

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF CHARLOTTETOWN  
CHARLOTTETOWN PEI

AND

UNION OF PUBLIC SECTOR EMPLOYEES  
(UPSE)

FOR THE PERIOD JANUARY 1, 2020 - DECEMBER 31, 2024

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## COLLECTIVE AGREEMENT

BETWEEN: THE CITY OF CHARLOTTETOWN  
(hereinafter referred to as the EMPLOYER)

AND: UNION OF PUBLIC SECTOR EMPLOYEES (UPSE)

### PREAMBLE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, employees and the Union, encourage efficiency in operations, provide process for prompt settlement of grievances and establish and maintain satisfactory working conditions, hours of work, wages and benefits for the employees covered by this agreement.

### ARTICLE 1 - SAVINGS CLAUSE

If any Article of this Agreement shall be found to be in conflict with any statute, such Article shall be deemed null and void. However, such Article shall be separable from the remainder of the Agreement.

### ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that it is the right of the City to exercise the function of management and to direct the operations of the City and the working forces of the city, subject to the terms of this agreement. This includes but is not limited to the right and function of the Employer, subject to the terms and conditions of this Agreement to hire, promote, demote, transfer, train, lay-off, recall, classify and determine duties of employees and also the right of the Employer to discipline or discharge an employee for just cause, provided that such action may be the subject of a grievance.

The Employer agrees to provide the Union with up-to-date versions of any revised or new City policies related to the following terms and conditions of employment.

### ARTICLE 3- EMPLOYEE RIGHTS

#### 3.01 No Discrimination

There shall be no discrimination practiced with respect to any employee on the grounds of race, creed, color, sex, sexual orientation, marital status, ethnic or national origin, age, disability, political belief, membership, lack of membership, activity, or lack of activity in the Union.

### 3.02 Harassment-Free Work Environment

The Union and the Employer recognize the right of employees to work in an environment free from harassment and the Employer agrees to take such disciplinary action as is necessary respecting an employee engaging in harassment in the workplace.

### 3.03 Workplace Harassment Policy

The Employer and the Union recognize the requirement for the Employer to have and to maintain a Workplace Harassment Policy, which will be provided to the Union and available to employees, as it exists from time to time.

## ARTICLE 4 – UNION RECOGNITION AND UNION SECURITY

### 4.01 Authorized Representative

The Employer recognizes the Union as the sole and exclusive authorized representative of all employees to which this Agreement applies.

### 4.02 Bi-weekly Union Dues

The Employer shall, as a condition of employment, deduct an amount equal to the biweekly Union dues deduction from the biweekly pay of all employees covered by this Agreement.

### 4.03 Notification of Deduction

The Union shall inform the Employer in writing of the authorized dues for the implementation of Article 4.02. At least thirty (30) days' notice of any changes in the authorized dues will be provided.

### 4.04 Remittance of Dues

The amounts deducted in accordance with this Article shall be remitted to the Union by electronic funds transfer on or before the fifteenth (15) day of the month following the month in which deductions were made and shall be accompanied by particulars identifying employees and the amount deducted on their behalf.

### 4.05 Liability

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claims or liability arising out of an error committed by the Employer.

## ARTICLE 5 - CORRESPONDENCE

- 5.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Union shall be given as follows:

TO THE EMPLOYER:       HR Manager  
City of Charlottetown  
PO BOX 98  
Charlottetown PEI C1A 7K2

TO THE UNION:           President  
PEI Union of Public Sector Employees  
4 Enman Crescent  
Charlottetown PEI C1E 1E6

## ARTICLE 6 – HOURS OF WORK

- 6.01 The regular workweek shall consist of no less than five (5) seven and one-half (7½) hour days for a thirty-seven and one-half (37½) hour workweek, Monday to Friday,
- 6.02 Summer hours shall occur during the period as determined by the City.
- 6.03 The hours of work as contained herein may be varied when circumstances have a bearing on the work to be performed.

## ARTICLE 7 - OVERTIME

- 7.01 Overtime shall be paid as follows:
- (a) At the beginning of each calendar year, one (1) regular work week shall be added to each employee's vacation bank, in lieu of any overtime payment for the first forty (40) hours of overtime worked by an employee in the calendar year.
  - (b) For overtime hours worked by an employee of more than forty (40) hours and up to and including ninety (90) hours, the employee shall be paid for each hour at their regular rate of pay; and
  - (c) For overtime hours worked by an employee of more than ninety (90) hours, the employee shall be paid at the overtime rate of one and one half (1.5) of their regular rate of pay.
- 7.02 All overtime hours worked must be approved by the Employer in advance of the overtime being worked to qualify for overtime payment in accordance with Article 7.01.

## ARTICLE 8 – ON CALL WORK

- 8.01 The Employer shall have the right to notify employee(s) that they shall be on call for specific periods of time. When an employee is advised that they are on call they are required to be available and to immediately respond to calls for work (by telephone or to report to work) which occur during their on call period.

8.02 For each eight (8) hour period of time (pro-rated for lesser periods of time) that an employee is on put on call they shall be paid sixteen dollars (\$16.00).

#### ARTICLE 9 – CALL IN

9.01 Where an employee is required to work by the Employer outside the employee's regular hours of work, the employee shall be compensated as follows:

- (a) for a call or text responded to by the employee, the employee shall be compensated for one hour of work at the applicable rate set forth in Article 7.01, and subsequent calls or texts responded to within one hour of the initial call or text will not result in an additional payment; and
- (b) where an employee is required to report to the workplace, the employee shall be compensated for a minimum of two (2) hours at the applicable rate set forth in Article 7.01, or for time actually worked at the applicable rate set forth in A. 7.01, whichever is greater.

#### ARTICLE 10 – INDEMNITY

10.01 When insurance coverage for legal defence costs and expenses and/or damages available through the Employer's Comprehensive Liability Policy(s) does not apply, the Employer shall indemnify the employee for the legal defence costs and expenses and/or damages incurred/awarded in any civil action initiated against the employee by virtue of anything done or omitted to be done by the employee while acting within the proper scope of their employment, provided however that the employee must have been acting in good faith in carrying out their duties to the best of their ability.

10.02 For so long as the Employer is indemnifying the employee for their legal defense costs and any potential or actual damages award under this article, the Employer shall retain sole control of the conduct of the litigation including the choice of legal counsel and whether or not and upon what terms to pursue any possible subsequent appeal(s). In the event the Employer believes it is advisable to settle an action or proceeding then the Employer has the unfettered right to do so at its expense. If the employee disagrees with the Employer, then the employee may elect to continue with the litigation but the Employer's indemnity hereunder shall forthwith terminate. The continuation of the litigation shall then be solely in the employee's own name and at their sole expense and risk for any and all awards of legal costs and/or damages

#### ARTICLE 11 - ANNUAL VACATION LEAVE

- 11.01 (a) Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:
- One (1) to eight (8) years completed service - three (3) weeks;
  - Over eight (8) to eighteen (18) years completed service - four (4) weeks;
  - Over eighteen (18) years completed service - five (5) weeks;
  - Over twenty-seven (27) years completed service – six (6) weeks.

(b) In the first year of employment, vacation will be 15 working days prorated to the calendar year based on hire date.

11.02 HOLIDAYS DURING VACATION - If a paid holiday falls or is observed during an employee's vacation period, the paid holiday shall not be deducted from the employee's regular vacation time.

11.03 VACATION PAY FOR TERMINATION - An employee terminating employment at any time in the employee's vacation year, before the employee has had vacation, the employee shall be entitled to a proportion of payment of salary or wages in lieu of such vacation and if an employee has taken all their annual vacation and terminates employment during the year, the employee shall have their pay-out benefits deducted on a pro-rated basis for any vacation time taken but not earned.

11.04 PREFERENCE IN VACATIONS - Vacations shall be granted on the basis of the operational needs of City of Charlottetown and are subject to management approval.

11.05 ILLNESS DURING VACATION - Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation on certification from a qualified medical practitioner as proof of illness.

11.06 CARRY-OVER - Vacation requests must be approved in writing by the employee's immediate Supervisor or Manager. Where an employee is not able to schedule vacation time in the current calendar year due to operational reasons, or requires consideration to save a portion of their vacation entitlement for use in the following year for special purposes, the employee may apply to carry over up to two weeks of vacation into the next calendar year. Vacation time carried over from one year to the next must be used by June 30 in the year the vacation time is carried over and cannot accumulate year over year. All carry over requests must be approved by their Department Manager and the **Human Resources Manager**. Vacation carry-over cannot be used in conjunction with approved income averaging arrangements in Article 14.06.

## ARTICLE 12 - STATUTORY/CIVIC HOLIDAYS

12.01 The following shall be considered holidays and shall be paid for at the regular rates of pay to employees who are not obliged to perform services on such days:

- |                      |                      |
|----------------------|----------------------|
| (a) New Years Day    | (g) Canada Day       |
| (b) Islander Day     | (h) Labour Day       |
| (c) Good Friday      | (i) Thanksgiving Day |
| (d) Easter Monday    | (j) Remembrance Day  |
| (e) Victoria Day     | (k) Christmas Day    |
| (f) <b>Natal Day</b> | (l) Boxing Day       |

And all such days approved by special proclamation of the Governor General of Canada, the Lieutenant Governor of Prince Edward Island or the Mayor of Charlottetown, P.E.I.

- 12.02 When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- 12.03 When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.
- 12.04 Employees working on a statutory holiday as defined in Article 12.01 shall be paid regular pay for the holiday and shall receive a paid day off, at a later date that has been mutually agreed between that employee and their Department Manager.

#### ARTICLE 13 - SICK LEAVE

- 13.01 SICK LEAVE PROVISIONS - Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 13.02 AMOUNTS OF SICK LEAVE - Sick leave shall be earned by employees on the basis of one and one-half (1 ½) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for future sick leave use up to a maximum of three hundred and fifty (350) 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 City's Long Term Disability benefit, if eligible. **For clarity, to ensure that any employee can transfer to the Long Term Disability benefit at ninety (90) days, if eligible, if an employee remains off on sick leave for forty-five (45) days, the employee must at that time apply for the Long Term Disability benefit.**
- 13.03 PROOF OF SICKNESS\_- After three (3) consecutive days or ten (10) cumulative days sick leave in any one (1) calendar year, an employee may be required to produce a certificate from a qualified medical practitioner for any further illness during that calendar year. The Employer reserves the right to have a second examination carried out by a qualified medical practitioner of its choice. The Employer shall reimburse the employee for any costs associated with the attendance with a medical practitioner for the second examination and, in addition, the employee shall suffer no loss of pay as a result of attending before the medical practitioner for a second examination.
- 13.04 SEVERANCE OR RETIREMENT ALLOWANCES - An employee having accrued sick leave to employee credit shall, on retirement or severance that is not related to misconduct, get one-half (1/2) of the amount accrued to employee credit to the limit as defined under Section 22.02 (a). In the event of the death of an employee having accrued sick leave to employee credit, employee estate will be paid the amount of the employee's credit.



13.05 RECORD OF UNUSED SICK LEAVE – A record of all unused sick leave including all accumulation prior to the effective date of this Agreement, shall be kept by the Employer. At the end of each calendar year each employee shall be advised by the Employer of employee unused sick leave.

13.06 Employees may be provided with an advance of sick leave credits, to cover periods for which they do not have sick leave accumulation. To qualify for an advancement of sick leave credits, the request must be approved by the respective Department Head with concurrence from the Manager of Human Resources and meet the following conditions:

- (a) The employee must be under medical doctor's care; and
- (b) The employee must have exhausted all of their accrued sick leave; and
- (c) It must be shown that the employee has not misused previously earned sick leave credits; and

Sick leave credits earned subsequent to an advancement of credits shall be applied against the advanced credits.

Employees, whose employment is terminated for any reason other than death, layoff, or permanent disability, and who have not repaid all advanced sick leave credits granted, shall reimburse the Employer in an amount equal to the benefits granted.

13.07 Prior to amalgamation, employees of the following municipalities/utility had accrued and are entitled to receive the sick leave payout benefit commencing from their permanent date of hire within their respective municipalities/utility:

- Former City of Charlottetown
- Sherwood
- Charlottetown Water Commission
- East Royalty

- (a) The sick leave reserve fund from Sherwood shall be transferred to the City's sick leave reserve fund.
- (b) Employees from Sherwood who have withdrawn their sick leave benefit shall have the number of days credited from Sherwood deducted from eligible days as per **Article 22.02(a)** of this Agreement, but in no case shall the days be less than zero.

#### ARTICLE 14 - LEAVE OF ABSENCE

14.01 BEREAVEMENT LEAVE - The intent of this Article is to provide compassionate leave for employees who are bereaved as the result of the loss of a family member.

- (a) Immediate Family - If the death occurs in an employee's immediate family (spouse including common-law spouse, parent, step parent, legal guardian, child, step-child, brother, sister, grandchild, mother-in-law, father-in-law or second degree relative residing in the same household), the employee shall be granted five (5) days leave without loss of salary or benefits.

(b) Extended Family - In the event of the death of the employee's brother-in law, sister-in-law, or grandparents, the employee shall be granted three (3) days leave without loss of salary or benefits.

(c) Three (3) additional calendar days leave may be granted at the discretion of the Manager, Director or Chief Administrative Officer, as appropriate.

(d) Pallbearer's Leave - An employee shall be granted one (1) day leave without loss of salary or benefits to attend a funeral as a pallbearer or when otherwise participating in a funeral in an official capacity.

#### 14.02 EDUCATIONAL LEAVE

(a) Upon request by an employee, and at the discretion of the Employer, an employee may be granted leave without pay by the Employer, for up to one year, for educational purposes.

(b) At the discretion of the Employer, an employee may be granted a leave of absence with pay to allow an employee to write an examination to improve the qualifications of the employee in the service of the City.

14.03 FAMILY LEAVE - Where no one other than the employee can provide for the needs during illness of an Immediate Family member as defined in 14.01 (a), an employee may be granted up to ~~thirty-seven and one-half~~ (37.5) hours in one (1) calendar year, at the discretion of the Manager, Director or Chief Administrative Officer, as appropriate. As soon as an alternate is found, the employee is expected to report for work during the employee's working hours. Supporting medical evidence may be required.

14.04 JURY DUTY - Employees selected to serve on a jury shall receive regular salary for all days required to be in attendance. Any money received for jury duty will be paid to the City.

14.05 GENERAL LEAVE - In the City's discretion leave of absence without pay may be granted to an employee for a period of up to one (1) year. The Employer, in its discretion, may consider an extension to the period of leave granted.

Benefits accrued to the date of the commencement of the leave shall remain to the employee's credit; however, the employee shall not accumulate any service time during the leave period.

14.06 INCOME AVERAGING LEAVE - An employee may apply for a leave of absence without pay for up to four (4) weeks during a calendar year, during which time the employee's anticipated income for the calendar year will be averaged over the entire calendar year. Applications for this leave must be made before January 15 and are subject to approval of the employee's Manager and the Human Resources Manager.

Cancellations of approved leave by either the Employer or the employee will only be considered on an exceptional basis, due to unforeseen circumstances.

#### 14.07 MATERNITY/PARENTAL/ADOPTION

- (a) Leave without pay shall be granted according to the Employment Standards Act and Regulations for the Province of Prince Edward Island. An employee may request an additional general leave of absence.
- (b) An employee who is not eligible for maternity/parental/adoption leave because it is being claimed by their partner, upon request shall be granted up to three (3) days' of leave with pay on the occasion of the birth and adoption of his/her child, or the permanent placement of a foster child.
- (c) Supplements to Employment Insurance (EI) Maternity or Parental Benefits will be provided to the employees as follows:
  - 1. An employee who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits under the provisions of the Employment Insurance Act shall be paid an allowance of fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty percent (80%) of her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which the employee would have been eligible if no other earnings had been received during the period.
  - 2. An employee, other than an employee who has received an allowance under Article 14.07(c)(1), who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits under the provisions of the Employment Insurance Act shall be paid an allowance for fifteen (15) weeks. The allowance shall be equivalent to the difference between the weekly EI benefits the employee is eligible to receive and eighty percent (80%) of his/her weekly rate of pay, less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefit to which the employee would have been eligible if no other earnings had been received during the period.
  - 3. If both parents are employees, the maximum entitlement period to either one or both parents shall not exceed fifteen (15) weeks.
  - 4. An employee mentioned in subsection (1) or (2) who is subject to a waiting period of two (2) weeks before receiving EI benefits, shall receive an allowance equivalent to eighty percent (80%) of his/her weekly rate of pay for each week of the two (2) week waiting period, less any other earnings received by the employee during the waiting period.

5. Where an employee becomes eligible for a salary increment or pay increase during the benefit period, payments under the Supplements to EI will be increased accordingly.
- (d) Where an employee takes leave pursuant to this Article of greater than fifty-two (52) weeks and up to seventy-two (72) weeks, the extension of the leave from fifty-two (52) to up to seventy-two (72) weeks shall not result in the employee receiving any additional monetary or other benefits beyond the leave contained in this Article, including that there shall be no increase in the *Employment Insurance Act* supplement of fifteen (15) weeks nor shall the cost sharing of any benefits during the initial fifty-two (52) weeks of leave without pay be extended beyond fifty-two (52) weeks.
  - (e) Should an employee not to return to the employ of the City for a minimum of six (6) months upon completion of their maternity/parental/adoption leave, the supplemental top up amounts paid to them during the leave will be repaid to the City.

#### 14.08 COMPASSIONATE CARE

Compassionate care leave is up to 26 weeks of unpaid leave that can be taken within a 52-week period to provide care and support to a gravely ill family member, as defined in Article 14.01(a) and who is at risk of dying within 26 weeks. It is available to all employees who must supply medical certification regarding the family member's illness, as well as an authorization to release the medical certificate.

(a) Employees may maintain their Extended Health and Dental benefits as well as Group Life Insurance and LTD during the leave period, provided the employee pays their portion of the premiums. The accumulation of seniority continues during the absence, however vacation and sick leave entitlements do not continue to accrue during the leave period and are pro-rated for the affected calendar year(s). Periods of leave without pay are not considered pensionable in accordance with the City's Superannuation Plan.

(b) Non-payment of benefits premiums or pension contributions during leave period has no impact on the employee's employment status. These benefits may lapse during the leave period, but employment upon reinstatement is considered to be continuous with employment before the leave, for purposes of calculating future benefits.

#### 14.09

- (a) **ATTENDANCE AT COLLECTIVE BARGAINING:** The Employer will provide leave with pay and benefits for up to two (2) employees for the purposes of attending collective bargaining sessions with the Employer on behalf of the Union.
- (b) An employee who is elected or appointed as a union steward shall not suffer any loss of pay or benefits for the time involved in meeting with the Employer in the grievance procedure. A Union Steward shall not leave their workplace without prior approval of the Employer.

- (c) UNION CONVENTIONS: Subject to operational considerations, the Employer shall provide up to fifteen (15) days leave without pay per calendar year for employees elected or selected by the Union to attend Union conventions, seminars or workshops, provided that not more than one (1) employee shall be absent from any Department of the Employer at any one time.

## ARTICLE 15 - PROTECTIVE CLOTHING

### 15.01 Protective Clothing

The Employer shall provide employees with the protective clothing required to carry out the duties of their positions which shall be replaced on an as needed basis as determined by the Manager.

## ARTICLE 16 - STORM DAYS

- 16.01 Storm days shall be as per the City's Storm Day Memorandum, as amended from time to time.

## ARTICLE 17 - CITY VEHICLES, TRAVEL ALLOWANCES, MILEAGE CLAIMS

- 17.01 The City's policies, as amended from time to time, shall govern employees' use of City vehicles, travel allowances and mileage claims.

## ARTICLE 18 - SAFETY AND HEALTH

- 18.01 COOPERATION ON SAFETY – The Employer and UPSE employees shall cooperate as per the PEI Occupational Health and Safety Act 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.
- 18.02 EMPLOYEE REHABILITATION – Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the UPSE agree to cooperate in encouraging employees afflicted with an addiction to undergo a coordinated program directed to the objective of their rehabilitation.
- 18.03 MEDICAL EXAMINATION – The Employer reserves the right to have all employees submit to a complete medical examination including any special consultations or re-examinations which may result therefrom. These examinations will be made at the Employer's expense by a doctor or doctors appointed by the Employer. In the event that an employee is found not medically fit for the employee's present employment, the employee will, where possible, be assigned other work within the City Corporation.

## ARTICLE 19 - HEALTH AND INSURANCE BENEFITS

- 19.01 The Employer shall pay one-half (1/2) of each employee's assessment for both Group Health and Dental Plan and Group Insurance. When an employee is on Long Term

Disability, the Employer shall continue to pay one-half (1/2) of the employee's assessment for Health and Dental Plan Coverage.

19.02 The Employer shall administer a Long-Term Disability Plan for all employees of the UPSE. The Employer will endeavor to provide/purchase a plan that will provide seventy percent (70%) of wages to the maximum amount covered under the Plan while an employee is on Long Term Disability. The employee shall pay the full premium; however, the fifty percent (50%) that the Employer would have paid towards the plan will be applied to the Health and Dental Plan and Group Life Insurance.

## ARTICLE 20 – WORKERS COMPENSATION BENEFIT

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

## ARTICLE 21 - SERVICE PAY

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

\$200.00 per year after four (4) 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.

Note: An eligible employee must be on payroll and will be paid on the last pay in November of the year in which they attain the requisite years of service.

## ARTICLE 22 - RETIREMENT AND RETIREMENT PAY

22.01 Retirement Pension Benefits shall be as laid down in the Bylaws of the City of Charlottetown.

22.02 All employees who are eligible to retire according to the Bylaw; re: Superannuation or Retirement Plan for Civic Employees may retire and shall be granted the following:

- (a) 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.
- (b) Employees who have at least ten (10) years and not more than fifteen (15) years continuous full-time service with the City of Charlottetown shall be paid full salary for a period of three (3) months. This salary shall be in addition to the employee's pension benefits according to the Bylaw.
- (c) For each additional five (5) year period, or portion thereof of continuous full-time service, the employee shall be paid full salary for an additional month to a maximum of three (3) months.

In addition to **Article 22.02(a)** the maximum retirement pay shall be six (6) months in total. Retirement pay may be withheld pending completion of any disciplinary action. This salary shall be in addition to the employee's pension benefits according to the Bylaw.

## ARTICLE 23 - PENSIONS

23.01 All permanent full-time employees shall participate in the City pension plan according to the provisions of the City of Charlottetown's Superannuation Plan. Utility employees hired before January 1, 2000 are members of the Utility Pension Plan, which is now a closed plan.

23.02 The Pension Plan shall be administered in accordance with the City of Charlottetown Superannuation Plan By-Law.

## ARTICLE 24 - SALARY/WAGES

24.01 The Job Evaluation Committee, pursuant to the Job Evaluation Process policy, shall determine the rate of pay for new positions.

Formal job evaluations on all positions will take place at minimum every ten (10) years, with the most recent job evaluation being completed in 2016. The purpose of job evaluation is to ensure maintenance of internal equity and provide a rank ordering of jobs.

24.02 Step increases, within the applicable Band, shall be determined annually through a performance evaluation process. **Where an employee has a successful performance evaluation, the employee will move to the next step in their Band.**

24.03 Acting Pay

- (a) When an employee is required by the City to perform the primary functions of a position with a higher maximum salary due to a vacancy or extended absence of **three (3) weeks or more**, the employee shall be paid acting pay to be effective the day **the employee** commenced the acting appointment. The rate of acting pay shall

be the step in the pay range for the higher rated position being filled which provides an increase of not less than five percent (5%).

(b) The employee, on reversion to **their** regular position, will be paid at the rate which would have been paid had the employee not held an acting appointment in the interim.

(c) No employee will receive acting pay for the same position for more than two (2) years except in circumstances approved by the City and **UPSE**.

## ARTICLE 25 - DISCIPLINE AND DISCHARGE

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

25.02 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with the Employer of the reasons for considering such action. The employee shall be accompanied by an **UPSE** representative.

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

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

A repetition of an offence for which an employee has incurred suspension may result in the employee being discharged.

25.04 Any reply by the employee to the warning or suspension shall become part of the employee's record. The record of any disciplinary action shall not be referred to or used against the employee at any time after twenty-four (24) months following the last date that discipline was placed on file.

## ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURE

### 26.01 RECOGNITION OF UPSE

The parties wish to provide for an orderly procedure for the settling of grievances. The Employer acknowledges the rights of an **UPSE** representative who may assist an employee in preparing and presenting the employee's grievance in accordance with this grievance procedure.

**UPSE** shall notify the Employer in writing of the name(s) of the employee representative(s) who will be assisting affected employee(s).



## 26.02 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

## 26.03 SETTLING OF GRIEVANCES

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

### Step 1

Within seven (7) days of the alleged violation, the employee will first seek to settle the dispute with the employee's Supervisor or the employee's Supervisor and Manager if the employee's Supervisor is an UPSE bargaining unit member.

### Step 2

Failing satisfactory settlement of the dispute in Step 1, within fifteen (15) working days after the expiry period in Step 1, the employee(s) concerned, together with an UPSE representative(s), shall submit to the employee's Department Manager and Human Resources Manager, a written statement of the particulars of the grievance and the redress sought. The Department Manager shall hold a meeting, shall declare the Employer's position, and render the Employer's decision in writing within fifteen (15) working days after the meeting.

### Step 3

Failing satisfactory settlement of the grievance being reached in Step 2, the Union may within thirty (30) days of receipt of the decision referred to in Step 2, refer the grievance to Arbitration.

26.04 Where the dispute involves general application or interpretation, the parties may agree to by-pass all or any of Steps 1 and 2 of the Grievance Procedure and refer the matter directly to Arbitration.

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

26.06 A grievance may be filed by either the Union or the Employer, and where it is the Employer, the grievance shall be filed with the Union at Step 2, and the remaining wording of this Article shall be adjusted as necessary.

26.07 In any case where a meeting with the Employer is held on a dispute pursuant to Step 1 or a grievance pursuant to Step 2, the employee may be accompanied by a Union Steward and/or a representative of

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

- 26.08 When the party submitting a grievance fails to adhere to the prescribed time limits, the grievance shall be deemed to be abandoned and all right of recourse to the grievance procedure shall be at an end, unless the time limits prescribed in the grievance procedure are varied by consent of the Union and the Employer both acting reasonably.
- 26.09 An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a meeting under this Article at Step 2 of the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted.
- 26.10 COMPOSITION OF BOARD OF ARBITRATION - When either party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail or by receipted electronic means, and the request shall indicate the name of its nominee on an Arbitration Board. Within fourteen (14) days after receipt of the grievance, the other party shall answer by mail or email indicating the name and address of its nominee to the Arbitration Board. The parties shall then consult to select an impartial Chairperson. If further time is requested, it shall be mutually agreed upon. If it is mutually satisfactory to both parties a single arbitrator may be used and all provisions of this Article shall apply, with the necessary revisions.
- 26.11 FAILURE TO APPOINT - If the recipient of the notice in A. 26.10 above fails to appoint a nominee or if the parties fail to agree upon a Chairperson within fourteen (14) days of the appointment of the parties' nominees, the appointment may be made by the Minister responsible for Labour, upon request by either party.
- 26.12 ARBITRATION PROCEDURE - The Board of Arbitration may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. Unless otherwise arranged by the chair the hearing shall commence within twenty (20) days of the date of appointment of the chair, and unless otherwise agreed to by the parties, a decision shall be rendered within twenty (20) days of completion of the hearing.
- 26.13 DECISION OF THE BOARD - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

**26.14 DISAGREEMENT ON DECISION** - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.

**26.15 EXPENSES OF THE BOARD** - Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
  - a. One-half the fees and expenses of the Chairperson, including any expenses of the hearing.

**26.16 Saturdays, Sundays, and Statutory Holidays** as defined in this Agreement shall not be included in the computation of any time limits in this Article.

#### ARTICLE 27 – COST OF LIVING DIFFERENTIAL

Where the Average Annual (January to December) 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 base 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 base salary for year (ie. :#3 - #1 = base salary adjustment)	0%	1%
#5.	Lump sum payment (ie. : #3 - #1 = base salary adjustment)	0%	1%

## ARTICLE 28 – JOB POSTINGS

- 28.01 When the Employer determines to fill a vacancy or create a new position within the UPSE Bargaining Unit, the Human Resources Department will **ensure** that the nature of and information contained in each **UPSE** job posting is consistent and applicable and in accord with City sanctioned job descriptions and appropriate collective agreements and/or City policies.
- 28.02 Vacancies or new positions must first be posted within the UPSE bargaining unit for for one (1) week. If three or more qualified candidates apply, the applications of those candidates must be fully processed before the position can be posted to all City of Charlottetown employees and/or externally. Selection for posted positions shall be on a competitive basis.
- 28.03 If fewer than three (3) qualified candidates apply, the Employer can post the vacancy or new position to all City of Charlottetown employees and/or externally. Selection for posted positions shall be on a competitive basis. Where the City posts to all City employees and/or externally, an application from any qualified UPSE bargaining unit employees shall be included in the competition (i.e. the employee does not have to reapply).
- 28.04 The HR Department will receive all applications and will record the date the applications are received. No applications received after the closing date shall be accepted. All applications must be in writing and must clearly indicate the position that is being applied for. Candidates are responsible for ensuring that their application is complete and discloses all applicable qualifications and experience.

## ARTICLE 29 – TEMPORARY EMPLOYEES

- 29.01 Only the provisions contained in this Article shall apply to temporary employees. Any articles of the Collective Agreement not stated as being applicable in this Article do not apply to temporary employees.
- 29.02 Temporary employees are employees who are hired by the City for fixed periods of time. (the “temporary period”).
- 29.03 Temporary employees will be probationary for the first six (6) months of a temporary period. In the event a temporary employee applies for and obtains a permanent position, the temporary employee will be required to serve a probationary period in their permanent position, equal to the probationary period the City requires of permanent employees in the same or a similar position.
- 29.04 The rate of pay for a temporary employee will be equal to the rate of pay for a permanent employee in the same classification. In the event there is no permanent classification for the work being contracted, the City shall set the rate of pay and advise the Union of the rate of pay pertaining to the position. Temporary employees shall not be entitled to any step increases during their temporary period.

- 29.05 Temporary employees whose term of employment is six (6) months or less shall earn vacation pay at the rate of six (6) percent of their regular wages, which shall be paid to the temporary employee on their biweekly pay. Temporary employees whose term is for more than six (6) months shall be entitled to three weeks of vacation time off per calendar year, prorated for any partial calendar year.
- 29.06 A temporary employee will earn sick leave in accordance with Article 13 of this Agreement, except as modified herein. A temporary employee shall not be paid out for any accrued but unused sick leave at the end of a temporary period (A. 13.04). At the end of a temporary period the temporary employee's accrued sick leave bank shall be adjusted to zero days. Accrued and unused sick leave cannot be carried over from one temporary period to a subsequent temporary period and cannot be carried forward to a permanent position.
- 29.07 Temporary employees are entitled to family leave as per A. 14.03 of this Agreement.
- 29.08 During a period of temporary employment, a temporary employee shall be able to apply for any posted positions in the UPSE bargaining, unit after three (3) months of temporary employment.
- 29.09 If a temporary employee applies for a permanent UPSE position while employed as a temporary employee, and is the successful candidate, the temporary employee may carry forward into their permanent employment one half (1/2) their temporary service period for the purpose of calculating their entitlement for service pay and vacation only.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be effective for the period January 1, 2020 to December 31, 2024 and shall remain in effect thereafter until a new agreement is signed.

30.02 Unless stated otherwise, all benefits, excluding wages, shall become effective from the first full pay period following the signing of the collective agreement. Wages shall be in accordance with Appendix A.

30.03 Employees who terminated employment with the Employer between January 1, 2020 and the date of signing of this Agreement shall be entitled to receive full retroactivity on wages for the period the employee was employed.

30.04 Employees shall receive all retroactive pay adjustments within sixty (60) calendar days of the signing date of the agreement.

SIGNED SEALED AND DELIVERED  
in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

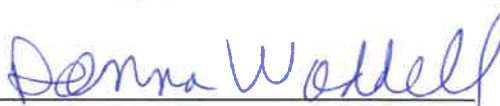
SIGNED SEALED AND DELIVERED  
in the presence of:

  
\_\_\_\_\_  
Witness

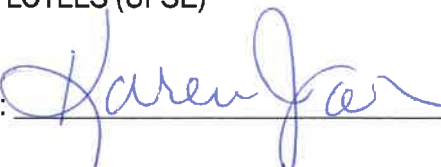
  
\_\_\_\_\_  
Witness

CITY OF CHARLOTTETOWN

  
PER: \_\_\_\_\_  
MAYOR

  
PER: \_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

UNION OF PUBLIC SECTOR  
EMPLOYEES (UPSE)

  
PER: \_\_\_\_\_

  
PER: \_\_\_\_\_

APPENDIX A – “JOB CLASSIFICATIONS AND SCALE OF WAGES”	
Position	Band
Public Works Field Coordinator Economic Development Officer Controller Senior Finance Officer Superintendent WWTP (DRC) Engineer - Water & Sewer Events Development Officer Superintendent Water & Sewer Utility (DRC)	6
Superintendent (Parks and Recreation, Public Works) Works Field Supervisor - Water & Sewer Utility Heritage Officer <b>Forest and Environmental Officer</b> Chief Building Inspector <b>Development Engineer</b> Sustainability Officer Planner II Program Coordinator	5
Building Inspector II Finance/Systems Administrator Project Accountant <b>IT Specialist</b> Parks Foreman Tourism Officer Project Officer Planner 1	4
Assistant Program Coordinator Building Inspector 1 <b>Communications Coordinator</b> Heritage Researcher & Collections Coordinator Intake Officer/ AA Planning Finance Technician <b>IT Support Technician</b> <b>Urban Forest Technician</b> Purchasing Officer	3
Accounting /Clerical Clerk (PW & Finance) Administrative Assistant Technical and AA - Planning <b>Tourism Coordinator</b> Accounts Payable Clerk	2

## SCALE OF WAGES

YEAR	2020				
NEGOTIATED INCREASE	2.0%				
	Step 1	Step 2	Step 3	Step 4	Step 5
Band 2	\$ 46,875.12	\$ 49,082.40	\$ 51,287.64	\$ 53,493.90	\$ 55,147.32
Band 3	\$ 52,628.94	\$ 55,105.50	\$ 57,582.06	\$ 60,059.64	\$ 61,916.04
Band 4	\$ 59,497.62	\$ 62,297.52	\$ 65,096.40	\$ 67,896.30	\$ 69,997.50
Band 5	\$ 67,177.20	\$ 70,339.20	\$ 73,500.18	\$ 76,662.18	\$ 79,032.66
Band 6	\$ 70,705.38	\$ 74,032.62	\$ 77,359.86	\$ 80,688.12	\$ 83,183.04

YEAR	2021				
NEGOTIATED INCREASE	2.0%				
CPI	2.1%				
	Step 1	Step 2	Step 3	Step 4	Step 5
Band 2	\$ 48,816.69	\$ 51,115.39	\$ 53,411.97	\$ 55,709.62	\$ 57,431.52
Band 3	\$ 54,808.83	\$ 57,387.97	\$ 59,967.11	\$ 62,547.31	\$ 64,480.60
Band 4	\$ 61,962.01	\$ 64,877.88	\$ 67,792.69	\$ 70,708.56	\$ 72,896.80
Band 5	\$ 69,959.68	\$ 73,252.65	\$ 76,544.56	\$ 79,837.53	\$ 82,306.19
Band 6	\$ 73,634.00	\$ 77,099.05	\$ 80,564.11	\$ 84,030.22	\$ 86,628.48

YEAR	2022				
NEGOTIATED INCREASE	2.0%				
	Step 1	Step 2	Step 3	Step 4	Step 5
Band 2	\$ 49,793.02	\$ 52,137.70	\$ 54,480.21	\$ 56,823.81	\$ 58,580.15
Band 3	\$ 55,905.01	\$ 58,535.73	\$ 61,166.45	\$ 63,798.26	\$ 65,770.21
Band 4	\$ 63,201.25	\$ 66,175.44	\$ 69,148.55	\$ 72,122.74	\$ 74,354.73
Band 5	\$ 71,358.87	\$ 74,717.70	\$ 78,075.45	\$ 81,434.28	\$ 83,952.32
Band 6	\$ 75,106.68	\$ 78,641.03	\$ 82,175.39	\$ 85,710.83	\$ 88,361.05

YEAR	2023				
NEGOTIATED INCREASE	2.0%				
	Step 1	Step 2	Step 3	Step 4	Step 5
Band 2	\$ 50,788.88	\$ 53,180.45	\$ 55,569.82	\$ 57,960.29	\$ 59,751.76
Band 3	\$ 57,023.11	\$ 59,706.44	\$ 62,389.78	\$ 65,074.22	\$ 67,085.62
Band 4	\$ 64,465.28	\$ 67,498.95	\$ 70,531.52	\$ 73,565.19	\$ 75,841.83
Band 5	\$ 72,786.05	\$ 76,212.06	\$ 79,636.96	\$ 83,062.96	\$ 85,631.36
Band 6	\$ 76,608.81	\$ 80,213.85	\$ 83,818.90	\$ 87,425.04	\$ 90,128.27



YEAR	2024				
NEGOTIATED INCREASE	2.0%				
	Step 1	Step 2	Step 3	Step 4	Step 5
Band 2	\$ 51,804.66	\$ 54,244.06	\$ 56,681.21	\$ 59,119.49	\$ 60,946.79
Band 3	\$ 58,163.57	\$ 60,900.57	\$ 63,637.58	\$ 66,375.71	\$ 68,427.33
Band 4	\$ 65,754.58	\$ 68,848.93	\$ 71,942.15	\$ 75,036.49	\$ 77,358.66
Band 5	\$ 74,241.77	\$ 77,736.30	\$ 81,229.70	\$ 84,724.22	\$ 87,343.99
Band 6	\$ 78,140.99	\$ 81,818.13	\$ 85,495.27	\$ 89,173.54	\$ 91,930.84