANSPORTATION OF EMPLOYEES

25.01 During inclement weather, if at all possible, all employees in all Departments being conveyed from yard to job or vice-versa shall be protected from such elements by properly covered mobile equipment.

## ARTICLE 26 - SERVICE PAY

26.01 All permanent employees covered by this Agreement shall receive service pay as follows:

One [1] to five [5] years' service -- Twelve dollars [\$12.00] per year.

Eighteen [\$18.00] dollars for each additional year.

Service pay shall be paid after December 1st and prior to or during the last pay period before Christmas.

Service pay shall be paid to permanent employees who retire anytime prior to December of any year.

Service pay shall not be paid to any permanent employee who severs the

employee's employment prior to December of any year.

## ARTICLE 27 - HOLIDAYS

27.01 The Employer recognizes the following as paid holidays:

- [1] New Year's Day
- [2] Good Friday
- [3] Victoria Day
- [4] Canada Day [i.e. July 1st]
- [5] Labour Day
- [6] Monday of Lobster Carnival Week
- [7] Thanksgiving Day
- [8] Armistice Day
- [9] Christmas Day
- [10] Boxing Day
- [11] Islander Day
- [12] Two Floating Holidays

Employees shall be granted one-half day on Christmas Eve and New Year's Eve with pay. This provision shall not apply to employees of the Municipal Works Department when a snowfall occurs or in the event of a main break or severe weather conditions resulting in power failures.

27.02 [a] Compensation for Employees Scheduled to Work on a Statutory Holiday

An employee who is scheduled to work on the above mentioned holidays, with the exception of those listed in Article 27.06, shall be paid for all hours worked on the holiday at one and one-half (1 ½) times the pro rata rate plus a day's pay.

- [b] All full-time employees required to work shift work (i.e. Rec. Centre employees) on a statutory holiday (with the exception of Christmas Day and New Year's Day as set out in Article 27.06) shall be paid at the rate of one and one-half (1 1/2) times their regular rate in addition to their regular pay.

All full-time employees required to work shift work who do not receive the overtime entitlement as set out above shall be paid an additional eight (8) hours pay at the regular rate or given their next work day after the statutory holiday off with pay. The employee shall have the choice of taking either the eight (8) hours pay at the regular rate or the next work day off with pay. Such employee's preference must be provided to the Employer within twenty-four (24) hours after the statutory holiday. Failure to notify the Employer within the above-noted twenty-four (24) hours after the statutory holiday shall result in the affected employee receiving his eight (8) hours at the regular rate.

27.03 Compensation for Holidays Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

27.04 Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday [or Tuesday where the preceding clause already applies to the Monday] shall be deemed to be the holiday for the purpose of this Agreement.

27.05 In order to be eligible for pay for any of the holidays, an employee must have performed at least [60] days' work in the preceding year and must have worked both the regular working day immediately preceding the holiday and the regular working day immediately following the holiday, unless absent with permission from the Department Head.

27.06 If an employee works on Christmas Day and/or New Year's Day, the employee shall receive double time plus the day's pay.

## ARTICLE 28 - VACATIONS

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

- [1] One [1] year to nine [9] years continuous service - fifteen [15] working days.
- [2] Over nine [9] years to seventeen (17) years continuous service - twenty [20] working days.
- [3] Over seventeen (17) years to twenty-five (25) continuous years - twenty-five [25] working days.
- [4] Over twenty-five (25) continuous years - thirty [30] working days.

All vacation shall be completed by December 31st of each year. In the event of extenuating circumstances, specifically, being on WCB, LTD, or extended sick leave, where an employee is unable to take their accumulated vacation by December 31st in any given year, then the Employer shall pay the employee an amount equal to the value of the outstanding vacation credits for that year in a lump sum. Notwithstanding the above, employees shall be entitled to carry over a maximum of one (1) week of vacation from one year to the next as long as the carried over vacation is taken by March 31st of the following year.

28.02 When a legal holiday occurs during an employee's annual vacation, such employee shall be entitled to an additional day's vacation with pay and such days shall immediately follow the vacation period of such employees.

28.03 Applications for vacation time off work from employees filed prior to April 1st of each year shall be placed in the vacation poster showing period of vacation requested. Such applications shall be given preference in order of seniority and shall be given preference over other applications received after April 1st regardless of seniority.

Vacation requests for the months of July and August shall be granted first on the basis of seniority among those employees having children who attended school during the preceding spring and secondly on the basis of seniority among those who did not have children attending school in the preceding spring.

28.04 All employees while on vacation shall receive from the City of Summerside the rate of pay for the employee's classification.

28.05 Vacation lists shall be posted on or before the 30th of April of each year, showing the days' vacation of each employee earned in the past year. Vacation lists shall be the responsibility of the Department Head or designate.

28.06 Vacation Scheduling

Vacations are to be taken annually at periods which will cause the least interference with operations. Five [5] days of an employee's vacation plus two [2] floating holidays may be used as casual days, but the remainder shall be taken in at least one [1] week blocks unless mutually agreed to between the employee and the Employer. Two weeks of advance notice will normally be given for one or more week blocks of vacation. Casual days will require advance approval of not later than noon of the preceding regular work day, except emergency situations. Days applied for shall be taken.

28.07 Vacation Pay on Termination

An employee terminating employment at any time in the employee's vacation year, before the employee has had the employee's vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

28.08 Where an employee qualified for sick leave, bereavement or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. [In the case of sick

leave, a doctor's certificate shall be required as proof of illness]. The period of vacation so displaced shall either be added to the vacation period or re-instated for use at a mutually agreeable time.

28.09 Overtime Vacation Rate

No employee shall be required to work during the employee's scheduled vacation period. However, should an employee agree to work when requested during the employee's scheduled vacation, the employee shall be paid at double time the regular rate of pay plus one vacation lieu day off for each day in which the employee performed any work. Such vacation lieu day off shall be taken at a time mutually agreeable between the employee and his/her Supervisor.

## ARTICLE 29 - SICK LEAVE PROVISIONS

29.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.

29.02 Annual Paid Sick Leave

Eighteen [18] sick leave days per year shall be earned by an employee at the rate of one and one-half (1 ½) days for every month an employee is employed.

29.03 Sick leave credits shall accrue to an employee to a maximum accumulation of one hundred and fifty [150] days.

29.04 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days [exclusive of holidays] absent for sick leave.

29.05 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three [3] working days, certifying that the employee was unable to carry out his/her duties due to illness.

29.06 Sick Leave During Leave of Absence and Lay-off

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

29.07 Extension of Sick Leave

An employee with more than one [1] year of service who has exhausted the employee's sick leave credits shall be allowed an extension of the employee's sick leave to a maximum of eighteen [18] working days.

Upon the employee's return to duty, the employee shall repay the extension of sick leave in full at the employee's monthly accumulation. No employee shall be terminated by virtue of having exhausted the employee's sick leave credits.

29.08 Sick Leave Records

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

29.09 An employee having accrued sick leave credit shall, on retirement due to disability, death or age, receive a salary grant in lieu thereof equal to such credit, to a maximum of one hundred and twenty-five [125] days, at the rate of pay effective immediately prior to such retirement. Any accrued sick leave cash bonus shall be paid to the employee's beneficiary to a maximum of one hundred and twenty-five [125] days.

At the option of the employee, the employee may elect to receive such accumulated sick days off with pay immediately prior to the individual's retirement date.

29.10 An employee having accrued sick leave 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 the rate of pay effective immediately prior to severance or early retirement. This provision applies only to permanent employees of the Employer.

## ARTICLE 30 - LEAVE OF ABSENCE

30.01 The City of Summerside agrees that permission, on notification to the Department Head or designate, shall be granted to the Shop Steward[s] or if the Shop Steward is absent, a member of the Executive of Local 804 CUPE, to leave their employment temporarily in order to carry on negotiations with the City of Summerside or its representatives, with respect to investigations of a Grievance between the Union and the City of

Summerside and they shall suffer no loss of pay for time so spent.

30.02 Leave of absence without loss of seniority shall be granted upon request to any one [1] employee elected or appointed to represent the Union at two [2] Union conventions in any one year.

30.03 [a] [1] 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 and any other second degree relative who has been residing in the same household for a six month period prior to the 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.

[2] Illness in the Immediate Family

An employee shall be granted three [3] days leave without loss of salary or wages in the case of a serious illness or injury to a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, grandparent or any other second degree relative who resides in the employee's household. Proof of the illness or injury may be requested by the Employer.

[3] Medical Appointment for Immediate Family

Each employee shall be allowed to use three [3] days or necessary portion thereof of the employee's accumulated sick leave to travel to another area for a medical appointment or treatment for a member of the employee's immediate family. Proof of this visit in the form of a medical certificate shall be provided by the employee. Leave granted for this purpose shall not exceed three [3] sick days per fiscal year.

[b] Mourner's Leave

One-half (1/2) day's leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer during the working shift.

30.04 Should an employee covered by this Agreement request leave of absence, personal or otherwise, same may be granted by the City Council or designate to a maximum of thirty [30] days without pay. Should more time be necessary, the employee concerned shall make written request to the City Council or designate for an extension and such extension may be granted at the prerogative of Council or designate.

- 30.05 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- 30.06 With the exception of maternity leave, vacation leave, sick leave and short term disability, an employee shall not accumulate vacation or sick leave credits, but shall continue to accumulate seniority, while on Long Term Disability, **WCB for more than two (2) consecutive calendar years**, or any other leave of absence for more than six (6) months in any calendar year.

## ARTICLE 31 - CLOTHING ISSUE

- 31.01 The City of Summerside shall maintain and supply **personal protective equipment** to be issued when necessary to employees specified in the existing Certification Order.
- 31.02 All employees shall receive one [1] pair of safety footwear [steel toe] annually on exchange basis. If requested, and at the discretion of the Director or designate, additional footwear will be provided as required. The quality and style of the above footwear shall be determined by an appointee of the Chief Administrative Officer, in consultation with a representative of the various Departments covered by this Agreement.

## ARTICLE 32 - SAFETY

- 32.01 The Union and the City of Summerside shall cooperate in continuing and perfecting the safety measures now in effect. The regulations of the Worker's Compensation Board and the "*Occupational Health and Safety Act*" shall be observed.
- 32.02 All employees working in any dangerous capacity shall use all necessary safety equipment as recommended by the Department Head or designate. It shall be compulsory to wear and use such recommended safety equipment.
- 32.03 When both arena facilities are operating, there shall be at least two bargaining unit employees scheduled to work the 4 p.m. to 12 a.m. (midnight) shift weekdays and after 9 a.m. to 12 a.m. (midnight) on Saturdays and Sundays in the Wellness Centre. It shall be understood that replacements have to be called in, in the event of sickness or absences from the arena facilities.
- 32.04 Within the Waste Water Treatment Plant, there will be a minimum of two Waste Water Treatment Plant employees working on every scheduled shift.



## ARTICLE 33 - EMERGENCIES

### 33.01 General Emergency

During a state of general emergency, any employee joining any of the branches of the Armed Forces of Canada, including the Merchant Marine, shall on application, be granted leave of absence and on the employee's return to the City of Summerside's employment, shall maintain seniority rights and be entitled to any general pay increase and maintain the right of promotions, provided the employee returns to work with the City of Summerside within three [3] months of the date of discharge from the above mentioned Forces, unless the employee is classified by Government as wounded.

### 33.02 Extreme Emergency

All employees covered by this Agreement, if called, shall respond to duty if an extreme emergency arises. Extreme emergency shall mean a snowstorm, sewer or water trouble where the flooding of property is extensive or any other situation whereby in the opinion of the Mayor of Summerside is a City emergency, or in the event of a National emergency.

## ARTICLE 34 - CONTRACTING OUT WORK

34.01 In order to provide job security for the members of the Bargaining Unit, the City agrees that the work or services presently performed or hereafter assigned to the Collective Bargaining Unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-union employee.

## ARTICLE 35 - ISSUING OF ORDERS

35.01 All orders shall be issued through the Chief Administrative Officer, Department Heads or Supervisors.

## ARTICLE 36 - SEASONAL and CASUAL EMPLOYEES

36.01 Seasonal employees of the City, after twelve [12] months continuous employment, shall become permanent employees of the City; and all those present seasonal employees who have acquired at least twelve [12]

months continuous employment with the City, shall upon the commencement of this Agreement, become permanent employees of the City.

36.02 Seasonal employees, upon being hired, shall pay the equivalent of Union dues monthly to the Union and shall be made aware of this condition before being employed by the City.

Seasonal employees shall not derive benefits from the contract, save for the following which shall apply:

- [1] Wages as set out in Schedule "A"
- [2] Article 17 - Hours of Work
- [3] Article 18 - Overtime
- [4] Article 20 - Call Out
- [5] Article 27 - Holidays
- [6] Article 29 - Sick Leave Provisions

36.03 Casual employees, upon being hired, shall pay the equivalent of Union dues monthly to the Union and shall be made aware of this condition before being employed by the City.

36.04 Casual employees shall not derive benefits from the contract save for Wages as set out in Schedule "A" and Overtime sharing under Article 18.03. Casual Employees shall be employed by the Employer on a case-by-case basis to assist with extra work over and above the day-to-day requirements.

## ARTICLE 37 - SUPERANNUATION

37.01 When an employee covered by this Agreement is in receipt of a substantial pension or a pension from the City of Summerside Pension Scheme, the employee's seniority shall cease.

## ARTICLE 38 - WORKERS COMPENSATION PAY SUPPLEMENT

38.01 All employees subject to this Collective Agreement shall be covered by the provisions of the *Workers Compensation Act of Prince Edward Island*.

- [1] When an employee is off work because of an accident or occupational illness resulting from his/her employment with the City of Summerside and which is accepted as compensable by the Workers Compensation Board, the Employer will supplement the WCB benefit to the extent permitted by the Workers Compensation Board without offsetting the benefit payable by the Workers

Compensation Board.

- [2] The absence of an employee who is receiving compensation benefits under the *Workers Compensation Act*, shall not be charged against the employee's sick leave credits.
- [3] The Employer agrees to pay the employee his/her regular wages for the balance of the day of the accident or occupational illness, and
- [4] While an employee is receiving wage loss benefits from the Workers' Compensation Board, the Employer agrees to continue all of the employee's cost shared benefits at the Employer's full cost; and the Employer agrees to pay the employee's share of pension payments, in addition to the Employer's share of pension benefits, on behalf of the employee.
- [5] An employee who has filed a claim under the *Workers Compensation Act* shall be eligible to apply for sick leaving during any required waiting period. In the event that the employee receives compensation from the Workers Compensation Board for the waiting period, the employee shall repay the Employer for the sick leave utilized during the waiting period, and any sick leave granted will be re-credited to the employee's sick leave bank.

## ARTICLE 39 - WAGES

- 39.01 Wage rates shall be in accordance with Schedule "A" which shall be attached to and become part of this Agreement.

## ARTICLE 40 - LEGAL FEES

- 40.01 The Employer agrees to supply the legal counsel where necessary for any action initiated against an employee by virtue of the performance of the employee's employment duties. If it should be found by any Judge, Court or Arbitration Board that the employee was negligent or is guilty of any wrong-doing, then the employee shall be responsible for his own legal fees.

## ARTICLE 41 - TERM OF AGREEMENT

- 41.01 This Agreement shall be binding and remain in effect from April 1, **2015** to March 31, **2020** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by February 1st in any

year that it desires termination or amendment. Within twenty [20] days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

41.02 Changes In Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

41.03 Agreement to Continue in Force

Both parties shall adhere to the terms of this Agreement during Collective Bargaining. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

41.04 Retroactive Pay for Terminated Employees

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

41.05 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

Retroactive Pay - Should a new Agreement not be concluded within three [3] months of the termination 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 is subject to pay scale and amendments, Schedule "A" attached.

## SCHEDULE "A" WAGES

		2.00%	2.00%	2.00%	2.00%	2.00%
<u>Classification</u>	<u>31-Mar-15</u>	<u>1-Apr-15</u>	<u>1-Apr-16</u>	<u>1-Apr-17</u>	<u>1-Apr-18</u>	<u>1-Apr-19</u>
Mechanic Foreman	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00
Working Foreman - Rec.	\$22.43	\$22.88	\$23.34	\$23.80	\$24.28	\$24.76
Working Foreman	\$22.43	\$22.88	\$23.34	\$23.80	\$24.28	\$24.76
GIS Technician	\$22.12	\$22.56	\$23.01	\$23.47	\$23.94	\$24.42
Water & Sewer Technician	\$21.56	\$21.99	\$22.43	\$22.88	\$23.34	\$23.80
Equipment Operator	\$20.97	\$21.39	\$21.82	\$22.25	\$22.70	\$23.15
Ice Maker	\$20.06	\$20.46	\$20.87	\$21.29	\$21.71	\$22.15
Labourer Semi-Skilled	\$19.78	\$20.18	\$20.58	\$20.99	\$21.41	\$21.84
Labourer	\$18.26	\$18.63	\$19.00	\$19.38	\$19.77	\$20.16
Casual	\$18.26	\$18.63	\$19.00	\$19.38	\$19.77	\$20.16
Seasonal Employees	\$16.66	\$16.99	\$17.33	\$17.68	\$18.03	\$18.39
WWTP Work Foreman - Level 1	\$24.28	\$24.77	\$25.26	\$25.77	\$26.28	\$26.81
WWTP Work Foreman - Level 2	\$25.87	\$26.39	\$26.92	\$27.45	\$28.00	\$28.56
WWTP Work Foreman - Level 3	\$27.49	\$28.04	\$28.60	\$29.17	\$29.76	\$30.35
WWTP Work Foreman - Level 4	\$29.10	\$29.68	\$30.28	\$30.88	\$31.50	\$32.13
WWTP Operator - Level 1	\$23.74	\$24.21	\$24.70	\$25.19	\$25.70	\$26.21
WWTP Operator - Level 2	\$25.33	\$25.84	\$26.35	\$26.88	\$27.42	\$27.97
WWTP Operator - Level 3	\$26.94	\$27.48	\$28.03	\$28.59	\$29.16	\$29.74
WWTP Operator - Level 4	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91	\$31.53

**NOTE:** The parties agree that a WWTP employee (Operator or Foreman) who successfully certifies from one certification level to the next, shall be moved from his previous certification pay level to the new certification pay level (i.e. Level 1 to Level 2) on the first full pay period following the date of his/her successful completion of the new Certification Level.

All newly hired employees, except part-time and temporary employees, who are on probation [Article 14.03] shall receive ninety percent [90%] of the rate for the classification during the probationary period. Upon completing probation, the rate shall increase to the rate for the classification as per Schedule "A".

The parties agree that once an employee is hired to a position of Labourer, that employee shall automatically progress from the Labourer classification and wage rate to the Labourer Semi-Skilled classification and wage rate after completing eighteen (18) months in the position of Labourer and provided the employee, at the end of the aforementioned eighteen (18) month period, is capable of operating the equipment required under the job description for Labourer Semi-Skilled.

## SCHEDULE "B" JOB DESCRIPTIONS - MECHANIC FOREMAN

### Work Activities

- < Responsible for repairing, servicing, overhauling, reconditioning and testing a variety of automotive equipment such as: automobiles, trucks, tractors, compressors, rollers, front end loaders, backhoes, snow blowers, mowers and other equipment owned or operated by the City.
- < Responsible for using a variety of hand tools and equipment in the repair of the above.
- < Responsible for operating hoists, jacks, boring and grinding machines and testing equipment.
- < Responsible for supervising the work of helpers and servicemen and assisting in the training of apprentices in the mechanical field.
- < Responsible for identifying and solving mechanical problems for all City departments.
- < Primarily responsible for maintaining Municipal Works Equipment, secondarily responsible for maintaining other City equipment.
- < May be required to operate equipment or perform manual tasks, if vehicle maintenance workload permits.
- < Required to perform any other duties as assigned by the Operations Supervisor or designate.
- < Required to take a regular turn on call.

### Work Environment

- < Generally works in and around the City Garage.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must have successfully completed a minimum of Grade 12 or equivalent.
- < Must hold a valid class 3A driver's license.
- < Must have Mechanics Trade qualification.
- < Heavy equipment operation experience would be an asset.
- < Must have or be willing to obtain Heavy Equipment Trade Qualification.
- < Welding experience would be an asset.

### Reporting Responsibility

- < The incumbent of this position reports to the Operations Supervisor or designate.

## WORK FOREMAN - RECREATION FACILITIES

### Work Activities

- < Responsible for the total operation of the Recreation Facilities in the absence of and in conjunction with the Facilities Operations Coordinator which will include:
  - \* Supervision and direction of the Recreation Facilities Staff;
  - \* Receiving and depositing all monies that are involved in the operation of the Centre;
  - \* Scheduling ice time and all other activities,
  - \* Operating and maintaining of all the mechanical facets of the Recreation Facilities and ensuring a maintenance program is followed,
  - \* Preparation of daily work lists to be completed by the Recreation Facilities Staff.
- < Required to submit monthly reports, studies, briefs, etc. as required, in conjunction with the Facilities Operations Coordinator, concerning all elements of the Recreation Facilities operation.
- < Required to follow established procedures to maintain files, correspondence and records of the Recreation Facilities.
- < Required to report and record all accidents within the Recreation Facilities.
- < Required to keep informed on up-to-date methods and trends involving the operation of recreational facilities.
- < Required to perform regular ice-related and maintenance-related duties.
- < Required to maintain appropriate communication and mutual cooperation with customers and the general public; maintains close surveillance of the conduct of spectators, customers and rink delegates and report discrepancies; to allocate all dressing room keys, time clock control, microphone and make sure all deposits are received and returned after satisfactory inspection.
- < Required to maintain stringent building security during activity hours: restricted rooms are to be adhered to: when securing the building, check all dressing rooms and spaces to ensure the building is indeed vacant.
- < Required to maintain a neat self-appearance and likewise surroundings. To be congenial with the public and tenants, and to reflect a good, positive image of the Summerside Community Services Department.
- < Required to carry out any other duties as assigned by the Facilities Operations Coordinator.

### Work Environment

- < Generally is required to work in and around the Recreation Facilities.
- < In summer months, may be required to work in other locations.
- < Frequently required to work in a cold environment.
- < Hours of work shall be as per Article 17 of CUPE 804 Collective Agreement.

### Necessary Qualifications

- < Successful completion of Grade 12 or equivalent.
- < Required to hold a valid Class 5 driver's license.
- < Must have valid basic First Aid and C.P.R. Certificates.
- < Must be of good character, in sound physical condition and mentally alert.
- < Must have experience in the area of arena maintenance and operation.

### Reporting Responsibility

The incumbent of this position is responsible to the Facilities Operations Coordinator.



## WORK FOREMAN

### Work Activities

- < Responsible for scheduling and supervising the work performed by other employees on a daily basis as directed by the Operations Supervisor or designate and usually working along with the other employees.
- < Responsible for ensuring appropriate safety procedures are followed.
- < Responsible in the absence of the Operations Supervisor or designate, to ensure work scheduled is completed and report activities to the next level of management.
- < Required to prepare daily reports for jobs performed by employees under his direction.
- < Required to perform any other duties as may be assigned by the Operations Supervisor or designate.
- < Required to take a regular turn on call.

### Work Environment

- < Generally works in outdoor conditions.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must have successfully completed a minimum of Grade 12 or equivalent.
- < Must hold a valid class 3A driver's license.
- < Must be able to demonstrate good problem solving ability and be mechanically inclined.
- < Must be able to perform all tasks normally performed by employees under his direction.
- < Shall have the Atlantic Water & Wastewater Voluntary Certification Program.

### Reporting Responsibility

- < The incumbent of this position reports to Operations Supervisor or designate.

## TECHNICIAN

### Work Activities

- < Required to perform surveying, drafting and related duties for proposed projects and for as-builts.
- < Responsible for maintaining inventory of plans, reports, information, etc.
- < Required to assist work crews on job site by interpreting plans and assisting in locating valves, etc.
- < Required to support Work Foreman or other personnel as may be directed by the Operations Supervisor or designate.
- < Required to assist work crews on job sites as a labourer in case of emergency or manpower shortage, due to vacations, sickness, etc.
- < Required to perform other duties as assigned by the Operations Supervisor or designate.

### Work Environment

- < Required to work in the office and in the field.
- < Frequently required to handle customer requests and complaints.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must have successfully completed a Civil Technology Course.
- < Must have successfully completed a course in basic drafting and surveying, or have similar work experience.
- < Must have a valid class 3A driver's license.
- < Must be willing to attend courses and seminars pertaining to work.
- < Must be able to learn quickly and have good problem solving ability.
- < Must be willing and able to perform labour work on the job site when requested.
- < Experience in water and sewerage system construction or maintenance and/or training or experience. in Engineering or Engineering Technology will be an asset.
- < Have or be willing to take, the Atlantic Water & Wastewater Voluntary Certification Program.

### Reporting Responsibility

- < The incumbent of this position is responsible to the Operations Supervisor or designate.

## EQUIPMENT OPERATOR

### Work Activities

- < Required to operate and perform minor maintenance of mobile construction and maintenance equipment including but not limited to: backhoe, front end loaders with bucket, blade and wing, snow blowers, roller, street sweeper, skid loader.
- < Required to perform manual task [specialized or otherwise] or drive a truck when not operating.
- < Required to perform any other duties as may be assigned by the Operations Supervisor or designate.
- < Required to take a regular turn on call.

### Work Environment

- < Generally works in outdoor conditions.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must have successfully completed a minimum of Grade 12 or equivalent.
- < Must hold a valid class 3A driver's license.
- < Must have **completed training from a recognized heavy equipment operator training program and have** experience and show ability to properly operate all types of heavy equipment owned by the City of Summerside Municipal Works Section of the Municipal Services Department.
- < Must be of good character, in sound physical condition and mentally alert.
- < Have or be willing to take the Atlantic Water & Wastewater Voluntary Certification Program.

### Reporting Responsibility

- < The incumbent of this position reports to the Operations Supervisor or designate.

The Employer agreed to "Grandfather" all present permanent employees who are members of CUPE Local 804 as at February 8, 2016 as falling under the present qualifications (April 1<sup>st</sup>, 2011 to March 31, 2015 Collective Agreement) without the changes above. For clarity, the new qualification above would apply only to all new hires in the City who fall under the jurisdiction of CUPE Local 804 as of February 8, 2016.

## ICE MAKER

### Work Activities

- < Required to perform all ice maintenance, including flooding, scraping, shaving, painting, sweeping and making ice.
- < Required to perform all cleaning within the Recreation Facilities, including sweeping, scrubbing and waxing.
- < Required to supervise and discipline all activities operating within the Recreation Facilities.
- < Required to repair all minor damages to the equipment and building which make up the Recreation Facilities.
- < Required to ensure that the ice schedule developed by management runs smoothly and within the proper time periods.
- < Required to delegate dressing rooms and control of keys to various groups using the Recreation Facilities.
- < Required to perform painting and annual maintenance in the Recreation Facilities.
- < Required to perform setting up and tearing down of the Lobster Carnival events.
- < Required to perform the collection of ice rental fees and issuing of receipts, when management is not present in the Recreation Facilities.
- < Required to report all damages and behavioural problems to the Recreation Facilities management
- < Required to report and record all accidents within the Recreation Facilities.
- < Required to maintain appropriate communication and mutual cooperation with customers and the general public.
- < Required to correct or repair any hazards to public safety.
- < Required to have a knowledge of the operation and maintenance of all mechanical facets of the Recreation Facilities and record information for a maintenance program, set up by management.
- < Required to keep informed on up to date methods and trends involving the operation of recreational facilities.
- < Required to maintain a clean, neat self-appearance and likewise surroundings.
- < Required to perform any other duties as assigned by the Facilities Operations Coordinator or designate.

### Work Environment

- < Generally works in and around the Recreation Facilities.
- < May be required to work in other areas and/or in other departments during the summer months.
- < Hours of work shall be as per Article 17 of CUPE 804 Collective Agreement.

### Necessary Qualifications

- < Must have successfully completed Grade 12 or equivalent.
- < Must have a valid Class 5 Driver's license.

- < Must have a valid basic First Aid and CPR Certificates.
- < Must be in good physical condition.
- < Must be of good character, courteous, trustworthy and dependable.

Reporting Responsibility

- < The incumbent of this position is responsible to the Facilities Operations Coordinator or designate.

## LABOURER SEMI-SKILLED

### Work Activities

- < Required to perform specialized manual tasks related to the construction, operation and maintenance of streets, sidewalks, storm sewers, parks, water and sewer system and City owned or operated properties and buildings; in addition to snow removal operations and debris pickup.
- < Required to operate trucks including but not limited to pickups, dump trucks, salt spreaders; as well as equipment such as farm tractor and flail cutter, ride-on mowers, sewer flushing machine.
- < Required to perform any other duties as may be assigned by the Operations Supervisor or designate.
- < Required to take a regular turn on call.

### Work Environment

- < Generally works in outdoor conditions.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must be capable of performing specialized manual tasks without supervision.
- < Must be able to drive a 3-ton dump truck.
- < Must have successfully completed a minimum of Grade 12 or equivalent.
- < Must hold a valid class 3A Driver's license.
- < Must be of good character, in good physical condition and mentally alert.
- < Have or be willing to take the Atlantic Water & Wastewater Voluntary Certification Program.

### Reporting Responsibility

- < The incumbent of this position reports to the Operations Supervisor or designate.

## LABOURER

### Work Activities

- < Required to perform manual tasks related to the construction operation and maintenance of streets, storm sewers, sidewalks, parks, water and sewer system and City owned or operated properties and buildings. In addition to snow removal operations and debris pickup.
- < Required to do such other work as directed by the Operations Supervisor or designate.
- < Required to take a regular turn on call.

### Work Environment

- < Generally works in outdoor conditions.
- < Usually works under supervision.
- < Hours of work shall be according to Collective Agreement.

### Necessary Qualifications

- < Must be capable of performing a wide variety of routine manual tasks with minimum supervision.
- < Must be capable of following written and/or verbal orders.
- < Must be capable of obtaining a valid class 3A Driver's license
- < Must be of good character, in sound physical condition and mentally alert.
- < Must have successfully completed a minimum of Grade 12 or equivalent.
- < Have or be willing to take the Atlantic Water & Wastewater Voluntary Certification Program.

### Reporting Responsibility

- < The incumbent of this position reports to the Operations Supervisor or designate.

# GIS TECHNICIAN

## Work Activities

- < To assist in the development and maintenance of a GIS/database/mapping system for the City.
- < To provide computer generated graphic/presentation work for various City Departments.
- < To provide drafting and technical support services to the Technical Department Staff.
- < To maintain and update all City maps and plans as required.
- < To provide surveying and inspection services as required.
- < To assist the Technical Department staff with spreadsheet analysis as required.
- < To provide technical assistance to the other City Departments as required.
- < To discharge such other duties, responsibilities and functions as may be assigned by the Director of Technical Services.

## Work Environment

- < Generally works indoors.

## Necessary Qualifications

- < Graduation from a post-secondary institution with course work in GIS system administration, engineering drafting or engineering technology.
- < A minimum of 2 years related experience.
- < Must have a valid Driver's license.
- < Ability to use computers.
- < Familiarity with GIS systems.
- < Familiarity with manual and computer aided drafting.
- < Ability to express ideas effectively, orally and in writing.
- < Ability to develop and maintain effective working relationships with municipal employees.

## Reporting Responsibility

- < The incumbent of this position reports to the Director of Technical Services or designate.



# WASTEWATER TREATMENT PLANT OPERATOR

## Work Activities

- Understand the proper operation of the WWTP
- Perform basic laboratory tests such as PH, temperature, TSS and C.O.D
- Maintain accurate and orderly records
- Troubleshoot process issues
- Perform maintenance on WWTP equipment
- Perform Grounds maintenance
- Painting
- Required to perform any other duties as assigned by the Wastewater Supervisor or designate.

## Necessary Qualifications

- Must have and maintain Waste Water Treatment Certification Level I from the Province of PEI.
- Must possess a valid Driver's License
- May be required to take a turn on stand-by
- Must be capable of performing a wide variety of tasks with minimum supervision.
- Must be of good character, in sound physical condition, and mentally alert.

## Work Environment

- Generally works in outdoor and indoor conditions.

## Reporting Responsibility

- The incumbent of this position reports to the Wastewater Supervisor.

# WASTEWATER TREATMENT PLANT FOREMAN

## Work Activities

- Responsible for scheduling and supervising the work performed by other employees on a daily basis as directed by the Wastewater Supervisor or designate and usually working along with the other employees.
- Responsible for ensuring appropriate safety procedures are followed.
- Responsible in the absence of the Wastewater Supervisor or designate, to ensure work scheduled is completed and report activities to the next level of management.
- Responsible to prepare daily reports for jobs performed by employees under his direction.
- Required to perform any other duties as assigned by the Wastewater Supervisor or designate.

## Necessary Qualifications

- Must have and maintain Waste Water Treatment Certification Level I from the Province of PEI.
- May be required to take a turn on stand-by.
- Must possess a valid Driver's License.
- Must be capable of performing a wide variety of tasks with minimum supervision.
- Must be of good character, in sound physical condition and mentally alert.

## Work Environment

- Generally works in outdoor and indoor conditions.

## Reporting Responsibility

- The incumbent of this position reports to the Wastewater Supervisor.

## LETTER OF AGREEMENT - "RE: EMPLOYEES PLACE OF RESIDENCE"

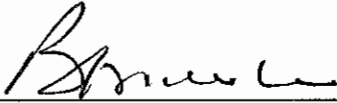
The City of Summerside and the Canadian Union of Public Employees - Local 804 agree that with respect to Article 4.01[b], this Letter of Agreement confirms that the following employees are exempt from this Article until such time as they become residents of the City of Summerside, or the present City boundaries are extended to encompass the area in which they presently reside:

Gary Kelly  
Randy McCourt  
**Jan Cameron**  
Greg Milligan

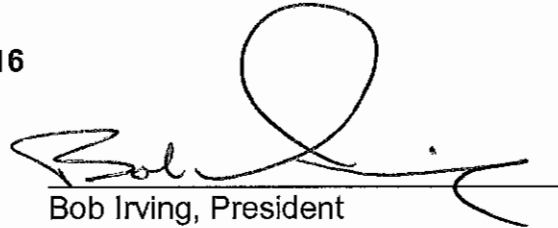
RR3 North Drive, Summerside RR#2, C1N 4J8  
3 Davison St., Kensington, PEI C0B 1M0  
**5 Davison St., Kensington, PEI C0B 1M0**  
**16 Augustine Street, Miscouche, PEI C0B 1T0**

Signed on behalf of the parties at Summerside, P.E.I.

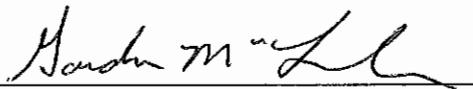
this 3RD day of MARCH, 2016



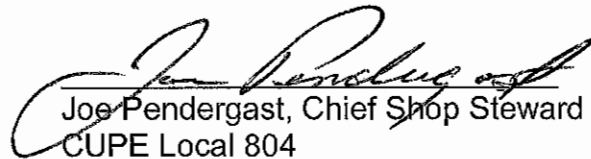
Bill Martin, Mayor  
City of Summerside



Bob Irving, President  
CUPE Local 804



Gordon MacFarlane  
Director of Human Resources  
& Legal Affairs  
City of Summerside



Joe Pendergast, Chief Shop Steward  
CUPE Local 804

## LETTER OF AGREEMENT - RE QUALIFICATION REQUIREMENTS

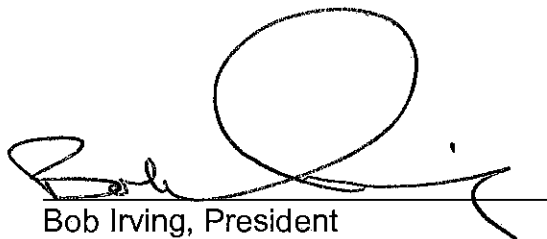
The City of Summerside and CUPE Local 804 agree that the requirements for the Atlantic Water and Wastewater Certification Program, the Class 3A Driver's License, Grade 12, and the Civil Technology Course does not apply to the employees currently holding the position where these qualifications are specified at the date of the signing of this agreement, unless the requirements become mandatory by law.

The City of Summerside and CUPE Local 804 further agree that if the Atlantic Water and Wastewater Certification Program and the Class 3A Driver's License becomes a requirement by law; the City of Summerside will pay all training costs associated with acquiring these certifications/license; and, further agree that should any existing city employee fail to acquire the certification/license, he/she shall suffer no loss of employment as a result.

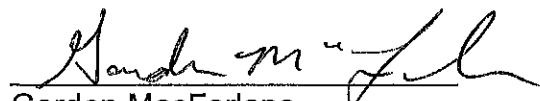
Signed on behalf of the parties at Summerside, P.E.I. this 3RD day of MARCH  
2016



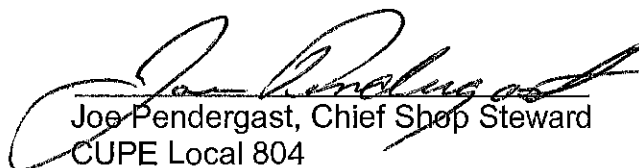
Bill Martin, Mayor  
City of Summerside



Bob Irving, President  
CUPE Local 804



Gordon MacFarlane  
Director of Human Resources  
& Legal Affairs  
City of Summerside

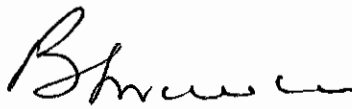


Joe Pendergast, Chief Shop Steward  
CUPE Local 804

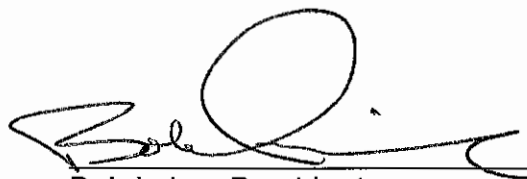
# LETTER OF AGREEMENT

The Parties recognize that the Labour Management Committee under Article 9 has not been fully active. As a result the Parties agree that within one hundred twenty (120) days of the signing of this Collective Agreement they will undertake to re-activate the Labour Management Committee to assist the Parties with their day to day workplace issues as intended by Article 9.

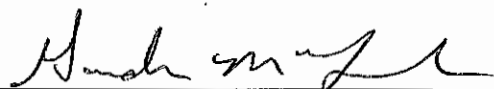
Signed on behalf of the parties at Summerside, P.E.I. this 3RD day of MARCH  
2016



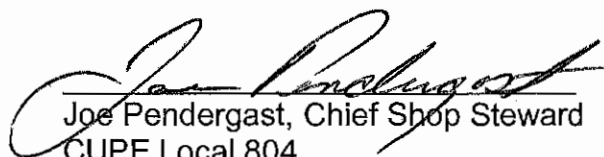
Bill Martin, Mayor  
City of Summerside



Bob Irving, President  
CUPE Local 804



Gordon MacFarlane  
Director of Human Resources  
& Legal Affairs  
City of Summerside



Joe Pendergast, Chief Shop Steward  
CUPE Local 804

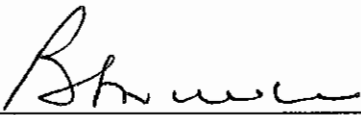
SIGNATURE PAGE

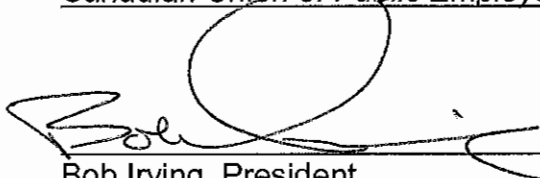
Dated at the City of Summerside, P.E.I. this 3rd day of MARCH  
2016


Signed, sealed and delivered:

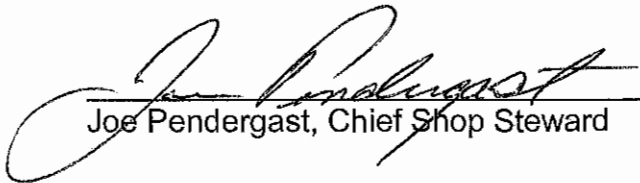
The City of Summerside

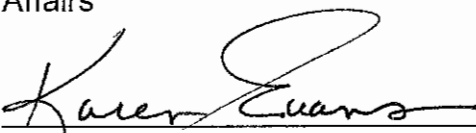
Local Union No. 804 -  
Canadian Union of Public Employees

  
\_\_\_\_\_  
Bill Martin, Mayor

  
\_\_\_\_\_  
Bob Irving, President  
CUPE Local 804

  
\_\_\_\_\_  
Gordon MacFarlane  
Director of Human Resources & Legal  
Affairs

  
\_\_\_\_\_  
Joe Pendergast, Chief Shop Steward

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness