COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF CHARLOTTETOWN

AND

CHARLOTTETOWN POLICE ASSOCIATION,

LOCAL 301 OF THE ATLANTIC POLICE ASSOCIATION

CHARLOTTETOWN

PRINCE EDWARD ISLAND

TERM: JANUARY 1, 2021 - DECEMBER 31, 2025

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COLLECTIVE AGREEMENT

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

AND: CHARLOTTETOWN POLICE ASSOCIATION
Local 301 of the Atlantic Police Association (hereinafter referred to as the UNION)

PURPOSE OF THIS AGREEMENT

Whereas it is the desire of both parties to this Agreement:

.01 to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;

.02 to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment services, etc.;

.03 encourage efficiency in operation;

.04 to promote the morale, well-being, and security of all the employees in the bargaining unit of the Union,

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:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 The Union acknowledges that it is the right and function of the Employer, subject to the terms and conditions of this Agreement to hire, promote, demote, transfer, train, lay-off, recall, classify and determine duties of employees and also the right of the Employer to discipline or discharge an employee for just cause, provided that such action may be the subject of a grievance and dealt with as provided elsewhere in this Agreement.

1.02 Assessment – Every employee shall be assessed by the CPS by December 31st of each year. The assessment shall be drafted by the employee's supervisor and reviewed by the Sergeants, Deputy Chief and Chief of Police before it is finalized. An employee who is not satisfied with the employee's assessment may appeal the employee's assessment to the Chief of Police within ten (10) days of the assessment being provided to the Employee.

ARTICLE 2 - NO DISCRIMINATION

2.01 The Union and the Employer agree that there will be no intimidation, interference, restraint, or coercion exercised or practised with respect to any employee of the Employer by any of its members or representatives.

2.02 Equal Pay for Equal Work - The principle of equal pay for equal work will apply regardless of sex.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit - The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in the Charlottetown Police Services ("CPS") save and except the Chief of Police, the Deputy Chief of Police, and the Administrative Assistant to the Police Chief, and hereby consents and agrees to negotiate with the Union or any of its authorized Committees concerning all matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 4 - DEFINITIONS

4.01 APA – Means the Atlantic Police Association.

4.02 Casual Employee – Is a student or graduate of any school, college, academy or university who takes employment of a temporary nature with the Charlottetown Police Services.

4.03 Probationary Period – Means an employee who has not completed the employee's probationary period.

4.04 Permanent Employee - Is one who has completed the employee's probationary period.

4.05 Police Officer – Is a person holding the rank of Police Constable or greater rank up to and including Inspector.

4.06 Words importing male persons include female persons and vice-versa.

4.07 Part-time Employee – Part-time employee means an employee who does not have guaranteed hours of work as outlined in Schedule B.

4.08 Time off in lieu – is time off earned by an employee as a result of working overtime as defined in A. 13.01, A. 17.02 and B.03(x).

ARTICLE 5 - USE OF CADETS

5.01 Casual employees may only be employed during the period May 1st to September 30th except as specified in Article 5.02 and shall not be covered by this Agreement.

5.02 Where a leave of absence has been approved for a civilian position, excluding Dispatch personnel, a casual employee may be hired for the duration of the approved leave of absence.

5.03 Notwithstanding any other provision there shall be no more use of casual police officers or casual civilian dispatch.

5.04 The Employer may employ Cadets, being persons who are doing their on-the-job training (OJT) as police officers with the Employer. While working, a Cadet shall not work alone and will not be considered to be a Police Officer as defined Article 4.05 hereof.

ARTICLE 6 - UNION SECURITY

6.01 All employees of the Charlottetown Police Services shall, as a condition of continued employment, become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union.

6.02 All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of permanent employment with the Employer.

ARTICLE 7 - CHECK-OFF

7.01 The Employer agrees, with respect to each of the employees covered by this Agreement, to deduct from the wages of such employees all Union dues, initiation fees, insurance contributions, medical plans and all other non-political assessments from time to time levied by the Union or its members and these shall be transmitted monthly to the Union accompanied by a list of employees showing contributions.

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

ARTICLE 8 - REPRESENTATION AND BARGAINING COMMITTEE

8.01 Representation - No individual employee or group of employees 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 with 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.

8.02 Bargaining Committee - A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer and not more than five (5) members of the Union, as appointees of the Union. Both parties will advise each other of their appointees. Membership in the Bargaining Committee will remain unchanged during the course of negotiations. Either side may bring advisors to the negotiations to assist them with particular items of discussion.

8.03 Function of the Bargaining Committee - All matters pertaining to the interpretation, amendment and/or negotiations at the term of this Agreement shall be referred to the Bargaining Committee for discussion and settlement as well as collective bargaining on operational problems, rates of pay, hours of work, working conditions, etc.

8.04 Interest Arbitration Leave - Four (4) employees who are members of the Bargaining Committee shall be entitled to leave without loss of pay for the purpose of attending interest arbitration hearings. The four (4) employees shall not necessarily be the same employees at each session of the hearing, but shall, in all cases, be chosen by the Union. The Union shall attempt to provide one (1) weeks notice of leave request to allow for proper scheduling of replacement employees, if deemed necessary by the Employer.

ARTICLE 9 - LABOUR MANAGEMENT

9.01 A Labour Management Co-operation Committee - Shall be established consisting of not more than five (5) representatives appointed by the Employer and not more than five (5) employees appointed by the Union. When required by either party, additional accredited representatives of either party, on invitation by the party requiring such representatives, will be permitted to attend Committee meetings. The Committee shall enjoy the full support of both parties of this Agreement in the interest and maximum service to the public.

9.02 Meetings of Committee - In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

9.03 Time Off for Meetings - Any representative of the Union on the Bargaining Committee, or the Labour Management Co-operation Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

9.04 Technical Information - The Employer shall make available to the Union, on request, a list of employees in the Bargaining Unit by job classification and rate, job descriptions and details of pension and welfare plans.

9.05 Function of Committee - The Committee, without limitation, will concern itself with general matters including the following:

(a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;

(b) Improving and extending services to the public;

(c) Promoting safety and sanitary practices;

(d) Reviewing suggestions from employees and the Employer, questions of working conditions and service to the public.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members, who shall be employees of the Employer. The personnel of such Committee shall be communicated to the Employer within seven (7) days of appointment.

10.02 Should a dispute arise between the Employer and the Union or its employees regarding the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner provided that no matter specifically excluded from arbitration shall be subject to this Article.

Grievance Committee - Step 1 - Prior to submission of the grievance at Step 2, the grievance shall be submitted to the Union's Grievance Committee.

Chief of Police - Step 2 - If the Grievance Committee or the Union considers the grievance to be justified, the employee(s) concerned, together with a member(s) of the Grievance Committee, shall within thirty (30) days of the alleged violation, submit the grievance in writing to the Chief of Police, or the Chief's designate and they shall seek to settle the dispute and the Chief shall render a decision within ten (10) days.

Human Resources Manager - Step 3 - Failing agreement being reached at Step 2, within ten (10) days after the Chief renders a decision at Step 2, the employee(s) concerned, together with a member of the Grievance Committee and the Union may submit to the Human Resources Manager, a written statement of the particulars of the grievance and the redress sought. The Human Resources Manager may hold a meeting with the Union, the Grievor(s) and the Chief of Police to discuss the grievance, but in any event, shall render a decision in writing within ten (10) days after receipt of the grievance.

Arbitration - Step 4 - Failing agreement being reached in Step 4, within ten (10) days after the decision of the Human Resources Manager, the Union may, on giving five (5) day's notice in writing to the Employer,

through the Human Resources Manager, refer the grievance to arbitration.

10.03 Grievances and replies to grievances shall be in writing at all stages.

10.04 Grievances settled satisfactorily within the time allowed shall date from the time that the violation occurred.

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

10.06 A grievance under this Agreement shall be defined as a difference or dispute relating to the interpretation, application, administration, or alleged violation of this Agreement between the Employer and any Union employee(s) or a case where the Employer has been said to have acted unjustly and includes any question of whether a matter is arbitrable. The time limits fixed under this Article may be varied by consent of the parties to this Agreement.

10.07 Both the Union and the Employer reserve the right to file a grievance.

10.08 Representative of the Union or APA - The Union shall have the right at any time to have the assistance of representatives of the Union or the Atlantic Police Association when dealing or negotiating with the Employer. Such representatives shall have access during normal City office hours, in company with a representative of the City's Human Resources Department, to the Employer's premises in order to investigate and assist in the settlement of a grievance.

10.09 Whenever a grievance relating to the interpretation, application, administration, or alleged violation of this Agreement arises between the Employer and the employees and/or the Union, either party may, after complying with the provisions as set forth in Steps 1 to 4 of the Grievance Procedure, submit the matter to arbitration.

10.10 For other than those issues addressed through the Province of Prince Edward Island Police Act and Regulations, an employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a meeting under Article 10 - Grievance Procedure at Step 3. Steps 1 and 2 of the grievance procedure may be omitted at the option of the Union.

10.11 When

a. A grievance is commenced at Step 2 of the Grievance procedure and the party submitting a grievance fails to adhere to the prescribed time limit at Step 2; or

b. A grievance is commenced at Step 3 pursuant to Article 10.10 or a policy grievance is commenced at Step 3 pursuant to Article 10.14, and the grievance is not submitted within thirty (30) days of the alleged violation, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end, unless the time limits prescribed in the Grievance Procedure are varied by consent of the Union and the Employer, both acting reasonably.

10.12 The Union will use its best efforts to adhere to the time frames for submitting grievances at all steps of the Grievance Procedure. The Union must submit a grievance to the next step of the grievance procedure within sixty (60) days of receipt of a reply from the Employer or the grievance is deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

10.13 Deviation from Grievance Procedure - After a grievance has been initiated by the employee, the Employer's representative shall not enter into negotiations with respect to the grievance or compromise the grievance either directly or indirectly with the aggrieved employee, without consent of the Union.

10.14 Policy Grievance - Where a dispute involving a question of general application occurs, or where a group of employees has a grievance, Steps 1 and 2 of this Article may be omitted at the option of the Union.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration - When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. If it is mutually satisfactory to both parties a single Arbitrator may be used. Otherwise within five (5) days thereafter the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairperson. If further time is requested it shall be mutually agreed upon.

11.02 Failure to Appoint - If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon request of either party.

11.03 Arbitration Procedure - The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

11.04 Decision of the Board - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its' opinion, it deems just and equitable. Similarly, if a single Arbitrator is used, the Arbitrator's decision shall be final, binding and enforceable on all parties according to the provisions of this paragraph.

11.05 Disagreement on Decision - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision. The Board shall reconvene as soon as conveniently possible.

11.06 Expenses of the Board - Each party shall pay:

(a) The fees and expenses of the Arbitrator it appoints.

(b) One-half the fees and expenses of the Chairperson.

11.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement.

11.08 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(s) to have access to the Employers' premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 - HOURS OF WORK

12.01 Employees shall work the Schedules attached to this Agreement or as provided in this Article, unless otherwise agreed to by the parties.

Employees shall work an average of forty (40) hours per week including meal breaks, and shall be paid on the basis of an average of forty (40) hours per week.

12.02 The Committee of Council responsible for Police Services reserves the right to alter shift schedules where circumstances justify it to promote policing effectiveness, including emergency or unforeseen events. If no agreement is reached, a grievance may be submitted at Step 4.

12.03 Overtime call-backs or call-outs caused by the exigencies of the CPS beyond the normal shift hours shall be mandatory.

12.04 Notice before Change in Shifts - At least twenty-four (24) hours notice shall be given to an employee before the employee's shift is changed. Where such notice is not given, the employee shall be compensated at the applicable overtime rate for all hours worked.

12.05 Employees other than those covered by Schedules "B" and "C" that are required to work outside the hours of 8:00 a.m. to 4:00 p.m. shall be paid an additional hourly rate shift differential at $.50 per hour.

12.06 Employees covered by Schedules B" and "C" that are required to work outside the hours of 7:00 a.m. to 7:00 p.m. shall be paid an additional hourly rate shift differential at $.50 per hour.

12.07 The Telecommunications Coordinator shall work 8:00 am to 4:00 pm, Monday through Friday, with Saturday and Sunday off, or as otherwise agreed to by the parties.

12.08 Receptionist/Clerical shall work 9:00 am to 5:00 pm, Monday through Friday, with Saturday and Sunday off, and 8:00 am to 4:00 pm, Monday through Friday, with Saturday and Sunday off, rotating every second week, or as otherwise agreed to by the parties.

12.09 Clerical/Data Entry employee(s) shall work 8:00 am to 4:00 pm, Monday through Friday, with Saturday and Sunday off, or as otherwise agreed to by the parties.

12.10 All other police officers not referenced in Schedules B to E shall work five (5) eight (8) hour shifts per week as scheduled by the Chief of Police.

12.11 Meal breaks shall be:

- on the 10 or 12 hour shift - one 45 minute break,
- on the 8 hour shift – one 30 minute break.

ARTICLE 13 - OVERTIME

13.01 Overtime Defined - All time worked beyond the normal work day, the normal work week shall be considered overtime.

13.02 Overtime Rates - Shall apply for work as follows:

(a) On a regular work day - time and one-half;
(b) On a regularly scheduled day off - double time.

13.03 Overtime is to be divided as fairly and equitably as possible among employees within their own Sections.

For replacement staffing purposes on platoon, where part-time personnel are not utilized as outlined in Schedule B, platoon members are to be given first priority for overtime in excess of six (6) hours.

13.04 Minimum Call-Back Time - Any employee who is called in and required to work for one hour or less immediately before the employee's regular shift, shall be paid a minimum of two (2) hours at overtime rates. Any employee who is otherwise called in and required to work outside the employee's regular working hours shall be paid for a minimum of four (4) hours at overtime rates whether or not work is performed, provided however, the employee called reports for duty in person.

13.05 Payment for all off-duty court appearances shall be at the overtime rate pertaining. Any call-back of employees on vacation shall be a minimum of eight (8) hours at double time. An employee is to be notified of court appearance at least twenty-four (24) hours before appearance is required. Notification of court appearance for off-duty personnel shall automatically qualify the employee for the appropriate overtime unless the appearance request is cancelled at least twelve (12) hours beforehand.

13.06 On Call Pay - When an employee is advised that the employee is on call, that is, immediately available by direct telephone contact, the employee shall be paid straight time wages in accordance with the following schedule:

(a) Monday to Saturday inclusive - four (4) hours pay per day;
(b) Sundays - eight (8) hours pay per day;
(c) Holidays listed in Article 17.01 - eight (8) hours pay per day.

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 13 - Overtime, of this Agreement. On call duty shall be equally divided among the qualified employees.

13.07 Overtime Meal Allowance - An employee required to work more than four (4) hours overtime shall be provided with a meal allowance in the amount of twelve ($12.00) dollars. It is to be understood that this allowance will be paid once and shall not repeat if the overtime continues for a longer period of time.

ARTICLE 14 - OVERTIME BANK

14.01 The purpose of this clause is to allow an employee, at the employee's discretion, to bank any overtime hours earned, in any pay period, to accrue to the employee's credit; and to be withdrawn under the procedures as set out herein.

14.02 At the time an employee fills out the employee's time card and if the employee has any overtime hours earned in that pay period, the employee shall indicate on the time card, the method of payment; i.e. to be paid on that pay - or - to bank the earned overtime hours.

14.03 Banked overtime hours shall only be able to be withdrawn, except as otherwise herein set out, on the first pay in June and the first pay in December of any year.

14.04 In financial emergencies and upon satisfying the Employer of the genuine nature of the emergency, an employee shall be permitted to withdraw any or all banked overtime hours at times other than June or December.

14.05 **Employees, other than platoon employees whose overtime bank is dealt with in B.03**, may bank and maintain up to the equivalent of forty-eight (48) straight time hours, which must be used or scheduled before December 15th of each calendar year. If not used or scheduled before December 15th, overtime shall be paid out to the employee. An employee may apply to take "time off in lieu" of overtime subject to the following:

(a) Vacation requests received seven (7) days before the commencement of the date of the vacation will take precedence over "time off in lieu" applications.

(b) "Time off in lieu" applications shall be approved on a seniority basis if received seven (7) days before the date of the leave.

(c) The Employer and the employee will have joint responsibility for maintaining "time off in lieu" usage.

(d) Approval for "time off in lieu' will be subject to the approval of the Chief of Police or designate.

14.06 Employees attending critical incident debriefings are entitled to be paid at time and one half for the time spent in the debriefing, if it occurs outside the employee's regularly scheduled hours of work. If the employee is called in to attend a debriefing, the employee will be paid a minimum of four (4) hours at time and one half.

14.07 Employees are entitled to schedule their time off in lieu (overtime, court time, critical incident debriefing) and training, in accordance with the applicable terms of the Collective Agreement. Such time shall not be scheduled by the Employer.

14.08 In the sole discretion of the Chief of Police, the number of employees on leave for vacation (Article 18.06(b) and B.15), rotational time off ("RTO") (Article B.03) and time off in lieu (Article 14.05) may be increased beyond the number set out in this Agreement.

ARTICLE 15 – PROMOTIONS AND APPOINTMENTS

15.01 When the Employer determines that there are promotional opportunities for Police Officers to be filled the Employer shall conduct a promotional routine.

15.02 The promotional routine shall provide a promotional list, which shall remain in place for two (2) calendar years following the posting of the promotional list, (January 1st in the first year to December 31st of the second) after which time the list shall cease to have effect.

A new routine will be posted in the month of September of the second year to become effective 1st of January of the next calendar year. This process shall continue on in subsequent years in the year to list is to expire. Those employees reaching service requirements as specified in 15.04 and 15.05 by the 1st of October in the year of the posting shall be eligible to apply.

15.03 The Chief of Police shall post a bulletin and email all police officers to inform members that a promotional competition will be held. The bulletin

will indicate the rank(s) to be filled and that the promotional list shall be in effect for two (2) years from posting of the promotional list (as referenced in 15.02 above) and the date by which members interested in competing in the promotional process are to notify the Chief of Police in writing which shall be no later than fourteen (14) days prior to the writing of the promotional exam.

15.04 Effective the date of execution of this Agreement, where the Employer determines to hold a promotional routine for the rank of Corporal, all employees who have a minimum of eight (8) years policing experience, with at least five (5) continuous years as a full time police officer with the Charlottetown Police Services, as of the closing date for applications, are eligible to apply.

15.05 Effective the date of execution of this Agreement, where the Employer determines to hold a promotional routine for the rank of Sergeant or above, all employees who hold the rank immediately below the rank being applied for and who have a minimum of twelve (12) years policing experience with at least five (5) continuous years as a full time police officer with the Charlottetown Police Services, as of the closing date for applications, are eligible to apply.

15.06 A Selection Board shall be set up to oversee the promotional competition and finalize the promotional list. The Selection Board shall be composed of:

(a) Chief of Police;
(b) Deputy Chief of Police;
(c) A Sergeant of the CPS chosen by the Union, where the promotional routine is for the rank of Corporal/Sergeant.
(d) Human Resource Manager or designate.

15.07 The Chairperson of the Selection Board shall be the Human Resources Manager or designate. The general rules for conducting a routine shall be:

The maximum points a candidate can be awarded in the promotional process is one hundred (100) points.

Candidates must pass each step in the Promotional Routine outlined in Article 15.07 to proceed to the next step.

The steps in the Promotional Routine will take place in order as outlined in Article 15.07.

The Union agrees that members of the Union must bring forward grievance issues with respect to the promotional process as soon as they come to the attention of the potential grievor. For greater clarity in the written examination process, when an opportunity is provided to review the written examination and the member fails to take that opportunity, a grievance concerning matters that could have been discovered during the review of the written examination will not be entertained by the Union.

The Union agrees to bring any issues raised by its members during the promotional process, to the attention of the Employer in an attempt to resolve those issues before the promotional process proceeds further. The Employer also agrees to bring forward issues with respect to the promotional process as soon as they come to the attention of the Employer.

The Selection Board shall prepare the promotional list in accordance with the following criteria:

(a) STEP 1 – WRITTEN EXAMINATION – On the first **Wednesday** of November in the year a routine is posted a written examination shall be administered. The exam shall be on general application of law, based on statutes, a list of which shall be available from the Chief of Police on the date of posting – Value 30 points of which applicants must score a minimum of seventy percent (70%) to proceed to the next step.

The written examination shall be overseen by the Human Resources Manager or their designate who shall enforce all rules and time limits.

The written examination shall be completed by number, not by name, and the candidates name shall not be known to the marker(s).

(b) STEP 2 – INTERVIEW – Personal interview by the Selection Board. Value – 30 points of which applicants must score a minimum of seventy (70%) to proceed to the next step.

(c) STEP 3 – IN BASKET EXERCISE – Written exercise, immediately following the interview, to confirm knowledge and skill in supervisory police administration/oversight (investigational follow-up, file audits, adherence to policy/legislation) – Value 20 points of which applicants must score a minimum of seventy percent (70%) to proceed to the next step.

(d) STEP 4 – SENIORITY – Candidates participating in the promotional routine shall be given one (1) point for each year of full time service

in the Charlottetown Policy Services beginning after six (6) years completed service to twenty-five (25) years of completed service. A maximum of twenty (20) points (one point for each year of service) shall be added to each successful candidate's score who have successfully completed steps 1, 2 and 3 above.

Full time years of service will be counted to December 31st in the year promotional competition is held.

Scoring Grid

Completed years full – time service.	Points
0-5 years	0
6 years	1
7 years	2
8 years	3
9 years	4
10 years	5
11 years	6
12 years	7
13 years	8
14 years	9
15 years	10
16 years	11
17 years	12
18 years	13
19 years	14
20 years	15
21 years	16
22 years	17
23 years	18
24 years	19
25 years	20

15.08 At the Conclusion of the promotional routine, if there are two (2) or more applicants with the same overall rating, the candidate with the most seniority shall be placed highest on the promotional list. If a tie still exists

candidates with the highest rating in Section 15.07(b) shall be placed highest on the promotional list, then candidates with the highest rating in Section 15.07(c), then candidates with the highest rating in Section 15.07(a) if necessary.

15.09 Trial Period

The successful applicant shall be placed on trial for a period of one hundred and twenty (120) working days (960 hours). Conditional on satisfactory service, such trial promotion shall become permanent after the period of one hundred and twenty (120) working days (960 hours). In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee himself is unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.

15.10 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

15.11 Any vacancy that occurs within the ranks of the Charlottetown Police Services, which the City intends to fill, excluding the Chief of Police and Deputy-Chief, shall be filled from members within the CPS, subject to Article 15.13, within sixty (60) days from the time that the vacancy occurs. For the purposes of this provision a vacancy exists where there is no longer an employment relationship between the previous incumbent in the position and the Charlottetown Police Services. Notwithstanding any other provisions in this Collective Agreement no vacancy within the Bargaining Unit positions shall be filled on an acting or temporary basis by employee(s) for a period in excess of ninety (90) days without the consent of the Union. The Union shall be notified of any vacancies the Employer intends to fill or any promotional appointments the Employer intends to make from an established promotional list. The Union shall be provided with a copy of the list of successful candidates (the promotional list) resulting from a promotional competition.

15.12 Subject to Articles 15.13 and 15.14 City Council may advertise after ten (10) days of posting. No outside applicants shall be considered until present employees have had a full opportunity to qualify before the Selection Board.

15.13 When the Employer determines that a vacancy from the rank of Corporal to Inspector in the bargaining unit of the Charlottetown Police Services exists and decides to fill such vacancy, the Employer shall, effective the date Council approves the filling of such vacancy, fill it from the first police officer on the promotional list for that rank.

15.14 When the Employer determines that a vacancy exists to be filled and decides to fill such vacancy, and there are no employees on the promotional list to be promoted, the Employer must hold another competition in accordance with this Collective Agreement. If it is subsequently determined that none of the applicants qualify for the rank applied for, the Employer shall hold another competition open to the next lowest rank to the rank of the unsuccessful applicants.

For the purposes of greater clarity, the following is an example of the applicant of this Article:

i.e. If the City determines to fill a Staff Sergeant's position, then:

Step 1: Filled from the list (15.13);

Step 2: If not filled from the list, then a competition is held within the Sergeant's rank only (15.05);

Step 3: If not filled in Step 2, then a competition is held within the Corporal's rank only (15.04);

Step 4: If not filled in Step 3, then a competition is held within the Constable's rank only (15.04);

Step 5: If not filled in Step 4, then the City may advertise outside the bargaining unit (15.12).

ARTICLE 16 - SENIORITY

16.01 Seniority Defined - Seniority is defined as the length of service within the bargaining unit and shall be used in determining preference or priority for transfers, promotions, appointments, demotions, lay-offs, recalls and training.

16.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

16.03 Probationary Employees - Newly hired employees of the CPS shall be considered on a probationary basis for a period of one (1) year from the date of hiring. 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 without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 2, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

Pension contributions shall be deducted during this period and if the employee's service is terminated while on probation, he shall be entitled to receive repayment of their contributions with accrued interest as prescribed by the City of Charlottetown Pension Plan.

16.04 Loss of Seniority - An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

(a) The employee is discharged for just cause and is not re-instated;

(b) The employee resigns;

(c) The employee is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible;

(d) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;

(e) The employee is laid off for a period longer than one year.

16.05 Promotions and Seniority Outside the Bargaining Unit - No employee shall be promoted to a position outside the bargaining unit with the Employer without the employee's consent. If an employee is promoted to a position outside of the bargaining unit with the Employer, the employee shall retain the employee's seniority and the rank or classification acquired at the date of leaving the bargaining unit for a period of twelve (12) months, but will not accumulate any further seniority. If such employee returns to the bargaining unit within twelve (12) months at the employee's or the

Employer's option, the employee shall be placed in a job consistent with the employee's seniority and rank or classification.

16.06 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 17 - HOLIDAYS

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

(a) New Years' Day
(b) Good Friday
(c) Easter Monday
(d) Victoria Day
(e) Canada Day
(f) Thanksgiving Day
(g) Remembrance Day
(h) Christmas Day
(i) Boxing Day
(j) Labour Day
(k) Islander Day
(l) National Day for Truth and Reconciliation

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

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

17.02 All employees called upon to work on any holiday as defined in Article 17.01 of this Agreement, except for New Years' Day and Christmas Day, will be compensated for all time worked at one and one-half (1 ½) times the pro rata rate in addition to the regular days pay allowed for the holiday. Employees may bank any holiday as "time off in lieu" as outlined in Article 14.05.

17.03 All employees called upon to work New Years' Day and Christmas Day will be compensated for all time worked at two times the pro rata rate in addition to the regular days pay allowed for the holiday.

17.04 When any of the above-noted holidays falls on a Saturday or a Sunday, the day off in lieu of the holiday shall be scheduled on Monday following the holiday (or Tuesday if a holiday is already recognized on a Monday). This does not apply to shift work employees.

ARTICLE 18 - VACATIONS

18.01 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

(a) Over one (1) year of completed service – three (3) weeks (120 hours);

(b) Over eight (8) years completed service – four (4) weeks (160 hours)

(c) Over fifteen (15) years service – four (4) weeks (160 hours) plus 2.5 days (20 hours) for a total of 180 hours;

(d) Over sixteen (16) years service – five (5) weeks (200 hours);

(e) Over twenty-six (26) years completed service – six (6) weeks (240 hours).

18.02 Beginning with newly hired employees after the date of signing this Collective Agreement, in the first year of employment, vacation will be one-hundred and twenty (120) hours, prorated to the calendar year based on date of hire.

18.03 Holidays During Vacation - If a paid holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's pay for each holiday, in addition to the employee's regular vacation time.

18.04 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the vacation period.

18.05 Vacation Pay for Termination - An employee terminating the employee's employment at any time in the employee's vacation year before the employee has had the employee's vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.06 (a) Preference for vacation shall be based on seniority except in the case of corporals, sergeants, staff sergeants and inspectors, in that they shall have preference over constables. Within each rank above constable, preference for vacation shall be given to the first promoted within the rank. i.e. 1. A corporal shall have vacation preference over a constable; 2. A sergeant shall have vacation preference over a

corporal; 3. A corporal who is junior but promoted first shall have vacation preference over a corporal who is senior. During the prime vacation months of June, July, August and September, no employee shall take more than two (2) weeks vacation, unless further time is available.

(b) Only one (1) employee from each Branch of the CPS shall be permitted on vacation at any given time. (Branches are **Station Sergeants,** investigation branch, people on permanent day shift, Traffic Section, and civilian dispatch. All requests for vacation must have the approval of the Chief of Police. (This practice may be varied depending upon circumstances). **Vacations for Platoons will be administered pursuant to Schedule B of the Collective Agreement and shall not include Station Sergeants. Vacations for Station Sergeants shall be administered by the Employer separately from vacations for Platoons.**

(c) An employee may take an annual leave day or days if no one is on leave on the day or days for which the employee applies, subject to the approval of the Chief of Police.

18.07 Illness During Vacation - Sick leave may be substituted for vacation where it can be established by medical certification that an illness or accident occurred while on vacation.

18.08 Vacation Schedule - Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer and shall not be overlapping.

18.09 Civilian dispatchers shall have a separate vacation schedule from the platoons.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Provisions - Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers Compensation Act.

19.02 Amounts of Sick Leave - Sick leave shall be earned by employees on the basis of twelve (12) hours for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for future sick leave use up to a maximum of three hundred (300) days. As of January 1, 2007, employees with sick leave accruals in excess of

three hundred and fifty (350) days shall maintain their current accrual and will not accrue any further sick leave until the unused portion of their sick leave accrual drops below three hundred and fifty (350) days. For any period of illness an employee may use up to a maximum of ninety (90) accrued sick leave days, at which time, if the employee's illness continues the employee must transfer to the City's Long Term Disability benefit, if eligible.

19.03 Proof of Sickness - After five (5) days accumulated sick leave in any one calendar year, an employee may be required to produce a certificate from a qualified medical practitioner for any further illness during that calendar year. The Employer reserves the right to have a second examination carried out by a qualified medical practitioner of its choice. The Employer shall reimburse the employee for any costs associated with the attendance with a medical practitioner for the second examination and, in addition, the employee shall suffer no loss of pay as a result of attending before the medical practitioner for a second examination.

19.04 Severance or Retirement Allowances - An employee having accrued sick leave to the employee's credit shall, on retirement or severance, get one-half (½) of the amount accrued to the employee's credit to the limit as defined under Article 34.02 (a). In the event of the death of an employee having accrued such leave to the employee's credit, the employee's estate will be paid the amount of the employee's credit.

19.05 Record of Unused Sick Leave - A record of all unused sick leave including all accumulation prior to the effective date of this Agreement, shall be kept by the Employer. At the commencement of this Agreement and at the end of each calendar year each employee shall be advised by the Employer of the amount of sick leave used and the accumulated balance remaining.

19.06 Employees may be provided with an advance of sick leave credits, to cover periods for which they do not have sick leave accumulation. An advance is intended to cover short-term illness for shifts an employee is unable to work in a period of up to thirty (30) calendar days.

To qualify for an advancement of sick leave credits, the following conditions must be met:

(a) The employee must be under medical doctor's care.

(b) The employee must have exhausted earned vacation credits.

(c) The employee must agree to repay sick leave from subsequent credits earned at the minimum rate of twelve (12) days per year.

(d) A Committee, comprised of two (2) members of the Union executive, the Chief of Police and the Human Resources Manager or their designated representatives, will make a decision on the application.

(e) If the Committee cannot agree by a majority, the Union has the right to grieve.

Employees, whose employment is terminated for any reason other than death who have not repaid all sick leave credits granted, shall reimburse the Employer from either their final salary or severance, as mutually agreed, in an amount equal to the benefits granted.

19.07 Any employee on Long Term Disability will retain all benefits and continue to earn seniority while such employee is on L.T.D. The usual deductions shall be taken off the Long Term Disability cheque, if possible.

ARTICLE 20 - SICK LEAVE BANK

20.01 Each employee, when the employee has completed one (1) year service, shall contribute five (5) days from the employee accumulated sick days which will be placed in a Sick Leave Bank.

20.02 The maximum number of days to be held in the Bank at any time shall not exceed five hundred (500) working days.

20.03 The Union will receive a complete record of days on credit for employees individually and total days credited to the Bank at the end of each calendar year.

20.04 Applications for an allotment from the Sick Leave Bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Workers Compensation Act, and such allotment shall be subject to the approval of the Union Executive and the Human Resources Manager upon production of appropriate medical certificates.

20.05 No allotment from the Sick Leave Bank shall be provided unless and until the employee concerned has exhausted the employee's entire annual and accrued sick leave allotment and all the employee's annual holidays.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 For Union Business - Where permission has been granted to a representative of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

21.02 Union Conventions - Leave of absence with pay and without loss of seniority and benefits shall be granted upon request to the Employer to not more than two (2) employees elected or appointed to represent the Union at Union conventions, seminars, courses or workshops provided there shall not be more than one (1) employee absent per shift. Such time shall not exceed a total bank of one hundred and forty-four (144) hours (i.e. twelve - 12 hour shifts) (one hundred and sixty (160) hours) in any calendar year for all employees. However, more than two (2) employees may be given leave under this section if scheduling permits, subject to the approval of the Chief of Police. Such approval shall not arbitrarily be withheld.

21.03 Leave for Union and Public Duties - Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence by the Employer without pay or accrued benefits. The employee shall suffer no loss of seniority while on such leave.

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

(a) Immediate Family - If the death occurs in an employee's immediate family (spouse including common law spouse, mother, father, child, brother, sister, grandchild, mother-in-law, father-in-law or second degree relative residing in the same household), the employee shall be granted leave without loss of salary or benefits for all scheduled shifts occurring in the seven (7) calendar day period starting midnight following the death.

(b) Extended Family - In the event of the death of the employee's brother-in-law, sister-in-law, or grandparents, the employee shall be granted leave without loss of salary or benefits for all scheduled shifts in the three (3) calendar day period starting midnight following the death.

(c) Three (3) additional calendar days leave may be granted under 21.04 (a) and (b), at the discretion of the Chief of Police, for burial that occurs outside the province.

(d) Pall Bearer's Leave - An employee shall be granted one-half (1/2) day leave without loss of salary or benefits to attend a funeral as a pall bearer. Additional leave of up to one half (1/2) day may be granted at the discretion of the Chief of Police.

21.05 Educational 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 of the City.

21.06 Family Leave – Where no one other than the employee can provide for the needs during illness of a sick spouse or child or parent residing in the same household, an employee may be granted up to forty (40) hours in one (1) calendar year, at the discretion of the Chief of Police or his designate. As soon as an alternate is found, the employee is expected to report for work during the employee's working hours. Supporting medical evidence may be required.

21.07 At the discretion of the Employer and upon request of the employee, an employee may leave the service temporarily, for educational purposes without pay or accrued benefits for a period not exceeding one (1) year. The employee shall suffer no loss of seniority while on such leave.

ARTICLE 22 - MATERNITY LEAVE

22.01 Maternity leave without pay and parental leave without pay shall be granted according to the Employment Standards Act and Regulations for the Province of Prince Edward Island. An employee may request an additional leave of absence for a total leave of up to one (1) year.

22.02 Sick leave will not be granted for pregnancy or allied conditions as diagnosed by the attending physician. Leave for such conditions shall be considered maternity leave and shall be leave without pay.

22.03 Sick leave will be granted to an employee for sickness arising from complications associated with her pregnancy requiring hospitalization, excluding normal delivery.

22.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work. Such employee shall be placed in her previously held classification within the bargaining unit.

22.05 When an employee's spouse gives birth to a child, the employee shall be allowed leave for any three (3) shifts occurring within the seven (7) calendar day period following the day of the birth of the child.

ARTICLE 23 - ADOPTION LEAVE

23.01 For the purpose of adopting a child under six (6) years of age and upon request by the employee, the Employer shall grant a maximum of six (6) weeks adoption leave. Such leave shall be without pay and without loss of benefits.

ARTICLE 24 - PRINCIPLE OF INNOCENCE

24.01 Principle of Innocence - Both parties agree that an employee is considered innocent until proven guilty. Therefore in the event the Employer initiates a disciplinary action against an employee who has completed the employee's probationary period and which may result in the suspension or discharge of the employee, the following procedure shall be followed.

24.02 Discipline Procedure - The Employee shall be notified by the Employer in writing, within forty-five (45) days of the event which precipitated the proposed disciplinary action and/or penalty. No penalty or action shall be taken after the forty-five (45) day period, unless the time limit is varied by the consent of the Union and Employer, both acting reasonably. The employee may be able to continue the employee's employment with all rights and privileges while the Employer takes the authorized necessary action before the Police Commission and/or responsible Committee of Council or the employee may be suspended with pay until such time as either the Police Commission or the responsible Committee of Council decide what action or penalty is to be assessed. Any such penalty assessed shall be served after the decision and any prior suspension shall not constitute part of the penalty. Should the employee feel that the Police Commission or Committee has not dealt with the employee properly, the employee may follow the grievance procedure outlined in this Agreement.

24.03 Burden of Proof - In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge of discipline notice to the employee.

24.04 Warnings - Whenever the Employer or the employee's authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee

fails to bring the employee's work up to a required standard by a given date the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

24.05 Adverse Report - The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within forty-five (45) days of the event which precipitated the proposed adverse report. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at anytime.

No penalty or action shall be taken after the forty-five (45) day period, unless the time limit is varied by the consent of the Union and Employer, both acting reasonably.

This Article shall be applicable to any complaint, or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of the employee's record.

24.06 Upon the employee's request any notice of disciplinary action which may have been placed on the employee's personal file shall be removed after two (2) years have elapsed since the disciplinary action was taken.

24.07 An employee who is charged shall receive a copy of all formal charges against the employee within a reasonable period prior to any hearing of such charge.

24.08 An employee shall have the right to have a Union or Atlantic Police Association representative present at any hearing before a City Committee or a Police Commission where such employee is being considered for discipline.

24.09 Employees shall be entitled to see their personnel file, upon reasonable notice to the Employer.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards - The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.02 Indemnity - When coverage supplied through its Comprehensive Liability Policy does not apply, the Employer shall supply the legal council where necessary for any action initiated against any employee by virtue of the employee's assigned duties but not for the employee's own negligence or wrong doing if found guilty or negligent by an independent third party; i.e. a Court, a Judge, Arbitration Board or Arbitrator.

ARTICLE 26 - SAFETY AND HEALTH

26.01 Cooperation on Safety - The Union and the Employer shall cooperate in continuing and perfecting regulations and obtaining proper equipment which will afford adequate protection to employees in the performance of their work.

26.02 First Aid Kits - A first aid kit shall be supplied by the Employer to each mobile unit of the Employer.

26.03 Employee Rehabilitation - Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted by alcoholism or drugs to undergo a coordinated program directed to the objective of their rehabilitation.

26.04 Medical Examination - The Employer reserves the right to have all employees submit to a complete medical examination including any special consultations or re-examinations which may result therefrom. These examinations will be made at the Employer's expense by a doctor or doctors appointed by the Employer. In the event that an employee is found not medically fit for the employee's present employment, the employee will, where possible, be assigned other work within the bargaining unit.

26.05 Hepatitis B Immunization - The Employer agrees to pay the full cost of Hepatitis B immunization for Employees who are at risk due to the nature of their duties.

ARTICLE 27 - TRAINING AND EDUCATIONAL ALLOWANCES

27.01 **All training opportunities shall be posted on the Department bulletin board and emailed to all employees.** The bulletin shall contain the following information:

(a) type of course

(b) subjects and material to be covered
(c) time, duration and location of course
(d) basic minimum qualification required for applicant.

This bulletin shall be posted for a period of two (2) weeks, unless not possible on bulletin boards within the CPS to afford all interested employees an opportunity to apply for such training. A selection will be made by management from volunteer applicants, having due regard for departmental effectiveness and for the seniority, ability and aptitude of applicants. No employee shall repeat courses until all employees have had an opportunity to attend.

27.02 If there are insufficient voluntary applications to fill the course the Chief of Police may make an appointment(s) from the employees and attendance will be mandatory. The Employer shall pay the full cost of any such courses of instruction required by the Employer for an employee to better qualify himself to perform the employee's job, including pay for time spent on such courses.

27.03 The Employer agrees to allow any employee(s) who is on a training course one return trip to Charlottetown, with travel expenses paid by the City, if said course is five (5) weeks in duration or longer and is conducted in a place west of Montreal or at a place equivalent distance from Charlottetown.

27.04 If an employee is selected to attend a course out of Province and required to travel on a scheduled day(s) off he/she shall be compensated with an additional day(s) off upon return.

27.05 The employee shall, if reasonably required by the Employer, enter into a contract with the Employer whereby the employee will return to the service of the Employer for a determined period of time to be negotiated prior to the commencement of the course. If the employee:

(a) Does not resume employment with the Employer on completion of the course;

(b) Ceases employment before termination of the period the employee has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to the employee under this Article for professional development or such lesser sum as shall be determined by the Employer.

27.06 Additional hours worked on training shall result in no overtime, nor shall the employee be penalized for working less hours. It is expressly agreed that if the employee, while on training, is also required to perform on-duty work the employee shall be paid overtime as set out in Article 13.

27.07 **Time off for additional hours spent in training pursuant to A. 27.07 is earned at straight time. Time off for training must be scheduled by the Employee with the agreement of the Employer by the end of the calendar year in which it was earned. Only in exceptional circumstances will an Employee be permitted to carry this time over to the next calendar year. Any time permitted to be carried over must be used by the end of the next calendar year, and if not used will not be paid out. Any accumulated time off not used by the end of the calendar year that has not been permitted to be carried over will not be paid out. Straight time for training shall be credited as follows: For half or part of a half day of training (morning or afternoon) employees are credited with either 4 hours or 6 hours (based on their regular shift of ether 8 or 12 hours). For a full day (8 hours) or part of a full day of training employees are credited with a shift off i.e., either an 8-hour shift or a 12- hour shift (based on their regular shift of either 8 or 12 hours).**

27.08 Expenses for an approved training course shall be reimbursed according to the City's travel policy as amended from time to time.

27.09 <u>Educational Allowances</u> - The City will allocate a total of three-thousand dollars ($3,000.00) per calendar year for reimbursement for educational courses, with a maximum cap per employee of five hundred dollars ($500.00). To access the educational course fund:

1. **An email is to be sent to by the Training Sergeant to all employees in January of each year advising of the requirement to apply for support from the educational course fund.**
2. **Employees must submit a written request to the Training Sergeant by February 15 of each year.**
3. **The Employer shall review the applications received, which review will include consideration of departmental needs, career pathing, amount of past monies provided to an individual employee, and number of requests received, and determine in its discretion which employees, and in what amounts, reimbursement for educational courses will be provided.**

4. **To receive payment, proof of payment in full for the educational course is required.**

Once the $3000.00 is allocated in a calendar year, no further educational course subsidies shall be granted for that calendar year.

ARTICLE 28 - NEW POSITION

28.01 When it is determined by the Employer that there is a vacancy which is to be filled, or a new position is created within the bargaining unit which is to be filled, other than promotions filled in accordance with Article 15, the Employer shall post a notice on all bulletin boards at the Police Station for a period of one (1) week **and emailed to all employees**, so that all employees are aware of the vacancy or new position.

28.02 Such notice shall contain the following information: nature of position, qualifications, education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. The City of Charlottetown is an equal opportunity employer.

28.03 No outside advertisement for any new position shall be placed until the applications of permanent employees have been fully processed.

28.04 The successful applicant shall be notified within sixty (60) days of the original posting and shall be placed on trial for a period consistent with Article 15.**09** and 16.03 of this Agreement. Conditional on satisfactory service, the employee shall be declared permanent in the new position after the period referred to above. In the event the successful applicant proves unsatisfactory in the position during the trial period the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority.

28.05 In the event there are no successful applicants from within the bargaining unit the Employer shall immediately advertise outside and the position shall be filled within ninety (90) days of original advertisement.

ARTICLE 29 - CLOTHING

29.01 The CPS Clothing Committee will consist of two (2) police officers chosen by the Union and the Chief or Designate. The Committee shall develop and review annually, in the first quarter of each year, the list of approved CPS clothing items. The approved CPS clothing

list will include all annual allotment items as well as any additional items selected by the Committee and approved by the Chief or Designate. All items must be sourced in accordance with CPS and City purchasing policies and standards, including occupational health and safety standards. If the Committee is unable to agree on a clothing item, the Chief or Designate will make the final determination. The list of approved CPS clothing items will be maintained by the Chief or Designate. The annual clothing allotment cost, per member, will be determined prior to June 1st each year, by the actual clothing chosen in A.29.04. New clothing items will be issued by September 1st each year, or as soon thereafter as the clothing items are available.

All issued clothing items will be properly identified as CPS and will be the only clothing items approved for wear.

29.02 Upon being hired, to be replaced on an as needed basis as determined by the Chief or designate, police officers shall be issued the following:
One (1) Police Fleece and Shell
One (1) Forge Cap with Badge and rain cover
One (1) Police badge
One (1) Police Badge/ID Holder (Wallet)
One (1) Duty Belt and accessory pouches (Mag, Handcuff, OC Spray, Holster, Flashlight, Taser, Key ring & Keepers)
One (1) Body Armour Vest and Carbine Mag Pouches
One (1) Flashlight and batteries
One (1) Sidearm
Three (3) Sidearm Magazines
One (1) Pair of Search Gloves
One (1) raincoat
One (1) traffic vest

29.03 Full time police officers who successfully complete their probationary period shall be issued a Full Dress Uniform (Tunic, Pants, Boots, Gloves, Pins, etc.).

29.04 Subject to A.29.05, police officers are entitled to receive an annual clothing allotment of:

Two (2) Pair of police cargo pocket pants
Two (2) Short sleeve police shirts
Two (2) Long sleeve police shirts
Two (2) Short sleeve under shirts
Two (2) Long sleeve under shirts

One (1) Pair of Boots
One (1) Fitted Embroidered Baseball Cap (only to worn with the approval of the Chief or designate)
One (1) Embroidered Winter Toque
One (1) Pair of winter gloves
One (1) Pair of sneakers

29.05 In any year police officers may substitute items from the list of approved CPS clothing items for items listed in the annual clothing allotment, on a cost neutral basis. There is no carry over of unused annual clothing allotment amounts from year to year.

29.06 Personnel performing work in plain clothes shall be provided a clothing allowance of One Thousand Three Hundred Dollars ($1,350.00) HST included, per year. Such allowance shall be provided through purchase orders to the amount of Six Hundred Dollars ($675.00) per order, issued on the first pay in June and the first pay in December of each year.

29.07 (a) Uniformed and/or plain clothes personnel will have dry cleaning paid by the Employer to the equivalent of four (4) pair of pants per month.

(b) Employees working in the plain clothes division shall receive the dry cleaning allowance as per Article 29.07(a) plus an additional $6.00 for dry cleaning per month.

29.08 Each police officer shall be given an additional purchase order for dry cleaning in November of each year for the dry cleaning of a winter parka. This will not apply in the year a new parka is issued, unless the new parka is not issued by the time it is to be worn.

ARTICLE 30 - INSURANCE

30.01 The Employer shall pay one-half (½) of each employee's assessment for both Group Health and Dental Plan and Group Insurance. When an employee is on Long Term Disability, the Employer shall continue to pay one-half (½) of the employee's assessment for coverage.

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

30.03 In the event the Employer determines that a change to the Group Health and Dental Plan that will affect the benefits received by employees is to be made, the Employer agrees that it will consult with the Union about the nature of the changes being contemplated, prior to the Employer making a final decision on any specific Plan changes.

ARTICLE 31 - WORKERS COMPENSATION BENEFIT

31.01 While an employee is in receipt of a wage loss benefit pursuant to the Workers Compensation Act, R.S.P.E.I. 1988, W-7.1, as amended from time to time (the "Act"), the employee shall receive from the City a wage loss benefit supplement equal to the difference between the maximum wage loss benefit payable pursuant to the Act and the employee's net average earnings before the accident, provided that any wage loss benefit supplement paid by the City does not result in a reduction of the wage loss benefit paid to the employee pursuant to the Act. The wage loss benefit supplement will be in the form of a bi-weekly cash payment, and if necessary, payment of the employee's share of certain benefits, as determined by the City. A wage loss benefit supplement will only be paid by the City while an employee is receiving a wage loss benefit under the Act, and for a maximum period of two (2) continuous years from the date wage loss benefits are first paid to the employee pursuant to the Act.

ARTICLE 32 - SERVICE PAY

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

(a) $200.00 per year after four (4) years service;
(b) $250.00 per year after five (5) years service;
(c) $300.00 per year after ten (10) years service;
(d) $350.00 per year after twenty (20) years service;

NOTE: This service pay to be paid to eligible employees each year on the first pay in December of that year.

ARTICLE 33 - ASSIGNMENT TO A HIGHER CLASSIFICATION

33.01 When an employee has been assigned by the Department Head, to work in a job of a higher classification, the employee shall be paid at the appropriate rate for all hours worked on that assignment after having worked at least eight (8) hours including the initial eight (8) hours. This clause shall not apply to those employees where part of the job description calls for the employee to act in the Department Head's capacity during the Department Head's absence from work through days off, sickness, holidays or vacations.

33.02 In the absence of the sergeant from a platoon, the corporal on the platoon shall act as sergeant and is responsible for all the duties and responsibilities of the sergeant. In the event the sergeant is absent for a period in excess of four (4) full consecutive shift rotations (i.e. four full sets of four consecutive 12-hour shift rotations), for reasons other than vacation and accrued time off pursuant to A. 13 and A. B.03, the corporal shall then receive the sergeant's rate of pay. This Article does not detract from the Employer's existing rights.

33.03 In the absence of the sergeant from the Major Crime Section ("MCS"), the Chief of Police or his designate may assign a police officer to act as sergeant of the MCA. The police officer assigned shall be responsible for all the duties and responsibilities of the sergeant. In the event the assignment lasts longer than four full shift rotations (i.e. four full sets of four consecutive rotations of five hour shifts), for reasons other than vacations, and accrued time off pursuant to A. 13 and A. B.03, the police officer assigned shall then receive the sergeant's rate of pay for the remaining period of the assignment. This article does not detract from the Employer's existing rights.

ARTICLE 34 - RETIREMENT AND RETIREMENT PAY

34.01 Retirement Pension benefits shall be as laid down in the Bylaws of the City of Charlottetown. This Bylaw will not be altered without prior mutual agreement of the parties of this Agreement.

34.02 All employees who are eligible for retirement in accordance with the City of Charlottetown Superannuation Plan Bylaw, may retire and be granted the following:

(a) A lump sum payment of one-half (½) of an employee's accumulated unused sick leave days, up to a maximum payment of seventy-five (75) days. At the discretion of the employee, the above payment may be held over to the following taxation year.

(b) Employees who have at least ten (10) years and not more than fifteen (15) years continuous full-time service with the City of Charlottetown shall be paid full salary for a period of three (3) months in addition to their pension benefits according to the City Bylaw.

(c) For each additional five (5) year period, or portion thereof of continuous full-time service the employee shall be paid full salary for an additional month to a maximum of three (3) months (making six (6) months maximum in total) in addition to their pension benefits according to the City Bylaw.

ARTICLE 35 - JOB CLASSIFICATION AND RECLASSIFICATION

35.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

35.02 Where a position not covered in Schedule "A" is established during the time of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union.

35.03 Existing classifications shall not be eliminated or changed without prior agreement with the Union.

35.04 For all new employees hired after January 1, 2001, advancement from Entry Level Constable to Constable 3rd Class, Constable 3rd Class to Constable 2nd Class and from Constable 2nd Class to Constable 1st Class and from Entry Level Dispatcher to Dispatcher III, from Dispatcher III to Dispatcher II, and from Dispatcher II to Dispatcher I, shall be conditional upon the employee having achieved at least a "satisfactory" rating on the employee's annual performance evaluation. Such annual performance evaluation shall take place one (1) month prior to the employee having attained 2080 hours in the classification level, of which 1560 hours must be as active employment or paid leave, including Workers Compensation leave.

ARTICLE 36 - JOB SECURITY

36.01 All job classifications listed on Schedule "A" attached hereto shall remain in force for the duration of this Agreement. Furthermore, any job presently being performed by members of the bargaining unit shall not be contracted out during the lifetime of this Agreement.

36.02 Work of the Bargaining Unit - Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operation, in itself, does not reduce the hours of pay of any employee.

ARTICLE 37 - COST OF LIVING DIFFERENTIAL

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

(a) pay the dollar difference to the employee in a lump sum within forty-five (45) days of the issuing of the CPI by Statistics Canada; and

(b) add the dollar difference to the employees' basic salary to form the employees' new basic salary for that year.

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

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

ARTICLE 38 - RULES AND REGULATIONS

38.01 The Employer may establish rules and regulations which employees must obey.

38.02 The Union may make recommendations for changes in the rules and regulations.

38.03 If no agreement is reached between the parties, either party may proceed to arbitration for a settlement.

38.04 Nothing in the rules and regulations shall conflict with the terms and conditions of this Collective Agreement.

ARTICLE 39 - TERM OF AGREEMENT

39.01 Effective Date - This agreement shall be binding and remain in effect from **January 1, 2021 to December 31, 2025**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least one (1) month prior to the 31st day of December in any year that it desires its termination or amendment.

39.02 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.

39.03 Notice of Changes - Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) days and sixty (60) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed, within twenty (20) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

39.04 Agreement to Continue in Force - Where such notice requests revisions only the following conditions shall apply:

(a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

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

(c) The Employer shall provide sufficient copies of the Collective Agreement for all employees on standard 8½ x 11 paper or an acceptable alternative within one (1) month of the contract signing.

39.05 Time Limits - The time limits prescribed in this Collective Agreement may be extended by mutual agreement of the parties hereto.

ARTICLE 40 - RETROACTIVE PAY FOR TERMINATED EMPLOYEES

40.01 An employee who has severed the employee's employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

AGREED TO AND SIGNED THIS 5th DAY OF OCTOBER, 2023.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

CITY OF CHARLOTTETOWN

WITNESS

MAYOR

WITNESS

CHIEF ADMINISTRATIVE OFFICER

CHARLOTTETOWN POLICE ASSOCIATION LOCAL 301 OF THE ATLANTIC POLICE ASSOCIATION

WITNESS

PRESIDENT

WITNESS

DALE JOHNSON

SCHEDULE "A" - SCALE OF WAGES AND JOB CLASSIFICATIONS - CHARLOTTETOWN POLICE SERVICE					
YEAR	**01-Jan-21**	**01-Jan-22**	**01-Jan-23**	**01-Jan-24**	**01-Jan-25**
NEGOTIATED INCREASE	**2.50%**	**2.50%**	**2.50%**	**2.25%**	**2.25%**
CPI	**1.60%**	**5.30%**			
OFFICERS					
Inspector	**$114,779.98**	**$123,884.91**	**$126,982.03**	**$129,839.12**	**$132,760.50**
Staff Sergeant	**$109,840.62**	**$118,553.73**	**$121,517.57**	**$124,251.72**	**$127,047.38**
Sergeant	**$104,900.22**	**$113,221.43**	**$116,051.97**	**$118,663.14**	**$121,333.06**
Corporal	**$99,960.86**	**$107,890.26**	**$110,587.51**	**$113,075.73**	**$115,619.94**
Constable 1	**$95,019.42**	**$102,556.83**	**$105,120.76**	**$107,485.97**	**$109,904.41**
Constable 2	**$67,244.24**	**$72,578.39**	**$74,392.85**	**$76,066.69**	**$77,778.19**
Constable 3	**$63,670.15**	**$68,720.79**	**$70,438.81**	**$72,023.68**	**$73,644.22**
Entry Level Constable	**$55,845.08**	**$60,274.99**	**$61,781.86**	**$63,171.95**	**$64,593.32**
Part-Time Constable	**$24.16/hour**	**$26.08/hour**	**$26.73/hour**	**$27.33/hour**	**$27.95/hour**
YEAR	**01-Jan-21**	**01-Jan-22**	**01-Jan-23**	**01-Jan-24**	**01-Jan-25**
NEGOTIATED INCREASE	**2.00%**	**2.00%**	**2.00%**	**2.00%**	**2.00%**
CPI	**2.10%**	**5.80%**			
CIVILIANS					
Crime Analyst	**$80,036.25**	**$86,371.92**	**$88,099.36**	**$89,861.35**	**$91,658.57**
Technical Services	**$80,036.25**	**$86,371.92**	**$88,099.36**	**$89,861.35**	**$91,658.57**
Forensic Examiner	**$80,036.25**	**$86,371.92**	**$88,099.36**	**$89,861.35**	**$91,658.57**
Coordinator Telecommunications	**$71,740.37**	**$77,419.34**	**$78,967.73**	**$80,547.08**	**$82,158.02**
Dispatcher 1	**$65,218.00**	**$70,380.66**	**$71,788.27**	**$73,224.04**	**$74,688.52**
Dispatcher 2	**$50,626.67**	**$54,634.27**	**$55,726.96**	**$56,841.50**	**$57,978.33**
Dispatcher 3	**$45,972.17**	**$49,611.33**	**$50,603.56**	**$51,615.63**	**$52,647.94**
Entry Level Dispatcher	**$43,258.86**	**$46,683.23**	**$47,616.89**	**$48,569.23**	**$49,540.62**
Ticket Coordinator	**$57,601.07**	**$62,160.77**	**$63,403.98**	**$64,672.06**	**$65,965.50**
Operational Records Clerk	**$49,105.98**	**$52,993.21**	**$54,053.08**	**$55,134.14**	**$56,236.82**
Receptionist/Clerical	**$46,843.56**	**$50,551.70**	**$51,562.73**	**$52,593.99**	**$53,645.87**
Part-Time Dispatcher	**$18.72/hour**	**$20.20/hour**	**$20.60/hour**	**$21.02/hour**	**$21.44/hour**

SCHEDULE "B" - UNIFORMED PATROL AND RELATED PROVISIONS

B.01 The following definitions shall apply:

(a) Full-time employee - means an employee who is employed on a full-time basis.

(b) Part-time employee - means an employee who does not have guaranteed hours of work.

(c) Platoon - means a group of nine (9) employees assigned to work together.

(d) Platoon Sergeant – means a Sergeant assigned by the Employer to work on a Platoon, who works the same hours of work as the Platoon to which they have been assigned.

(e) Platoon Corporal - means a Corporal assigned by the Employer to work on a Platoon, who works the same hours of work as the Platoon to which they have been assigned.

(f) Unit or Section - means a division within the CPS (i.e. I-Dent, C.I.B., etc.).

B.02 Hours of Work

(a) Full-time uniformed patrol employees shall work the following twenty-four (24) week rotating shift schedule:

PLATOON A

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	D	D	N	N			
Week 2		D	D	N	N		
Week 3			D	D	N	N	
Week 4				D	D	N	N
Week 5					D	D	N
Week 6	N					D	D
Week 7	N	N					D
Week 8	D	N	N				
Week 9	D	D	N	N			
Week 10		D	D	N	N		
Week 11			D	D	N	N	
Week 12				D	D	N	N
Week 13					D	D	N
Week 14	N					D	D
Week 15	N	N					D
Week 16	D	N	N				
Week 17	D	D	N	N			
Week 18		D	D	N	N		
Week 19			D	D	N	N	
Week 20				D	D	N	N
Week 21					D	D	N
Week 22	N					D	D
Week 23	N	N					D
Week 24	D	N	N				

PLATOON B

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1			D	D	N	N	
Week 2				D	D	N	N
Week 3					D	D	N
Week 4	N					D	D
Week 5	N	N					D
Week 6	D	N	N				
Week 7	D	D	N	N			
Week 8		D	D	N	N		
Week 9			D	D	N	N	
Week 10				D	D	N	N
Week 11					D	D	N
Week 12	N					D	D
Week 13	N	N					D
Week 14	D	N	N				
Week 15	D	D	N	N			
Week 16		D	D	N	N		
Week 17			D	D	N	N	
Week 18				D	D	N	N
Week 19					D	D	N
Week 20	N					D	D
Week 21	N	N					D
Week 22	D	N	N				
Week 23	D	D	N	N			
Week 24		D	D	N	N		

PLATOON C

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1					D	D	N
Week 2	N					D	D
Week 3	N	N					D
Week 4	D	N	N				
Week 5	D	D	N	N			
Week 6		D	D	N	N		
Week 7			D	D	N	N	
Week 8				D	D	N	N
Week 9					D	D	N
Week 10	N					D	D
Week 11	N	N					D
Week 12	D	N	N				
Week 13	D	D	N	N			
Week 14		D	D	N	N		
Week 15			D	D	N	N	
Week 16				D	D	N	N
Week 17					D	D	N
Week 18	N					D	D
Week 19	N	N					D
Week 20	D	N	N				
Week 21	D	D	N	N			
Week 22		D	D	N	N		
Week 23			D	D	N	N	
Week 24				D	D	N	N

PLATOON D

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1	N	N					D
Week 2	D	N	N				
Week 3	D	D	N	N			
Week 4		D	D	N	N		
Week 5			D	D	N	N	
Week 6				D	D	N	N
Week 7					D	D	N
Week 8	N					D	D
Week 9	N	N					D
Week 10	D	N	N				
Week 11	D	D	N	N			
Week 12		D	D	N	N		
Week 13			D	D	N	N	
Week 14				D	D	N	N
Week 15					D	D	N
Week 16	N					D	D
Week 17	N	N					D
Week 18	D	N	N				
Week 19	D	D	N	N			
Week 20		D	D	N	N		
Week 21			D	D	N	N	
Week 22				D	D	N	N
Week 23					D	D	N
Week 24	N					D	D

D = Days - 12 hour shifts (7:00 am- 7:00 pm)

N= Nights - 12 hour shifts (7:00 pm - 7:00 am)

(b) There shall be three eight (8) hour Power Shifts, which shall be worked by part time employees, scheduled as follows:

(i) P_1 - shall be eight (8) hours scheduled in the sole discretion of the Chief or the Chief's designate on Thursday.

(ii) P_2- Friday from 8 pm to 4 am on Saturday.

(iii) P_3 - Saturday from 8 pm to 4 am on Sunday.

B.03 **Vacation, Rotational Time Off (RTO) and Time off In Lieu**

a. **Full time uniformed patrol employees ("platoon members") will earn 96 hours of RTO in each calendar year.**
b. **Seniority as per Article 18.06 (a) shall apply to leave scheduling under this provision.**
c. **Leave under this provision means Vacation, RTO and time off in lieu.**
d. **Station Sergeants and employees not working on Platoon shall not be scheduled for vacation leaves pursuant to B.03.**
e. **Uniformed patrol (platoon) leave shall be scheduled as follows:**

First - Vacation:

i. **Vacation is based on the calendar year.**
ii. **Vacation scheduling for January to May and October to December shall continue as per A. 18, except as outlined below.**
iii. **Vacation for June – September shall be scheduled as follow:**
    I. **Vacation is allocated first;**
    II. **Each platoon member by seniority has a right to choose up to 1 rotation in each round of picks of vacation up to the maximum of 2 platoon members on leave at a time;**
    III. **During vacation picks platoon members are not permitted to take a partial rotation, unless they only have enough leave for a partial rotation;**
    IV. **If platoon members do not have enough time to pick a full rotation, they may use RTO to choose a full rotation;**
    V. **Once every platoon member has had the opportunity to pick 1 rotation the process shall continue until platoon members are finished making picks;**

VI. Platoon members may opt to not pick their vacation and choose it throughout the year--- but in the event they do so they shall have no right to bump leave chosen by other platoon members pursuant to this provision.

Second - RTO:

iv. RTO is allocated second.

v. RTO for January to May and October to December shall be first come first serve and shall entitle the platoon member to take as little as 12 hours if requested.

vi. RTO is based on the calendar year – each platoon member on patrol is granted 96 hours (or 8 x 12-hour shifts) of RTO per calendar year.

vii. The 96 hours shall be allocated as follows:

January to June: 48 hours
July to December: 48 hours

viii. Each platoon member by seniority has a right to choose up to 1 rotation in each round of picks of RTO up to the maximum of 2 platoon members on leave at a time.

ix. During RTO picks platoon members are permitted to be paid out in part or in full for their RTO.

x. Platoon members are not required to choose RTO and may bank their RTO time for either cash payout (in accordance with article 14.03 and article 14.04) or time off in lieu to be taken off during the calendar year. Any RTO time not taken before the end of the calendar year shall be paid out by the Employer.

Third – Time Off:

xi. Banked time (Article 14) is allocated third.

xii. Banked time is allocated after vacation and RTO.

xiii. Banked time is first come first serve.

xiv. Provided 2 platoon members are not on vacation and/or RTO platoon members have the right to banked time off up to the maximum of 2 platoon members on leave at a time.

xv. Once the vacation and RTO picks have been completed, time off will be based on first come, first served basis (no bumping) for vacation, RTO and time off in lieu.

B.04 Vacations for full-time employees on the twelve (12) hour shift shall be converted to hours (i.e. 3 weeks vacation - 120 hours - 10 X 12 hour vacation shifts).

B.05 **Notwithstanding Article 18, employees working on Platoons are guaranteed a minimum total of two (2) employees off at any time on Vacation (Article 18, B.03), RTO (Article B.03) and Time Off In Lieu (Article 13.01, 17.02 and B.03(x)). In the sole discretion of the Chief of Police, the number of employees on leave pursuant to this provision may be increased.**

B.06 Sick leave for full-time employees on the twelve (12) hour shift shall be converted to hours (i.e. 1 1/2 days per month - 12 hours - 1 X 12 hour shift).

B.07 All full-time employees who are scheduled to work at 7:00 am on a Statutory Holiday (Article 17.01) to 7:00 am to the day following the Statutory Holiday, shall be paid twelve (12) hours at one and one-half (1 1/2) times the regular rate in addition to their regular pay. No other scheduled full-time employees working on the Statutory Holiday shall be paid at over-time rates.

B.08 All full-time employees who are scheduled to work from 12:00 am on Christmas Day to 7:00 am on Boxing Day, or from 12:00 am on New Years Day to 7:00 am on the day following New Years Day shall be paid for all hours worked during this time at two (2) times their regular rate in addition to their regular pay.

B.09 All full-time employees who do not receive the overtime entitlement as set out in B.06 above shall be paid an additional eight (8) hours pay at the regular rate.

B.10 Wherever possible, full-time employees shall be given a minimum of forty-eight (48) hours notice before being transferred to a different Platoon, Unit or Section within the CPS.

B.11 All overtime on the twelve (12) hour shift except court time, shall be calculated at the rate of time and one-half (1 ½). The minimum call back as per Article 13.04 still applies.

B.12 (a) During the 96 hour regularly scheduled time off period commencing at 7:00 a.m. at the end of a shift cycle, court appearances shall be paid at double time;

(b) During the 96 hour period when shifts are scheduled, commencing at 7:00 pm on the first day shift, off duty court appearances shall be paid at time and one half (1 1/2);

(c) During vacations, court appearances shall be paid at double time. An employee called back for a court appearance during vacation shall be paid for a minimum of 8 hours at double time;

(d) The minimum call back as per Article 13.04 still applies.

B.13 All employees shall report to work at least ten (10) minutes prior to the commencement of the shift to facilitate briefing.

B.14 Full-time employees on the twelve (12) hour shift who attend training shall revert to an eight (8) hour day shift as necessary to accommodate the schedule. Additional hours worked shall result in no overtime, nor shall the employee be penalized for working less hours.

B.15 Subject to paragraph B.15, during the months of June, July, August, and September each employee on the twelve (12) hour shift may only take one (1) cycle of 4 X 12 hour shifts for vacation before other employees are given the opportunity to choose vacation during those months in accordance with Article 18.

Part-time Employees and Overtime

B.16 Part-time employees while filling in for full-time employees shall not be considered full-time employees.

B.17 **The Employer may employ:**

a. A maximum total number of 12 part-time employees.
b. The maximum number of part-time employees for Platoons is 10.
c. The maximum number of part-time employees for dispatch is 2 provided that 2 part-time dispatchers cannot work at the same time unless one of the part-time dispatchers has worked not less than 1000 hours with the CPS in dispatch.

B.18 There shall be established a mandatory overtime list of full-time employees; a voluntary overtime list of full-time employees; and a part-time employee list.

B.19 Part-time employees shall not compete for promotions but shall be entitled

to apply with others for full time positions that are advertised outside the CPS.

B.20 Part-time employees shall only be used for uniformed Patrol work including civilian dispatch.

B.21 A maximum of two part-time employees may be used on any one 12 hour shift or part thereof subject to paragraphs **B.23 B.24, B.29, B30 and B.31** herein. The use of two (2) part-time employees on any 12 hour shift or part thereof, shall be in addition to any part-time employees used to work the power shifts, as per paragraph B.02.

B.22 Part-time employees shall have no guaranteed hours of work.

B.23 If in the opinion of the Chief of Police it is necessary to back-fill a shift by reason of sick leave of a full-time employee for less than eight consecutive calendar days from and including the first sick day claim, such back-filling shall be done in the first instance from the voluntary overtime list; if no one is available, secondly from the part-time employee list; and if no one is available, thirdly from the mandatory overtime list. **The employee being back filled shall be the last employee to go off on leave.**

Example:
1ST : an employee is off on LTD;
2nd : an employee is given leave for training.
3RD : On the night of the shift an employee calls in sick.
The Employer chooses to backfill a shift, and for the purposes of the call in, it is the employee who called in sick before the shift that is being back filled by the Employer.

B.24 If in the opinion of the Chief of Police back-filling a shift is required by reason of sick leave for more than seven consecutive days, vacations, leaves of absence, maternity leave, adoption leave, training courses, long-term disability, workers compensation (injured on duty), "time off in lieu" of overtime, then such back-filling may, in the discretion of the Chief, be done in the first instance from the part-time employee list; if no one is available, secondly from the voluntary overtime list; and if no one is available, thirdly from the mandatory overtime list. **The employee being back filled shall be the last employee to go off on leave.**

Example:
1ST : an employee is off on LTD;
2nd: an employee is given leave for training.
3RD : On the night of the shift an employee calls in sick.
The Employer chooses to backfill a shift, and for the purposes of the call in, it is the employee who called in sick before the shift that is being back filled by the Employer.

B.25 Part-time employees shall be covered by the Collective Agreement only as stipulated in this Agreement, including:

(a) An overtime rate of time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in one week, unless part-time employees are working regularly scheduled shifts in excess of one calendar week, in which case, overtime shall be paid only for hours in excess of forty-eight (48) hours worked in a calendar week.

(b) Part-time employees shall receive 4% vacation pay in lieu of time off to be paid on each pay cheque.

(c) Part-time employees shall be paid an hourly rate equal:
Part-time Police Officer - 90% of the Entry Level Constable classification

Part-time Dispatcher – 90% of the Entry Level Dispatcher classification

(d) Suitable clothing shall be given to Part-time employees as required, in the discretion of the Chief or the Chief's designate.

(e) Part-time employees shall be covered by the following provisions of the Collective Agreement:

ARTICLE	
1	Management Rights
2	No Discrimination
3	Recognition/ Negotiations
6	Union Security
7	Check-off
8	Representation/Bargaining Committee
9	Labour Management
10	Grievance Procedure
11	Arbitration
24	Principle of Innocence
25	General Conditions
26	Safety and Health
37	Cost of Living Differential
38	Rules and Regulations
39	Term of Agreement

B.26 If a full-time employee is laid off the employee shall be given the opportunity to work as a part-time employee and shall, if necessary, displace a part-

time employee, so that the number of part-time employees does not exceed the maximum number allowed pursuant to paragraph B.17 but at no time shall a laid-off full-time employee displace a laid-off full-time employee working as a part-time employee while there are part-time employees subject to displacement. Full-time employees working as part-time employees retain their full-time employee seniority, but do not earn seniority while working as a part-time employee.

B.27 **Where** a part-time employee of the Charlottetown Police Services applies for and is appointed to a full-time position with the Charlottetown Police Services and the employee has at least 2080 hours of part-time service, the employee shall be permitted to count up to 2080 hours of their part-time service toward service (for salary only) in the Charlottetown Police Services and shall begin their full-time employment with the Employer at the rate of pay of a Constable 3rd class.

B.28 **Where** an officer who is employed by a recognized police force in Canada as a full-time Constable 1rst Class (or equivalent) applies for and is appointed to a full-time position with the Charlottetown Police Services, the employee shall be permitted to count up to one year of their previous full time employment toward service (for salary only) in the Charlottetown Police Services and shall begin their full-time employment with the Employer at the rate of pay of a Constable 3rd class.

B.29 **Part Time Officer Assignment to Full Time hours**

Where an employee working on Platoon is expected to be absent for more than two (2) shift rotations on sick leave, WCB or LTD, the Employer may in writing assign a part time employee to work full time hours on Platoon. Provided these part time employees are working full time hours and have worked no less than 2 full rotations they will not count towards the maximum number of part time employees permitted to be working at any time, pursuant to Article B.21. The Employer may choose the sub-article that provides the most part-time employees working, from either sub-articles B.21 and B.30.

B.30 During a 12-hour platoon shift where two (2) or more employees are not working the shift because they are on approved training, the shift can be staffed (not counting the officers off on training) on a 1/1 ratio of full time to part-time employees and the Employer can also add one (1) additional part time employee. These part time employees will not count towards the maximum number of part time employees permitted to be working at any time, pursuant to Article B.21.

Example: There are six employees scheduled on a platoon shift. Two (2) employees are off shift on approved training, and four (4) full-time employees are working on shift. The Employer may schedule five (5) part time employees to work on the shift (1 part time employee for each permanent employee working on shift, plus one additional part time employee).

B.31 In the event of special events when significant additional manpower is required, such as Gold Cup, Christmas parades, PEI Marathon and Festivals, the Employer shall offer available shifts to full time employees before offering shifts to part time employees. There are no restrictions on the number of part time employees who can be scheduled to work such events.

SCHEDULE "C" - FULL TIME CIVILIAN DISPATCH - HOURS OF WORK

C.01 Full time Civilian Dispatch employees shall work the following shift schedule:

	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	D1	D1	D1	D1	D1	.	.	D1	D1	D1	D1	D1	.	.
2	.	.	D	D	N	N	.	.	.	P	P	P	P	.
3	.	.	P	P	P	P	.	.	.	.	D	D	N	N
4	.	.	.	.	D	D	N	N	.	.	.	.	D	D
5	N	N	.	.	.	.	D	D	N	N	.	.	.	.
6	D	D	N	N	.	.	.	.	D	D	N	N	.	.

D = 07:00 am - 07:00 pm
N = 07:00 pm - 07:00 am
D1 = 10:00 am - 6:00 pm*
P = 08:00 pm - 04:00 am
. = Days off

* This shift may become a P shift at the option of the Chief of Police.

C.02 Where reasonably possible, the Chief of Police, or the Chief's designate, shall provide seven (7) days notice of any shift changes.

C.03 Employees rotate to the next numbered shift every fourteen (14) days.

C.04 On agreement with the Chief of Police, employees may work DI for extended periods of time.

C.05 Only one (1) employee at a time working the shifts in Schedule C may be on annual leave during any day shift or night shift. This includes the power shift. In the sole discretion of the Chief of Police, the number of employees on vacation may be increased.

SCHEDULE "D" - STATION SERGEANTS - HOURS OF WORK

D.O1 Full time Station Sergeants shall work the following shift schedule:

	M	T	W	T	F	S	S
EMP 2	.	.	D1	D1	A	A	.
EMP 1	D	D	A1	A1	.	.	.

D = 07:00 am - 07:00 pm
D1 = 07:00 am - 03:00 pm
A = 11:00 am - 11:00 pm
A1 = 03:00 pm - 11:00 pm
. = Days off

D.02 Where reasonably possible the Chief of Police, or the Chief's designate, shall provide seven (7) days notice of any shift change.

D.03 Employees rotate to the next numbered employee every seven (7) days.

D.04 Management reserves the right to alter the "A" shift to the hours of 9:00 am to 9:00 pm where the circumstances justify the change.

D.05 Only one (1) employee at a time working the shifts in Schedule D may be on annual leave during any day shift or night shift. In the sole discretion of the Chief of Police, the number of employees on vacation may be increased.

SCHEDULE "E" - FULL TIME TRAFFIC EMPLOYEES - HOURS OF WORK

E.01 Full time Traffic Employees shall work four shifts from Monday to Saturday inclusive, as scheduled by the Chief of Police. The shifts which may be scheduled by the Chief of Police are as follows:

6:30 am – 4:30 pm
8:00 am – 6:00 pm
1:00 pm – 11:00 pm

E.02 Only one (1) employee at a time working the shifts in Schedule E may be on annual leave during any day shift or night shift. In the sole discretion of the Chief of Police, the number of employees on vacation may be increased.