

COLLECTIVE AGREEMENT

BETWEEN

**THE CITY OF CHARLOTTETOWN
CHARLOTTETOWN PEI**

AND

**VOLUNTARY ASSOCIATION OF
CHARLOTTETOWN EMPLOYEES
(V.A.C.E.)**

FOR THE PERIOD JANUARY 1, 2016 - DECEMBER 31, 2019

TABLE OF CONTENTS

ARTICLE 1 – HOURS OF WORK 2
ARTICLE 2 - OVERTIME..... 3
ARTICLE 3 – INDEMNITY..... 3
ARTICLE 4 - ANNUAL VACATION LEAVE 3
ARTICLE 5 - STATUTORY/CIVIC HOLIDAYS 4
ARTICLE 6 - SICK LEAVE 5
ARTICLE 7 - LEAVE OF ABSENCE..... 6
ARTICLE 8 - STORM DAYS 9
ARTICLE 9 - CITY VEHICLES, TRAVEL ALLOWANCES, MILEAGE CLAIMS 10
ARTICLE 10 - SAFETY AND HEALTH 10
ARTICLE 11 - HEALTH AND INSURANCE BENEFITS..... 11
ARTICLE 12 – WORKERS COMPENSATION BENEFIT..... 11
ARTICLE 13 - SERVICE PAY 12
ARTICLE 14 - RETIREMENT AND RETIREMENT PAY 12
ARTICLE 15 - PENSIONS..... 12
ARTICLE 16 - SALARY/WAGES..... 13
ARTICLE 17 - DISCIPLINE AND DISCHARGE..... 13
ARTICLE 18 - GRIEVANCE PROCEDURE 14
ARTICLE 19 – COST OF LIVING DIFFERENTIAL 15
ARTICLE 20 – JOB POSTINGS 16
ARTICLE 22 – TERM OF AGREEMENT 17
APPENDIX A - JOB CLASSIFICATIONS AND SCALE OF WAGES.....18
APPENDIX B – MEMORANDUM – CONTINUING EDUCATION AND TRAINING....20

COLLECTIVE AGREEMENT

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

AND: VOLUNTARY ASSOCIATION OF CHARLOTTETOWN
EMPLOYEES (V.A.C.E.)

MANAGEMENT RIGHTS

The Association 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 V.A.C.E. with up-to-date versions of any revised or new City policies related to the following terms and conditions of employment.

ARTICLE 1 – HOURS OF WORK

- 1.01 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.
- 1.02 Summer hours shall occur during the period as determined by the City.
- 1.03 The hours of work as contained herein may be varied when circumstances have a bearing on the work to be performed.

ARTICLE 2 - OVERTIME

- 2.01 In lieu of overtime worked in any given year, one additional week shall be added to the employee's vacation.

ARTICLE 3 – INDEMNITY

- 3.01 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.
- 3.02 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 4 - ANNUAL VACATION LEAVE

- 4.01 (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) Beginning with newly hired employees after the date of signing this collective agreement, in the first year of employment, vacation will be 15 working days prorated to the calendar year based on hire date.**
- 4.02 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.
- 4.03 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.

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

4.05 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.

4.06 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 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 C.A.O. (Notification to H.R. Department). **Vacation carry-over cannot be used in conjunction with approved income averaging arrangements in Article 7.07.**

ARTICLE 5 - STATUTORY/CIVIC HOLIDAYS

5.01 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 | (f) Canada Day |
| (b) Islander Day | (g) Labour Day |
| (c) Good Friday | (h) Thanksgiving Day |
| (d) Easter Monday | (i) Remembrance Day |
| (e) Victoria Day | (j) Christmas Day |
| | (k) Boxing Day |

(l) Natal Day if proclaimed by the City as a holiday; if Natal Day is not proclaimed, employees will be entitled to one floating holiday.

(m) 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.

5.02 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.

- 5.03 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.
- 5.04 Employees working on a statutory holiday as defined in Article 5.01 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 6 - SICK LEAVE

- 6.01 **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.
- 6.02 **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.
- 6.03 **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.
- 6.04 **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 13.02 (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.
- 6.05 **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.

- 6.06 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.

- 6.07 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 Section 14.02(a) of this Agreement, but in no case shall the days be less than zero.

ARTICLE 7 - LEAVE OF ABSENCE

- 7.01 **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.

7.02 EDUCATIONAL LEAVE - Leave of absence with pay and upon notice may be granted to allow employees time to write examinations to improve qualifications in the service of the City with the approval of the Employer.

7.03 FAMILY LEAVE - Where no one other than the employee can provide for the needs during illness of an Immediate Family member as defined in 7.01 (a), an employee may be granted up to forty (40) 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.

7.04 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.

7.05 OTHER LEAVE - At the discretion of the Employer, an employee may leave the service temporarily, for educational purposes upon request and without pay for a period not exceeding one (1) year.

7.06 GENERAL LEAVE - Leave of absence without pay may be granted to an employee, subject to operational requirements and City policies, for a time period of up to two years. Extensions may be considered subject to the City's operational requirements and policies.

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.

7.07 INCOME AVERAGING LEAVE - Subject to work requirements and the approval of senior management, employees may apply for a leave of absence without pay for up to four weeks and request that their income be averaged over the entire one-year period. Applications for this leave must be made at the beginning of the calendar year and are subject to the approval of the Manager/Director or Chief Administrative Officer as appropriate.

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

7.08 MATERNITY/PARENTAL/ADOPTION - 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 7.08(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.

7.09 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 7.01(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.

(c) 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.

ARTICLE 8 - STORM DAYS

8.01 The City's municipal office buildings shall remain open to the public during business hours in the event of inclement conditions. During a severe storm event the City of Charlottetown's municipal offices shall be closed, delay opening or close early where possible, in accordance with Provincial Government offices in Charlottetown.

Senior Management shall implement necessary procedures to ensure the provision of necessary services to its residents, as well as taking into consideration the safety of its employees. Any requested and approved leaves of absence will not be adjusted as a result of delays or closures.

If the Provincial Government offices in Charlottetown re-open the workplace during the work day after a weather event, employees are to make every reasonable effort to attend the workplace as soon as it is safe to do so. Employees are expected to use good judgement to determine if and when it is safe to return to the workplace, however if the decision is to remain at home after the workplace has re-opened it is expected that vacation time will be utilized or the time off will be unpaid.

If circumstances dictate that the employee is unable to return to the workplace it is expected that there will be communication between the employee and their supervisor regarding the details.

ARTICLE 9 - CITY VEHICLES, TRAVEL ALLOWANCES, MILEAGE CLAIMS

9.01 City Vehicles shall be provided to those Departments as determined by Council (i.e. Police, Utility, Public Works, Recreation, Fire Investigations) and assigned to employees as determined most appropriate by the Department Manager or designate for the purpose of performing department responsibilities and functions.

(a) All employees driving City vehicles agree that the Employer has the right to access current driving records of any employee as required for purposes of insurance, verification of valid driver's license.

(b) All gasoline and maintenance expenses shall be purchased by means of a Purchase Order, or credit card, at the pre-determined place of business.

(c) Employees are not to use City vehicles for personal uses or take vehicles home at the end of a work day unless prior authorization is obtained.

9.02 Car Allowances shall not be provided to any employee.

9.03 Mileage Claims shall be available to reimburse any employee required to use their own vehicle for City use as authorized by the Department Manager.

Employees shall be reimbursed at rates to be set by the City from time to time. Such reimbursement shall not include the distance driven by the employee between their residence and place of work.

9.04 Automobile Accidents involving City vehicles shall be reported to the Department Manager immediately.

9.05 Traffic Violations and associated fines or penalties are the responsibility of the employee operating the vehicle at the time of the infraction and will not be borne by the City.

ARTICLE 10 - SAFETY AND HEALTH

10.01 COOPERATION ON SAFETY – The Employer and VACE 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.

10.02 EMPLOYEE REHABILITATION – Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer

and the Association agree to cooperate in encouraging employees afflicted with an addiction to undergo a coordinated program directed to the objective of their rehabilitation.

- 10.03 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 11 - HEALTH AND INSURANCE BENEFITS

- 11.01 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.
- 11.02 The Employer shall administer a Long Term Disability Plan for all employees of the Association. 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 12 – WORKERS COMPENSATION BENEFIT

12.01 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 13 - SERVICE PAY

13.01 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 14 - RETIREMENT AND RETIREMENT PAY

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

14.02 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 Section **14.02(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 15 - PENSIONS

15.01 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.

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

ARTICLE 16 - SALARY/WAGES

16.01 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.

16.02 Step increases, within the applicable Band, shall be determined annually through a performance evaluation process.

16.03 Annual wage adjustments will be a matter of negotiation between V.A.C.E. and the City.

16.04 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, the employee shall be paid acting pay to be effective the day he/she 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 his/her 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 VACE.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

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

17.02 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 a V.A.C.E. representative.

17.03 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 V.A.C.E. 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.

- 17.04 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 18 - GRIEVANCE PROCEDURE

18.01 RECOGNITION OF V.A.C.E.

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the V.A.C.E. representative who may assist any employee in preparing and presenting the employee's grievance in accordance with this grievance procedure.

V.A.C.E. shall notify the Employer in writing of the name(s) of the representative(s) who will be assisting affected employee(s).

18.02 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 or a case where the Employer or the Association has allegedly acted unjustly or improperly.

18.03 SETTLING OF GRIEVANCES

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

Step 1

Within three (3) days of the alleged violation, the employee will first seek to settle the dispute with the Supervisor concerned.

Step 2

Failing satisfactory settlement of the dispute in Step 1, within five (5) working days after the expiry period in Step 1, the employee(s) concerned, together with a V.A.C.E. representative(s), shall submit to the affected 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 and shall declare the

Employer's position and render the Employer's decision in writing within five (5) working days after the meeting.

STEP 3 - Failing agreement being reached in Step 2, within ten (10) working days after the Manager renders a decision at Step 2, a written grievance shall be filed with the Chief Administrative Officer. The Chief Administrative Officer shall hold a meeting with the Association, the Grievor(s) and the Supervisor involved to discuss the grievance, but in any event, shall render a decision in writing within ten (10) working days after receipt of the grievance. The decision of the Chief Administrative Officer shall be final and binding on all parties.

18.04 REPLIES IN WRITING

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

ARTICLE 19 – 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 20 – JOB POSTINGS

When the Employer determines to fill a vacancy or create a new position within the VACE Bargaining Unit, the Human Resources Department will insure that the nature of and information contained in each VACE job posting is consistent and applicable and in accord with City sanctioned job descriptions and appropriate collective agreements and/or City policies.

(a) Internal Job Postings: All job postings must be advertised internally to all City of Charlottetown employees for a minimum of one (1) week.


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.

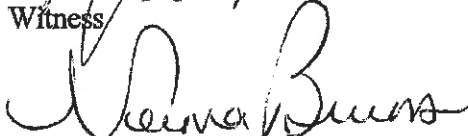
(b) External Job Postings: No outside advertisement for any vacancy shall be placed until the applications of present City employees have been fully processed, except by mutual agreement of the parties.

ARTICLE 22 – TERM OF AGREEMENT

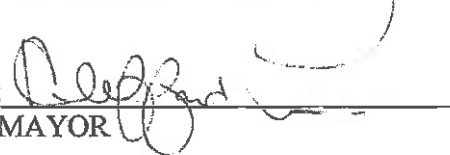
22.01 This Agreement shall be binding and remain in effect from January 1, 2016, to December 31, 2019, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least one month prior to the 31st day of December in any year that it desires its termination or amendment.

SIGNED SEALED AND DELIVERED
in the presence of:


Witness


Witness

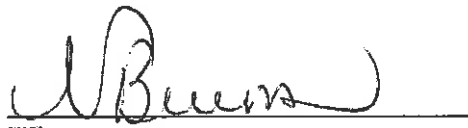
CITY OF CHARLOTTETOWN

PER: 
MAYOR

PER: 
CHIEF ADMINISTRATIVE OFFICER

SIGNED SEALED AND DELIVERED
in the presence of:


Witness


Witness

VOLUNTARY ASSOCIATION OF
CHARLOTTETOWN EMPLOYEES
(V.A.C.E.)

PER: 
V.A.C.E. CO-CHAIR

PER: 
V.A.C.E. SECRETARY

APPENDIX B - MEMORANDUM OF UNDERSTANDING

CONTINUING EDUCATION AND TRAINING

The City and VACE have indicated their mutual interest in advancing continuous learning for employees through education and training. The parties agree that employee learning and development programs have positive effects on quality of work, productivity and morale. Investing in employee learning and development is an essential part of maintaining a high performing workforce and a valuable tool in succession planning.

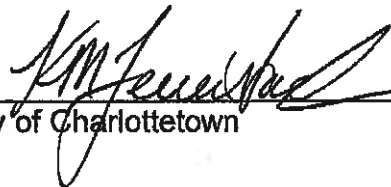
A learning culture ensures that employees have the skills and knowledge to excel in their current jobs and supports employee development. Employees' active participation in learning is integral to successful succession planning and career advancement.

Upon the signing of this collective agreement a training committee will be convened, consisting of the following:

- Two representatives of the City
- Two representatives of VACE

These members will meet and draft the terms of reference for the Training Committee within six (6) months of the date of signing of this collective agreement (unless the parties agree to an extension). The terms of reference shall be subject to unanimous agreement of the members of the Committee.

Signed on behalf of the parties at Charlottetown, P.E.I. this 7th day of March, 2017



City of Charlottetown



V.A.C.E.