

THIS AGREEMENT made this ____ day of _____, 2015

BETWEEN

The City of Summerside in the Province of Prince Edward Island, hereafter called the *City* of the first part.

AND

Local Union 1928, International Brotherhood of Electrical Workers [A.F.L. - C.I.O. C.F.L.] hereafter called the *Local Union* of the second part.

The Local Union has represented to the City that the majority of the employees of the City in the classifications set out in Clause 4, hereof, are members in good standing of the Local Union and the Local Union has also represented to the City that it has been Certified under the Trade Union Act., R.S.P.E.I., 1971, Article 12[4] as bargaining agency of the employees of the City in the classifications set out in Clause 4 thereof.

Therefore, the Parties agree to a Collective Agreement as follows:

ARTICLE 1- PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement
- [1] To maintain and improve harmonious relations and settle conditions of employment between the City and the Union.
 - [2] To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services and etc.
 - [3] To encourage efficiency in operations.
 - [4] To promote the morale, well-being and security of all.
- 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.
- 1.03 During the life of this Agreement, the Union agrees that there will be no strikes, slow-downs, or cessation of work, and the City further agrees that there will be no lock-out.
- 1.04 In reading this Agreement, the words his or he shall be interpreted to mean her or she where applicable.

ARTICLE 2- RECOGNITION

- 2.01 The City shall deal with the accredited representatives of the Local Union 1432, International Brotherhood of Electrical Workers, as the sole collective bargaining agency for all employees of the City in classifications set out in Clauses 4.01 and 4.03 hereof.
- 2.02 To attain an equitable relationship of work and wages, there shall be classification and valuation of employees' positions, in accordance with the nature of the work and responsibility involved.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The City shall retain the right to exercise customary and regular functions of management; however, the right of the Union to bring a Grievance alleging abuse of these rights, as they affect the Agreement, is recognized.

ARTICLE 4 - EMPLOYEES AFFECTED

General Provisions

- 4.01 This Agreement shall apply to all employees of the City of Summerside, engaged as clerical workers employed by the City in the Province of Prince Edward Island, but, excluding management personnel and those employed as clerical workers in the Police Department and Fire Department employees.

- 4.02 The job description and classifications may be revised jointly from time to time during the term of this Agreement.
- 4.03 Any new job classification which may be created within the scope of this Agreement shall be negotiated within the new permanent job classification being created and appended to this Agreement.
- 4.04 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 of instruction, experimentation, vacations, or emergencies for short periods only, bearing in mind that it is the duty of the Department Head to direct such personnel in order to provide optimum service to the public, and the right of the City to conduct its business in accordance with its commitments and responsibilities.

Permanent Employee

- 4.05 A Permanent Employee means:
- (1) a full time employee who works a regular schedule of hours as listed in Article 7.01 and who has completed the probationary period.
 - (2) a part-time employee who works less than the fully prescribed hours of work on a recurring and regularly scheduled basis and who has completed the probationary period of six (6) months and is entitled to all benefits of this agreement on a pro-rated basis, to the extent allowed by the provider of those benefits.

Temporary Employee

- 4.06 A Temporary Employee means an employee other than a permanent employee, employed to fill a Temporary Position of a duration of more than 2 months and less than 24 months.
- 4.07 All temporary employees shall receive 100% of the rate for the first level of the classification while they perform in a temporary position.
- 4.08 All temporary Employees shall pay Union dues and shall be obligated to and benefit only from the following provisions of this Collective Agreement: 1, 2, 3, 4 (as applicable), 5, 7, 8, 10, 12, 14, 16.01 (except with regards to discharge), 16.03, 17 (except with regards to discharge), and 18. Nevertheless, if an employee is hired in a permanent position without a break in temporary employment in excess of twenty-one (21) days, upon completion of the probationary period, seniority shall be retroactive to include the period of temporary employment.

Casual Employees

- 4.09 A Casual Employee means an employee who is employed to work in any given Temporary Position for a period of 2 months or less. A performance appraisal shall be provided upon completion of six (6) continuous months of work in any combination of casual or temporary employment.

- 4.10 Casual Employees, as defined in 4.09 shall be paid 100% of the rate for the first level of the position or classification in which they are working. Casual employees shall pay union dues in an amount to be determined by the union and shall benefit from the provision of this Agreement concerning Hours of Work pursuant to article 7, Overtime pursuant to article 8, and, provided they fall within the scheduled work period and the Casual Employee has worked their regularly scheduled day before and after the Holiday, the ten (10) named Paid Holidays provided in article 10.1.

Temporary Positions

- 4.11 A Temporary Position means a position which is less than 24 months, and which is: (1) vacant due to the absence of a permanent employee through illness, accident, vacation or approved leave of absence; or (2) created for a specific purpose.
- 4.12 When a Temporary Position of more than 2 months but less than 24 months is available, the position will be posted pursuant to article 21 herein and Permanent Employees who have the qualifications shall be given first chance at that position. The position left vacant by a Permanent Employee filling a Temporary Position may be filled by a Temporary Employee. Any position occupied by a Temporary Employee, or Permanent Employee on a temporary basis, shall be assumed by the incumbent of the permanent position upon the incumbent's scheduled return to duty. Notwithstanding the above, with the consent of the employer, in exceptional circumstances, the incumbent may resume his/her position before his/her scheduled return date. Should: (1) the incumbent of the position not return to duty; or (2) the position be established on a permanent basis, the provisions of Article 21 shall apply.
- 4.13 An employee who applies for and receives a Temporary Position in accordance with the provisions of this Collective Agreement shall be required to complete the term of the position before he/she shall be permitted to commence another Temporary Position. Nevertheless, the dates of the Temporary Position shall be specified where possible. The employee may apply for and commence a permanent position before completing any Temporary Position.

New Employees

- 4.14 New employees of the City of Summerside, hired in a permanent position, covered by this Agreement, shall be considered on a probationary basis for a period of six [6] months from the date of hiring. A performance appraisal will be given upon completion of four (4) continuous months of work. Upon completion of the probationary period, seniority shall be effective from the original date of employment in the permanent position. Upon written notice being provided by management, this probationary period may be extended for an additional period, not to exceed ninety [90] days, if in the opinion of management, such extension is considered warranted. Written notice of such extension and the reasons thereof shall be given to the employee and the union. During the initial six (6) month probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge and Health Insurance pursuant to s. 13.01 herein. During the any probationary period extension, permanent employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary

period without recourse to the grievance procedure, unless the Union claims discrimination as the basis of termination. Upon completion of the probationary period, the employees shall be considered to be permanent and seniority shall be effective from the original date of employment. Probationary employees employed in classifications outlined in Article 4.02 shall agree to pay the Union, through a check-off, an amount equivalent to Union.

Conflicting Agreements

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

ARTICLE 5 - WAGES

5.01 The rates of pay to be paid in the classifications set out in Article 4 hereto shall be in accordance with Schedule B hereto annexed.

5.02 Whereas the City, on its part, agrees to pay the rates set forth in the attached schedule, the local Union, on its part, agrees to the principle of a full day's work for a full day's pay and violation of this principle shall be recognized as sufficient cause for discharge.

5.03 When an employee is promoted to a higher classification, the practise shall be to take the present pay scale, fit it closest [and not below] the same pay rate in the new classification, and then progress on the anniversary date of employment in the new position to each new level in the pay scale for the new classification.

ARTICLE 6 - WAGES FOR TEMPORARILY ASSIGNED EMPLOYEES

6.01 [a] When a regular employee is temporarily assigned for more than 7 consecutive hours to a higher classification, the practice shall be to take their present pay scale and fit it closest, and not below to the same pay rate in the temporarily assigned classification retroactive to the first hour worked.

ARTICLE 7 - HOURS OF WORK

The following shall constitute a standard working day and week:

7.01 The regular work day will be seven [7] hours and the regular work week will be five [5] days. Normal office hours will be from 8:30 a.m. to 4:30 p.m., Monday through Friday, with one [1] hour off for lunch. Normal office hours may be altered by mutual consent of both parties.

Summer hours shall be in effect from the first full week in April to the last full week in October inclusive.

Work hours during summer hours shall be thirty-five [35] hours per week, excluding Saturday and Sunday, and shall be from 8:30 a.m. to 4:00 p.m., with 1/2 hour for lunch. Shift work may apply in cases of emergency only for present employees.

Shift work may apply if the City decides to introduce extra shifts, in which case, personnel shall be hired on that basis.

7.02 The hours of work for the Office Clerk Municipal Services and the Steno/ Receptionist - Technical Services shall be eight [8] hour days, five [5] days per week.

7.03 Employees shall be allotted two rest periods of 10 minutes per day. In line with operation requirements, one rest period will be taken during the 1st half of the employee's shift and the second rest period will be taken in the second half of the employee's shift.

ARTICLE 8 - OVERTIME

8.01 Overtime must be authorized in advance by the Department Head or delegated authority, and no payment shall be made for overtime for which such advance authorization is not given.

8.02 After working the regular working day, overtime shall be paid at the rate of one and one-half [1 1/2] the regular rate for the next seven [7] hours worked, and any hours worked after midnight will be double time, except all day Sunday when double time shall prevail.

8.03 All workers required to remain on duty for shift or emergency work on Paid Holidays as designated in Article 10 herein, shall receive one and one-half [1 1/2] time on hourly rates in addition to the normal day's pay.

8.04 Banking of Overtime

[1] An employee may elect not to receive pay for overtime and have such overtime hours credited at premium rates to a bank for later time off. Example:

Eight [8] hours worked at one and one half [1 1/2] equals twelve [12] hours banked. Six [6] hours worked at double time equals twelve [12] hours banked.

[2] Total eligible time off hours in the bank shall not exceed fifty-two and one-half [52 1/2] hours per annum, which must be taken before December 31 of each year, or the balance will be paid out.

[3] The employee and the section supervisor must agree when time off is taken.

[4] The employee must request five [5] working days in advance, on a form provided. The section supervisor, at his discretion, may waive the five [5] day requirement in exceptional circumstances.

[5] An employee called to work when utilizing banked time off shall be paid the rate applicable to the time period worked and the banked hours unused shall be returned to the bank.

ARTICLE 9 - ANNUAL VACATION

- 9.01 An employee shall receive an annual vacation with pay in accordance with employee's years of employment as follows:
- [1] Three [3] weeks vacation after one [1] year of employment;
 - [2] Four [4] weeks vacation after five [5] years of employment;
 - [3] Five [5] weeks vacation after fifteen [15] years of employment.
 - [4] Six [6] weeks vacation after thirty two [32] years of employment.
- 9.02 If an employee elects to take no vacation, he is not entitled to any credit for or pay in lieu thereof.
- 9.03 Department Heads are responsible for arranging vacation schedules so that work will be done efficiently and without interruption. It is the policy of the City of Summerside that all vacations shall be taken in the calendar year. When vacations are scheduled, every reasonable effort will be made to give the employee the vacation time requested by him/her. However, if due to work requirements, the City is unable to grant vacation time within the calendar year, such vacation time shall be carried over to the following year.
- 9.04 When a legal holiday or holidays occur during an employee's annual vacation, or time off, such employee, if a permanent employee, shall receive the holiday on another day such as the preceding Friday or the following Monday, at the Department Head's discretion.
- 9.05 A holiday list will be prepared not later than May 1 of each year, and will be approved by the Department Head. Except in the case of accident or serious illness among the staff, this list shall not be amended except by the mutual consent of both parties.
- 9.06 If an employee is called in to work anytime during his or her scheduled vacation, the employee shall be paid double [2] his or her regular rate of pay for all time worked during his or her regular working hours, and his or her vacation, with pay, will be rescheduled at a mutually agreed upon time.
- 9.07 If an employee falls ill or is injured during his or her scheduled vacation, once suitable medical documentation has been submitted to the City, that employee shall be re-credited the lost vacation leave and the employee's sick leave will be debited correspondingly.

ARTICLE 10 - PAID HOLIDAYS

- 10.01 The following shall be considered paid Holidays and shall be paid at the regular rate of pay to permanent employees who are not obligated to perform service on such days:
- [1] New Year's day
 - [2] Good Friday
 - [3] Canada Day, i.e. July 1
 - [4] Victoria Day
 - [5] Thanksgiving Day

- [6] Labour Day
- [7] Remembrance Day
- [8] Christmas Day
- [9] Boxing Day
- [10] Lobster Carnival Parade Day
- [11] Islander Day

And all other such days approved by proclamation of the Governor General of Canada, the Lieutenant Governor of Prince Edward Island, or the City Council of the City of Summerside.

One half [1/2] day shall be granted to all employees on Christmas Eve. One-half [1/2] day on New Year's Eve shall be granted, work load permitting.

In addition, each employee shall be granted two [2] float days to be used in the calendar year.

10.02 All hours of work performed during the normal working hours on the above named holidays, shall be paid for at time and one half [1 2] in addition to the day's pay.

10.03 In order to be eligible for paid holidays, the employee must not have been absent on the working day next preceding and/or next following the paid holidays, unless permission was first received from the City.

10.04 If any of the holidays occur on a Saturday or Sunday, they will be observed on the following Monday, except in the case of Christmas Eve or New Year's Eve, which will be observed on the preceding Friday.

ARTICLE 11 - ABSENCE FROM WORK

11.01 [a] Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Board. In case of sickness, every reasonable effort shall be made by the employee to inform his Supervisor or Department Head within a reasonable time before he is to report to work.

[b] Every year, a maximum of three (3) of the employee's available sick days may be used as Family Care Days, for the employee to tend to medical issues of the employee's immediate family. An employee may be required to produce a medical certificate. No carry-over will be permitted on the use of sick days as Family Care Days

- 11.02 **Amount of Sick Leave**
Sick leave shall be earned by permanent employees on the basis of one and one-half [1.5] days for each month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for future benefits up to and including one hundred and fifty [150] days.
- 11.03 **Proof of Illness**
An employee shall be required to produce a certificate from a qualified Medical Practitioner for any illness in excess of two [2] days certifying that such employee is unable to carry out his duties due to illness. In any calendar year, two sicknesses with a maximum of two [2] days each without a doctor's certificate are permitted. Absence in excess of the above may require a doctor's certificate. The union and the City agree to work together in decreasing unnecessary time lost. The City reserves the right to request an examination by a doctor of its choice and the expense of such an examination will be borne by the City.
- 11.04 **Severance or Retirement Allowance**
A permanent employee having accrued sick leave to his credit shall, on reaching-retirement due to disability, death or with eligibility for an unreduced pension pursuant to the City's Pension Plan, receive a salary grant in lieu thereof equal to such credit at the rate of pay effective immediately prior to such retirement to a maximum of one hundred and twenty-five [125] days. At the option of the employee, he/she may elect to receive accumulated sick days as days off with pay immediately prior to the individual's retirement, for such period as may be applicable based on the number of sick days accumulated. Any accrued sick leave cash bonus shall be paid to his/her beneficiary to a maximum of one hundred and twenty-five [125] days. A permanent employee having accrued sick leave to his credit shall, on severance or retirement with a reduced pension pursuant to the City's Pension Plan, receive a salary grant in lieu thereof equal to his or her accumulated sick days to a maximum of seventy-five [75] days; such credit shall be at a rate of pay effective immediately prior to severance or early retirement.
- 11.05 Any employee, who because of illness or accident, is demoted or who accepts a lower-rated position and who has given [5] years continuous service, shall retain his former rate of pay until the rate of the position to which he has been demoted or accepted catches up.
- 11.06 **Bereavement Leave**
- [a] Employees who have completed their probation period, shall be granted a special leave of three [3] working days with no loss of pay immediately-following the death of a member of an employee's immediate family, and if burial occurs outside the province, up to five [5] working days. The term *immediate family* shall be interpreted to mean: spouse, common-law spouse, child, sibling, parent, grandparent, mother-in-law or father-in-law. An employee shall be granted two [2] days leave without loss of salary or wages following the death of an aunt, uncle, sister-in-law or brother-in-law.
- [b] A common-law spouse shall include a person who an employee has cohabited with for a minimum of one year. This definition is applicable only to this clause, and will not supersede any Provincial Legislation or Federal Statute.

For the purpose of this article, a common law relationship shall have the same effect as if the partners were legally married; however, an employee in a common-law relationship is not entitled to the benefit of this article for a person to whom they are still legally married or that person's relatives.

[c] For the purposes of this article, parent means an actual parent, guardian, foster-parent, step-parent, or any other person standing *in loco parentis*.

11.07

[a] **Maternity Leave**

Maternity Leave as per the *Employment Standards Act* of the Province of Prince Edward Island. During maternity leave, there will be no loss of acquired benefits and seniority.

[b] **Adoption Leave**

Adoption Leave as per the *Employment Standards Act* of the Province of Prince Edward Island, but without loss of acquired benefits and seniority.

[c] Leave of absence for legitimate personal reasons may be granted to employees without pay for a period not to exceed five [5] days once per year. Requests for such leaves of absence shall be submitted by the employee, in writing, to their Department Head, one [1] month prior to the commencement of the leave. The requirement to give one [1] month's notice may be waived where circumstances make the giving of this advance notice impossible.

11.08

Workers Compensation

[1] All employees subject to this collective agreement shall be covered by the provisions of the Workers Compensation Act of Prince Edward Island.

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

[3] The absence of an employee who is receiving compensation benefits under the Workers Compensation Act, shall not be charged against the employee's sick leave or vacation credits.

[4] The City agrees to pay the employee his/her regular wages for the balance of the day of the accident.

[5] Where the employee's injury is such that the employee's absence from work is payable by the Worker's Compensation Board, the Employee shall not be allowed to use sick days instead of, or in addition to, receiving Worker's Compensation Benefits. As such, in cases where the employee has used sick days during the waiting period and those days are reimbursed to the employee, the employee shall provide such payment directly to the City. Further, where an employee uses sick

days and his injury is discovered by Management to be a work-related injury which should have been the subject of a Worker's Compensation Claim, the employee shall fully reimburse the City for all days taken as sick days as a result of the injury, including any payments made by the City, on behalf of the employee, to any benefit or pension plan.

11.09 **Accumulation of Vacation/Sick Leave Credits**

With the exception of maternity leave, vacation leave, sick leave and short term disability, an employee shall not accumulate vacation or sick leave credits, but shall continue to accumulate seniority, while on long term disability, WCB for more than six (6) months, or any other leave of absence for more than six (6) months in any calendar year.

ARTICLE 12 - NON-DISCRIMINATION

12.01 It is agreed that the local Union will not discriminate against, interfere with, unduly influence, or coerce an employee who is not a member of the local Union. The City also agrees that it will not discriminate against, interfere with, unduly influence, or coerce an employee by reason of his membership in the local Union, or to interfere with the right of the employee in the classification set out in Article 4, hereto, to become members of the local Union.

ARTICLE 13 - INSURANCE

13.01 The City agrees to pay fifty percent [50%] of the cost of hospitalization, surgical and medical insurance program selected by the City and the majority of employees who are covered by the program.

ARTICLE 14 - UNION SECURITY

14.01 All employees covered by the terms of this Agreement shall be required to become members of this Union as a condition of employment from and after ninety [90] days after the date of this Agreement, whichever is later. The City agrees to deduct from the wages of all employees covered by the Agreement, Union Dues, initiation fees or assessment levies, as shall be decided by the Union, provided written authorization is received from the employee as per approved union form. Union dues shall be deducted monthly for full time, temporary and casual employees and shall be forwarded to the Union together with a list of employees within fifteen [15] calendar days following the day period in which the deductions are made.

14.02 **Employees' Rights**

[a] The Union and the City agree that there will be no discrimination because of race, creed, colour, sex, marital status, ethnic or national origin, age, sexual orientation, physical disability or membership, activity or lack of activity in the Union. The clause is to be construed and applied, as nearly as is possible, consistently with and in harmony with the Human Rights Legislation of Prince Edward Island; the intention of the parties being to make any rights and obligations in relation to employment under such Legislation contractual rights enforceable, as if they were rights and obligations under this Agreement, and to extend the prohibition against

discrimination to discrimination because of membership, activity or lack of activity in the Union. The City permits the use of its bulletin boards for the display of any reasonable Union notices.

- [b] *Sexual harassment includes:*
- [1] Unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted.
 - [2] Implied or expressed threat or reprisal in the form, either of actual reprisal or denial of opportunity, for the refusal to comply with a sexually oriented request.
 - [3] Sexually oriented remarks or other behaviour which may reasonably be perceived to create a negative psychological or emotional environment for work.
- [c] The Union and the City recognize the right of employees to work in an environment free from sexual harassment. An employee who wishes to pursue a concern arising from sexual harassment may, with the approval of the Union, submit a complaint in writing which the City shall then investigate. If the investigation discloses sexual harassment, the City shall take such disciplinary action as is necessary to deal with the person engaging in sexual harassment [whether a member of the bargaining unit or not], and it will report the results of its investigation and the action taken to the Union and to the person complaining. If the investigation does not disclose sexual harassment, the City shall report the results of its investigation to the Union and the person complaining.
- The complaint, the investigation, any action taken by the City, the report and any grievance proceedings arising out of the obligations created by this paragraph shall be treated in strict confidence by the City and by the Union
- [d] Prior to taking any action to discipline any employee, the City shall notify the employee that it is considering such action and shall offer to meet with the employee, who is entitled to be accompanied by a representative of the Union, to discuss the action that is being considered and the reason or reasons for such action. If such a meeting occurs, the employee shall be entitled to a second meeting [which, unless the City and the Union otherwise agree, shall take place within forty-eight [48] hours of the end of the first meeting], if the employee requests it, for the purpose of responding to matters brought to the employee's attention at the first meeting.
- [e] Upon an employee's request, any notice of disciplinary action or other document concerning disciplinary action, other than evaluation reports and payroll records, which have been placed in the employee's file shall be removed after two years provided that no further disciplinary action has been recorded during this period.

- [f] An employee who wishes to pursue a concern arising from sexual harassment may also do so through the City's Sexual Harassment Complaint Procedure pursuant to the City's Sexual Harassment Policy.

ARTICLE 15 - SENIORITY

- 15.01 In filling job vacancies, including promotions, transfers and new positions, consideration shall be given to qualifications and ability to perform the required duties. When qualifications and ability are equal, seniority shall govern.
- 15.02 Both parties recognize that job security shall increase in proportion to length of service; therefore, in the event of lay-off or a demotion, the employees shall be affected in the reverse order of his/her seniority.
- 15.03 Length of continuous employment with the City in a Permanent Full Time position shall be known as seniority. Service may be credited to a full-time employee for previous employment as a casual or part-time employee.
- 15.04 An employee shall be given sixty [60] days notice and credit for all accumulated sick days if the City ceases wholly the operations or merges with another employer.
- 15.05 **Loss of Seniority**
A permanent full time employee shall lose all seniority rights for the following reasons:
- [a] discharge for just cause;
 - [b] resignation of their position with the City;
 - [c] failing to report for work after the termination of a leave of absence;
 - [d] failing to report for work within one week after notice of recall following layoff;
 - [e] laid off for a continuous period in excess of one year.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 The City and the Union agree to the following procedure for the purpose of adjusting differences arising between the parties concerning the meaning, or violation of any term of this Agreement with regard to any employee. If a grievance is not presented within seven [7] working days of the date it has occurred, it shall be deemed to be abandoned.

Step 1

The employee, employees and/or Shop Steward shall present his grievance in writing on the approved Union Grievance Form to the Division Manager or designate. If the employee received no reply, or does not receive satisfactory settlement within seven [7] working days from the date on which the grievance was presented to the Division Manager or designate the grievance may be taken to Step 2. If the Grievance is not taken to Step 2 within seven [7] working days it shall be deemed to be abandoned.

Step 2

Failing settlement at Step 1, the Union Grievance Committee and/or Union representative shall within seven [7] working days, present the grievance in writing by mailing it by registered mail or by personal delivery to the Department Director or designate. Copies of correspondence and grievances presented at Step 1 and replies by the Division Manager or designate under Step 1, must accompany the grievance when it is presented to the Department Director or designate. If the employee received no reply, or does not receive satisfactory settlement within seven working days from the date on which the grievance was presented to the Department Director or designate, the grievance may be taken to Step 3. If the Grievance is not taken to Step 3 within seven [7] working days it shall be deemed to be abandoned.

Step 3

Failing settlement at Step 2, the Union Grievance Committee and/or Union representative shall within seven [7] working days, present the grievance in writing to the Director of HR & Legal Affairs or designate. Copies of correspondence and grievances presented at Step 2 and replies by the Department Director or designate under Step 2, must accompany the grievance when it is presented to the Director of HR & Legal Affairs or designate. Failing a settlement, the Union may within twenty [20] working days, give notice in writing to the Corporation of their intention to refer the Grievance to Arbitration. If notice is not given within [20] working days the Grievance shall be deemed to be abandoned.

16.02 **Group Grievance/Policy Grievance**

When there is an alleged violation of the Agreement, the circumstances of which apply to more than one [1] employee, a Group Grievance may be filed commencing at Step 1 or a Policy Grievance may be filed commencing at Step 3.

16.03 In any, or all, of the above Steps where a hearing is held on a grievance, the employee may be accompanied by a representative of the Union. The time limits as set forth in the Steps may be extended by mutual agreement.

ARTICLE 17 - ARBITRATION

- 17.01 Where a difference arises between the parties relating to the interpretation or alleged violation of this Agreement, either party may, after exhausting the grievance procedure as provided herein, request the matter be submitted to arbitration within twenty [20] working days following Step 3 of the grievance procedure.
- [1] Such request shall be made in writing to the other party of this Agreement, and the notice shall contain the name of the first party appointee to the Arbitration Board, along with a copy of the subject matter to be arbitrated.
 - [2] If the recipient of the notice fails to appoint a nominee within ten [10] working days, the Minister of Labour for the Province shall be requested to appoint such nominee. The appointees shall within ten [10] working days, appoint a third party to be Chairman of the Arbitration Board. If the nominees are unable to agree on a Chairman, they shall request the Minister of Justice to appoint a Chairman.
 - [3] Each party shall bear the expenses of its nominee and shall share equally the expenses of the Chairman. The decision of a majority of the members shall be the decision of the Board, but, if there is no majority, the decision of the Chairman governs.
 - [4] The arbitration Board shall not have the power to alter, delete, modify, amend, or supplement any part of this Agreement.
 - [5] In dealing with any discharge or discipline, the Arbitration Board shall have the power to dispose of the grievance by any agreement which, in its opinion, it deems just and equitable.

ARTICLE 18 - SAFETY

- 18.01 All rules and regulations as laid down in the Worker's Compensation Act, the Industrial Safety Regulations and the Occupational Health and Safety Act shall be observed by the City and the employees.

ARTICLE 19 - SERVICE PAY

- 19.01 The City agrees to long service pay in accordance with the following schedule:
- From One [1] to Five [5] years - \$12.00/year.
- For each additional year of continuous service - \$18.00/year is to be added to the employee's previous accumulation of money and paid to such employee in December of each year.
- Service pay shall be paid to permanent employees who retire any time prior to December

of any year, pro-rated according to the month in which he/she retires.

ARTICLE 20 - TRAINING PROGRAMS

20.01 If the City requests employees to take courses, the City will be responsible for normal charges resulting from such courses. If employees desire to take courses to improve themselves and these courses are related to their work, the Department Head will make every effort to accommodate such requests, providing sufficient funds are budgeted and arrangements are made regarding payment before the course commences. Such payment will, of course, be contingent on a passing mark being achieved.

ARTICLE 21 - JOB POSTING

21.01 The City agrees to post notices of all job vacancies and temporary positions created for a specific purpose within the scope of this Agreement on the office bulletin board indicating classification and location.

Such notice shall be posted for a period of five [5] working days. Any employee who submitted a bid on a posted position and whose application was not accepted and who has greater seniority than the successful applicant shall, upon his/her request, be given the reason for not being selected.

Existing employees within the bargaining unit will be given recognition for their service, experience, and knowledge of the City operations.

ARTICLE 22 - LABOUR MANAGEMENT COMMITTEE

Establishment of Committee

22.01 A Labour Management Committee shall be established consisting of Two (2) representatives of the Union and (2) representatives of the City. 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.

Function of Committee

22.02 The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the City and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

Meetings of Committee

22.03 The Committee shall meet at least once each month unless mutually agreed otherwise, at a mutually agreeable time and place. 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 at these meetings.

Chairperson of the Meeting

22.04 A City and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

22.05 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. Minutes of the meetings shall be made available to the Union, the IBEW Rep, and the Employees.

Jurisdiction of Committee

22.06 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the City and does not have the power to bind either the Union or its members or the City to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the City with respect to its discussions and conclusions.

ARTICLE 23-CONTRACT FAMILIARIZATION

23.01 After the signing of this Agreement, the City agrees to hold meetings with Shop Stewards, Supervisors, Union President, and Negotiating Committee to discuss terms and interpretation of the new Agreement. The exact amount of time is to be determined in accordance with the time required to familiarize employees affected with the changes to the Agreement.

ARTICLE 24-AUTOMATION & TECHNOLOGICAL CHANGE

- 24.01 [a] When it is necessary to reduce the number of employees in any classification because of automation and/or technological change, the reduction shall take place through attrition or re-assignment of employees affected. Attrition shall mean the reduction of the work force by retirement, death, voluntary termination and disability.
- [b] When the City plans a change in its present method of procedures and practices brought about because of automation and technological change, the City will give to the Union as much notice as possible of such a change.
- [c] A Joint Management - Union Committee will be established for the purpose of retraining, upgrading, and placement of employees who may be displaced because of a reduction in the work force.
- [d] In the case of work displacement because of automation and/or technological change, employees within their classification with the greatest seniority will be given first consideration for retraining and upgrading for whatever jobs that they could be trained for.

- [e] Present employees will be given first consideration for any new position created because of automation and technological change.

ARTICLE 25 - EFFECTIVE NOTICES

- 25.01 Any notice required to be sent to the local Union, hereunder, shall be effectively given when sent by Registered Mail to:

Local Union 1928 I.B.E.W.
14 McQuade Lake Cr., Suite 204
Halifax, NS
B3S 1B6

- Any notice required to be sent to the City shall be effectively given when sent by Registered Mail to:

Director of Human Resources
City of Summerside
275 Fitzroy St
Summerside, P.E.I.
C1N 1H9

ARTICLE 26- EFFECTIVE DATE OF AGREEMENT

- 26.01 First day of April 2015.

ARTICLE 27- PERIOD OF RENEWAL OF AGREEMENT

- 27.01 This Agreement shall become effective on the 1st day of April 2015 and remain in full force and effect for a period of eight [8] years and shall not be capable of cancellation by the parties within that period, and shall continue after the said period from year to year, but will terminate automatically when a new Collective Agreement is signed, or until the requirements of the Labour Act of P.E.I. have been met.
- 27.02 Where notice has been served on either party by the other, negotiations shall begin no later than twenty [20] days after the receipt of notice has been received, or such longer period of time as may be agreed upon by both parties.
- 27.03 Upon conclusion of negotiations and Execution of this Collective Agreement between the parties, should a new Agreement not be concluded within three [3] months of the termination date of this Agreement, the City agrees to pay interest at the rate of zero percent (0%) per annum on the retroactive pay settlement to each employee.

SWITCHBOARD OPERATOR/CLERK

(Revised Contract effective April 1, 2015)

Duties

- To operate the switchboard and direct calls to the proper department or take messages
- To create service orders for customers connecting and disconnecting
- To record, track, and redirect incoming vendor invoices
- To unlock and lock the front and back doors of City Hall
- To answer customer inquiries
- To sort and open all incoming mail daily and distribute to the proper departments
- To prepare all outgoing mail
- To fold/insert utility bills for delivery or mailing
- To operate and maintain various office machines (including but not limited to: inserter, postage machine, copier, etc)
- To complete City Utility billing entries
- To complete ETS monthly payments
- To run daily collection notices (current and former customers), verify and mail
- To prepare the weekly utility disconnection listing for review and approval
- To prepare the daily pre-authorized payment files and transmit and process any payments that are returned as non-payment by the bank or credit card
- To run and distribute monthly corporate credit card statements to employees/council.
- To verify accounts payable statements, mail vendor cheques and mark payments off the statements.
- To relieve or assist other positions listed in the collective bargaining unit as required
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position
- A minimum of 1 year computer training and/or equivalent experience.
- A minimum typing speed of 45 wpm

Experience

- Working knowledge of Microsoft Office software would be an asset

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services.

The Switchboard Operator position is a front line position and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

PAYROLL CLERK

Revised Contract effective April 1, 2015

Duties

- To set up, receive, process and maintain: a weekly payroll for hourly employees; and a monthly payroll for pensioners, the Mayor and Council and fire;
- To assist in the set up and maintenance of personnel files, including but not limited to the following: hiring slips, benefit *data*, vacation leave, sick leave;
- To assist in responding to inquiries re medical insurance, Canada Savings Bonds, union dues, etc.;
- To prepare and/or remit as required [i.e. weekly, monthly or annually]: payroll reports, employee deductions, statistical information, records of employment, payroll information, Workers Compensation accident reports, T4's, T4A's, Canada Revenue Agency Summaries, etc.;
- To cancel payroll cheques and do bank reconciliations;
- To relieve or assist other positions listed in the collective bargaining unit as required
- To answer customer inquiries
- Miscellaneous typing and filing
- To carry out other duties as may be required by the Director of Human Resources or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position
- A minimum of 1 year computer training and/or equivalent experience.
- A minimum typing speed of 40 wpm
-

Experience

- A minimum of 1 year experience doing payroll
- Previous experience dealing with personnel
- Working knowledge of Microsoft Office software would be an asset

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Human Resources

The Payroll Clerk Position is a responsible one dealing with personnel. Confidentiality is of the utmost importance in this position.

CASHIER

Revised Contract effective April 1, 2015

Duties

- To accept and process all funds due to the City including but not limited to: bank deposits, receipting, inputting, editing and balancing cash and receipts
- To answer customer inquiries
- To prepare utility connections and disconnections as required
- Filing and general office duties
- To relieve or assist other positions listed in the collective bargaining unit as required
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position.
- A minimum of 1year computer training and/or equivalent experience.

Experience

- A minimum of 1year Cashier experience.
- Working knowledge of Microsoft Office software would be an asset.

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services.

The Cashier Position is a front line position and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

ACCOUNTING CLERK

Revised Contract effective April 1, 2015

Responsibilities

Accounts Payable

- To receive invoices from departments and ensure that purchase orders are attached;
- To check and ensure that old invoices have not been previously paid;
- To key vouchers and issue cheques;
- To answer vendor inquiries;

Accounts Receivable:

- To key invoices and payments to customers' accounts;
- To prepare customer statements

General Ledger:

- To key journal vouchers as required.

Other:

- To prepare the monthly department operating and capital statements
- To prepare working papers for the year end audit
- To relieve or assist other positions listed in the collective bargaining unit as required
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public.
-

Qualifications

- Completion of a two-year community college business course and/or equivalent experience.
- Experience in the use of the following types of software: spreadsheet, word processing and financial system

Experience

- At least one year's experience in a position relating to bookkeeping.

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services

The Accounting Clerk Position is a responsible position and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

The "Accounting Clerk" was formerly called "Clerk General" in previous contracts.

Revised Contract effective April 1, 2015

Duties

- To provide secretarial and clerical services including: typing, filing and record keeping; for Department Personnel as required;
- To answer the telephone and relay messages;
- To check and process invoices;
- To maintain a petty cash fund;
- To prepare cost dissections;
- To prepare billings for the Municipal Works section;
- To prepare outgoing mail including courier packages;
- To pick up mail and supplies as required;
- To prepare payroll sheets for management [bi-weekly] and the Municipal Works section [weekly]; and process daily worksheets; in order to balance monthly with payroll;
- To record, relay information, changes to service, temporary service, reconnects, etc. as required;
- To prepare [type] reports and budgets as required;
- Occasionally required to relieve or assist other positions listed in the collective bargaining unit as required, the Office Store Supervisor and the Distribution Supervisor; and to canvass for United Way through the payroll system
- To carry out other duties as may be required by the Director of Municipal Services or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position
- A minimum of 1 year computer training and/or equivalent experience.
- A minimum typing speed of 45 wpm
- A valid driver's license

Experience

- A minimum of 1 year bookkeeping experience
- Working knowledge of Microsoft Office software would be an asset

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Municipal Services

The Office Clerk Municipal Services position is a responsible one and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

ACCOUNTANT

Revised Contract effective April 1, 2015

Responsibilities:

General Ledger:

- To reconcile the bank account on a monthly basis;
- To ensure that all entries are recorded in the proper period (i.e. payroll, dissections, inter-fund entries);
- To perform the batch releasing, posting and closing routines;
- To review detailed general ledger reports to ensure that entries have been recorded to the proper department;
- To prepare year-end entries and provide information to the external auditors;
- To ensure that the budget information is keyed accurately for financial reporting purposes;

Other:

To ensure that the following are prepared on a timely basis:

1. HST Remittance
2. Summary of Revenue and Expenses by Department for Statistics Canada
3. Property Tax Remittances

Accountant (cont'd)

- To liason with financial software maintenance provider when required (i.e. batch of cheques will not post, AR batch becomes partially released, etc.);
- To perform testing of financial system modules on the test environment when required (i.e. upgrade to be implemented);
- To respond to departmental/customer inquiries on any of the above modules and provide financial information as required;
- To review and distribute the monthly department operating and capital statements
- To prepare and review the working paper file for the year end audit
- To enter utility rates in the utility billing system
- To supervise the accounting clerks in their day to day operations
- To provide training as required to positions in the collective bargaining unit (i.e. keying invoices, vouchers, cancelling cheques, running reports);
- To assist management in evaluating the performance of the financial software by documenting errors and their resolutions. This information will be beneficial when researching version upgrades, departmental concerns (i.e. software not performing as anticipated) and future needs;
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- Graduation with a Bachelor's Degree from a recognized university with an acceptable specialization in accounting, finance, business administration, commerce or some other specialty related to this position.
- Experience in the use of the following types of software: spreadsheet, word processing, financial system and database systems.

Experience

- At least five years experience in a position relating to accounting.

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services

The Accountant position is a responsible position and accuracy is essential in order to carry out the duties. Confidentiality is of the utmost importance in this position.

BILLING CLERK

Revised Contract effective April 1, 2015

Duties

- To perform all functions related to the billing of utility services (including but not limited to: electric, water and sewer. The main functions include:
 - Importing and exporting meter reading to/from handheld units to the utility billing software
 - Account Maintenance
 - Reviewing, editing and posting meter readings to customers' accounts
 - Running late payment charges on utility customer accounts
 - Performing the billing routine (calculating bills, reviewing and posting)
- To perform maintenance to customer accounts including meter changes and the installation of electro thermal storage systems
- To process utility adjustments as required
- To relieve or assist other positions listed in the collective bargaining unit as required
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position
- A minimum of 1year computer training and/or equivalent experience

Experience

- A minimum of 1year related experience
- A working knowledge of Microsoft Office software would be an asset

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services

The Billing Clerk is a responsible position and accuracy is essential in the preparation of utility bills. Confidentiality is of the utmost importance in this position.

CUSTOMER SERVICE REPRESENTATIVE

Revised Contract effective April 1, 2015

Duties

- To answer customer inquiries
- To prepare service orders relating to utility connections and disconnections
- To perform utility account maintenance such as: calculation of final bills for property sales and connection and disconnection of services
- To run daily collection notices (current and former customers), verify and mail
- To answer the telephone and relay messages
- To provide photocopies and back up documents as required
- To relieve or assist other positions listed in the collective bargaining unit as required
- To carry out other duties as may be required by the Director of Financial Services or designate in order to maintain an efficient operation and provide maximum service to the public.

Qualifications

- A minimum of grade 12 and have completed post-secondary training in a specialization related to the duties of the position
- A minimum of 1year computer training and/or equivalent experience.
- A minimum typing speed of 55 wpm

Experience

- A minimum of 1year secretarial experience
- Working knowledge of Microsoft Office software would be an asset

Reporting Responsibility

- The incumbent of this position is responsible to the Director of Financial Services

The Customer Service Representative position is a responsible one and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

The "Customer Service Representative" was formerly called "Steno I" in previous contracts

STENO II

Revised Contract effective April 1, 1995

Duties

- < To provide secretarial and clerical services to all city departments including typing, filing and record keeping
- < To prepare correspondence, briefs, press releases, committee reports, memorandums, financial statements, etc. as required
- < To compose and type routine correspondence
- < To transcribe minutes of council and committee meetings
- < To prepare routine correspondence for Council as required
- < To maintain a computerized filing system
- < To proofread documents
- < To answer the telephone and relay messages
- < To provide photo copies and back up documents as required
- < To maintain work orders for services provided to other departments
- < To provide relief to other staff as required; i.e., Switchboard Operator, Cashier, Billing Clerk, Administrative Assistant
- < To assist in the research, development and organization of training programs as required
- < To type job bulletins and arrange interviews as required
- < To carry out other duties as may be required by the Director of Human Resources or designate in order to maintain an efficient operation and provide maximum service to the public

Qualifications

- < A minimum of grade 12 and have completed post secondary training in a specialization related to the duties of the position
- < A minimum of 1 year computer training and/or equivalent experience.
- < A minimum typing speed of 65 wpm

Experience

- < A minimum of 2 years secretarial experience
- < Working knowledge of Word Perfect and Excel software would be an asset
- < Shorthand would be a definite asset

Reporting Responsibility

- < The incumbent of this position is responsible to the Director of Human Resources

The Steno II position is a responsible one and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

STENO/RECEPTIONIST - TECHNICAL SERVICES

Revised Contract effective 1997

STENO/RECEPTIONIST - TECHNICAL SERVICES

Duties

- < To act as the point of contact between the public and department staff including handling inquiries, scheduling appointments, assisting the public in filling out permit forms, receipt of payment and expending requests as required;
- < To provide administrative support to department staff including but not limited to: preparing correspondence, and reports, photocopying, faxing, handling mail in and out, taking messages To set up and maintain filing and archive systems for correspondence, reports, minutes, plans, computer records etc. for the department;
- < To do research and prepare reports as required;
- < To prepare the department payroll records for processing, including time sheets, leave forms etc.
- < To review and process all requisitions, invoices etc.
- < To maintain an adequate inventory of office supplies and administer building and equipment maintenance contracts.
- < To discharge such other duties, responsibilities and functions as may be assigned by the Director of Technical Services in order to maintain an efficient operation and provide maximum services to the public.

Qualifications

- < Graduation from a post secondary institution with major course work in office administration
- < Knowledge and training in office productivity software and in particular Word Perfect and spreadsheet applications
- < Knowledge and training in office administration including filing, record keeping and preparation of correspondence and reports
- < A minimum typing speed of 55 wpm
- < Must have a valid drivers license

Experience

- < Minimum of 1 years experience in a related position;

Reporting Responsibility

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

The Steno/Receptionist- Technical Services position is a front line position and the incumbent must be able to deal with the public in a polite, courteous and knowledgeable manner. Confidentiality is of the utmost importance in this position.

Memorandum of Understanding

With respect to the job description of the Payroll Clerk concerning the following duty:

“To set up, receive, process and maintain: a weekly payroll for hourly employees; and a monthly payroll for pensioners and the Mayor and Council”

Whereas the management payroll was extracted from the duties of the Payroll Clerk during the Amalgamation process;

And whereas the management payroll was assigned to a management staff person;

And whereas the Union grieved to the Province of Prince Edward Island [through the process put in place in the City of Summerside Act to deal with unresolved issues arising from the Amalgamation] that the City of Summerside took this duty from the Payroll Clerk;

And whereas the Arbitrator has not heard or ruled upon this grievance to date;

The City of Summerside and I.B.E.W. 1432 “Clerical” agree that when a decision is rendered by the Arbitrator, it will supersede any reference in the job description of the Payroll Clerk, which would prohibit that person from carrying out the decision on the matter.

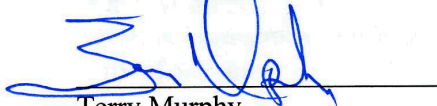
Agreed upon this 22nd. day of March, 1996



Basil L. Stewart
Mayor
City of Summerside



Ray McBride
Business Manager
I.B.E.W.



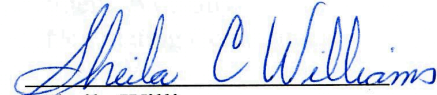
Terry Murphy
Chief Administrative Officers
City of Summerside



Betty McDonald
Chairperson
I.B.E.W.



Susan Jeffery
Director of Human Resources
City of Summerside



Sheila Williams
Negotiating Committee
I.B.E.W.

LETTER OF UNDERSTANDING

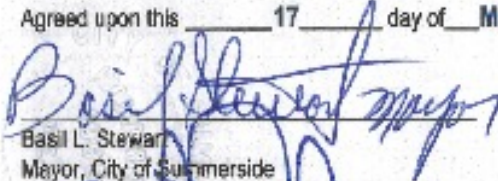
Whereas during the course of negotiations for the 2005-2010 Collective Agreement, the parties agreed to certain concessions;

And whereas both parties agree that they have obtained adequate consideration for their concessions with regards to these Collective Agreement Negotiations;

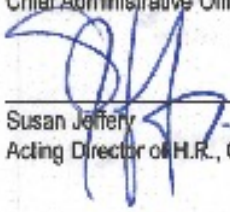
NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. I.B.E.W. 1432 "Clerical" and The City of Summerside agree that the position of Administrative Assistant to the CAO and Mayor, formerly the "Executive Secretary" shall no longer be a position within the Bargaining Unit.
2. The Parties agree that in consideration of the position being removed from the Bargaining Unit, the City of Summerside will consent to include the following in the Collective Agreement between the parties:
 - a) The addition of grandparents to the definition of immediate family in the Bereavement leave provisions;
 - b) 2 days being given for the loss of a sister-in-law, brother-in-law, aunt or uncle in the bereavement leave provisions; and
 - c) Annual leave increased to four (4) weeks after five (5) years of employment, five (5) weeks after fifteen (15) years of employment and six (6) weeks after Thirty Two (32) years of employment.
3. The Parties agree that all administrative and clerical support done for, with, or on behalf of the CAO, the Mayor and/or City Council, shall hereinafter be performed by Management, and at no time in the future shall this work return to the Bargaining Unit.

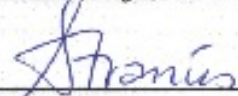
Agreed upon this 17 day of May, 2006

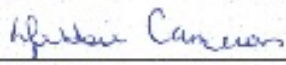

Basil L. Stewart
Mayor, City of Summerside

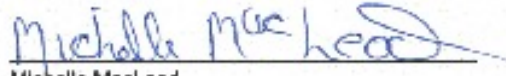

Terry Murphy
Chief Administrative Officer, City of Summerside


Susan Jeffery
Acting Director of H.R., City of Summerside


Ray McBride
Business Manager, I.B.E.W.


Shannon Francis
Chairperson I.B.E.W.


Debbie Cameron
Negotiating Committee, I.B.E.W.


Michelle MacLeod
Negotiating Committee, I.B.E.W.

Signature of Agreement

Dated at the City of Summerside, P.E.I. this _____ day of _____ 2015

Signed, Sealed and delivered:

For the City:

Bill Martin
Mayor

Bob Ashley
Chief Administrative Officer

Gordon MacFarlane
Deputy CAO, Director of HR & Legal Affairs

For the Union:

Leo Doran
Business Manager

Hannah Cormier
Negotiating Committee

Debbie Cameron
Negotiating Committee