



**September 24<sup>th</sup>, 2025**

Mayor Brown, Deputy Mayor Jankov, Councillor Muttart, Councillor Beck, Councillor Tweel, Councillor Ramsay, Councillor Doiron, Councillor McAleer, Councillor MacKinnon, Councillor McCabe, and Councillor Bernard.

Today is 58 days on strike.

We know that you met last night in a closed session to discuss union matters with regards to CUPE Local 830. We hope that you set a new mandate. The City Council has the power to make recommendations on these matters and direct the City's bargaining team in negotiations. The scope of your Human Resources Standing Committee is, "To advise and make recommendations on labour negotiations with the bargaining units." The Council ratified and approved our Memorandum of Settlement on October 29, 2020. To facilitate your work, we have attached a sample resolution that you can use to end this strike.

Furthermore, Councillors and the Mayor can form their own bargaining team and can be at the bargaining table. This is the case in other municipalities in the Atlantic region. What is preventing you from being on the bargaining team or change your team? The City Council approves the terms of the negotiator and the expenditures. You can make changes as you see fit.

CUPE Local 830 has been fighting to protect long-standing language in their collective agreement that your City's bargaining team wants to change or remove. Your bargaining team caused the situation that led to this strike by demanding those concessions in this round of bargaining. This was not about us demanding anything new other than a fair wage proposal that respects our work.

**Lets be perfectly clear, CUPE Local 830 would not have been in a strike position if the city had not demanded concessions and ignoring our reasonable and justified wage ask at the bargaining table!**

We are available to meet with the City Council any time this week to explain the current situation with CUPE Local 830.

Rob Howatt, on behalf of the members of CUPE Local 830

Attachments:

Sample Resolution

Resolution to approve the Memorandum of Settlement, October 29, 2020



## CUPE LOCAL 830, WATER AND SEWER WORKERS

### RESOLUTION FOR COUNCIL

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Resolution #001

MOTION CARRIED \_\_\_\_\_

MOTION LOST \_\_\_\_\_

Date: September XXXX, 2025

Moved by Councillor \_\_\_\_\_ [print name: \_\_\_\_\_]

Seconded by Councillor \_\_\_\_\_ [print name: \_\_\_\_\_]

#### RESOLVED:

That the City approves CUPE 830's tentative agreement covering these key issues:

- **Job Security, Seniority Rights, Recruitment and Retention Issues**
  - **Guaranteed weeks for Part-Time employees**
  - **Guaranteed number of Full-Time employees in conjunction with Seasonal and Part-Time employees**
  - **Maintain language on promotions requiring higher qualifications**
  - **New Article on new employees and the required qualifications**
- **Wages**
  - **3.5% per year (14% over 4 years)**
- **Agreed Articles as of June 23<sup>rd</sup>, 2025**
- **Articles that the Union is willing to withdraw**
- **Agreed to Articles signed off**

And that, the Mayor and CAO are hereby authorized to execute standard contracts and agreements to implement this resolution.



# CITY OF CHARLOTTETOWN

## RESOLUTION

*Carried*

MOTION CARRIED

*8-0 (Councillors*

*HR # 1*

MOTION LOST

*Bernardi Coady*

*absent*

Date: October 29, 2020

Moved by Councillor

*Alan*

*Jonkov*

Seconded by Councillor

*Jon Coady*

*Jon Coady*

RESOLVED:

*That the attached Memorandum  
of settlement between the City of  
Charlottetown and CPE, Local 830,  
be approved as presented.*

# MEMORANDUM OF SETTLEMENT

between

THE CITY OF CHARLOTTETOWN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 830  
WATER and SEWER UTILITY EMPLOYEES**

**WHEREAS** the Collective Agreement in effect from January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2018 has expired;

**AND WHEREAS** the parties commenced negotiations on May 7<sup>th</sup>, 2019 for a new Collective Agreement;

**AND WHEREAS** the parties reached a tentative agreement on September 22<sup>nd</sup>, 2020;

**NOW THEREFORE THE PARTIES TENTATIVELY AGREE AS FOLLOWS:**

That the Collective Agreement dated January 1<sup>st</sup>, 2019 to December 31<sup>st</sup>, 2022 be renewed unchanged except as specifically amended as follows:

## ARTICLE - PROMOTIONS AND STAFF CHANGES

### 14.01 Job Postings

When a new position is created, or when a vacancy occurs, for any position covered by this Agreement, the Employer should immediately post notice of the position on the Employer's bulletin boards in all departments covered by this Agreement for at least ten **(10) calendar days** before being filled. Copies of all such bulletins shall be forwarded to the Secretary of the Union.

## ARTICLE 16 – HOURS OF WORK

### 16.02 (1) Hours for Utility Field Staff, including Technicians and Operations Clerks

The normal working day for all field staff, including Technicians and Operations Clerks, shall be eight consecutive working hours of 8:00 a.m. – 4:00 p.m., Monday through Friday. Staff will be permitted to eat lunch while working, without loss of pay.

Summer hours for field staff, including Technicians and Operations Clerks **(excluding Operations Clerks at City Hall)** shall be eight consecutive working hours of 7:30 a.m. – 3:30 p.m., Monday through Friday. Staff will be permitted to eat lunch while working, without loss of pay.

Summer hours for field staff, including Technicians and Operations Clerks **(excluding Operations Clerks at City Hall)** shall begin the first Monday in June and end the last Friday in September, unless otherwise determined by the Employer.

For the months of May and October, by mutual agreement between employees and the Utilities Manager, hours of work shall be any eight consecutive hours between 7:00 a.m. – 5:00 p.m.

### (2) Hours for City Hall Utility Finance Staff

City Hall Utility **Clerical and Finance** Staff shall work the same hours of work as the City Hall hours of work, both summer and winter.

### 16.03 (2) The designated duty person shall have access to a **duty cell phone and shall at all times be available by cell phone for the purpose of call back** pursuant to Article 17.

## ARTICLE 17 - OVERTIME

### **17.02 (1) Remote/Call Back Pay**

The Duty Person shall receive notification when the Supervisory Control and Data Acquisition (SCADA) remote access system generates a red alarm outside the Duty Person's regular working hours (i.e. when there is a break between the employee's regularly scheduled hours and the notification). Payment shall be as follows:

- a. If the alarm is resolved remotely by a Station Operator, both the Duty Person and the Station Operator shall receive overtime pay at the applicable rate for a minimum of one and one half (1.5) hours.
- b. If the duty person is a Station Operator, and the Station Operator resolves the issue remotely the Station Operator shall receive overtime pay at the applicable rate for a minimum of one and one half (1.5) hours.
- c. If the issue cannot be resolved remotely, employees who report for work shall be paid in accordance with Article 17.02 (2).

Additional calls received during the one and one-half hour period shall not result in an additional call back payment.

The overtime rate shall be time and one half (1.5) the employee's regular rate of pay Monday to Friday, inclusive and double time (2) the employee's regular rate of pay on Saturday and Sunday.

### **17.02 (2) Call Back Pay**

An employee called in to work outside his regular working hours shall be paid a minimum of three (3) hours at time and one-half (T1/2) from Monday to Fridays inclusive, and three (3) hours at double time (2) on Saturday and Sunday inclusive, whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do.

When an employee has completed the assigned work for which he was called, he may return back home. It is further agreed, however, that any repeat callouts for the same reason within the three (3) hour period shall be considered an extension of the first callout for pay purposes. Callouts for a different cause with no direct link will be deemed separate callouts even if they occur within the three (3) hour period.

## ARTICLE 20 - SICK LEAVE PROVISIONS

### 20.09 Illness in the Family

Where no one other than the employee can provide for the needs during illness of an immediate member of his family (as defined in Article 21.03), an employee shall be entitled, after notifying his supervisor, to use a maximum of ~~five (5)~~ **ten (10)** accumulated sick leave days in any calendar year for the purpose.

## ARTICLE 26 – TERM OF AGREEMENT

### 26.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2016 **2019** to December 31, ~~2018~~ **2022**. This Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing by November 1 in any year that it desires its termination or amendment.

## ARTICLE 28 – CLOTHING

### 28.03 Clothing

The Employer shall supply the non-clerical employees the following clothing to be replaced as required:

1 pair of steel toe rubber boots

1 complete rubber suit

1 pair of Employer approved CSA approved safety boots – Alternatively, should the employee prefer to purchase their own CSA approved safety boots, the Employer shall provide a receipted reimbursement for the safety boots, to a maximum of ~~two hundred (\$200.00)~~ **two hundred and fifty dollars (\$250.00)**

~~Full-time clerical employees shall be provided with an annual receipted reimbursement for shoes to a maximum of two hundred \$200.00 per year to purchase work appropriate footwear.~~

### 28.06 Hepatitis "A" Immunization

The Employer agrees to pay the full cost of Hepatitis "A" and "B" and any other recommended immunization for employees who are at risk due to the nature of their duties as sewage workers under the latest edition of the **as advised by the Chief Public Health Officer of Health PEI. Original receipts will be required for reimbursement.**

### **Appendix "A" – All Classifications**

2% - 2019

2% - 2020

2% - 2021

2% - 2022

**Clerical Wage increase of \$2.40 per hour paid at the amount of \$0.60 in each year of the four-year contract. In each year of the contract the increase shall be applied before the annual wage increase is calculated.**

**Operations Clerk II wage increase of 9% paid 2% - 2% - 2% - 2.8% each year of the four-year contract. In each year of the contract the increase shall be applied before the annual wage increase is calculated.**

## APPENDIX "B"

A casual employee will not perform the following duties, unless mutually agreed between the parties:

1. Hydrant Flushing & Maintenance
2. Valve Exercising
3. Physically Connecting to System Mains & Laterals
4. Installation of Water & Sewer Pipe & Fittings
5. Responding to Customer Complaints
6. Turning on & off Water Services
7. Operating Sewer Flusher
8. Operating Air Compressor
9. Operating Heavy Equipment
10. Operating Sewer Video Equipment
11. Operating Gas Detectors
12. Operating Water & Sewer Stations
13. Reading Water Meters
14. Inspecting New Water & Sewer Construction/Installations
15. Detecting System Leaks
16. Locating Water & Sewer, Mains & Services
17. Laying out Utility work
18. Supervising
19. Jack Hammering
20. Manhole Maintenance
21. Compacting soil – tampering work
22. Topsoil and landscaping work, except when working with a CUPE, Local 830 part time employee
23. Reinstating asphalt, except when working with a CUPE, Local 830 foreman employee
24. ~~Lawn mowing and~~ **Painting** except when working with a CUPE Local 830 employee. **Hydrant painting is permitted by a Casual employee at any time without working with a CUPE Local 830 employee.**
25. **Confined Space Work**
26. **Traffic Control Set up**
27. **Smoke Testing Sewer Mains**

## APPENDIX "C"

## Contracting Out

1. The Employer and the Union agree that "repairs and maintenance" of the Utility water & sewer system is the work of the bargaining unit, except for components of the Utility water & sewer system while under warranty are the responsibility of the contractor, which for purposes of clarification is defined as follows:

Maintenance is the day to day work required to keep the Utility water & sewer systems operating in an efficient manner in accordance with the design requirements.

Repair is the day to day work required, as the result of the damage to or failure of the utility water and sewer system, to restore the system back to working condition.

2. The Union and the Employer agree that work which falls within the parameters listed below is maintenance and repair work:

### Parameters

- a. Pipe Length 20 meters or less **(60 meters or less for service laterals)**
- b. Length of Time for Construction Five days or less
- c. Equipment Required Utility Equipment - normally used  
(owned/rental with or without operator)

3. (i) The Union and Employer recognize ongoing maintenance work to Utility water & sewer service laterals relating to repairs, replacements, upgrades, abandonments, rehabilitations, and interconnections of laterals to the existing Utility water and sewer mains, is the work of the Bargaining Unit and will not be contracted out unless mutually agreed.


(ii) The Union and Employer recognize interconnections of new mains to existing water and sewer mains is the work of the Bargaining Unit and will not be contracted out unless mutually agreed. **Technological change will not result in the contracting out of this work unless mutually agreed.**

4. Notwithstanding paragraph 3 above, the Union and Employer agree that Utility water & sewer service laterals that require replacement at the time of replacing **or rehabilitating** an existing watermain and/or sewer main, is not work of the Bargaining Unit.
5. It is understood that if at any time the Employer chooses to use Bargaining Unit employees to do work which it could have contracted out, the work done does not become work of the Bargaining Unit at any future time.

6. The Union and the Employer agree that maintenance and repair work projects at different locations including manholes, gate valves / boxes, hydrants, water services, water meters and sewer laterals which fall inside of the parameters contained in paragraph 2 of this Agreement, will not be combined into one contract for the purpose of exceeding the parameters.

The parties agree to recommend this tentative settlement to their respective groups for ratification.

Dated at Charlottetown, Prince Edward Island, this 6 day of **October, 2020**.

  
On behalf of CUPE Local 830

  
On behalf of The City of Charlottetown