

COLLECTIVE AGREEMENT

Between

THE CITY OF CHARLOTTETOWN

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local Union Number 830

CHARLOTTETOWN, PRINCE EDWARD ISLAND

FOR THE PERIOD JANUARY 1, 2019 – December 31, 2022

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This Agreement made this 21st day of January, 2021 ~~December, 2020~~

BETWEEN

Local Union No. 830 of the
Canadian Union of Public Employees

Charlottetown, P.E.I.

(herein after the "Union")

AND

THE CITY OF CHARLOTTETOWN

(hereinafter the "Employer")

DEFINITIONS AND INTERPRETATIONS

- 1) The Casual Employee is one who is employed from time to time for temporary purposes but has not completed six (6) months work for the Employer in any one calendar year January 1st to December 31st. Casual employees cannot perform the jobs described in the attached Appendix "B". Subject to Article 3.04, a casual employee shall not displace a permanent, part time or seasonal employee, unless otherwise mutually agreed upon by the parties.

A casual employee shall not derive benefits from this agreement unless otherwise mutually agreed upon by the parties.

- 2) A Seasonal Employee, when used in this Agreement shall mean a person engaged in seasonal employment who has no guaranteed period of employment. Such an employee is eligible to join the Health and Dental Plan. Where the Employer has the resources and work available to recall a seasonal employee in any given year and the Employer does call the seasonal employee back, the seasonal will be given a minimum of 16 weeks work.
- 3) A Part Time Employee, when used in this Agreement shall mean a person engaged in part time employment who has completed six (6) months work for the Employer in any one calendar year January 1st to December 31st and who is willing to be employed a minimum of twenty (20) aggregate weeks every calendar year thereafter. Such an employee is eligible to join the Health and Dental Plan. The present positions of part time employees when vacated shall be filled in accordance with the Collective Agreement.
- 4) A Permanent Employee is one who is a full-time employee of the Employer in the bargaining unit covered by this Agreement, who has completed the probationary period and has been appointed to permanent status by the Employer. Such an employee is eligible to join the Group Insurance Benefit Plan and also the Employer's pension plan.

Any Part Time Employee employed for a period of fifty-two (52) consecutive weeks without a break in service shall become a permanent employee and be granted permanent status by the Employer. The Employer shall not lay off such an employee for the simple purpose of breaking the continuity of service.

- 5) Probationary Employee means a part time, seasonal or permanent employee who has not completed the probationary period of six (6) months as per Article 13.03 of this Agreement.

ARTICLE 1 - PREAMBLE

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

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

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 830 as the sole and exclusive collective bargaining agent for all of its employees, save and except those employees excluded by law as per the Labour Act (R.S.P.E.I., Cap. L-1) and in particular the following positions: Manager – Water and Sewer Utility, Assistant Manager – Water and Sewer Utility, Engineer – Water and Sewer Utility, Utility Projects Officer, Superintendent – Water and Sewer Utility, Works Field Supervisor – Water and Sewer Utility and Casual Employees, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties. Supervisory staff may perform bargaining unit work for the purpose of instruction, demonstration and training.

3.03 Seasonal and Part Time Employee Benefit Entitlement

Seasonal employees shall derive all of the benefits of this Agreement, save and except as follows: Pension and Group Life, retirement pay, severance or retirement allowance, long term disability. When a seasonal employee is appointed by the Employer to perform the work of an absent permanent or part time employee, the seasonal employee shall receive the rate of pay for the classification, but no other additional benefits of this Agreement.

Part Time employees shall derive all benefits of the Agreement save and except as follows: Pension Plan and Group Life, retirement pay, severance or retirement allowance, Long Term Disability.

3.04 Use of Part Time and Seasonal Employees and Casual

The parties agree that the employment of part time, seasonal and casual employees will be governed by the following:

- (a) The number of part time employees working at any one time cannot exceed three less than the total number of permanent employees working.
- (b) Except in the event of a vacant part time position being filled pursuant to Article 14:

- I Seasonal employees cannot work until all qualified part time employees are working; and
 - II The number of seasonal employees working cannot exceed the number of part time employees working.
- (c) When the number of seasonal employees working equals the number of part time employees working, the Employer can employ a maximum of three casual employees at any one time. At the Employer's discretion, one of the three casual employees may work in a clerical position and a maximum of two casual employees may be employed in outside positions, or all three casual employees may be employed in outside positions.
 - (d) Seasonal employees shall not be laid off while casual employees are still at work.
 - (e) Part time employees shall not be laid off while seasonal and casual employees are still at work.

3.05 Clerical Support

- (a) Notwithstanding 3.04, during the period January 1 to May 31st, the Employer shall have the right to a maximum of eight (8) cumulative weeks of clerical support service.

To cover the eight (8) week clerical support the Employer will offer the work to qualified part time or seasonal employees in order of seniority (i.e., part time first, then seasonal). If there are no qualified part time or seasonal employees, the Employer will have the right to use a casual employee for this work in that calendar year.

The Employer will establish written qualifications for the clerical work.

The parties also agree if this seasonal clerical work is done by a casual for more than eight (8) cumulative weeks, the casual employee will automatically become seasonal.

- (b) Notwithstanding 3.04 and 3.05(a) above, the Employer shall have the right to clerical support to backfill for employees absent due to vacation, sickness or other leave for a maximum of up to one year for any particular employee's leave.

To cover the period of vacation, sickness or other leave for which clerical support is needed in this paragraph, the Employer will offer the work to qualified part time or seasonal employees in order of seniority (i.e. part time first, then seasonal). If there are no qualified part time or seasonal employees available at the time the temporary work is available the Employer will have the right to use a casual employee for this work. Should a qualified part time or seasonal employee

become available and willing to perform this temporary clerical work during the period of sickness, vacation or other leave for which a casual was hired then the senior qualified part time or seasonal employee (i.e. part time first, then seasonal) shall be permitted to complete the temporary assignment. The Employer will establish written qualifications for the clerical work.

The parties also agree if a casual does this clerical work for more than eight cumulative weeks, the casual employee will not automatically become seasonal.

The parties further agree that if a part time or seasonal employee does this clerical work and as a result such part time or seasonal employee works more than twelve (12) consecutive months or completes six months work for the Employer in any calendar year respectively, such part time or seasonal employee will not automatically become either a full time or part time employee whichever the case might otherwise be.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-off Payments

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

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union once a month, accompanied by a list of names and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

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

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A 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.

8.02 Function of Committee

The Committee shall concern itself with the following general matters:

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

(5) Correcting conditions causing grievances and misunderstandings.

8.03 Meeting of Committee

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

8.04 Chairperson of the Meeting

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

8.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

8.06 Jurisdiction of Committee

The Committee 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 only have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representative

The Employer shall only bargain with the official Bargaining Committee of the Union, and shall only enter into any agreement with Local 830 Canadian Union of Public Employees.

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

9.02 Bargaining Committee

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

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

9.03 Function of the Bargaining Committee

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

9.04 Representative of Canadian Union and Employer Advisor

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

The Employer shall have the right to a consultant or advisors (which would include the Manager of Human Resources for the City) at any time when dealing or negotiating with the Union.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement; however, such a meeting must be held not later than six (6) calendar days after the request has been given. In the event that these Committee meetings shall take place during working hours any employees who are members of the Bargaining Committee shall not suffer any loss of pay for time spent attending such meetings.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

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

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

10.02 Definition of a Grievance

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

10.03 Settling of Grievances

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

Step 1

The aggrieved employee(s) will submit the grievance to his Steward or his Grievance Committee.

Step 2

Within fifteen (15) working days of the alleged violation, if the Steward and/or the Grievance Committee consider the grievance to be justified he will first seek to settle the dispute with the Superintendent of Operations who shall render his decision within three (3) days.

Step 3

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance through the Utilities Manager to the Employer, who will hold a hearing within ten (10) days of receipt of the grievance and who shall render a decision within five (5) days of hearing.

Step 4

Failing satisfactory settlement being reached in Step 3, the grievance may be referred to arbitration.

10.04 Union and the Employer May Institute Grievance

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

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

10.05 Failure to Act Within Time Limits

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

10.06 Policy Grievance

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

10.07 Replies in Writing

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

10.08 Facilities for Grievances

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

10.09 Access to Premises

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

10.10 Permission to Leave Work

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

10.11 Permission for Union Officer to Leave Work

Any Union officer desiring to leave his duties during working hours for Union business shall channel his request through the Manager or designate who will set the time and duration of the absence. Although such leave will be at the discretion of the Superintendent, permission will not be withheld unreasonably.

ARTICLE 11 - ARBITRATION

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

11.02 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within twenty-one (21) days from the time the chairperson is appointed.

11.03 Powers of the Board

The Board of Arbitration shall not have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.04 Clarification of Decision

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

11.05 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints.
- (2) One-half of the fees and expenses of the chairperson.

11.06 Amending of Time Limits

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

11.07 Witnesses

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

11.08 Technical Objections to Grievance

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

ARTICLE 12 - RETIREMENT PAY

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

- (1) A lump sum payment of one-half (1/2) of an employee's accumulated unused sick leave days, up to a maximum payment of seventy-five (75) days. At the discretion of the employee, the above payment may be held over to the following taxation year.
- (2) Permanent employees who have had at least ten (10) years and not more than fifteen (15) years of continuous full-time service with the Employer, payment of an amount equivalent to three (3) months' salary.
- (3) For each additional five (5) year period or portion thereof, of continuous full-time service with the Employer, payment of an amount equal to one (1) month's salary to a maximum retirement benefit of six (6) months.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

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

13.02 Seniority List

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

13.03 Probation Period

- (a) With the exception of new hires into the Foreman, Water & Sewer Pumping Station Maintenance Worker, Technician I and Technician II classifications under paragraph 13.03 (b), a newly hired employee shall be on probation for the first six (6) cumulative months (ie. 1040 cumulative hours) of the employee's seasonal, part time or permanent employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

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

- (b) A newly hired employee for the positions of Foreman, Water & Sewer Pumping Station Maintenance Worker, Technician I and Technician II classifications shall be on probation for the first nine (9) cumulative months (ie. 1560 cumulative hours) of the employee's part time or permanent employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

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

- (c) A part time or seasonal employee who has successfully completed the probationary period and who is appointed to a part time or permanent position shall be deemed to have completed the probationary period.

Should the new employee's work be unsatisfactory to the Employer during the probation period the Employer may terminate the employment.

13.04 Loss of Seniority

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

An employee shall only lose the employee's seniority in the event:

- (1) The employee is discharged for just cause and not re-instated.
- (2) The employee resigns in writing and does not withdraw within two (2) days.
- (3) The employee is laid off and fails to return to work within ten (10) working days after being sent notice 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.

13.05 Transfer and Seniority Outside Bargaining Unit

No employee may be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to a position in the bargaining unit during his trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a new position is created, or when a vacancy occurs, for any position covered by this Agreement, the Employer should immediately post notice of the position on the Employer's bulletin boards in all departments covered by this Agreement for at least ten (10) calendar days before being filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union.

14.02 Information in Postings

Such notice shall contain the following information: Nature of Position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

14.03 No Outside Advertising

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

14.04 Role of Seniority in Promotions or Transfers

Both parties recognize:

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

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

14.05 Trial Period

The successful applicant shall be placed on trial for a period of four (4) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months.

14.06 Promotions Requiring Higher Qualifications

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

14.07 Notification to Employee and Union

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

14.08 Training Courses

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

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

This bulletin shall, when possible, be posted for a period of one week on bulletin boards in all departments to afford all interested employees an opportunity to apply for such

training. When it is not possible to post notice for five working days, the Employer will ascertain that each employee is made aware of the course before a selection is made.

Selection shall be on the basis of:

- (1) Need to know because of the employee's job position, to be determined by the Employer, or
- (2) When this does not apply, the selection will be senior qualified applicant who has not already taken the course.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Definition of a Lay-off

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

15.02 Role of Seniority in Lay-offs

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

15.03 Recall Procedure

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

15.04 No New Employees

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

15.05 Advance Notice of Lay-off

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

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

15.06 Grievances on Lay-offs and Recalls

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

15.07 Recall During Lay-off

Laid off employees recalled during the winter months, December to April inclusive, for a temporary period of time less than 10 continuous working days, shall not require advance notice of layoff as stipulated in Article 15.05.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of work shall be eight (8) hours in any one day and forty (40) hours in any one week.

16.02 (1) Hours for Utility Field Staff, including Technicians and Operations Clerks

The normal working day for all field staff, including Technicians and Operations Clerks, shall be eight consecutive working hours of 8:00 a.m. – 4:00 p.m., Monday through Friday. Staff will be permitted to eat lunch while working, without loss of pay.

Summer hours for field staff, including Technicians and Operations Clerks **(excluding Operations Clerks at City Hall)** shall be eight consecutive working hours of 7:30 a.m. – 3:30 p.m., Monday through Friday. Staff will be permitted to eat lunch while working, without loss of pay.

Summer hours for field staff, including Technicians and Operations Clerks **(excluding Operations Clerks at City Hall)** shall begin the first Monday in June and end the last Friday in September, unless otherwise determined by the Employer.

For the months of May and October, by mutual agreement between employees and the Utilities Manager, hours of work shall be any eight consecutive hours between 7:00 a.m. – 5:00 p.m.

(2) Hours for City Hall Utility Finance Staff

City Hall Utility Clerical and Finance Staff shall work the same hours of work as the City Hall hours of work, both summer and winter.

(3) Where circumstances require, the Employer reserves the right to vary the normal working day for all or any employees to include any consecutive eight (8) hour period other than specified elsewhere in this Article.

16.03 Standby Provisions

- (1) Duty Person for the purpose of this Agreement shall be defined as an employee who is required to be available for work for a designated period of one week commencing Friday at 8 a.m. to the following Friday at 8 a.m.
- (2) The designated duty person shall **have access to a duty cell phone and shall at all times be available by cell phone** for the purpose of call back pursuant to Article 17.
- (3) The designated duty person shall be paid in addition to the employee's regular pay a daily sum as per Appendix "A" for each twenty four (24) hour period.
- (4) Each twenty-four (24) hour period for which an employee is the designated duty person includes regular hours of work as set out in Article 16.01 of this Agreement.
- (5) The Union shall be responsible at all times to have five (5) duty persons available that are acceptable to the Superintendent.
- (6) "Duty person" duties shall be equally divided among the qualified employees.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

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

17.02 (1) Remote/Call Back Pay

The Duty Person shall receive notification when the Supervisory Control and Data Acquisition (SCADA) remote access system generates a red alarm outside the Duty Person's regular working hours (i.e. when there is a break between the employee's regularly scheduled hours and the notification). Payment shall be as follows:

- a. **If the alarm is resolved remotely by a Station Operator, both the Duty Person and the Station Operator shall receive overtime pay at the applicable rate for a minimum of one and one half (1.5) hours.**
- b. **If the duty person is a Station Operator, and the Station Operator resolves the issue remotely the Station Operator shall receive overtime pay at the applicable rate for a minimum of one and one half (1.5) hours.**

- c. If the issue cannot be resolved remotely, employees who report for work shall be paid in accordance with Article 17.02 (2).

Additional calls received during the one and one-half hour period shall not result in an additional call back payment.

The overtime rate shall be time and one half (1.5) the employee's regular rate of pay Monday to Friday inclusive, and double time (2) the employee's regular rate of pay on Saturday and Sunday.

(2) Call Back Pay

An employee called in to work outside his regular working hours shall be paid a minimum three (3) hours at time and one-half (1 1/2) from Monday to Fridays inclusive, and three (3) hours at double time (2) on Saturday and Sunday inclusive, whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do.

When an employee has completed the assigned work for which he was called, he may return back home. It is further agreed, however, that any repeat callouts for the same reason within the three (3) hour period shall be considered an extension of the first callout for pay purposes. Callouts for a different cause with no direct link will be deemed separate callouts even if they occur within the three (3) hour period.

17.03 Overtime Rate

Overtime work before and after the regular daily hours or the regular weekly hours shall be paid for at the rate of time and one-half (1 1/2) the prorata or hourly rate.

Overtime on Saturdays, Sundays, holidays period or any other scheduled day off shall be paid at the rate of double the prorata or hourly rate.

17.04 Payment for or Supply of Meals

An employee required to work more than four (4) hours overtime shall be provided with a meal to a maximum cost of \$7.00 by the Employer. The Employer shall allow one (1) half-hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional three (3) hours of overtime.

17.05 No Lay-off to Compensate for Overtime

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

- b) An employee has the right to bank overtime for payout twice a year, in a separate cheque.

Payout of unused banked overtime shall be paid out the last pay period of November. Employees shall also be entitled to one discretionary payout in the calendar year to be paid in the pay period following the request for discretionary payout.

Between the last pay period of November and the 31st of December, any overtime will be paid out, in the normal pay process, as it is earned.

Overtime can only be accumulated to take time off to a maximum of ninety-six (96) hours in one (1) year. There shall be no limitation on the amount of time banked. Employees wishing to take banked overtime off shall provide the Employer with one (1) week prior written notice. Taking banked overtime shall be subject to approval by the Department Head or Designate.

17.06 Sharing of Overtime

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

- 17.07 Where an employee has worked sixteen (16) consecutive hours (or more than 16 consecutive hours if by mutual agreement between the Employer and the Employee), the employee shall be required to take at least an eight (8) hour rest period. If any or all of the eight (8) hour rest period falls within the employee's normal working day, the employee shall not be required to report for work until the end of the eight (8) hour rest period. During the eight (8) hour rest period, the employee shall suffer no loss of pay or benefits for any time not worked during the normal working day. For Clarity, working beyond sixteen (16) consecutive hours can only occur by mutual agreement between the Employer and the Employee.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

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

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

Canada Day
Islander Day

Boxing Day

Over and above the aforementioned holidays each employee shall be entitled to a floating holiday in lieu of Gold Cup and Saucer Day; such day to be subject to the Employer's approval.

It is also agreed that Natal Day, if not proclaimed, will be taken as a floating holiday.

18.02 Pay for Time Worked

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

18.03 Holiday During Vacation Period

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

18.04 Holiday Falling on Saturday or Sunday

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

ARTICLE 19 - VACATIONS

19.01 Length of Vacation

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

One (1) to eight (8) years completed service – 15 working days;

Over eight (8) to eighteen (18) years completed service – 20 working days;

Over eighteen (18) years to twenty-seven (27) years completed service – 25 working days;

Over twenty-seven (27) years completed service – 30 working days.

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 May 31st of the following year.

(b) Part Time and Seasonal Employees shall receive vacation pay at the rate of six (6) % of their regular pay, to be included in the employee's regular pay.

19.02 Vacation Pay on Termination

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

19.03 An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

19.04 Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. Upon mutual agreement between the employee and the Employer, the period of vacation so displaced shall either be added to the vacation period or re-instated for use at a later date. While on vacation, if sick leave is to be used, the employee will notify their supervisor on the day they intend to use the sick leave. An employee may be required to produce a certificate from a medical practitioner for any sick leave used during vacation in excess of three (3) consecutive vacation days in one vacation leave period.

19.05 Vacation shall be noncumulative and no employee shall be paid in lieu of vacation.

19.06 The Employer reserves the right to arrange vacation periods — the more notice given, the easier it is to arrange.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

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

20.02 Amount of Paid Sick Leave

(a) Sick leave shall be earned by permanent or part time employees on the basis of one and one-half (1.5) days for every month of service. An employee shall be entitled to an

accrual of all the unused portion of sick leave for future sick leave use to a maximum of three hundred (300) days. For any period of illness an employee may use up to a maximum of ninety (90) accrued sick leave days, at which time if the employee's illness continues the employee must transfer to the Employer's Long Term Disability benefit, if eligible.

- (b) A seasonal employee shall earn sick leave on the basis of one eight (8) hour day for every one-hundred and sixty (160) hours worked. Sick leave shall be earned on a calendar year basis and unused sick leave shall not be carried over from one calendar year to the next.

20.03 Deductions from Sick Leave

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

20.04 Retention of Position

An employee on sick leave, who has not qualified for LTD, shall maintain the right to return to the same position they occupied prior to commencing sick leave until such time as their sick leave has expired or 365 calendar days have been exhausted, whichever is greater, unless otherwise mutually agreed between the parties.

20.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days. In cases of an established pattern of sickness the Employer reserves the right to request a medical certificate for any sickness.

20.06 Sick Leave Records

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

20.07 Severance or Retirement Allowance

A permanent employee having accrued sick leave to the employee's credit shall, on retirement or severance, get one half ($\frac{1}{2}$) of the amount accrued to his credit to the limit as defined under Article 12.01 (1). In the event of the death of an employee having accrued such leave to his credit, his estate will be paid the amount of the employee's credit.

20.08 Sick Leave During Leave of Absence

When an employee is given leave of absence for Workers Compensation, or work related disability; maternity/parental/adoption leave; or any other reason under Articles 21.01 to

21.08 inclusive, the employee shall receive sick leave credits for up to a three (3) year period of such absence, on the employee's return to work. The parties agree that Ronnie Munn and Darlene Trainor, currently employees who are absent from work on Long Term Disability, shall be exempt from the three (3) year cap for receipt of sick leave credits, in the event either returns to work from their current Long Term Disability absence. 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.

20.09 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of his family (as defined in Article 21.03), an employee shall be entitled, after notifying his supervisor, to use a maximum of ~~ten~~ (10) accumulated sick leave days in any calendar year for the purpose.

20.10 Abuse of Sick Leave

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

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Negotiation Pay Provisions

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

21.02 Grievance and Arbitration Pay Provisions

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

21.03 Bereavement Leave

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, ward, fiancée, or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common law. Where burial occurs outside the province such leave shall also include reasonable travelling time. Total leave in this case is not to exceed five (5) days. If extra travel time is required the employee may make application for the extra time and such extra time will not be unreasonably withheld.

21.04 Time Off for Elections

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

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

In case of Provincial elections this time shall be three hours. Employees requiring time off to vote in a municipal election may obtain the same three hours privilege by notifying the employee's Superintendent.

21.05 Pallbearer Leave

An Employee shall be granted one (1) days leave on the day of the funeral without loss of salary or benefits to attend the funeral as a pallbearer. Honorary Pallbearer's shall be entitled to one-half (1/2) day's leave on the day of the funeral without loss of salary or benefits to attend the funeral.

21.06 Leave of Absence for Union Functions

Upon request to the Employer, and subject to operational considerations, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. The maximum number of leave with pay and benefit days available under this section for all employees is a cumulative amount of fifteen (15) days in a calendar year.

21.07 Paid Jury or Court Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payments received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.

21.08 Maternity/Adoption/Parental Leave

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

21.09 General Leave

Leave of absence for up to twelve (12) months at any one time, without pay and without loss of seniority may be granted to an employee upon application to the Employer. Benefits accrued to date of commencement of leave shall remain to the employee's credit but the employee shall not accumulate any additional vacation and sick leave credits during the period of leave. This leave shall not be unreasonably withheld. Employees are not eligible for this leave for the purpose of taking another position within City Management.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

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

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

Such an employee shall receive the rate of pay and benefits for that position for the time that the employee performs that job provided the employee has had forty (40) hours of related training approved by the Superintendent. Remuneration would commence at the lower pay classification as per Appendix "A". Progression through the classifications is based on 2,080 hours equivalent to one (1) year's service.

After temporary assignment in a higher classification for 366 calendar days continuous employment, an employee shall be reclassified into that permanent position. If the temporary assignment is for the purpose of replacing an employee on Workers Compensation or long term disability (LTD) that employee will not be reclassified into that permanent position until he or she has worked 731 calendar days continuous employment in that position.

If the temporary assignment is for the purpose of replacing an employee on sick leave, who has not qualified for LTD that employee will not be reclassified into that permanent position until the employee they are replacing has exhausted their sick leave or has been on sick leave for 365 calendar days, whichever is greater, unless otherwise mutually agreed between the parties.

The leaves covered by this Article are not intended to be cumulative.

22.03 Pay on Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced. Where the employee is permanently assigned to a position having a lower rate of pay, the employee shall continue to receive pay at the employee's rate of

pay in effect at the time of the assignment until such time as the maximum rate of pay for the new position exceeds the employee's rate of pay in effect at the time of the assignment.

ARTICLE 23 - EMPLOYMENT BENEFIT PLANS

23.01 Pension Plan

In addition to the Canada Pension Plan every eligible permanent employee shall join the corporate Pension Plan provided for by legislation. The Employer and the employee shall make contributions in accordance with the provisions of the plan.

23.02 Health & Dental Insurance Plan

The Employer shall pay half the cost of the Health & Dental Insurance for all employees and their dependents.

23.03 Group Life Insurance Plan

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

23.04 Employee Benefit Plan Disclosure

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

23.05 Worker's Compensation Paid Supplement

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

23.06 Service Pay

- (a) Service pay shall be paid to all eligible employees according to the following schedule:
 - \$200.00 per year after three (3) years' service
 - \$250.00 per year after five (5) years' service
 - \$300.00 per year after ten (10) years' service
 - \$350.00 per year after twenty (20) years' service
- (b) Part Time and Seasonal Employees will receive service pay based on total month's service in accordance with Article 23.06 (a).
- (c) Service pay shall be paid to employees on the last pay in November.

ARTICLE 24 - JOB SECURITY

24.01 Restrictions on Contracting-Out

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

24.02 Job Descriptions

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

It is understood that the certification requirements contained in the job descriptions attached to the Agreement effective January 1, 2007 will not become a term or condition of continued employment for the existing employees in their classifications.

24.03 No Elimination of Present Classifications

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

24.04 New Position or Change in Classification

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

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

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that employees will have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees.

25.02 Continuation of Acquired Rights

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

25.03 Amalgamation, Regionalization and Merger Protection

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

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

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

25.04 Plural or Feminine Terms May Apply

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

25.05 Retroactivity

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

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

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

26.02 Changes in Agreement

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

26.03 Notice of Changes

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

26.04 Cost of Living Differential

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

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

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

	Eg. 1	Eg. 2
#1. Salary increase:	2%	2%

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

ARTICLE 27 - DISCHARGE AND DISCIPLINE

27.01 Discharge and Discipline

1. No employee shall be disciplined or discharged without just cause.
2. An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action. The employee shall be accompanied by the Shop Steward who shall be advised in advance by Management of the time and place of meeting.
3. Verbal warnings will not be considered part of the disciplinary procedure. When an offense (other than discharge for just cause) is found to be serious enough to warrant a written warning, this warning shall be issued in triplicate with one copy going to the employee one to the Union, and one being retained by the Management. Repetition of the offense for which a written warning has been issued may render the employee liable to suspension.

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

4. Any reply by the employee to the warning or suspension shall become part of the employee's record. The record of any disciplinary action shall not be referred to or used against him at any time after 24 months following such action.
5. Demotion shall not be used as a disciplinary action.

ARTICLE 28 - SAFETY AND HEALTH

- 28.01 COÖPERATION ON SAFETY – In conjunction with the PEI Occupational Health and Safety Act the Employer and the Union shall cooperate in following and improving

procedures as well as ensuring proper equipment and training is provided which will afford protection to employees in the performance of their duties.

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

28.02 Safety and Health Records, Reports and Data

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

28.03 Clothing

The Employer shall supply the non-clerical employees the following clothing to be replaced as required:

1 pair of steel toe rubber boots

1 complete rubber suit

1 pair of Employer approved CSA approved safety boots – Alternatively, should the employee prefer to purchase their own CSA approved safety boots, the Employer shall provide a receipted reimbursement for the safety boots to a maximum of **two hundred and fifty dollars (\$250.00)**

28.04 First Aid Kits

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

28.05 Time Off for Health and Safety Training

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

28.06 Hepatitis "A" Immunization

The Employer agrees to pay the full cost of Hepatitis "A" and "B" and any other recommended immunization for employees who are at risk due to the nature of their duties as sewage workers **as advised by the Chief Public Health Officer of Health PEI. Original receipts will be required for reimbursement.**


ARTICLE 29 - CROSSING PICKET LINES

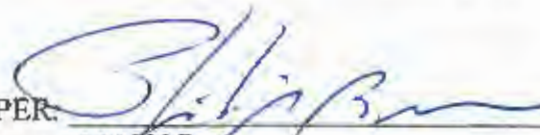
29.01 Crossing Picket Lines

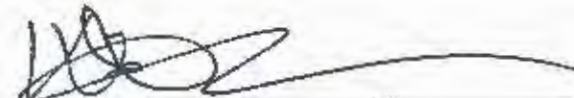
Any employee shall not be expected to cross a picket line except in an emergency situation.

SIGNED SEALED AND DELIVERED
in the presence of:

CITY OF CHARLOTTETOWN


Witness

PER: 
MAYOR


Witness

PER: 
CHIEF ADMINISTRATIVE OFFICER

SIGNED SEALED AND DELIVERED
in the presence of:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 830


Witness

PER: 
PRESIDENT LOCAL 830


Witness

PER: 
SECRETARY LOCAL 830

APPENDIX "A"

	2.00%	2.00%	2.00%	2.00%	2.00%
	Jan-18	Jan-19	Jan-20	Jan-21	Jan-22
Foremen	\$29.71	\$30.31	\$30.92	\$31.54	\$32.18
Meter Repairman/Service Man					
Class 1 - 3 years service	\$28.06	\$28.63	\$29.21	\$29.80	\$30.40
Class 2 - 2 years service	\$26.57	\$27.11	\$27.66	\$28.22	\$28.79
Class 3 - first year	\$25.09	\$25.60	\$26.12	\$26.65	\$27.19
Maintenance and Construction Worker					
Class 1 - 3 years service	\$27.11	\$27.66	\$28.22	\$28.79	\$29.37
Class 2 - 2 years service	\$25.62	\$26.14	\$26.67	\$27.21	\$27.76
Class 3 - first year	\$24.18	\$24.67	\$25.17	\$25.68	\$26.20
Water and Sewer Pumping Station Maintenance Worker					
Class 1 - 3 years service	\$28.56	\$29.14	\$29.73	\$30.33	\$30.94
Class 2 - 2 years service	\$26.89	\$27.43	\$27.98	\$28.54	\$29.12
Class 3 - first year	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48
Backhoe Operator					
Class 1 - 3 years service	\$27.57	\$28.13	\$28.70	\$29.28	\$29.87
Class 2 - 2 years service	\$26.11	\$26.64	\$27.18	\$27.73	\$28.29
Class 3 - first year	\$24.63	\$25.13	\$25.64	\$26.16	\$26.69
Technician I					
Class 1 - 3 years service	\$28.56	\$29.14	\$29.73	\$30.33	\$30.94
Class 2 - 2 years service	\$26.89	\$27.43	\$27.98	\$28.54	\$29.12
Class 3 - first year	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48
Technician II					
Class 1 - 3 years service	\$28.56	\$29.14	\$29.73	\$30.33	\$30.94
Class 2 - 2 years service	\$26.89	\$27.43	\$27.98	\$28.54	\$29.12
Class 3 - first year	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48
GIS Technician					
Class 1 - 3 years service	\$28.56	\$29.14	\$29.73	\$30.33	\$30.94

Class 2 - 2 years service	\$26.89	\$27.43	\$27.98	\$28.54	\$29.12
Class 3 - first year	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48
Water & Sewer Station Maintenance Assistant					
Class 1 - 3 years service	\$27.84	\$28.40	\$28.97	\$29.55	\$30.15
Class 2 - 2 years service	\$26.25	\$26.78	\$27.32	\$27.87	\$28.43
Class 3 - first year	\$24.78	\$25.28	\$25.79	\$26.31	\$26.84
Operations Clerk					
Class 1 - 3 years service	\$23.24	\$24.32	\$25.42	\$26.54	\$27.68
Class 2 - 2 years service	\$21.92	\$22.98	\$24.05	\$25.14	\$26.25
Class 3 - first year	\$20.50	\$21.52	\$22.56	\$23.63	\$24.71
		Clerical Wage ADDITIONAL increase \$2.40/hr (\$0.60/year for 4 years)			
Operations Clerk II					
	\$25.31	\$26.33	\$27.40	\$28.50	\$29.89
		Ops Clerk II ADDITIONAL increase 9% (2%, 2%, 2%, 2.8%)			
Accounting Operations Clerk					
Accounts Receivable Computer Clerk					
Clerical Computer Operator					
Class 1 - 3 years service	\$23.24	\$24.32	\$25.42	\$26.54	\$27.68
Class 2 - 2 years service	\$21.92	\$22.97	\$24.04	\$25.13	\$26.25
Class 3 - first year	\$20.50	\$21.52	\$22.56	\$23.63	\$24.71
		Clerical Wage ADDITIONAL increase \$2.40/hr (\$0.60/year for 4 years)			
Part Time Employee	\$22.37	\$22.82	\$23.28	\$23.75	\$24.23
Seasonal Employee	\$16.65	\$16.99	\$17.33	\$17.68	\$18.04
Pager Pay Article 16:03 per day	\$36.21	\$36.94	\$37.68	\$38.44	\$39.21

APPENDIX "B"

A casual employee will not perform the following duties, unless mutually agreed between the parties:

1. Hydrant Flushing & Maintenance
2. Valve Exercising
3. Physically Connecting to System Mains & Laterals
4. Installation of Water & Sewer Pipe & Fittings
5. Responding to Customer Complaints
6. Turning on & off Water Services
7. Operating Sewer Flusher
8. Operating Air Compressor
9. Operating Heavy Equipment
10. Operating Sewer Video Equipment
11. Operating Gas Detectors
12. Operating Water & Sewer Stations
13. Reading Water Meters
14. Inspecting New Water & Sewer Construction/Installations
15. Detecting System Leaks
16. Locating Water & Sewer, Mains & Services
17. Laying out Utility work
18. Supervising
19. Jack Hammering
20. Manhole Maintenance
21. Compacting soil – tampering work
22. Topsoil and landscaping work, except when working with a CUPE, Local 830 part time employee
23. Reinstating asphalt, except when working with a CUPE, Local 830 foreman employee
24. Painting except when working with a CUPE, Local 830 employee. Hydrant painting is permitted by a Casual employee at any time without working with a CUPE Local 830 employee.
25. Confined Space Work
26. Traffic Control Set up
27. Smoke Testing Sewer Mains

APPENDIX "C"

Contracting Out

1. The Employer and the Union agree that "repairs and maintenance" of the Utility water & sewer system is the work of the bargaining unit, except for components of the Utility water & sewer system while under warranty are the responsibility of the contractor, which for purposes of clarification is defined as follows:

Maintenance is the day to day work required to keep the Utility water & sewer systems operating in an efficient manner in accordance with the design requirements.

Repair is the day to day work required, as the result of the damage to or failure of the utility water and sewer system, to restore the system back to working condition.

2. The Union and the Employer agree that work which falls within the parameters listed below is maintenance and repair work:

Parameters

- a. Pipe Length 20 meters or less (**60 meters or less for service laterals**)
 - b. Length of Time for Construction Five days or less
 - c. Equipment Required Utility Equipment normally used
(owned/rental with or without operator)
3. (i) The Union and Employer recognize ongoing maintenance work to Utility water & sewer service laterals relating to repairs, replacements, upgrades, abandonments, rehabilitations, and interconnections of laterals to the existing Utility water and sewer mains, is the work of the Bargaining Unit and will not be contracted out unless mutually agreed.
 - (ii) The Union and Employer recognize interconnections of new mains to existing water and sewer mains is the work of the Bargaining Unit and will not be contracted out unless mutually agreed. **Technological change will not result in the contracting out of this work unless mutually agreed.**
 4. Notwithstanding paragraph 3 above, the Union and Employer agree that Utility water & sewer service laterals that require replacement at the time of replacing or rehabilitating an existing watermain and/or sewer main, is not work of the Bargaining Unit.
 5. It is understood that if at any time the Employer chooses to use Bargaining Unit employees to do work which it could have contracted out, the work done does not become work of the Bargaining Unit at any future time.

6. The Union and the Employer agree that maintenance and repair work projects at different locations including manholes, gate valves / boxes, hydrants, water services, water meters and sewer laterals which fall inside of the parameters contained in paragraph 2 of this Agreement, will not be combined into one contract for the purpose of exceeding the parameters.

APPENDIX "D"
JOB DESCRIPTIONS (EFFECTIVE JANUARY 1, 2013)



FOREMAN - UTILITY

POSITION: Foreman

RESPONSIBLE TO: Field Supervisor

NATURE OF WORK: To supervise and participate in the day-to-day activities of the works crew in the areas of maintenance and repairs of existing water and sewer assets of the Utility and new assets as added. The foreman position is supervisory, technical and hands-on in nature and performs duties as assigned by the Field Supervisor /or designate.

Note:

- This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Participate in the day-to-day activities and direct the personnel and equipment as assigned by the Field Supervisor /or designate.
- Familiar with and follow all corporate rules, regulations, policies, and practices.
- Responsible to the Field Supervisor for the quality of work, productivity of personnel together with cost pertinent thereto.
- Assure adherence of personnel to purchase order systems, work order systems, materials control systems and time cards.
- Act as standby person as scheduled and respond to after hour callouts/overtime, when required.
- Ensure the safety of the personnel within their work environment.

- Perform other such related duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Extensive knowledge in the maintenance and repairs of water, sewer and wastewater systems
- Considerable knowledge of all hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective relationships with employees and the public.
- Ability to plan and organize the work force.
- Ability to supervise and direct the work force.
- Ability to express ideas effectively orally and in writing.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Trade/technical qualifications in the work related area and/or Provincial Certification in Wastewater Collection Class II and Water Distribution Class II. (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Three (3) years experience with at least one (1) year at the supervisory level in the installation, maintenance, and repairs of water, sewer and wastewater systems.
- Provincial accreditation as a Traffic Control Manager (If applicant does not have the accreditation, must be able to complete this program within 3 months of hiring. Preference shall be given to those applicants already accredited.).
- Technical experience would be an asset.
- Certificate in Confined Space Awareness, Entry & Rescue is an asset.
- Certificate in Trench Excavation is an asset.
- A valid Class 5 driver's license is required.

Salary assigned: As per Collective Agreement (CUPE 830).



METER PERSON - UTILITY

POSITION: Meter Person

RESPONSIBLE TO: Works Superintendent

NATURE OF WORK: This position is a hands-on job to read, clean, test, repair, inspect and service all meters and meter reading devices. The maintenance and testing of these meters ensures an accurate measurement of water consumption by the customer. The position also requires such other work as may be assigned by the Works Superintendent or designate.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times*

ILLUSTRATIVE EXAMPLES OF WORK:

- Read and record consumption figures of metered customers and compare the consumption with the history and investigate any large differences.
- Maintain a reporting system for all operations in the meter department
- Maintain inventory of spare parts and spare meters.
- Remove and install water meters and reading devices for the purpose of maintenance, repairs, and perform final inspections for the installation of water meters.
- Read meters for billing purposes within assigned time period.
- Ensure the safety of personnel within their work environment.
- Act as standby person, as scheduled and respond to after hour callouts/overtime, when required.
- Responsible to the Works Superintendent for the quality of work, productivity together with costs pertinent thereto.
- Perform other such related duties, responsibilities, and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge in the area of water and sewer measuring devices, the repair maintenance and testing of metering devices.
- Knowledge of operations, maintenance and repair of water and sewer systems.
- Ability to plan, organize and deliver the services required in his/her work area.
- Ability to express ideas effectively, orally and in writing.
- Knowledge of all the hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective working relationship with employees and the public.
- Familiar with and follow all corporate rules, regulations, policies, and practices.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent plus trade qualifications in the work related area.
- Provincial Certification in Wastewater Collection Class I and Water Distribution Class I (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Experience in the meter reading, maintenance, testing and repair of flow measuring devices would be an asset.
- Experience in the installation, maintenance, and repairs of water, sewer and wastewater systems would be an asset.
- Certificate in Confined Space Awareness, Entry & Rescue is an asset.
- Experience with computers and data input would be an asset.
- A valid Class 5 driver's license is required.

Salary assigned: As per Collective Agreement (CUPE Local 830).



SERVICE PERSON - UTILITY

POSITION: Service Person

RESPONSIBLE TO: Field Supervisor

NATURE OF WORK: To ensure that individual water and sewerage services are kept functional through proper maintenance, inspections and repairs in accordance with the corporate maintenance program. This position deals with customer complaints and /or calls related to water and sewer problems or requests. The position also requires such other work as assigned by the Field Supervisor or designate.

Note:

- This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Perform any and all work assignments given by the supervisor; such as, maintenance and repairs of water services, sewer services, supply mains, transmission mains, sewer collector mains, valves, hydrants, manholes, etc.
- Respond to calls for blocked sewers, leaks, turn on/off water, etc., as directed by the Field Supervisor and /or designate.
- Maintain an inventory of spare parts to carry out preventative maintenance.
- Assist meter person in maintenance, repairs and meter reading, when required.
- Familiar with and follow all corporate rules, regulations, policies, and practices.
- Act as standby person as scheduled and respond to after hour callouts/overtime, when required.
- Responsible to Field Supervisor for quality of work performed with cost pertinent thereto.

- Ensure the safety of the personnel within their work environment.
- Perform other such related duties, responsibilities, and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge in the operations, maintenance and repairs of water and sewer systems.
- Ability to plan, organize and deliver the services required in his/her work area.
- Knowledge of all the hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective working relationship with employees and the public.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Minimum 2 years experience in maintenance and repair of water and wastewater systems and/or equivalent combination of training and related experience.
- Provincial Certification in Wastewater Collection Class I and Water Distribution Class I (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Provincial accreditation as a Traffic Control Manager (If applicant does not have the accreditation, must be able to complete this program within 6 months of hiring. Preference shall be given to those applicants already accredited.)
- Certificate in Confined Space Awareness, Entry & Rescue is an asset.
- A valid Class 5 driver's license is required.

Salary assigned: As per Collective Agreement (CUPE Local 830).



MAINTENANCE AND CONSTRUCTION WORKER – UTILITY

POSITION: Maintenance and Construction Worker

RESPONSIBLE TO: Field Supervisor/Foreman

NATURE OF WORK: This position is a hands-on job in the area of maintenance and repairs of utility assets. The skilled labourer performs such duties as assigned by the Field Supervisor/designate and/or the Foreman. Most duties performed are in the maintenance and repairs of water, sewer and wastewater systems.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times*

ILLUSTRATIVE EXAMPLES OF WORK:

- Perform any and all work assignments given by the supervisor; such as, maintenance and repairs of water services, sewer services, supply mains, transmission mains, sewer collector mains, valves, hydrants, manholes, etc.
- Act as standby person as scheduled and respond to after hour callouts when required.
- Perform other such related duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge of all the hazards and safety precautions applicable to the work.
- Knowledge in operations maintenance and repair of water and sewer systems.
- Ability to establish and maintain effective working relationships with employees and the public.
- Familiar with and follow all corporate rules, regulations, policies, and practices.
- Ability to express ideas effectively, orally and in writing.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- A minimum of 2 years experience in installation, maintenance, and repairs of water, sewer and wastewater systems.
- Provincial Certification in Wastewater Collection Class I and Water Distribution Class I (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Certificate in Confined Space Awareness & Entry is an asset.
- Provincial accreditation as a Traffic Control Manager would be an asset.
- A valid Class 5 driver's license is required.

Salary assigned:

As per Collective Agreement (CUPE Local 830).



WATER AND SEWER PUMPING STATION MAINTENANCE WORKER - UTILITY

POSITION: Water and Sewer Pumping Station Maintenance Worker

RESPONSIBLE TO: Works Superintendent

NATURE OF WORK: This position is a hands-on job to monitor, maintain, clean, repair and service those systems and equipment related to the pumping of water and the pumping of wastewater.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Responsible to carry out operational, maintenance and repair duties for the water and sewer pumping stations as per the corporate maintenance program.
- Inspect water and sewer pumping stations, as required and complete all logs and reports for each inspection.
- Maintain and update files, manuals, operating handbooks, parts lists, instructions and information pamphlets for water and sewer pumping equipment and facilities.
- Maintain an inventory of spare parts for water and sewer pumping equipment.
- Responsible for the cleanliness and appearance of all equipment and facilities assigned to employee's care.
- Responsible to the Works Superintendent for the quality of work productivity together with costs pertinent thereto.
- Act as standby person as scheduled and respond to after hour callouts/overtime, when required.

- Ensure the safety of personnel within their environment).
- Perform other such related duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge of operations and maintenance of water and sewer systems.
- Considerable knowledge in the operation, maintenance and repair of water and sewer pumping stations.
- Considerable knowledge of the hazards and safety precautions applicable to the work.
- Familiar with and follow all corporate rules, regulations, policies and practices.
- Ability to establish and maintain effective working relationships with employees and the public.
- Ability to express ideas effectively, orally and in writing.
- Ability to plan and organize employee's own work area.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Trade qualifications in work related area, supported with Electrical/Mechanical and/or Industrial Instrumentation and/or Technology education, and/or considerable experience electrical/electronic background supplemented by programmable controller experience.
- Minimum of 3 years experience in the operation, maintenance and repair of pumps and related mechanical and electrical systems & equipment.
- Provincial Certification in Wastewater Collection Class II and Water Distribution Class II (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Experience in the installation, maintenance, and repair of water, sewer and wastewater systems would be an asset.
- Certificate in Basic Gas Chlorination is an asset.
- Certificate in Confined Space Awareness, Entry & Rescue is an asset.
- Supervisor's experience would be an asset.
- A valid Class 5 driver's license is required

Salary assigned: As per Collection Agreement (CUPE Local 830).



BACKHOE OPERATOR - UTILITY

POSITION: Backhoe Operator

RESPONSIBLE TO: Field Supervisor

NATURE OF WORK: This position is responsible for operating, maintaining, cleaning, and servicing the corporation backhoe and working as part of the work crew on any job assigned. When not actually operating the backhoe the operator works as part of the work crew on any assigned job. The position performs such duties as assigned by the Field Supervisor/designate and/or the Foreman.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times*

ILLUSTRATIVE EXAMPLES OF WORK:

- Operate the backhoe as directed by instructions from the Field Supervisor/designate.
- Care, maintenance and control of the Utility's Backhoe.
- Take directions from the Foreman who is running the job and when not operating the backhoe work as part of the crew on any job he/she is on.
- Act as standby person as scheduled and respond to after hour callouts/overtime, when required.
- Perform other such related duties, responsibilities, and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Thorough knowledge in the operations and maintenance of the corporation backhoe.
- Knowledge in the operations, maintenance and repair of water and sewer systems.

- Knowledge of all the hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective working relationship with employees and the public.
- Familiar with and follow all corporate rules, regulations policies, and practices.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Successful completion of an approved backhoe operations course and/or equivalent.
- Minimum 3 years experience operating a backhoe.
- Minimum 2 years experience in the operations, maintenance, and repair of water and sewer systems.
- Provincial Certification in Wastewater Collection Class I and Water Distribution Class I (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Provincial accreditation as a Traffic Control Manager would be an asset.
- A valid Class 3 driver's license is required.

Salary assigned: As per Collective Agreement (CUPE Local 830).



TECHNICIAN I - UTILITY

POSITION: Technician I

RESPONSIBLE TO: Engineer

NATURE OF WORK: This position is technical in nature requiring skills in the sampling and testing of water supply, care of metal and leak detection equipment, metal and leak detection practices and procedures, surveying practices and procedures, drafting, job costing, maintenance of maps and record systems, service inspections and general knowledge of transmission, distribution supply mains, collection mains associated services and control valves.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Obtain necessary water samples.
- Test water for fluoride and chlorine.
- Prepare monthly reports of a technical nature, specific to the engineering requirements within the Utility.
- Perform inspections for new water and sewer construction.
- Notify customers of utility maintenance and water system shutdowns.
- Respond to customer complaints regarding water quality as well as investigation of reported water leaks.
- Conduct a systematic leak detection program.
- Locate water and sewer mains and services.
- Site layout of work to be carried out by Utility works.

- Perform fieldwork.
- Prepare and maintain a system for recording information on valves, hydrants, manholes, services, etc., to ensure a continuous updating of maps and records as it relates to operations and maintenance.
- Update and maintain mapping and system records.
- Ensure quality of work is in accordance with costs pertinent thereto.
- Perform other such duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge in the operations, maintenance and repairs of water and wastewater systems to a level necessary to implement and maintain a system for recording information on system operations and maintenance and ensure a continuous updating of associated maps and records.
- Proficient use of modern office systems and equipment.
- Considerable knowledge of the hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective working relationships with employees, city officials, and the public.
- Ability to plan and organize own work area.
- Ability to express ideas effectively, orally and in writing.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Graduate from a post secondary institution with civil and/or construction technology and/or any related technical curriculum.
- Provincial Certification in Wastewater Collection Class II and Water Distribution Class II (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Three (3) years technical experience in the areas of water and wastewater operations and maintenance.
- Experience with computers and data input would be an asset.
- A valid Class 5 driver's license is required.

Salary assigned:

As per Collective Agreement (CUPE Local 830)



TECHNICIAN II - UTILITY

POSITION: Technician II

RESPONSIBLE TO: Engineer

NATURE OF WORK: This position is technical in nature involving the following areas: Source of Supply, Pumping and Booster Stations, Dams and Weirs, Sewer Pumping Stations, Distribution Mains, Collection Mains, Maps and other System Records, Data Base Management systems, Auto Cad, spreadsheets, and Windows applications.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Prepare cost estimating for services and other jobs.
- Determine sizing of water and sewer mains and services as well as meters.
- Prepare monthly reports of a technical nature, specific to the engineering requirements within the Utility.
- Update and maintain mapping and system records.
- Prepare and maintain a system for recording information on valves, hydrants, manholes, services, etc., to ensure a continuous updating of maps and records as it relates to operations and maintenance.
- Responsible to the Engineer for quality of work together with costs pertinent thereto.
- Co-ordinate with Utility works for site drawings.
- Co-ordinate with outside agencies for site layout of utility maintenance.
- Prepare and distribute utility record information to other City Departments and the general public.

- Receive and respond to customer inquiries and industry questionnaires.
- Perform other such duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge in the operations, maintenance and repairs of water and wastewater systems to a level necessary to implement and maintain a system for recording information on system operations and maintenance and ensure a continuous updating of associated maps and records.
- Considerable knowledge of the hazards and safety precautions applicable to the work.
- Ability to establish and maintain effective working relationships with employees, city officials, and the public.
- Ability to plan and organize own work area.
- Ability to express ideas effectively, orally and in writing.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Graduate from a post secondary institution with civil and/or construction technology and/or any related technical curriculum.
- Provincial Certification in Wastewater Collection Class II and Water Distribution Class II (If applicant does not have minimum certification, must be able to complete this program within 12 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Three (3) years technical experience in the areas of water and wastewater operations and maintenance.
- Experience with computer applications such as Windows, spreadsheets, word processing, CAD, GIS and data base management systems.
- A valid Class 5 driver's license is required.

Salary assigned: *As per Collective Agreement (CUPE Local 830)*



OPERATIONS CLERK - UTILITY

POSITION: Operations Clerk

RESPONSIBLE TO: Works Superintendent/Designate

NATURE OF WORK: This position is responsible for secretarial and clerical work to collect, record, compile and maintain systems of control for the efficient reporting, monitoring and operation of the Engineering, Works, and Treatment Plant Departments. This position is responsible for typing, word processing, telephone answering, two-way radio communications, and basic corporate control systems for the co-ordination of the activities of the Engineering, Works and Treatment Plant Operations.

Note:

- This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Provide for corporate typing of letters and reports, and arrange and attend meetings, record and distribute the minutes as required.
- Prepare monthly Works, Engineering and Labour Distribution Reports
- Assure a smooth flow of paper work from the Engineering, Works, and Treatment Plant Departments to the Accounting Office.
- Issue purchase orders, work orders, trouble and repair orders, as instructed from Engineering and Works Superintendent, as well as from customer complaints and service applications.
- Prepare requisitions, receipting and processing of invoices, assist with purchasing cards.

- Complete time cards, work orders, purchase orders, etc., consistent with corporate control systems and notify proper authority of any deviations.
- Maintain meter records
- Conduct year end stocktaking, order and record inventory
- Provide information for service box repairs, turn on/off's, etc.
- Perform other such duties, responsibilities and functions as required.

KNOWLEDGE AND ABILITIES:

- Ability to respond to the demands of more than one authority and able to work independently or as part of a team in a confidential and diplomatic manner and possess strong interpersonal skills.
- Thorough knowledge of modern office systems, practices, procedures and equipment.
- Thorough knowledge of computer applications including Microsoft Office Software: Word, Excel and Outlook.
- Effective communication skills, both oral and written, so as to establish and maintain an effective working relationship with employees, City officials, and the public.
- Ability to plan and organize work area.
- Must be willing to work overtime, as required.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Graduation from a recognized secretarial/clerical training program.
- Type 60-80 words per minute.

Salary assigned:

As per CUPE Local 830 Collective Agreement



OPERATIONS CLERK II - UTILITY

POSITION: Operations Clerk II

RESPONSIBLE TO: Superintendent of Works

NATURE OF WORK: This is administrative, secretarial, and semi-technical work of a responsible and confidential nature involving management support to ensure the overall effective and efficient operation for the Utility Department. This position is responsible for water consumption & sewer collection data, monthly operational reporting, purchasing & operational controls, records, manuals and Works Department inventory for the co-ordination of the activities of the Utility Department.

Note:

- *This job posting reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *The confidentiality of City affairs shall be respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Provide for corporate typing of letters, reports, minutes, etc., of confidential & non-confidential nature and maintain a master filing system
- Prepare monthly operational data reports on water pumping & metered consumption, sewer collection, engineering, maintenance & repair
- Assist in telephone answering, two way radio communication for the co-ordination of the activities of the Utility Department
- Issue and control of work orders, trouble and repair orders, turn on/off orders, etc as instructed from Engineering Dept., Works Superintendent, & Field Supervisor, as well as from customer complaints and service applications

- Issue and control of requisitions, receipting and processing of invoices, purchasing cards, petty cash etc., consistent with corporate control systems and notify proper authority of any deviations.
- Maintain a computerized time control system to record & monitor data on time cards for payroll, annual leave, sickness, callouts, overtime, banked time, and maintenance of personnel records.
- Maintain a computerized cost control system to compile and process all construction billable work orders, turn on orders, etc and to be forwarded to accounts receivable for billing
- Maintain a computerized control system to monitor and maintain water meter reading, maintenance & repairs and meter inventory records
- Maintain a current manual on all policies and procedures as adopted by the Utility Committee & Utility operations
- Administer and maintain accurate and detailed records of all purchases relating to quotations and tenders
- Administer and maintain the preventive maintenance files and records
- Administer and maintain a perpetual inventory system
- Assist the Superintendent of Works and/or his/her designate in the coordination to monitor, provide direction and supervision for the Operations Clerk & Seasonal Operations Clerk
- Arrange and attend meetings, record and distribute the minutes
- Must be willing to work overtime, as required
- Perform other such duties, responsibilities and functions as required

KNOWLEDGE AND ABILITIES:

- Ability to respond to the demands of more than one authority.
- Thorough knowledge and background in secretarial practices and procedures
- Able to work independently or as part of a team in a confidential and diplomatic manner and possess strong interpersonal skills
- Thorough knowledge of modern office systems, practices, procedures and equipment.
- Excellent written and oral communications skills so as to establish and maintain effective working relationships with employees, City officials and the public
- Proficiency in working with Microsoft Word, Access and Excel

- Extensive knowledge of computer applications including Microsoft Office Software: Word, Excel, Access and Outlook
- Some knowledge of automated financial systems relating to accounting procedures & billing practices

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Successful completion of a post-secondary education with diploma in a recognized Secretarial Program
- Minimum of five (5) years of administrative/secretarial experience
- Accounting diploma would be an asset
- Type 60-80 words per minute
- Proven experience as being organized, detailed oriented, reliable and motivated
- Equivalent combination of education and experience will be considered

Salary assigned: As per Collective Agreement (CUPE Local 830)

ACCOUNTS RECEIVABLE COMPUTER CLERK
FINANCE DEPARTMENT

POSITION: Accounts Receivable Computer Clerk

RESPONSIBLE TO: Senior Finance Officer

NATURE OF WORK: This is a financial position technical in nature, requiring a thorough knowledge of computer systems and operations. Keen analytical ability and initiative are required. The position involves all facets of computer operation including input, testing, analysis and problem reporting.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Assist with reconciling cash/bank differences.
- Respond to and/or redirect public queries and complaints.
- Train staff in all areas of the Cogsdale Billing Program including property transfers and payment entry.
- Calculate billing for property transfers and fax to lawyer's office.
- Post Cogsdale batches for billing and payments to General Ledger.
- Process customer applications and set up accounts for billing and adjustments.
- Calculate and process miscellaneous adjustments.
- Problem reporting to Billing Application Vendor & Consultant.
- Accept general payments such as parking tickets, Recreation and Planning deposits, dog tags, etc.
- Distribute shut off notices for delinquent accounts. Maintain list of payment arrangements and notify Works Department to turn back on.

- Maintain Accounts Receivable system, including input, batch processing and property transfers.
- Maintain log of all adjustment batches.
- Lock cash trays in vault at the end of the day.
- Some evening work may be required.
- Perform other such duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Keen analytical ability and problem solving capacity.
- Ability to establish and maintain effective working relationship with co-workers, and general public.
- Ability to work independently.
- Ability and initiative to learn.
- Considerable knowledge of computer based accounting system.
- Must be bondable.
- Ability to handle and balance cash.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Training and/or experience in Windows applications. Experience with or the capability to be proficient in the Cogsdale billing system would be an asset
- Successful completion of a post secondary program in Study of Accounting/Business.
- Two (2) years experience in dealing with the public, handling cash and working with computer based systems.

Salary assigned: As per Collective Agreement (CUPE Local 830)

CLERICAL/COMPUTER OPERATOR - FINANCE DEPARTMENT

POSITION: Clerical/Computer Operator

RESPONSIBLE TO: Senior Finance Officer

NATURE OF WORK: This is a financial position technical in nature, requiring a thorough knowledge of computer systems and operations. Keen analytical ability and initiative are required. The position involves all facets of computer operation including input, testing, analysis and problem reporting.

Note:

- *This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.*
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Coordinate and perform billing of all metered customers.
- Maintain Accounts Receivable system, including meter reading input, batch processing and property transfers.
- Respond to and assist other staff with customer inquiries.
- Accept general payments such as parking tickets, Recreation and Planning deposits, dog tags, etc.
- Respond to and/or redirect public queries and complaints.
- Set up new meter accounts from work order information.
- Bill for miscellaneous charges such as meter inspections.
- Ensure meter books are kept up to date.
- Some evening work may be required.
- Perform other such duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Ability to establish and maintain effective working relationship with co-workers, and general public.
- Ability to work independently and demonstrate decision making capability.
- Must be bondable.
- Ability to handle and balance cash.
- Knowledge of computer based accounting system.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Training and/or experience in Windows applications and Management Information Systems. Experience with or the capability to be proficient in the Cogsdale billing system would be an asset
- Successful completion of a post secondary program in Study of Accounting/Business.
- Two (2) years experience in dealing with the public, handling cash and working with computer based systems.

Salary assigned:

As per Collective Agreement (CUPE Local 830)



ACCOUNTING/OPERATIONS CLERK – FINANCE/UTILITY

POSITION: Accounting/Operations Clerk

RESPONSIBLE TO: Senior Finance Officer

NATURE OF WORK: This is a financial position technical in nature, requiring a thorough knowledge of computer systems and operations. Keen analytical ability and initiative are required. The position involves all facets of computer operation including input, testing, analysis and problem reporting.

Note:

- This job description reflects the general details considered necessary to describe the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in such classification.
- *Ensure that the confidentiality of City affairs is respected and practiced at all times.*

ILLUSTRATIVE EXAMPLES OF WORK:

- Input and post daily cash receipts, and prepare bank deposit and balance cash daily as required. (Both City & Utility).
- Assist in maintaining meter records, property transfers, and Utility billing of flat rate and metered customers.
- Coordinate and perform billing of approximately 8000 flat rate customers.
- Fill in for Operations Clerk as required.
- Fill in at the front counter as required.
- Maintain the pre-authorized payment system for Utility customers.
- Assist with the compilation and distribution of shut off notices to delinquent customers, as well as follow up on delinquent accounts.
- Perform other such duties, responsibilities and functions as required.
- Maintain Accounts Receivable system, including charging of penalties, batch processing and maintenance of log, and property transfers (flat rate and metered as required).
- Calculate and process miscellaneous adjustments.

- Set up new flat rate customer accounts for billing.
- Respond to and assist other staff with customer inquiries.
- Train staff on the Cogsdale program as required.

QUALIFICATIONS, KNOWLEDGE AND ABILITIES:

- Must have proficient computer skills and experience in at least a Microsoft Windows computer operating environment with proficiency in Word and Excel. Experience with or the capability to be proficient in the Cogsdale billing system would be an asset
- Ability to plan and prioritize work schedule to accomplish the work load
- Effective communication skills, both oral and written, so as to establish and maintain an effective working relationship with employees, City officials, and the public
- Keen analytical ability and initiative are required
- Familiar with and follow all corporate rules, regulations, policies and practices
- Must be bondable.
- Ability to handle and balance cash.
- Some evening work may be required

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent
- Graduation from a recognized secretarial/clerical/accounting program.

Salary assigned: As per CUPE Local 830 Collective Agreement



WATER & SEWER STATION MAINTENANCE ASSISTANT – UTILITY

POSITION: Water & Sewer Station Maintenance Assistant – Utility Department

RESPONSIBLE TO: Superintendent/Designate – Utility Department

NATURE OF WORK: This is a technical position requiring technical knowledge and hands-on skills to maintain, repair, operate, and service the City's assets maintained by the Utility Department. This position is responsible for assisting with the operations of the Water & Sewer Stations to ensure that the facilities are kept clean, functioning efficiently and maintained in accordance with the corporate maintenance program. This also includes the update of inventory.

The Water & Sewer Station Maintenance Assistant is responsible to the Superintendent Water & Sewer – Utility and takes direction from the Water & Sewer Station Pumping Station Maintenance Worker on a daily basis.

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

AREAS OF RESPONSIBILITY:

- Meet daily with the W&S Pumping Station Maintenance Worker and/or Superintendent – Water & Sewer to discuss overall operations.
- Assist the W&S Pumping Station Maintenance Worker in the preparation of the maintenance budget.
- Arrange for outside repair work to be carried out when necessary, in consultation with the W&S Pumping Station Maintenance Worker
- Advise the W&S Pumping Station Maintenance Worker when equipment is going to be locked out for maintenance and/or repair.
- Ensure facilities and equipment are maintained in accordance with the corporate preventive maintenance program, performing scheduled preventive maintenance inspections and operations as directed.
- Ensure all equipment is in good condition, maintained and operating in a manner consistent with design specifications.

- Ensure an inventory of spare parts is maintained in order to carry out the corporate preventive maintenance program.
- Compiling of reports, records, charts, etc., necessary for Regulatory Compliance and to ensure an efficient operation of the facilities.
- Inform the W&S Pumping Station Maintenance Worker and/or Superintendent - Water - Sewer of Utility of any plant and lift stations operations which are not normal.
- Carry out repairs on equipment which has malfunctioned, including but not limited to pumps and other components of the Water & Sewer stations and making plumbing modifications or repairs which may be deemed necessary. Assist with electrical repairs within scope of ability.
- Maintain records and reports associated with maintenance program in a clear, concise manner.
- Act as standby person as scheduled and respond to after hour callouts/overtime, when required.
- Perform other such related duties, responsibilities and functions as may be assigned.
- Monitor the Water & Sewer SADA System to ensure operations are normal and to inform the Water & Sewer Pumping Maintenance Person of any problems
- Respond to SCADA alarms, as required

KNOWLEDGE AND ABILITIES:

- Knowledge of the operation and maintenance of water & sewer pumping facilities and the distribution of water & collection of wastewater.
- Knowledge of the hazards and safety precautions applicable to the work and compliance with all Health and Safety regulations.
- Ability to plan, organize, and direct the work of employees placed in charge.
- Ability to express ideas effectively, orally and in writing.
- Ability to establish and maintain effective working relationships with employees, city officials and the public.
- Ability to interpret Record Drawings, Operation and Maintenance Manuals, and technical diagrams (mechanical, electrical, process).
- Maintain Operator Certification in compliance with Provincial Regulation and undertake necessary training as identified by the City on an ongoing basis

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Completion of grade XII or equivalent.

- Trade qualifications in work related area supported with Electrical/Mechanical and/or Industrial Instrumentation and/or Technology education.
- Minimum of two years of experience in the operation, maintenance and repair of pumps and related mechanical and electrical systems & equipment.
- Operator Certification in Class I - Water Distribution Operator and Class I -Wastewater Collection is preferred. Must be able to obtain Operator Certification in Class I Water Distribution and Waste Water Collection within 12 months of employment.
- Valid driver's license necessary to perform duties.
- Experience in the installation, maintenance, and repair of water, sewer and wastewater systems would be an asset.



GIS TECHNICIAN

POSITION: GIS Technician

RESPONSIBLE TO: Engineer

NATURE OF WORK: This position is technical in nature with an emphasis on developing and maintaining water and wastewater infrastructure records utilizing geographical information systems (GIS) technology, computer-aided design (CAD), and work-order and asset management databases.

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

AREAS OF RESPONSIBILITY:

- Develop and maintain a system of records information on valves, hydrants, manholes, services, etc.
- Develop and administer a set of standards for submitted record information.
- Mapping of geographic features using CAD and GIS software including preparation of digital and hard copy outputs using all aspects of GIS data and/or CAD software.
- Develop and maintain policies ensuring the integrity of record information.
- Ensure record drawings and registered easements are submitted by others in a timely fashion.
- Provide direction to staff on required record information.
- Prepare and distribute utility record information to other City Departments and the general public.
- Receive and respond to customer inquiries.
- Assist with in field operations as related to infrastructure location, operation, size and quality.
- Perform other such related duties, responsibilities and functions as may be assigned.

KNOWLEDGE AND ABILITIES:

- Knowledge in the operations, maintenance and repairs of water and wastewater systems to a level necessary to implement and maintain a system for recording information on

system operations and maintenance and ensure a continuous updating of associated maps and records.

- Ability to establish and maintain effective working relationships with employees, City officials, and the public.
- Ability to plan and organize own work area.
- Ability to express ideas effectively, orally and in writing.
- Must adhere to the City of Charlottetown Staffing Bylaw.

QUALIFICATIONS, EDUCATION AND EXPERIENCE:

- Grade XII or equivalent.
- Successful completion of a technical course in the area of GIS system administration, engineering drafting or engineering technology.
- Experience in the areas of water and wastewater operations and maintenance.
- Provincial Certification in Wastewater Collection Class II and Water Distribution Class II (If applicant does not have minimum certification, must be able to complete this program within 24 months of hiring. Preference shall be given to those applicants already certified and/or who can qualify and obtain certification within 6 months of hiring)
- Training and experience with computer applications such as geographical information system (GIS), computer-aided design (AutoCAD), Microsoft Office (Access, Excel, Word). GPS experience an asset.
- A valid Class 5 driver's license is required.

MEMORANDUM OF AGREEMENT

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

And: The Canadian Union of Public Employees, Local 830 (the "Union")

The purpose of this MOA is to provide guidance to CUPE 830 employees regarding office closures during severe storm events. The intent is to balance the need for the general public to have access to services with the health and safety of employees providing non-essential services.

1. During a severe storm event the City of Charlottetown's municipal offices shall delay opening or close early in accordance with Provincial Government offices in Charlottetown. The City of Charlottetown will automatically follow the decision of the Province.
2. Employees will be informed of storm closure as follows:
 - a) If storm closure occurs during working hours employees will be notified by email, telephone or verbally of storm closure following a decision by the Province to close "Provincial Government offices in Charlottetown".
 - b) If storm closure occurs prior to working hours the Province will notify local radio stations of the decision to delay opening or the closure of "Provincial Government offices in Charlottetown". This shall serve as official closure notification to non-essential employees of the City.
3. Employees who have been notified that they are able to leave work early but are unable to leave the workplace due to poor weather conditions will not be entitled to any form of compensation beyond their normal working day.
4. The Employer may require employees to remain at work, report for work or return to work, even though a storm closure for the City is in effect. However, such a decision by the Employer must be reasonable and as a result of actual work circumstances which cannot wait (e.g. Water Main break, Sewer Main Blockage or broken/blocked sewer lateral, etc.). Any time an employee is required to work during the employee's normal working day will be paid for at straight time.
5. Employees who have completed their normal workday but are unable to leave the workplace due to poor weather conditions will not be entitled to any form of compensation beyond their normal working day.

6. Employees who have completed a call back assignment but are unable to leave the workplace due to poor weather conditions will not be entitled to any form of compensation beyond their call back assignment pay.
7. If an employee is directed to work overtime or respond to a call back during a storm event, the employee will be compensated in accordance with the collective agreement.
8. If the City of Charlottetown Corporation closes early due to storm conditions and an employee chooses to keep working their regular hours, they are doing so voluntarily, and will not be granted time off in lieu.
9. If closure of operations has not occurred and an employee chooses to leave work early due to storm conditions, the City of Charlottetown will allow the employee to utilize any accumulated vacation or other time in lieu to ensure no loss of salary for the time taken off. An employee may also make up time taken off with the permission of their immediate supervisor. If the employee makes the decision to leave work early and the City of Charlottetown subsequently closes early, the employee will only have to make up the time before the closure occurred, after which the employee would be on leave with pay till the end of their ordinary working hours.
10. If an employee is already on an approved leave of absence, such as a vacation or sick day, when a storm closure occurs, their leave will not be credited back to them for the storm closure period.
11. The Employer recognizes that there may be occasional storm events where the City's municipal offices close and some employees choose not to leave the work place (e.g. where people have been cautioned to remain off the roads) due to poor weather conditions. On these rare occasions, the Employer will make every effort to support our employees' well being.
12. Note: Individual work units may develop operational plans that guide employees in the event of a severe storm event.
13. 830 Overtime or Duty Person Responsibilities:

If an employee is directed to work overtime or respond to a call back the employee will be compensated pursuant to Article 17. Further, the Employer maintains their expectation that the Duty Person is required to be available for work during their standby period in accordance with Article 16.03 (1).

This Memorandum of Agreement shall expire on the 31st day of December 2022.

MEMORANDUM OF AGREEMENT

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

And: The Canadian Union of Public Employees, Local 830 (the "Union")

1. The designated scheduled duty person shall be provided with and carry at all times a pager and cellular phone for the purpose of call back pursuant to Article 17.
2. The duty person will answer and respond if necessary, to all after hour calls for unscheduled work assignments such as blocked sewers, leaks, turn on/off water, etc., as directed by the after hour message service and/or the Field Supervisor or designate.
3. Where the Employer schedules work for the City to be conducted after the normal working day for which a client of the City's is not being billed, the duty person, if qualified and capable to do the work, will typically be assigned to do the work and shall continue to act as the duty person.
4. Where the Employer schedules work for a client of the City to be conducted after the normal working day for which the Client is being billed, the duty person, if qualified and capable of performing the work, shall be given the option, at the time the City is scheduling the work, to give up acting as duty person for the duration of the work assignment, or, not accept the work assignment and continue as the duty person. The employee may only give up their duty assignment if they are able to provide another approved duty person to assume the duty person duties for the period of the scheduled work.
5. If the duty person is performing work during regular working hours for a client of the City and the Employer determines to extend, without a break, the work beyond the normal working day, the duty person shall continue with the work and shall not be required to give up the duty person duties for the duration of the work period. For purposes of clarity, if the duty person is not performing the work which is being extended during their normal working day, then they will not be kept on to finish the work after the normal working day is completed.

This Memorandum of Agreement shall expire on the 31st day of December 2022.