

COLLECTIVE AGREEMENT

Between the

TOWN OF KENSINGTON

and the

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4893

April 2013 – April 2016

Contents

Article 1 – Preamble.....	1
Article 2 – Management Rights.....	1
Article 3 – Recognition and Negotiations	1
Article 4 – No Discrimination	2
Article 5 – Union Security	2
Article 6 – Check-Off Union Dues.....	3
Article 7 – Employer and Union Shall Acquaint New Employees	3
Article 8 – Correspondence.....	3
Article 9 – Labour/Management Cooperation Committee.....	3
Article 10 – Representation	4
Article 11 – Labour/Management Relations.....	5
Article 12 – Discharge, Suspension and Discipline.....	5
Article 13 – Grievance Procedure	6
Article 14 – Arbitration	8
Article 15 – Seniority.....	9
Article 16 – Layoff and Recall.....	10
Article 17 – Promotions, Appointments and Staff Changes	11
Article 18 – Hours of Work.....	12
Article 19 – Overtime	14
Article 20 – Holidays	16
Article 21 – Vacations	16
Article 22 – Sick Leave Provisions	18
Article 23 – Leave of Absence	20
Article 24 – Payment of Wages and Allowances.....	24
Article 25 – Job Classification and Reclassification.....	25
Article 26 – Safety and Health	25
ARTICLE 27 – JOB SECURITY	27
Article 28 – General Conditions	27
Article 29 – Clothing.....	28

Article 30 – Term of Agreement	30
Article 31 – Welfare Plan	31
Article 32 – Retirement Contributions.....	31
LETTER OF UNDERSTANDING.....	32
NO. 1	32
LETTER OF UNDERSTANDING	33
NO. 2	33
LETTER OF UNDERSTANDING	34
NO. 3	34
Schedule "A" Wages.....	35
SIGNATURE OF AGREEMENT.....	36

Article 1 - Preamble

- A. Whereas it is the desire of both Parties to this Agreement:
- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
 - 2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - 3) To encourage efficiency in operation.
 - 4) To promote morale, well-being and security of all the employees in the bargaining unit of the Union.
- B. And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees, be drawn up in an agreement. Now, therefore, the parties agree as follows:
- C. Employees, for the purposes of this Agreement, shall only include the employees of the Town that fit within the description of the bargaining unit as contained in paragraph 3 (a) below.

Article 2 - Management Rights

- A. The Union acknowledges that it is the function of the employer, subject to the terms and conditions of this agreement, to hire, promote, demote, transfer employees, maintain order, efficiency, direct, classify and re-classify, and also the right of the employer to discipline an employee for just cause, provided that such action may be the subject of a grievance and dealt with as provided elsewhere in this Agreement.

Article 3 - Recognition and Negotiations

A. Bargaining Unit

All regular full-time and regular part-time employees employed by the Town of Kensington, including temporary and casual employees, save and except the

Town Manager, Chief of Police, Deputy Administrator, Public Works Supervisor, Administrative Assistant to the Town Manager, **positions funded through Provincial or Federal Government funding programs** and any other employees excluded by the *Labour Act*.

- B. 1. With the exception of the Public Works Supervisor and the Chief of Police, persons whose jobs are not in the bargaining unit shall not work at any job which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies for short periods of time only.
- 2) All overtime opportunities within the Police Department shall be offered to bargaining unit employees.

Article 4 – No Discrimination

- A. The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of his/her membership or activity in the Union.
- B. No Discriminatory

The employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive employees of their employment, unless through just cause.

Article 5 – Union Security

All employees of the Town of Kensington Town Hall, Public Works and Police Department, coming within the scope of this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees coming within the scope of this Agreement shall, as a condition of continued employment, become and remain members in good standing in the Union, within thirty (30) calendar days of employment with the employer.

Article 6 – Check-Off Union Dues

A. Check-Off

The employer shall deduct from every employee, any dues, initiation or assessments, levied in accordance with the Union constitution and/or By-Laws and owing to him to the Union.

B. Deductions

Deductions shall be made from the payroll period on the first period of each month and shall be forwarded to the Secretary-Treasurer of the Union, no later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

Article 7 – Employer and Union Shall Acquaint New Employees

A. New Employees

The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

B. Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Representative, who will provide him with a copy of the Collective Agreement.

Article 8 – Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Town Manager of the employer and the Secretary of the Union.

Article 9 – Labour/Management Cooperation Committee

- A. A Labour-Management Cooperation Committee shall be established, consisting of **three (3)** representatives of the Town and **three (3)**

representatives of the Union. The committee shall enjoy the support of both parties in full to this Agreement in interest and maximum service to the public.

B. Representation

No individual employee or group shall undertake to represent the Union at meetings with the employer, without proper authorization of the Union. In order that this may be carried out, the Union will supply the employer the names of its officers. Similarly, the employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

C. Meeting of Committee

Meetings will be held the first Wednesday of every month, the meeting shall be held at a time and place fixed by mutual agreement.

D. Time Off for Meetings

Any representative of the Union on the Labour-Management Cooperation Committee, who is in the employ of the employer, shall have the right to attend committee meetings held within working hours, without loss of remuneration.

E. Technical Information

The employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plan and all other technical information required for bargaining purposes.

F. Minutes of Meetings

Minutes of meetings will be taken at each Labour Management Meeting. Prior to leaving the meeting, minutes will be read aloud, approved and signed off on by both parties. Minutes will then be typed up and distributed to the committee within a two week period.

Article 10 - Representation

A. Representation of the Canadian Union

The Union shall have the right at any time to have the assistance of representation of the Canadian Union of Public Employees when dealing or negotiating with the employer and the employer shall have the right to such counsel as it may deem necessary at such dealings or negotiations. Such representatives shall have access to accommodation on the employer's premises in order to investigate and assist in the settlement of the grievance.

Article 11 – Labour/Management Relations

A. Bargaining Committee

A bargaining committee shall be appointed and consist of not more than three (3) members of the employer, as appointees of the employer and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the employer of the Union nominees to the Committee.

B. Union Reimbursement

The Union will reimburse the employer for all wages paid, **including all Mandatory Employment Related Costs**, to the Union members for work done on the Bargaining Committee.

****Note – all reference throughout the CBA for Union reimbursement of wages to the employer shall include all Mandatory Employment Related Costs.**

Article 12 – Discharge, Suspension and Discipline

A. Personnel Records

The employer shall notify an employee **verbally of any expression of dissatisfaction concerning his/her work to allow for open discussion with employee and a resolution to the issue. If correction is not made the employer shall notify the employee**, in writing, of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint or within the time it becomes available to the employer, with a copy to the Union if the employee so requests. This notice shall include particulars of the work performance which led to the dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline,

promotion, demotion or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to advancement or standing with the employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including a letter of reprimand or any adverse reports.

B. Discharge Procedure

An employee, who has completed his/her probationary period, may be dismissed, but only for just cause and only upon the authority of the employer. When an employee is discharged or suspended, he shall be given the reason. Such employee shall be advised promptly in writing by the employer of the reason for such discharge or suspension.

C. May Omit Grievance Steps

An employee, considered by the union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 13, Grievance Procedure. The first level of the grievance procedure shall be omitted.

D. Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspension or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a single arbitrator, if the matter is referred to an arbitrator.

Article 13 – Grievance Procedure

- A. Should a dispute arise between the Town and the Union or its employees regarding interpretation, meaning, operation or application of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner.

- B. Within ten (10) full working days after the circumstances giving rise to a complaint occur, or of the time it comes to the attention of the employee, **discussion will be held with the employer, if during those discussions a resolution cannot be agreed upon**, it shall be put in writing, signed by the employee and a shop steward and presented at the first level of the grievance procedure, which shall be the Direct Supervisor of the employee involved.
- C. The Supervisor shall render a decision in writing to the Union Steward and the aggrieved employee within ten (10) working days from the time the grievance was presented to him.
- D. If the decision of the Supervisor is not acceptable to the aggrieved employee and/or the Union, the grievance may, within ten (10) working days of the expiration of such ten (10) day period, be presented to the second level, which shall be the Chief Administrator Officer or designate.
- E. The Chief Administrative Officer or designate shall hear the grievance at Step 2. Such meeting must be held within ten (10) working days from the expiration of the time limits in D) above, unless otherwise mutually agreed between the parties. The decision of the Chief Administrative Officer or designate shall be forwarded to the parties concerned within ten (10) working days of the meeting referenced herein.
- F. Failing a satisfactory reply, the Union may, within thirty (30) working days, refer the grievance to arbitration.
- G. When a dispute involving general application or interpretation occurs, the employer and the union may agree to bypass the first two (2) levels of the grievance procedure and go directly to arbitration.
- H. Grievances settled satisfactorily within the time allowed, shall date from the time that the grievance was filed.
- I. The Town shall supply the necessary facilities for the grievance meeting.
- J. A grievance under this agreement shall be defined as a difference or dispute between the Town and any Union employee(s), or a case where the Town has been said to have acted unjustly. The time limit fixed under this article may be varied by consent of the parties of this agreement.

Article 14 – Arbitration

A. Arbitrator

When either party requires that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other Party of the Agreement, indicating the names of its nominee for Arbitrator. Within five (5) working days thereafter, the other party shall answer by registered mail, indicating whether it agrees with the other party's nomination for Arbitrator.

B. Failure to Appoint

If the process, as outlined above, fails to lead to the appointment of an Arbitrator, the appointment shall be made by the Minister of Labour, upon request of either party.

C. Arbitration Procedure

The Arbitrator may determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Arbitrator is appointed.

D. Decision of Arbitrator

The decision of the Arbitrator shall be final and binding and enforced on all parties, but in no event shall the Arbitrator have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which in his/her opinion, he/she deems just or equitable.

E. Disagreement on Decision

Should the parties disagree as to the meaning of the declaration, either party may apply to the Arbitrator to reconvene the arbitration to clarify the decision, which shall be done within three (3) working days.

F. Expenses of the Arbitrator

Each party shall pay:

- (1) One-half (½) of the fees and expenses of the Arbitrator.

G. Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure, may be extended by consent of the parties to this Agreement.

H. Witnesses

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

Article 15 – Seniority

A. Seniority Defined

Seniority is defined as the length of service in the Town of Kensington. Seniority shall operate on a bargaining unit wide basis.

B. Seniority List

The employer shall maintain a seniority list showing the date on which each employee's service commenced. **The employer will provide the union with an updated Seniority List on a yearly basis.**

C. Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring.

The probationary period may be extended by management 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 probationary period, 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 within recourse to the grievance procedure, unless the union claims discrimination, as noted in Article 4, as the basis of termination.

D. Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of illness, accident, layoff or leave of absence approved by the employer. An employee shall only lose seniority in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) He/she resigns.
- (3) He/she is absent from work in excess of five (5) working days without notifying the employer, unless such notice was not reasonably possible.
- (4) He/she fails to return to work within seven (7) working days following a layoff or other just cause. It shall be the responsibility of the employee to keep the employer informed of his/her current address.
- (5) He/she is laid off for a period longer than one (1) year.

E. Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall continue to accumulate his/her seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority.

F. Retention of Seniority Rights

Should the employer merge, amalgamate or combine any of its operations or functions with another employer, the employer agrees to the retention of seniority rights for all employees with the new employer.

Article 16 – Layoff and Recall

- A. In the event of layoff, employees shall be laid off in the reverse order of their seniority within their classification.
- B. Laid off employees can bump junior employees provided they have the necessary qualifications and the ability to perform such job.
- C. The employer shall notify employees who are to be laid off, ten (10) working days prior to the effective day of layoff, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case, such greater period of notice or pay in lieu thereof shall be given.

- D. Employees shall be recalled in order of their seniority, where jobs become available, provided they have the qualifications and the ability to perform such jobs following a trial or training period. The employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall return to work within seven (7) working days from the time that he/she receives notice of recall unless, on reasonable grounds, he/she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing his/her right to recall in the future should the recall be for part-time or temporary.
- E. No new employees shall be hired until those laid off have been given the opportunity of recall. Laid-off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employer and sent to the Union.
- F. In the event of a layoff, employees affected shall have the right to continue coverage of benefits, as permissible by the Plan, by making 100% of the payment directly to the Town.

Article 17 – Promotions, Appointments and Staff Changes

- A. 1. All vacancies calling for promotions and/or appointments and/or staff changes within the bargaining unit will be open for application to any member with the Town of Kensington. The notice shall be posted on bulletin boards **with a copy being put in all employees' mailboxes and sent out to all employees electronically**, for a period of at least two (2) weeks to give all applicable personnel a chance to apply for the position. When posted, a job description is to be posted along with the qualifications required.

The deciding factors in the promotions and appointments shall be qualifications and ability, with fair consideration given to seniority. Qualifications shall be fair and reasonable.

- 2. No outside advertising for additional or new employees (specialists) will be made until present employees have had full opportunity to apply.

B. If for any reason the re-classified employee does not pass his/her probationary period, he/she shall revert to his/her former position without losing his/her seniority or any related benefits that would have accrued to him/her had he/she not been re-classified.

C. Disabled Employee's Preference

An employee who has been incapacitated at his/her work by injury or compensable disease, or who, through advancing years or temporary disablement is unable to perform his/her regular duties, will be employed in other work which he/she can do, without regard to other seniority provisions of this Agreement, except that such employees may not displace any employee with more seniority. If the employer is unable to employ the employee with other work he/she can do, the employee will be granted leave without pay in accordance with the general leave provisions to Article 23 of this Collective Agreement.

Article 18 – Hours of Work

- A. 1. **The hours of work for full-time Communication Tech employees will consist of seven (7) hours per day, 35 hours per week.**
2. **Part-time Communication Techs will be scheduled by seniority and availability as determined by the employer.**
- B. 1. **The hours of work for full-time Police Officers will consist of an average of forty (40) hours per week, including a paid lunch hour.**
2. **Part-time/Casual Officers will be scheduled by seniority and availability as determined by the employer, including a paid lunch hour.**
- C. 1. **Hours of work for full-time Public Works employees will consist of forty (40) hours per week. Public Works employees will be required to respond upon request to immediate situations (i.e. snowstorms). If an employee is called in early on a regular scheduled day to respond to an emergency situation between the months of December 15 to April 15, the employee will work eight (8) consecutive hours.**

2. Seasonal employees can be scheduled at the discretion of the employer.

D. Hours of work for full-time janitor will typically consist of twenty-two (22) hours per week over the summer months and thirty-two (32) hours per week during the winter months scheduled by the employer over a six (6) day period each week. Additional hours can be scheduled at the discretion of the employer.

**Summer months – May 1st to October 31st.
Winter months – November 1st to April 30th.**

E. One (1) hour unpaid meal time shall be included as part of the regularly scheduled work period for employees who work a shift in excess of five (5) hours. Notwithstanding Articles 18 B. (1) and B. (2).

F. Full-time employees' days off shall be consecutive.

G. All full-time employees shall follow a fixed shift schedule and such schedule shall not be altered without two (2) weeks' notice, unless mutually agreed upon.

H. If a full-time employee works a shift outside his/her regularly scheduled shifts without forty-eight (48) hours notice, the employee shall be paid at an overtime rate for the entire shift, notwithstanding Article 18 C. (1). Unless operationally required, it is not the intent of the Town of Kensington to change in any way the schedule being worked by full-time Police Officers as the date of signing of this agreement.

I. Additional shifts that arise for any reason can be covered by a part-time/casual employee as long as it does not result in overtime. If it is deemed the additional shift will place the part-time/casual employee into an overtime rate, then it shall be allocated as per Article 19 G. of this agreement.

J. The hours and days of work of each full-time employee shall be posted in an appropriate place at least two (2) weeks in advance, as determined by Article 18 A, B & C., with the approval of the Supervisor.

- K. For the purpose of calculating cost factors, vacations and benefits under the existing Collective Agreement, all benefits and terms relating to work days, weeks and years under the Collective Agreement shall be converted to hours, based on the regular hours of work of the employee.
- L. Part-time employees, while filling in for full-time employees, shall not be considered full-time employees.
- M. Part-time employees shall have no guaranteed hours of work and may be scheduled at the employer's discretion.
- N. Employees who attend training shall be paid for an eight (8) hour day. Additional hours worked shall result in no overtime.

Article 19 - Overtime

A. Overtime Rates

All overtime rates shall be at time and one-half (1 ½).

B. No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime.

C. Sharing Overtime

Overtime and call-back shall be divided equally among the employees who are willing and qualified to perform the work that is available.

D. All employees who are called in and are required to work outside their regular scheduled working hours shall be paid at a minimum of three (3) hours at overtime rates, notwithstanding Article 18 C. (1).

E. Each employee shall receive four (4) hours of advance notice of the cancellation of any court appearance he/she might be required to attend. Failure to provide such advance notice of cancellation shall result in the employee receiving off duty court appearance mentioned in F (2) of this article, regardless of the fact that he/she did not have to attend court.

- F. 1. All off duty court appearances shall be paid at time and one-half (1 ½) for a minimum of three (3) hours.
2. During vacations, court appearances shall be paid at time and one-half (1 ½). An employee called back for a court appearance during vacation shall be paid for a minimum of eight (8) hours at time and one-half (1 ½).
- G. Overtime for employees shall be offered on a rotating basis with preference given to full-time employees' first, part-time employees second and casual workers third.
- H. 1. An overtime rate of time and one-half (1 ½) shall be paid for all hours worked in excess of forty-four (44) hours in one week.
2. An overtime rate of time and one-half (1 ½) shall be paid to all full-time employees for all hours worked in excess of four (4) hours over their regularly scheduled hours in any given week. If a full-time employee works in excess of their scheduled hours and less than an additional four (4) hours, they will be compensated at their straight time rate. Such compensation is to be calculated and paid on a bi-weekly basis.

I. Dual Employment

Overtime for an employee that is dually employed will take affect when the employee has worked a total of forty-four (44) hours for the employer in a given week, regardless of the number of hours in each position. If the employee is put into an overtime rate they will be paid at the overtime rate related to the position they worked to put them into overtime. Any subsequent overtime hours worked will be at the overtime rate applicable to the position in which they are working.

J. Time Off in Lieu of Overtime Pay

Instead of cash payment of overtime, an employee may choose to receive time off in lieu thereof, to a maximum of thirty-five (35) or forty (40) hours per week (depending on the regular hours of work for the employee) at the appropriate overtime rate at a time to be mutually agreed upon between the employee and the employer. Should the time off not be taken or scheduled to be taken by December 1st, the employee shall receive pay at the

appropriate overtime rate on the first payroll in December. The maximum lieu time calculation shall not include lieu time as compensation for on-call pay. The employer may allow employees to borrow against future lieu time accumulation. Such request shall not be unreasonably denied.

Article 20 – Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Queen's Birthday
Christmas Day	Boxing Day
Canada Day	Islander Day
Easter Monday	

And any other day(s) proclaimed as holidays by the Dominion, Provincial or Kensington Municipal Governments.

- B. All employees called upon to work on any holiday as defined in Article 20 A) of this agreement will be compensated for all time worked at one and one-half (1½) times the pro rata rate, in addition to the regular day's pay allowed for the holiday.
- C. All full-time employees who are scheduled off on a holiday shall be paid an additional day's pay in lieu of the holiday. Holidays falling on weekends shall be compensated by taking a day, or days off in succession, at the beginning of the following week.

Article 21 – Vacations

- A. All full-time employees shall receive an annual vacation with pay in accordance with credited service prior to commencement of the vacation period as follows:
1. following completion of one (1) year of service a member shall be entitled to two weeks of vacation per year.

2. following completion of three (3) years of service and up to five (5) years of service, a member shall be entitled to three (3) weeks of vacation per year.
3. following completion of five (5) years of service, a member shall be entitled to four (4) weeks of vacation per year.
4. part-time employees shall receive vacation pay at a rate of four (4) percent.

* The Employer is prepared to provide a Letter of Understanding to be attached to the Collective Agreement which would stipulate that all current employees of the Town, whether part-time or full-time, will be entitled to three (3) weeks vacation as full-time Town employees until such time as they are eligible for four (4) weeks vacation in accordance with the new article.

B. Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period and shall not be less than four (4%) percent of gross earnings for the vacation pay year.

C. Vacation Pay for Termination

An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation. Employees who terminate their employment and who have taken vacation which was not earned as of the date of termination, shall have the amount of vacation taken but unearned deducted from the employee's final pay from the corporation.

D. Preference in Vacation

Vacations shall be granted first on the basis of seniority.

E. Vacation Schedules

Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed upon by the employees and the employer, and only one employee from each classification shall be permitted on vacation at any given time, subject to the approval of the Department Head.

F. Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in blocks of forty (40) hours or more and shall also be permitted to take his/her annual vacation to a maximum of eighty (80) hours in one block.

G. 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. The employee, if requested, must provide a doctor's note to substantiate the illness.

H. Unused Vacation

If an employee based on operational requirements is unable to take or reschedule all of his/her annual vacation, employees will be permitted to carry over a maximum of ten (10) days vacation from one year to another.

Article 22 – Sick Leave Provisions

A. **Sick leave means a period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, attendance at a required medical or dental appointment or because of an accident for which compensation is not payable under the Workers' Compensation Board or when no one other than the employee can provide for the needs of a sick child or in the case of serious illness or injury to a parent, wife, husband, child or any other second degree relative who resides in the employee's household.**

B. Amount of Sick Leave

Sick leave shall be earned by employees on the basis of one and one-quarter (1¼) days per month. Employees who are absent from work for more than thirty (30) days, for reasons other than annual vacation, sick leave absence, long-term disability, maternity leave or Workers' Compensation benefits, shall not earn sick leave during such absence. An employee shall be entitled to an accrual of all the unused portion of sick leave accumulated to December 31, 2012 for future leave benefit. All sick leave accumulated on an annual basis from January 1, 2013 will be paid out on an annual basis by January 31st of the following year in which the sick leave was accumulated. Sick leave taken will be calculated in hours absent from work during sick leave.

C. Proof of Illness

kl →

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) days certifying that such employee is unable to carry out his/her duties due to illness. Any costs associated with such requirements shall be reimbursed to the employee by the Town.

D. Severance or Retirement Allowance

An employee having accrued sick leave to his/her credit shall, on severance or on retirement due to disability, death or age, receive a salary grant in lieu thereof equal to such credit at the rate of pay effective immediately prior to such retirement or severance. Such allowance shall be payable on sick leave accrued from August 16, 2011 through December 31, 2012. Any accrued sick leave cash bonus shall be paid to his/her beneficiary to a maximum of one hundred (100) days. At the option of the employee, he/she may elect to receive such 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.

- E.**
- 1.** Employees may be provided with an advance of sick leave credits, up to a maximum of fifteen (15) days, to cover periods for which they do not have sick leave accumulation. To qualify for an advancement of sick leave credits, the employee must be under a medical doctor's care.
 - 2.** Sick leave credits earned subsequent to an advancement of credits shall be applied against advanced credits; however, an employee may request a further advance before all previously advanced credits have been repaid.
 - 3.** 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.

Article 23 – Leave of Absence

A. For Union Business

A representative of the Union (Shop Steward/President) will be granted permission to leave their employment temporarily in order to deal with grievances. They shall suffer no loss of pay for time so spent.

B. Union Meetings

A leave of absence with pay and without loss of seniority shall be granted, upon request to the Employer, to an employee elected or appointed to represent the Union at union conventions, seminars or negotiations. The Union will reimburse the employer for all wages paid to the employee in relation to the above activities.

C. Leave for Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be given leave of absence without pay and without loss of seniority by the employer for a period of up to one (1) year.

D. Bereavement Leave

An employee shall be granted five (5) days leave without loss of salary or wages in the case of death of a parent, wife, husband, child, brother and sister, **which shall include two (2) days before, the day of and two (2) days following the funeral.** An employee shall be granted three (3) days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, grandparent or any other second degree relative who has been residing in the same household for a six (6) month period prior to death, **such leave shall include one (1) day before, the day of and the day after the funeral.** When the burial occurs outside the province, such leave shall include additional reasonable travelling time, not to exceed five (5) days.

E. Time Off for Elections

Employees who are electors shall have time off before the closing of the polls as defined in the appropriate Act.

F. Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service.

G. General Leave

The employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be written and approved by the employer. Such approval shall not be withheld unjustly. After thirty (30) days on the leave of absence, the employee shall not accumulate vacation leave or sick leave credits or any other benefits during such leave of absence.

H. Maternity and Parental Leave

1. Preamble:

The notice provisions of this article relating to maternity and parental leaves are taken from, and in accordance with, the *Employment Standards Act of Prince Edward Island* (the "Act"). The Act provides for minimum notice periods to be given by the employee to the employer for the commencement of, and return from, leave which are relatively short and which may cause problems for the employer in finding replacement employees and making arrangements for the continuation of employee benefits. The employer recognizes and accepts the limits placed upon it by the Act but would request and encourage employees to give a longer period of notice to ensure a smoother transition to leave and return to work.

2. Every employee who:

- i. Has been in the employment of the employer for a continuous period of twenty (20) weeks or more;
- ii. Makes an application for maternity leave at least four (4) weeks before the day specified by the employee, as the day on which the employee intends to commence the leave; and
- iii. Provides the employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth, shall be granted maternity leave in accordance with the following conditions.
- iv. The maternity leave to which an employee is entitled shall consist of a period of up to twenty (20) weeks commencing at any time during the period of eleven (11) weeks immediately preceding the estimated date of birth.

Notwithstanding the foregoing, where the actual date of birth is later than the estimated date of birth, the employee is entitled to no less than six (6) weeks leave after the actual date.

Where working conditions shall be hazardous to an unborn child or to the pregnant employee, the employee must be transferred to an alternate position provided he/she is capable of performing the work.

The employee may return to work and the employer may permit the employee to return to work at a date earlier than six (6) weeks after the date of delivery.

The employee is entitled to resume work in the position occupied by the employee at the time such leave commenced or, if that position no longer exists, in a comparable position with not less than the same wages and benefits the employee would have received if the employee had not been granted maternity leave.

- v. During this period, the employee shall retain all accrued benefits and full seniority shall accumulate. The employee may retain the fringe benefits by continuing to pay the appropriate share of any cost-shared employee benefits.
3. Procedure upon return from Maternity Leave: When an employee decides to return to work after maternity leave, she shall provide the employer with at least two (2) weeks' notice.
 4. Parental Leave
 1. Every employee who:
 - a. Has been in the employment of the employer for a continuous period of twenty (20) weeks or more;
 - b. i. in the case of a female employee, becomes the natural mother of a child;
 - ii. in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of a new born child;

- iii. assumes actual care and custody of a new born child; or
- iv. adopts or obtains legal guardianship of a child under the law of a province, and
- v. submits application for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

Is entitled to, and shall be granted parental leave without pay consisting of a continuous period of up to thirty-five (35) weeks. If the employee has taken the full twenty (20) weeks as provided in Article 23 i) (2) (i) the total parental leave will be thirty-two (32) weeks.

- 2. In the case of adoption and legal guardianship, an application for parental leave shall not be required earlier than the date on which the employee is notified of the placement of the child.
- 3. Subject to Article 23 (i) (5) below, all parental leave must be taken prior to the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 4. An employee who wishes to resume working at the expiration of the parental leave under this section shall give the employer two (2) weeks' notice of the day on which the employee intends to resume working for the employer.
- 5. Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave.
- 6. Every employee who makes application for, and is granted parental leave under this Article, continues to accumulate seniority during the period of leave and may continue any cost shared employee benefits by paying the appropriate share of any cost shared employee benefits.

5. Notwithstanding any other provisions of this Article, the aggregate amount of leave that may be taken by an employee under Maternity or Parental sections of this Article in respect of the same event shall not exceed fifty-two (52) weeks, all of which is to be taken prior to the first anniversary of the date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
6. Paternity leave shall cover a period of up to five (5) days commencing no later than the date of the child's discharge from the hospital or date of birth, if birth is not in hospital.

Article 24 – Payment of Wages and Allowances

A. Pay Days

The employer shall pay wages and salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions.

B. Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

- C. When an employee is assigned to perform the principal duties of another position for a period of three **consecutive** days or more, he/she shall receive the rate for the position or his/her regular rate, whichever is the greater. When an employee is regularly assigned to a position having a lower rate, his/her rate shall not be reduced.

D. Long Service Pay

In recognition of the principle that a long service employee is of increased value to the employer through his/her acquired knowledge and experience, the employer agrees to long service pay in accordance with the following table:

One (1) to five (5) years of service - \$10 per year

For each additional year of service - \$15 is to be added to the employee's previous accumulation of money and paid to such employee on the second week in **April** of each year.

Long service pay shall only be paid to employees on record on **April 1st** of each year.

E. 1. On Call Pay

When a full-time employee is advised that he/she is on call; that is, immediately available by direct telephone contact, he/she shall be credited with time in lieu of 1.5 hours for every on call shift. If the employee is actually called out during the shift and receives call out pay, they will not be credited with any time in lieu. The time in lieu credited to the employee under this article can only be taken by the employee with the agreement of management and only during a day shift.

2. **When a part-time employee is advised that he/she is on call; that is, immediately available by direct telephone contact, he/she shall be compensated with one-half (½) hour pay.**

F. Education Allowance

The employer shall pay the full cost of any course of instruction required by the employer and or determined by the Department Head, for an employee to better qualify himself to perform his/her job.

Article 25 – Job Classification and Reclassification

A. No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior consultation with the Union.

- B. If any new classification is created during the term of this Agreement, wages only will be negotiated for the new classification, and all other Articles of this Agreement will apply thereto; such negotiations to start within thirty (30) calendar days of creation of such position, and if the parties cannot reach an agreement, the matter shall be referred to Arbitration for settlement.

- C. All employees shall be provided with a job description from the employer.

Article 26 – Safety and Health

A. Cooperation on Safety

The Union and the employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to the employees engaged in hazardous work.

B. Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

C. Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the employer, if an occupational accident.

D. First Aid Kits

A first aid kit shall be supplied by the employer to each department and mobile unit of the employer.

E. The employer agrees to provide, at the employer's cost, CPR certification and recertification and first aid training.

F. **A joint Health and Safety Committee shall be formed to provide a principal forum for constructive and meaningful consultation on health and safety matters, consisting of two (2) representatives chosen by the Union and two (2) representatives chosen by the employer or by mutual consent more members, provided that an equal number of representatives shall be chosen by each party. The Health and Safety Committee shall meet at least once monthly and at the request of either party.**

When a Police Officer identifies a requirement for immediate back-up assistance, they are to request such through Summerside dispatch. Summerside Dispatch will request back-up from the RCMP first and Summerside Police Services second. If neither department can respond in a timely manner, dispatch shall contact available off-duty members of the Kensington Police Service.

- G. **The employer will provide adequate equipment and personal PPE equipment to all employees as required.**

ARTICLE 27 – JOB SECURITY

- A. In order to provide job security for the members of the bargaining unit, the employer agrees that work or services presently performed or hereafter assigned to the Collective Bargaining Unit shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-profit employee, if such action results in the lay-off of a bargaining unit employee.
- B. Notwithstanding the above, the parties agree the cancellation of “the back check” contract, the contracting out of the Police Services to the RCMP; or the use of Officers from another police force in emergency situations is not a violation of this Article.

Article 28 – General Conditions

- A. Bulletin Boards

The employer shall provide a bulletin board which shall be placed so that all employees shall have access to it, upon which the union shall have the right to post notices of meetings and other such notices as may be of interest to the employees.

- B. Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the employer shall supply legal counsel necessary for action initiated against any employee by virtue of performances of his/her assigned duties.

- C. **Union Meetings**

The employer will allow the Union to use an area for a meeting space upon request if space is available. The meetings will be conducted in an orderly manner.

Employees who are working while union meetings are being held can request to their supervisor, to attend. Permission will not be unjustly

denied. Employees who are approved to attend must make their job requirements a priority for the time they are at the meeting. Meetings shall not be held between the hours of 8 a.m. and 5 p.m.

Article 29 – Clothing

- A. 1. Each member of the Police Department shall receive the following, upon completion of the probationary period:

Annual Replacement

- Two pairs of trousers
- Two mock shirts
- One pair of lined gloves
- Two long sleeve shirts
- Two short sleeve shirts

Every Second Year

- One forage cap
- One pair of boots

Every Third Year

- New style three in one jacket

Every Five Years

- One reversible raincoat
- One bullet proof vest

As Required

- One fur cap

The quality and style of the above clothing shall be determined by the Chief Administrative Officer in consultation with the Chief of Police.

Should a member find himself with a shortage in any area of clothing, this clothing may be replaced upon inspection of the Chief of Police and where it is found to be necessary.

Damage to departmental issue clothing and/or equipment, occurring in the line of duty, will be repaired or replaced at the Town's expense as deemed necessary by the Chief of Police.

Every probationary employee within the Police Department shall be provided with suitable clothing as deemed necessary by the Chief of Police.

- B. The quality of the above clothing shall be determined by the Chief Administrative Officer in consultation with the Chief of Police.
- C. Should the member find himself with a shortage in any area of clothing, the clothes may be replaced upon inspection by the Chief of Police and where it is found to be necessary.
- D. Damage to Departmental issue clothing and/or equipment occurring in the line of duty, will be repaired and/or replaced at the Town's expenses as deemed necessary by the Chief of Police.
 - i. Upon completion of the probationary period, each employee of the Public Works Department shall receive clothing as outlined below and all safety protective equipment provided by the employer as required (hard hats, eye/ear protection, etc.).

Annual Replacement

- One pair of boots
- One pair of coveralls

Every Third Year

- One jacket

E. Dry Cleaning

Each member of the bargaining unit may have their dry cleaning paid by the Town as needed with the approval of the Department Head.

- F. All uniforms and uniform equipment furnished by the employer shall be the property of the employer and should be produced by the member when required for inspection. Upon termination of employment, the member shall return all uniforms and uniform equipment to the employer before receiving final settlement of wages dues.

- G. **If clothing mentioned in this article is in satisfactory condition, in the opinion of the Supervisor, the value of said item can be used to purchase another work related item upon the request of the employee. Such request shall not be unjustly refused.**

Article 30 – Term of Agreement

A. 1. Effective Date

This Agreement shall be binding and remain in effect from April **2013** to April **2016** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least two (2) months prior to expiry in any year that they desire its termination or amendment.

2. **No monetary benefits under this Agreement shall be retroactive and shall only be effective as of the date of signing, unless expressly agreed to by both parties.**

B. Changes in Agreement

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

C. Notice of Change

1. Either party desiring to change or amend the Collective Agreement shall, between the period of thirty (30) and sixty (60) calendar days prior to the termination date, provide notice to the other party to commence collective bargaining.
2. Within twenty (20) calendar days of receipt of such notice, the parties are required to enter into negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
3. The parties shall be required to exchange their specific proposals for amendment or change to the collective agreement at their first meeting in negotiations.

D. Agreement to Continue in Force

Both parties shall adhere fully to the terms of the Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

Article 31 – Welfare Plan

- A. The employer shall provide the following benefits to its full-time employees **through the carrier of its Group Insurance Plan** and their dependents:

<u>Benefit</u>	<u>Premium Cost</u>	
	<u>Employer</u>	<u>Employee</u>
Basic Life Insurance	50%	50%
AD&D Insurance	50%	50%
Long Term Disability	-	100%
Dependent Life Insurance	50%	50%
Health Care, Vision Care and Prescription Drugs	50%	50%

Full details of these plans in booklet form are available from the employer.

- B. When an employee is in receipt of Workers' Compensation Board benefits they should have the option of continuing their coverage under the benefit plan on the same cost share basis as in A. above.

Article 32 – Retirement Contributions

All full-time employees of the Town of Kensington may voluntarily contribute up to 5% of their wages to a Registered Retirement Savings Plan (RRSP) which will be matched by the employer. The maximum that can be contributed by both the employee and the employer is 5%.

Both parties agreed to a presentation on CUPE Multi Section Pension Plan.

LETTER OF UNDERSTANDING

NO. 1

FULL-TIME POLICE OFFICERS SCHEDULE

Unless operationally required, it is not the intent of the Town of Kensington to change in any way the schedule being worked by full-time Police Officers as of May 2011.

LETTER OF UNDERSTANDING

NO. 2

JOINT EVALUATION PROCESS

The employer and the Union shall jointly explore, during the life of this Agreement, the possibility of adopting a detailed Job Evaluation System.

LETTER OF UNDERSTANDING

NO. 3

COMMUNITY GARDEN COMPLEX

The employer and the Union agree to meet upon expiration of this agreement to discuss the inclusion of Community Garden Complex staff into this agreement.

The employer will provide a job description for each classification at the Community Garden Complex, along with sources of funding for positions being paid out of the Town of Kensington budget.

Schedule "A" Wages

		Jan-13	Jan-14 (1.25%)	July-14 (1.25%)	Jan-15 (2.5%)	Jan-16 (3%)
Position						
<u>Town Hall (Janitor)</u>		\$12.57	\$12.73	\$12.89	\$13.21	\$13.61
<u>Public Works</u>						
Public Works Assistant 1+ years	40 hrs	\$17.39	\$17.61	\$17.83	\$18.28	\$18.83
Public Works Assistant 0-1 year	40 hrs	\$16.24	\$16.44	\$16.65	\$17.07	\$17.58
<u>Police Dept</u>						
Corporal	40 hrs	\$55,620.57	\$56,315.83	\$57,019.78	\$58,445.27	\$60,198.63
Full-time Constable	40 hrs	\$46,987.26	\$47,574.60	\$48,169.28	\$49,373.51	\$50,854.72
Part Time/Casual Constable		\$19.67	\$19.92	\$20.17	\$20.67	\$21.29
Part Time/Casual Constable (0-1 year)		\$17.00	\$17.21	\$17.43	\$17.87	\$18.41
Full-time Communications Tech	35 hrs	\$18.01	\$18.24	\$18.47	\$18.93	\$19.50
Part Time Communication Tech (1+ years)		\$13.51	\$13.68	\$13.85	\$14.20	\$14.63
Part Time Communication Tech (0-1 year)		\$13.11	\$13.27	\$13.44	\$13.78	\$14.20

*Current employees will not be affected by the years of experience negotiated in this round of bargaining.

*For greater clarification, years of service is from date of hire in any classification.

*Experience from previous employers in the same classification will be recognized for new employee to be placed at appropriate rate of pay in that classification.

*Les will be moved up to Public Works 1 as soon as he receives his Sewer Certificate; Public Works 2 Classification will be deleted at that time.

*Sharon Paynter will be moved to the \$13.51 pay rate.

*Current janitor will remain at her current salary and receive wage increases as outlined in the Collective Agreement. New hires will begin at the list hourly rate in Schedule "A".

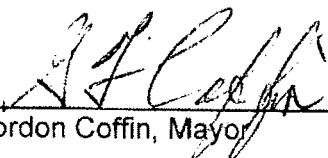
SIGNATURE OF AGREEMENT

Dated at the Town of Kensington, PEI, this 20 day of JANUARY 2014.

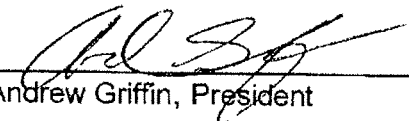
SIGNED, SEALED AND DELIVERED

For the Town of Kensington

**For the Canadian Union of Public
Employees (CUPE) Local 4893**

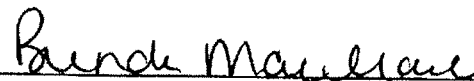


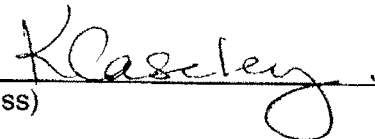
Gordon Coffin, Mayor



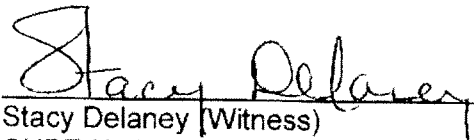
Andrew Griffin, President







(Witness)



Stacy Delaney (Witness)
CUPE National Representative

