

COLLECTIVE AGREEMENT

BETWEEN

**CHARLOTTETOWN CIVIC CENTER
MANAGEMENT INC.**

AND

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 942**

January 1, 2022 – December 31, 2024

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This Agreement made this ___ day of April, 2022

BETWEEN:

Charlottetown Civic Center Management Inc. (Trade Center),
Party of the First Part, hereinafter referred to as the Employer,

AND

The International Union of Operating Engineers Local 942,
Party of the Second Part, hereinafter referred to as the Union,

ARTICLE 1 - PREAMBLE

It is the purpose of both parties to this Agreement:

- 1.1 To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
- 1.3 To encourage efficiency in operation;
- 1.4 To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 1.5 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - APPLICATION OF AGREEMENT

- 2.1 This Agreement applies to and is binding upon the Employer and its delegates and agents and the International Union of Operating Engineers Local 942.

ARTICLE 3 - DEFINITIONS

- 3.1 "Bargaining Unit" means all employees of the Employer employed as Maintenance Event Technicians, Equipment Operators, and Cleaning Staff but excluding Clerical Staff, Power Engineers, Ice Makers, Managers and all those above the rank of Manager.
- 3.2 "Casual Employee" is an employee who works on an occasional basis to relieve permanent staff for days off, vacations, sick leave and other approved leaves of absences; whose work does not exceed eighty (80) hours per four week period on a regular basis; or who is employed on a full-time basis to cover a specific workloads demand which shall not exceed thirty (30) calendar days.
- 3.3 "Classification" means the position a person holds, as listed in Appendix "A" of this Agreement.
- 3.4 "Common-law spouse", as referred to in articles of this collective agreement, means a person, male or female, who lives with another person as husband or wife for a period of one year or more.
- 3.5 "Employee" means any person in the bargaining unit who is employed by the Employer for remuneration.
- 3.6 "Employer" means Charlottetown Civic Center Management Inc. (Trade Center) and its agents, delegates or successors.
- 3.7 "Permanent Employee" means an employee who works on a regular and recurring basis, who has completed the probationary period and whose accumulated hours exceed eighty (80) hours per four (4) week period. Permanent employees are entitled to all rights and benefits of this agreement.

- 3.8 "Probationary Employee" means an employee as defined in Article 3.7 who has not completed the probationary period.
- 3.9 "Promotion" means an appointment by an Employer of an employee from one classification to another classification for which the employee gains greater satisfaction.
- 3.10 "Seniority" is the length of unbroken service from the last date of hire for a permanent employee and prorated for a permanent part-time employee. Seniority shall operate on a Bargaining Unit wide basis.
- 3.11 "Week-end" shall mean Saturday and Sunday.
- 3.12 "Shall" is imperative and "may" is permissive.
- 3.13 Words importing male persons include female persons and vice versa.
- 3.16 Words in the singular include the plural and words in the plural include words in the singular.

ARTICLE 4 - PROBATIONARY PERIOD (PERMANENT AND PERMANENT PART-TIME)

- 4.1 "Probationary Period" shall be a period of six (6) calendar months from the date of hiring in a permanent position. Upon completion of the probationary period, seniority shall be effective from the original date of employment.
- 4.2 The probationary period may be extended beyond the six (6) calendar month term. A performance appraisal and written notice of the extension will be given to the employee prior to the extension period. Such extension shall not exceed one (1) calendar month and shall not be renewable.
- 4.3 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement, except in respect to discharge.

ARTICLE 5 - RECOGNITION

- 5.1 The Employer recognizes the International Union of Operating Engineers Local 942 as the sole and exclusive collective bargaining agent for all of its employees covered by the Voluntary Recognition Order and all classifications in Appendix "A" of this Collective Agreement.
- 5.2 No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representatives which may conflict with the terms of this Collective Agreement.
- 5.3 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit or perform any work of the bargaining unit in such a manner as to result in a layoff or reduction of work hours of permanent employees.

ARTICLE 6 - RESPONSIBILITY FOR CONTINUANCE OF OPERATION

- 6.1 The Union agrees that during the life of this Agreement, there shall be no strikes, suspension or slowdown of work, picketing or any other interferences with the Employer's business and to this end the Union will take affirmative action to prevent any employee covered by this Agreement from going on strike or suspending or slowing down her work or picketing, or otherwise interfering with the Employer's business.
- 6.2 The Employer agrees that there shall be no lockout of employees during the life of this Agreement.
- 6.3 The Union agrees to cooperate with the Employer in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness and absenteeism.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 All the functions, rights, powers, and authority which are not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

These rights include but are not limited to the following:

- (a) to maintain efficiency and to make, alter, enforce, rules and regulations to be observed by employees;
- (b) to direct, hire, promote, demote, transfer, suspend, discipline, or dismiss employees, and to assign employees to shifts;
- (c) to schedule holidays, evaluate jobs, classify positions, and specify the employee's duties, and;
- (d) These rights shall not be exercised in a manner inconsistent with the expressed provision of this Agreement.

ARTICLE 8 - NO DISCRIMINATION

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

ARTICLE 9 - UNION SECURITY AND CHECK-OFF OF DUES

- 9.1 The Employer shall deduct each month from the salary due every employee an amount equal to the established monthly dues of the Union. Such monthly dues may be deducted proportionately on a bi-weekly basis.

- 9.2 The sums deducted pursuant to this Article shall be remitted to the treasurer of the Union prior to the 15th of the month following the month in which the deductions were made. The Union will keep the Employer advised of the amount of monthly dues from time to time as changes occur. The Employer shall, within sixty (60) days of the signing of this Agreement, provide the Union with the list of those employees from whom deductions from their salary has been made. The monthly payment of deductions made shall be accompanied either by a full list of employees affected or a list giving additions and deletions.
- 9.3 The Employer shall print the amount of Union dues paid in the previous year on each employee's Income Tax (T-4) slip.

ARTICLE 10 - PRECEDENCE OF LEGISLATION

- 10.1 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Should such negotiations fail to achieve agreement, the Parties hereby agree to Binding Arbitration.
- 10.2 During the term of this Agreement, the Parties hereby agree to establish provisions for Maternity Leave and Adoption Leave which shall become part of this Collective Agreement.

ARTICLE 11 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 11.1 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Article 9, dealing with Union security and dues check-off.
- 11.2 On commencing employment, the employee's immediate Supervisor shall introduce the new employee to his or her union steward(s) or representative.
- 11.3 The Employer shall forward to the Union office a list of all newly hired employees and their current address, phone number and email address, if applicable within thirty (30) days of the employee's hiring. The Employer will advise the Union of any changes to the above contact information within thirty (30) days of the date the Employer was made aware of any changes to an employee's contact information.

ARTICLE 12 - CORRESPONDENCE

- 12.1 All correspondence between the parties shall pass to and from the Employer's General Manager or delegate and the appropriate representative of the Union.

ARTICLE 13 - EMPLOYER-EMPLOYEE CONSULTATION COMMITTEE

- 13.1 Establishment of Employer-Employee Consultation Committee:

A Committee shall be established consisting of at least two (2) representatives of the Union and equal representation of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the public, and job security for the employees.

13.2 Function of Employer-Employee Consultation Committee:

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from employees, questions of working conditions and services (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.

13.3 Meeting of Employer-Employee Consultation Committee:

The Committee shall meet at least quarterly, or at the call of the Chair.

13.4 Chair of the Meeting:

An Employer and a Union representative shall be designated as joint chairs and shall alternate in presiding over meetings.

13.5 Minutes of Meetings:

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairs as promptly as possible after the close of the meeting. The Bargaining Unit, their representative, and the Employer shall each receive one (1) signed copy of the minutes within seven (7) days following the meeting.

13.6 Jurisdiction of Committee:

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

ARTICLE 14 - EMPLOYER-EMPLOYEE BARGAINING COMMITTEE

14.1 The Union's Bargaining Committee shall be appointed by the Union and consist of not more than two (2) members, excluding full-time representatives of the Union.

14.2 Employees designated pursuant to Article 14.1 shall have the right to attend all bargaining meetings with the Employer held within working hours without loss of remuneration or benefits.

14.3 The Employer shall not bargain with or enter into any agreement with an employee or group of employees within the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

14.4 Representative of Union:

The Union shall have the right, at any time, to have the assistance of its representative when dealing or negotiating with the Employer. Such representative shall have free access to investigate and assist in the settlement of a grievance.

14.4 Meetings of Committee:

In the event either party wishes to call a bargaining meeting, the meeting shall be held not later than fourteen (14) calendar days after the request has been given.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 For the purposes of this Agreement, "grievance" shall be defined as any dispute arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

15.2 Both parties recognize the benefit of dealing with such disputes as quickly as possible and shall make an earnest effort to settle such disputes promptly and fairly in the following manner:

Step I

Within five (5) working days of the known grievance, the aggrieved employee, shall present in writing to the Manager or his designated representative a grievance form indicating the nature of the grievance. The Manager or his representative shall provide a written response to the employee, with a copy to the Union, within seven (7) working days of receipt of the grievance.

Step II

Failing satisfactory settlement of the grievance in Step I, the grievance may be referred to arbitration as outlined in Article 16 within ten (10) working days of receipt of the decision referred to in Step I.

15.3 The Employer shall not hinder or restrict the grievor or the representative in any manner which shall impede their investigation or processing of a grievance. No member of the Union shall abuse such rights.

15.4 The Union or the Employer may institute a grievance and shall commence such procedure at Step II.

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

15.6 The Employer shall provide the necessary facilities for all grievance meetings.

- 15.7 If either party fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.
- 15.8 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 16 - ARBITRATION

16.1 Referral to Arbitration:

When either party requests that a grievance be submitted to arbitration, the request shall be made by FAX or registered mail addressed to the other party of the Agreement. Within ten (10) days thereafter, the Parties shall select an impartial Arbitrator. In the event the Parties cannot mutually agree upon who shall serve as the Arbitrator, the matter shall be referred to an Arbitration Board in accordance with Section 37 of the Labour Act R.S.P.E.I. 1974 Cap. L-1.

16.2 Who May be an Arbitrator:

No person shall be selected as an Arbitrator who is acting, or has within a period of six (6) months preceding the day of his appointment acted in the capacity of a solicitor, legal advisor, counsel, paid agent of either of the parties, or who has any pecuniary interest in the matters referred to the board.

16.3 Board Procedure:

The Arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the last arbitration hearing.

16.4 Decision of the Board:

The decision of the Board of Arbitrator shall be final, binding and enforceable on all parties, and shall not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which he deems just and equitable.

16.5 Disagreement on Decision:

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may request that the Arbitrator clarify his decision, which he shall do at his earliest convenience.

16.6 Expenses:

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

16.7 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

16.8 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievance, arbitration, or any other matter, excepting accident matters, that could be detrimental to employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

16.9 The Parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process as outlined in Appendix "B" that is attached to and forms part of this Agreement. The Panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. The decisions rendered are final and binding, but not precedent setting. Each grievance is heard and a decision reached on its own merit. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

ARTICLE 17 - DISCHARGE, SUSPENSION, AND DISCIPLINE

17.1 Discharge Procedure:

An employee who has completed his probationary period may be dismissed, but only for just cause, and only upon the authority of the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his Union representative or designate. Such employee and the Union shall be advised within ten (10) calendar days in writing by the Employer of the particulars for such discharge or suspension.

17.2 Unjust Suspension or Discharge:

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if the matter is referred to such an Arbitrator.

17.3 Warnings:

Whenever the Employer or his authorized agent deems it necessary to censure a permanent employee, in a manner indicating that dismissal may follow any further

infraction if such employee fails to bring his work up to a required standard by a given date; the Employer shall, within ten (10) calendar days thereafter, give written particulars of such censure to the employee involved, with a copy to the appropriate representative of the Union.

17.4 Employees Record:

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

17.5 Unauthorized absence from work may be grounds for dismissal. Absences from work for more than three (3) consecutive working days without the Employers consent shall be grounds for dismissal. Under exceptional circumstances, the employee will be relieved of the obligation to obtain consent for such an absence from the Employer.

17.6 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to an immediate hearing under Article 16 and shall not be obliged to follow Steps I and II.

17.7 An employee has the right, after making an appointment and during regular working hours, to consult his/her complete personnel file.

ARTICLE 18 - SENIORITY

18.1 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.

18.2 Retention, Accumulation and Loss of Seniority:

Seniority rights shall be retained and accumulated when an employee is absent from work because of sickness, accident, or leave of absence with pay approved by the Employer.

An employee laid off for up to twelve (12) consecutive months shall retain but not accumulate seniority. An employee shall lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) he is laid off for a period longer than twelve (12) consecutive months;
- (e) having been laid off he fails to return to work within two (2) weeks of recall;
- (f) the employee is excluded from the bargaining unit for a period longer than eight (8) consecutive months pursuant to Article 18.3.

18.3 Transfer and Seniority Outside Bargaining Unit:

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee returns to the bargaining unit within eight (8) months, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

18.4 When an employee has been granted leave of absence with pay, the seniority of such employee shall be retained and accumulated and any benefits measured by length of service shall accumulate during such paid leave of absence.

18.5 When an employee has been granted leave of absence without pay, the employee shall retain his seniority but shall not continue to accumulate seniority.

ARTICLE 19 - PROMOTIONS AND STAFF CHANGES

19.1 Job Postings:

When any vacancy occurs or a new position is created within the bargaining unit, the Employer shall immediately post notice of the position on bulletin boards for a minimum of seven (7) calendar days. A copy of all postings shall be forwarded to the Union on the day of the posting.

19.2 Information on Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, the number of hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

19.3 No Outside Advertising:

No outside advertising for any vacancy shall be placed nor shall any outside applicant be considered for a vacancy until the applications of present employees have been fully processed. When advertising outside, all advertisements shall state that such position is unionized and that wages and benefits are as the Collective Agreement of the International Union of Operating Engineers Local 902.

19.4 Within seven (7) calendar days of the date of appointment to a vacant or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of seven (7) calendar days.

19.5 Role of Seniority in Promotion and Transfers:

In making staff changes, the senior employee who possesses the required qualifications shall be awarded the job.

19.6 Trial Period:

The successful applicant shall be placed on trial in the new classification for a period of two calendar months. This trial period may be extended by written agreement of both

parties. Conditional on satisfactory service, after the trial period has been completed, the employee shall be declared permanent in the new position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his former position wage or salary rate without loss of seniority.

19.7 Casual employees who wish to work full-time will be given preference over new applicants where the employee has the qualifications to perform the duties of the position.

19.8 Promotions Requiring Higher Qualifications:

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualifications prior to filling of the vacancy. Such employee may, at the discretion of the Employer, be given a trial period to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

19.9 Pay During Up-grading:

Where an employee is required or requested to up-grade himself through an Employer approved training course and such request comes from the Employer, such employee will suffer no loss of remuneration or benefits while on such training course.

ARTICLE 20 - LAY-OFFS AND REHIRING

20.1 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority providing they are qualified to do the work. No new applicant will be hired until those laid off have been given an opportunity for re-employment in positions for which qualified.

20.2 The Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of lay-off, or award pay in lieu of, unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given. Pay in lieu of notice shall be based on the number of hours the laid off employee would have normally been scheduled to work.

20.3 "Lay-off" means the termination of employment or abolition of a post of an employee because of lack of work and recall rights will lapse if the lay-off lasts more than twelve (12) consecutive months.

ARTICLE 21 - HOURS OF WORK

21.1 The regular work week and regular work day for all employees covered by this Agreement shall be forty (40) hours per week and eight (8) hours per day.

21.2 Whenever possible each employee shall receive two (2) consecutive days off in each week.

- 21.3 Each employee may state her preference with regard to days off before the work schedule is drawn up and consideration shall be given to these preferences whenever they do not conflict with the need to maintain service and adequate levels of staffing.
- 21.4 Employees may exchange their days off with the consent of the Manager.
- 21.5 Each employee shall receive one fifteen (15) minute rest period for each four (4) hours of work performed. Employees shall also receive at least one-half hour (2) unpaid meal break for each period of eight (8) hours worked. For periods in excess of eight (8) hours, the employee shall receive additional meal breaks of the same duration for every four (4) hours of work.
- 21.6 Shift Differential – Employees will receive fifty (50) cents per hours premium pay for all hours worked from 5:00 PM to 7:00 AM inclusive, regardless of when the shift is scheduled to begin. The shift premiums shall not apply to calculating benefits other than wages.

ARTICLE 22 - OVERTIME

- 22.1 An employee who works in excess of the daily or bi-weekly hours shall receive overtime at the rate of time and one-half his regular rate of pay for all hours worked.
- 22.2 After eighteen (18) consecutive hours of work in any twenty-four (24) hour period or seventy-two (72) hours of work in any work week, the employee shall receive overtime at the rate of double his regular hourly rate of pay for all hours worked.
- 22.3 In lieu of overtime payment, an employee may bank such overtime hours for future use as time off with pay. Such time off will be given at the request of the employee, where operational requirements permit. All hours banked for this purpose shall be used by the employee during the calendar year. Any hours not used as time off shall be paid out by the Employer on the last pay period prior to Christmas.
- 22.4 Any employee who is off on five (5) days or more of continuous vacation and is called in to work shall be paid for all hours of work at the overtime rate and shall have their vacation day(s) rescheduled.
- 22.5 Permanent employees shall be given first opportunity to work any additional overtime hours on an evenly distributed basis. The Employer may utilize casual employees as per existing practices.
- 22.6 Employees required to use their own vehicles on Employer directed business shall be reimbursed at the rate of thirty (30) cents per kilometer.

ARTICLE 23 - VACATIONS

- 23.1 (a) The Employer shall maintain the presently established vacation year, and shall post the vacation policy on the bulletin board for the information of the employees.
- (b) Vacation shall be earned from the date of employment.
- 23.2 Vacation entitlements for permanent employees shall be earned as follows:
- One (1) to completion of eight (8) years of service - three (3) weeks' vacation with pay;

Eight (8) years to completion of eighteen (18) years of service - four (4) weeks' vacation with pay;

Eighteen (18) years to completion of twenty-five years of service - five (5) weeks' vacation with pay.

After completion of twenty-five (25) years of service – six (6) weeks' vacation with pay.

- 23.3 When a holiday falls within an employee's vacation period, that day shall constitute a holiday and not a day of vacation leave. Should a holiday be declared during an employee's vacation period, he must return on the regular date. A compensation day will be allowed at a mutually suitable date.
- 23.4 An employee whose employment is terminated for any reason shall be paid with his final pay an amount equivalent to any vacation which may have accrued to his benefit in accordance with Article 23.2 above.
- 23.5 Vacation may be carried forward to the following year. An employee who wishes to carry his entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward.
- 23.6 Employees proceeding on vacation may make application for any cheque(s) which would fall on pay days occurring during that vacation and receive the same in advance. Such application must be received by the payroll office one whole pay period prior to the pay period immediately preceding the date of commencement of vacation. This provision shall become null and void in the event the Employer moves to a direct deposit payroll system.
- 23.7 Where operational requirements permit, employees shall be given their choice of vacation periods according to seniority, within their departments. Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- 23.8 An employee hospitalized or confined to bed on doctor's orders during his vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate and provided the illness is reported to the Employer at the time it occurs. He shall have his vacation rescheduled at a later date.
- 23.9 (a) An employee, upon his separation from his Employer, shall compensate the Employer for vacation which was taken but not earned at the time.
- (b) An employee's estate will not be required to compensate for unearned vacation leave in case of separation due to death of the employee.
- (c) A permanent employee will not be required to compensate for unearned vacation leave where there is an involuntary separation due to lay-off or permanent disability.

ARTICLE 24 - HOLIDAYS

24.1 All employees shall receive one day paid leave for each of the following holidays each year:

| | |
|------------------|---------------|
| Victoria Day | Boxing Day |
| Canada Day | New Years Day |
| Labour Day | Good Friday |
| Thanksgiving Day | Easter Monday |
| Remembrance Day | Christmas Day |
| Floating Holiday | Family Day |

and all other days as proclaimed by the Provincial or Federal Governments.

The Floating Holiday shall be taken at a time mutually agreed upon between the Employer and the Employee.

In the event the holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday for the purposes of this Agreement.

24.2 An employee who is scheduled to work, and works on a holiday, shall receive pay at the rate of time and one-half and shall have the holiday rescheduled.

24.3 If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off within sixty (60) days. Except in the case of an emergency, the alternate day off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed. If the alternate day off is not given within sixty (60) days, payment shall be made at the over-time rate.

24.4 If an employee is requested to work on a holiday when he was not scheduled to work, and works, he shall receive pay for that day at double his hourly rate and he shall have her holiday rescheduled.

ARTICLE 25 - SICK LEAVE

25.1 Each regular permanent employee shall accumulate sick leave credits at a rate of one and one-half (1 1/2) working days per month for each calendar month of continuous employment up to a maximum of one hundred and fifty (150) working days.

25.2 For the purpose of computing sick leave accumulation, all approved leave with pay shall be counted as working days.

25.3 In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the Manager.

25.4 When a holiday under Article 24 occurs while an employee is on paid sick leave, no deduction from the accumulated sick leave credits shall be made for that day.

25.5 For any reported illness in excess of three (3) consecutive working days the employee may be required to submit proof of illness. If proof of illness is not submitted when requested, the time absent from work will be deducted from the employee's salary. In cases of an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.

- 25.6 Permanent part-time employees shall receive sick leave credits on a proportionate basis to time worked.
- 25.7 When an illness is considered by the Employer to be caused due to the use of alcohol or other drugs and where the employee concerned voluntarily selects or is directed to undertake a full treatment and rehabilitation program, the employee will be granted sick leave with pay in accordance with the Agreement.
- 25.8 An employee who is injured or becomes ill during working hours and is unable to continue work, shall receive pay for the remainder of the shift or work day at his regular rate of pay without deduction from sick leave, provided that a doctor states that the employee is unfit to work on that day. The employee shall be permitted to see a doctor during working hours to determine the seriousness of the illness or injury.
- 25.9 Each employee shall be allowed one sick day or necessary portion thereof, to travel to another area for a medical appointment for himself or a member of his immediate family. Proof of this visit - a medical certificate - shall be provided upon request. This is to be granted as the need arises, and not to exceed three (3) days per year. These three (3) sick days can be used at one time or individually. Immediate family, for the purposes of this Article, shall mean an employee=s spouse, common-law spouse, or children residing at home.
- 25.10 Abuse of sick leave policy may result in the employee being suspended or discharged.
- 25.11 For the purposes of this Article, payment for sick leave shall be made on the basis of eight (8) hours per day at the employee=s regular rate of pay.
- 25.12 Employees shall have the right to inquire about the number of accumulated sick leave days to their credit.

ARTICLE 26 - LEAVE OF ABSENCE

- 26.1 Where operational requirements permit, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to represent the Union at Union conventions; and the Union shall reimburse the Employer for receipt of such pay.
- 26.2 Where operational requirements permit, Union members selected by their Union to represent their Union at the local level or at the bargaining unit level, during negotiations, conciliation or arbitration cases, or while processing grievances or adjudications, shall be granted leave of absence with pay and without loss of seniority providing the preceding is held on the employee's scheduled shift.
- 26.3 Where operational requirements permit, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed at the local level to represent the Union at Labour Schools or Seminars and the Union shall reimburse the Employer for receipt of such pay.
- 26.4 Where operational requirements permit, leave of absence with pay and without loss of seniority shall be granted to any employee(s) elected or appointed to attend Executive or Committee meetings of the Union, its affiliated or chartered bodies, and the Union shall reimburse the Employer for receipt of such pay.

- 26.5 Leave of absence with pay or without pay for reasons other than those above may be granted after application to the Manager. Such leaves will not be unreasonably withheld.
- 26.6 Each individual employee will not be required to secure his own replacement for such leave.

ARTICLE 27 - EDUCATIONAL LEAVE

- 27.1 Employees authorized by the Employer to attend professional or technical provincial meetings and workshops shall be granted leave of absence with pay.
- 27.2 Educational leave for the purpose of taking advanced or supplementary short courses of professional or technical training may be granted to employees with pay under the conditions as granted under policies as approved by the Employer.
- 27.3 The Employer recognized that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops and lectures to be held on the Employer's premises, if space is available during the employee's lunch period of following the regular work day.

ARTICLE 28 - COMPASSIONATE LEAVE

- 28.1 (a) An employee shall be granted three (3) regularly scheduled consecutive work days leave with pay, provided the days are taken within seven (7) days of the death, excluding days off, without loss of pay and benefits, in the case of death of a parent, spouse, brother, sister, child, common-law spouse, mother-in-law, father-in-law.
- (b) An employee shall be granted one (1) regularly scheduled work day leave with pay to attend the funeral of his sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.
- (c) Where the burial occurs outside of the Province, such leave shall also include reasonable traveling time, not to exceed two (2) days.
- (d) Subject to 28.1(a) if an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave.
- 28.2 One-half (1/2) day compassionate leave without loss of salary or wages shall be granted to attend a funeral as a pallbearer, flower bearer or reader.
- 28.3 In the case of serious illness of a parent, wife, husband, brother, sister, child, compassionate leave of up to three (3) days shall not unreasonably withheld. Where the illness occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed two (2) days provided that entitlement shall depend on particular circumstances.

ARTICLE 29 - INJURED ON DUTY

- 29.1 While an employee is in receipt of a wage loss benefit pursuant to the Worker's Compensation Act of Prince Edward Island the employee shall receive from the Employer 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 Employer 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 payment, and if necessary, payment of the employee's share of certain benefits, as determined by the Employer. A wage loss benefit supplement will only be paid by the Employer while an employee is receiving a wage loss benefit under the Act, and for a maximum period of two continuous years from the date wage loss benefits are first paid to the employee pursuant to the Act.

29.2 The absence of an employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

29.3 An employee who is injured during working hours, and is required to leave for treatment, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless the attending physician states that the employee is fit for further work on that shift.

ARTICLE 30 - ADVERSE WEATHER CONDITIONS POLICY

30.1 In the event that the Employer closes its operations due to inclement weather the Employer shall allow the employees to make up any lost hours at an alternate time.

ARTICLE 31 - TERMINATION OF EMPLOYMENT (OTHER THAN DISCHARGE ARTICLE 17)

31.1 For properly advanced planning, both parties mutually agree that the employee should attempt to give as much advance notice as possible in terminating employment and vice versa.

ARTICLE 32 - RETIREMENT AND RETIREMENT ALLOWANCE

32.1 When an employee who has attained the age of fifty-five (55) and ten (10) years continuous service or more retires, the Employer shall pay an employee a retirement allowance equal to forty (40) hours pay for each year of service at his regular rate of pay. A year of service for the purpose of this Article shall constitute two thousand and eighty (2080) work hours. The maximum retirement allowance payable shall be equivalent to one thousand and forty (1040) working hours.

32.2 An employee who requests to retire as a result of a permanent disability shall be entitled to a retirement allowance of forty (40) hours pay for each year of service calculated as above provided the employee has been deemed permanently disabled under either the Workers Compensation Act or the Canada Pension Act. The maximum retirement allowance payable shall be equivalent to one thousand and forty (1040) working hours.

ARTICLE 33 - SEVERANCE PAY

33.1 Severance pay shall be paid to eligible employees who have five or more years of continuous service when their employment is terminated because of layoff as outlined in Article 20.3. Payment will be made following the completion of the twelve (12) month recall period or at any time during the twelve (12) month period providing the employee waives his right to recall.

- 33.2 Severance pay shall be calculated on the same basis as Retirement Allowance to a maximum of one thousand and forty (1040) hours pay.
- 33.3 Severance pay is not payable in addition to Retirement Allowance as provided in Article 32 of this Agreement.
- 33.4 At the employee's request the payment of severance pay shall be:
- (a) a lump sum payment
 - or
 - (b) held over to the taxation year following termination.

ARTICLE 34 - PAYMENT OF WAGES AND ALLOWANCES

- 34.1 The Employer shall pay wages and salaries in accordance with Appendix "A: attached hereto and forming part of this Agreement.
- 34.2 Casual employees shall earn an additional four percent (4%) of gross earnings as vacation pay and such pay shall be paid on a bi-weekly basis.

ARTICLE 35 - TEMPORARY ASSIGNMENT PAY

- 35.1 A temporary wage increase for temporary assignments shall apply to Casual or Permanent employees who are assigned or asked to take on responsibilities which would effectively place them in a higher classification for one shift or more. Employees taking a temporary assignment shall be paid the wage rate of the position they are temporarily working.

ARTICLE 36 – COST of LIVING DIFFERENTIAL

- 36.1 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 Employer shall calculate the dollar difference between the salary increase and CPI less one percent (CPI -1%) and shall:
- a) Pay the dollar difference to the employee in a lump sum within forty-five (45) days of the issuing of the CPI by Statistics Canada; and
 - b) Add the dollar difference to the employees' basic salary to form the employees' new 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:

| | | |
|--|-----------|-----------|
| | E.g. 1 | E.g. 2 |
| 1. Salary increase: | 2% | 2% |
| 2. CPI: | 3% | 4% |
| 3. CPI less 1%: | <u>2%</u> | <u>3%</u> |
| 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 37 - PAYROLL PERIODS

- 37.1 Pay periods shall be bi-weekly. Pay days shall be every second Thursday.
- 37.2 When pay day falls on a holiday, pay day shall be the last banking day prior to the holiday.
- 37.3 The Employer may upon thirty (30) days written notice to the employees, institute a direct deposit payroll system. In this even the Employer shall provide a bi-weekly payroll statement to each employee outlining all earnings and deductions.

ARTICLE 38 - SAFETY AND HEALTH

- 38.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer and used by the employee. It is mutually agreed that both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.
- 38.1.1 The Employer shall provide at no cost to the employee an approved First Aid Course and C.P.R. training as well as any required refresher courses. Time spent at such courses shall be considered as time worked and paid for at the applicable rate of pay.

ARTICLE 39 - GROUP INSURANCE AND PENSION PLAN

- 39.1 The Employer agrees to pay on behalf of the employees an amount equal fifty percent (50%) of the combined premium expense for Health Insurance (Extended Health and Dental Insurance) and Group Insurance (Life, AD&D and Long Term Disability).
- 39.2 The Employer agrees to retain and maintain the Group Life, Group Medical and Dental Plans during the term of this agreement.
- 39.3 The Employer will pay to permanent employees, on a matching contribution basis, five percent (5%) of the employees gross earnings into an employee Self Directed R.R.S.P. The existing arrangements for this fund shall be continued and shall not be changed unless mutually agreed to by the Parties.

ARTICLE 40 - CLOTHING AND SAFETY APPAREL

- 40.1 Permanent employees who are required to wear uniforms shall have such uniforms supplied by the Employer at no cost to the Employee. Uniforms shall be made of such material to provide for the comfort and safety of the Employee.

ARTICLE 41 - SUBCONTRACTING

- 41.1 The Employer agrees that jobs and work on services presently performed or hereafter assigned to the bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, corporation, person, company, organization or non-unit employee in such a manner as to result in the layoff or reduction of work hours for bargaining unit members.

ARTICLE 42 - ESTABLISHMENT OR ELIMINATION OF A POSITION

42.1 Establishment of New Position:

When any new position not covered by Appendix "A" and within the confines of the Certification Order or pertinent legislation is established during the lifetime of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by the employee. The Employer shall not post the position until a pay rate has been established.

ARTICLE 43 - TECHNOLOGICAL CHANGE

43.1 Both parties recognize that there can be advantages to technological change and with this in mind will work together to ensure a smooth implementation of such technological change in the workplace. With this in view, and recognizing the extensive lead time required for the selection, installation and providing of sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one (1) calendar month notice to the Union of any major technological change in equipment which would result in changes in the employment status or working conditions of employees as provided for in this Agreement.

In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change. Employees who have their working status or working conditions change as a result of such technological change shall be given a reasonable period of time to adapt to such changes and shall, where applicable, be offered retraining by the Employer.

ARTICLE 44 - BULLETIN BOARDS

44.1 A bulletin board shall be made available in a suitable location for the posting of Union and Employer notices.

ARTICLE 45 - DISABLED EMPLOYEE PREFERENCE

45.1 Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advanced years or temporary disability, is unable to perform his duties, shall be given priority of consideration for any light work available, and for which he is qualified, at the salary payable for the position to which he is assigned.

ARTICLE 46 - MEETINGS ON EMPLOYER PROPERTY

46.1 Permission may be granted by the Employer for staff union meetings to be held on its property. Permission shall not be unreasonable denied.

ARTICLE 47 - RETROACTIVITY

47.1 All wages and benefits under the Collective Agreement are retroactive, and shall apply to all employees whether permanent or casual employed as of January 1, 2022, or who become employees thereafter, and shall be computed and paid within thirty (30) days or less from the signing of this Agreement. If considered necessary by the Employer, this period may be extended by thirty (30) days.

ARTICLE 48 - TERM OF AGREEMENT

48.1 Effective Date:

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2024 and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing within sixty (60) days of the expiry date that it desires its termination or amendment.

48.2 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.

48.3 Notice of Changes:

Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed. Negotiations shall commence within twenty (20) days of such notice unless mutually agreed to by the Parties.

This Agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.

Dated at Charlottetown, Prince Edward Island

this _____ day of April, 2022.

CHARLOTTETOWN CIVIC
CENTER MANAGEMENT INC.
(Trade Center)

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 942

APPENDIX "A"

| | <u>CLASSIFICATION</u> | <u>Jan. 1/22</u> | <u>Jan. 1/23</u> | <u>Jan. 1/24</u> |
|----|----------------------------------|------------------|------------------|------------------|
| 1. | Event and Maintenance Technician | \$25.70 | \$26.22 | \$26.74 |
| 2. | Equipment Operators | \$24.97 | \$25.45 | \$25.98 |
| 3. | Cleaning Staff | \$16.24 | \$16.56 | \$16.89 |

APPENDIX "B"

Canadian Joint Grievance Panel

LETTER OF UNDERSTANDING
BETWEEN
CHARLOTTETOWN CIVIC CENTER MANAGEMENT INC.
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 942

The Parties hereby agree that all unused vacation credits and sick leave credits earned by permanent employees with the PEI Canada Games Complex Inc. (Trade Center) shall be transferred to the employees account with the Charlottetown Civic Center Management Inc.

The Parties further agree that for all permanent employees, their years of service with the PEI Canada Games Complex Inc. shall be recognized by the Charlottetown Civic Center Management Inc. for seniority and other purposes related to the Collective Agreement.

This Letter of Understanding shall be attached to, and form part of, the Collective Agreement signed between the Parties.

Dated at Charlottetown, this _____ day of April, 1999.

David McGrath
On behalf of the Charlottetown
Civic Center Management Inc.

Lisa Ferguson
On behalf of the International
Union of Operating Engineers Local 942

**LETTER OF AGREEMENT
BETWEEN
CHARLOTTETOWN CIVIC CENTER MANAGEMENT INC.
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 942**

RE: Event Maintenance Technician job description and remuneration

The Parties commit to a joint Employer and Union evaluation of the Event and Maintenance Technician's duties, job description and remuneration with a view to determining whether further market wage adjustments in the next round of collective bargaining are warranted. The Parties agree that this process will not result in the Event Technician's wages being reduced. The letter will form part of the collective agreement and will expire unless renewed.

Dated at Charlottetown, this _____ day of April, 2022.

Jennifer Shebib
On behalf of the Charlottetown
Civic Center Management Inc.

Tracy Robertson
On behalf of the International
Union of Operating Engineers Local 942