

COLLECTIVE AGREEMENT

Between

The Rothesay Regional Joint Board of Police Commissioners,
The "Employer"

And

The Police Officers employed by
The Rothesay Regional Joint Board of Police Commissioners,
Local 1905, Canadian Union of Public Employees,
The "Union".

Expiry Date: December 31, 2015

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THIS AGREEMENT made this ____ day of December 2011.

BETWEEN: The Rothesay Regional Joint Board of Police Commissioners,
hereinafter called the "Employer",

AND: The Police Officers employed by the Rothesay Regional Joint
Board of Police Commissioners, Local 1905, Canadian Union of
Public Employees, hereinafter called the "Union".

ARTICLE 1 - PREAMBLE

01.01 It is the intention and purpose of the parties of this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this agreement, and to ensure efficient and effective policing for the communities served by the Rothesay Regional Police Force.

THE PARTIES THEREFORE AGREE:

ARTICLE 2 - MANAGEMENT RIGHTS

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

02.02 Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:

- (a) hire, transfer within the department and, for just cause, discharge, discipline and demote;
- (b) classify, promote and assign employees;
- (c) to be the judge of the qualification of employees;
- (d) to determine the numbers and jobs of employees required from time to time consistent with proper public service;
- (e) to maintain order, discipline and efficiency;
- (f) to determine schedules, methods, sequences and locations of operations.

The Employer shall exercise its rights consistent with the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through grievance and/or arbitration.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 03.01 Bargaining Unit** – The Employer recognizes the Canadian Union of Public Employees and its local 1905 as the sole and exclusive Bargaining Agent for, all Employees, other than those holding the ranks of Inspector, Deputy Chief and Chief of Police and those excluded by the Industrial Relations Act.
- 03.02 Work of the Bargaining Unit** – Persons whose regular jobs are not in the Bargaining Unit shall not replace any regular employee on any job which is included in the Bargaining Unit except in cases of emergencies, where regular employees are not available. "Emergency" shall be defined as something that was not known twelve hours before its occurrence.

ARTICLE 4 - NO DISCRIMINATION

- 04.01** Each of the parties hereto agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced against any Employee for any reason.
- 04.02** It is agreed that the Federal Human Rights Code and the Human Rights Code of the Province of New Brunswick will apply to this Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 05.01 Union Membership** – All future employees of the employer, shall, as a condition of continued employment, become and remain members of the Union within thirty (30) days of employment with the Employer.
- 05.02 Expulsion/Suspension** – Notwithstanding 05.01 above, nothing in the Agreement shall require the Employer to discharge an Employee only because he/she has been expelled or suspended from membership in the Union.
- 05.03 New Employees** – The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- 05.04 Copies of Agreement** – Within two weeks of a new Employee being hired, the Chief of Police or the Employee's immediate Supervisor shall introduce the new Employees to his/her Union Steward or representative. The steward or representative will provide the new Employee with a copy of the Collective Agreement.

05.05 Interviewing Opportunity – A representative of the Bargaining Unit shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

06.01 Check-Off – The Employer shall deduct and forward to the Secretary-Treasurer of the Union, initiation fees, assessments and monthly dues for all Employees who have been employed for a minimum of thirty (30) days accompanied by a list of the names of all Employees from whose wages the deductions have been made.

06.02 Deductions – The Employer agrees to make such deductions from each pay and to forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) day of the same month, together with a list of all Employees from whose wages the deductions have been made and the corresponding amount of each employees deduction.

ARTICLE 7 - CORRESPONDENCE

07.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from departmental representatives and the President of the Union with a copy of the Bargaining Agent.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

08.01 A Labour/Management Committee shall be established consisting of the Union Executive and an equal number of representatives of the Employer if so desired. This Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the public.

08.02 Function of Committee – The Committee will concern itself with matters of the following nature:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and Employee;
- (b) increasing operating efficiency by promoting co-operation in effecting economy moves;
- (c) improving of service to the public;
- (d) promotion of safety and sanitary practices and the observance of safety rules;

- (e) reviewing suggestions from Employees;
- (f) promoting education and training of staff;
- (g) the Occupational Health and Safety Act of the Province of New Brunswick.

08.03 The Labour/Management, Health and Safety and Sick Leave Bank Committee may meet monthly. Any Union Representative shall have the privilege of attending committee meetings held within his/her scheduled working hours without loss of pay or benefits provided there is no additional cost to the Employer.

ARTICLE 9 - BARGAINING MANAGEMENT RELATIONS

09.01 **Representation** – No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union will supply the Employer with names of its officers.

No employee shall be required or permitted to make a written or verbal agreement with the Employer which is in violation of the terms of this Agreement.

09.02 Representative of the Canadian Union of Public Employees - The Union shall have the right at any time to have the assistance of a Representative of C.U.P.E. when dealing with the Employer. Such Representative shall have access on the Employer's premises as designated by the Chief of Police. The Union shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Employer.

09.03 Employer Representative - The Employer shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Union.

09.04 **Interest Based Mediation** – The parties may agree to apply the principles of interest-based negotiation in jointly striving to resolve disputes which may arise in the workplace. The principles of interest-based negotiation are: process count; focus on issues, not personalities; focus on interests, not positions; jointly discuss and evaluate options; and to create options to satisfy interests.

9.05 **Regulations/Policies** – Subject to the Police Act, if there is any conflict between the provisions of the regulations and/or policies governing the Rothesay Regional Police Force and the provisions of this Agreement, the provisions of the latter shall govern.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Union shall establish a Grievance Committee, and shall advise the Employer the membership thereof, with a copy to the Chief of Police.

When an employee becomes aware that a grievance may exist, in an effort to seek an early resolution, the matter shall first be taken up with the supervisor/managers concerned.

If the matter is not resolved, the employee shall within sixty (60) days of the known grievance, forward the grievance in writing to the Grievance Committee. The Grievance Committee will consider the merits of the grievance.

Step One – If the grievance is considered legitimate by the Grievance Committee, a copy shall be sent to the Chief of Police. A member of the Grievance Committee and a member of management staff shall be designated to conduct a joint union-management fact finding process and to seek an informal resolution of the grievance within five (5) days of having received notice.

Step Two – If the alleged grievance is not resolved at the Informal Resolution stage, the Employee shall take up his/her grievance with the Chief of Police within ten (10) working days (exclusive of weekends and recognized holidays). The Chief shall render a decision within ten (10) working days (exclusive of weekends and recognized holidays). In the event the matter is not resolved, the Employee may proceed to Step Three.

Step Three – Failing a satisfactory response from the Chief of Police and upon the expiration of the ten (10) day period referred to therein, the Employee may present his/her grievance in person or in writing to the Board of Police Commissioners at their next regular scheduled meeting. The Board of Police Commissioners shall respond in writing to the Employee within ten (10) working days from the date the grievance was presented at the third level.

Step Four: Arbitration – Failing a satisfactory response at Step Three, the Union may, within twenty (20) working days from the date the response should have been received, proceed to arbitration.

10.02 In any case where a hearing is held on a grievance at any level of the grievance process, the Employee shall be accompanied by a Representative or Agent of the Union.

10.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this article have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

- 10.04** Any matter giving rise to a dispute directly between the Union and the Employer, or any grievance resulting in loss of pay, shall be commenced at Step Three of the Grievance Procedure.
- 10.05** The parties may mutually agree to extend the time limits specified herein.
- 10.06** Technical Objections to Grievance – 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/she deems just and equitable.
- 10.07** All grievances shall be signed by the Grievor and either the President of the Local or Chairman of the Grievance Committee.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01** **Discharge Procedure** – An Employee may be dismissed only for just cause and only upon the authority of the Employer. The Chief of Police may suspend an Employee but shall immediately report such action to the Employer. Such Employee and the Union shall be advised within forty-eight (48) hours in writing by the Employer of the reasons for such dismissal or suspension. A suspension with or without pay shall not exceed fifteen (15) days.
- 11.02** **Warnings** – Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee with a copy to the Secretary of the Union.
- 11.03** **Unjust Suspension or Discharge** – Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11.01, the employee shall be immediately reinstated to his/her former position without loss of seniority or any other benefit which would have accrued if he/she had not been suspended or discharged. One of the benefits which he/she shall not lose is regular pay during the period of suspension or discharge, which shall be paid at the end of the next complete pay period following reinstatement or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 11.04** Before any warning, written or verbal, can be placed on any employee's record, he/she must be advised and have an opportunity to defend himself/herself. This will also apply to any disciplinary action taken against a member of the bargaining unit. Each Employee shall have the right to see his/her personal record on request during regular business hours. Any written or verbal warnings shall be removed from the Employee's

record and shall not be used against him/her twenty-four (24) months after its occurrence, unless there has been a recurrence in that period.

ARTICLE 12 - ARBITRATION

- 12.01** The provisions of the Industrial Relations Act and regulations of the Province of New Brunswick shall apply to a grievance lodged under the terms of this Agreement.
- 12.02** In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration, as mutually agreed, shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this contract, and may give retroactive effect to its decision.

ARTICLE 13 - SENIORITY

- 13.01** **Seniority Defined** – Seniority is measured by length of service. Seniority shall date from the time the Employee entered the service of the Police Department. Seniority rights do not pertain to Temporary Term Employees.
- 13.02** **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.
- 13.03** **Probationary Employees** – Newly hired employees shall be considered probationary employees until they have worked 2080 regular working hours from the date of hiring. This may comprise a maximum of 1040 regular hours worked as a term employee, provided that not more than three (3) months has elapsed from the end of the term prior to being hired as a probationary employee. Upon completion of their probationary period, seniority shall date back to date of hiring. A probationary employee shall be entitled to all benefits and rights of the Collective Agreement except discharge. Chief or designate may assign probationary employees to hours of work other than as specified in Article 16.01.
- 13.04** **Loss of Seniority** – If an Employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer, he/she shall not lose seniority rights. An Employee shall only lose his/her seniority, and his/her employment deemed terminated in the event:
- (a) he/she is discharged for just cause and is not reinstated;
 - (b) he/she resigns and is not reinstated in five (5) working days;

- (c) he/she is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) after a layoff, he/she fails to return to work within five (5) working days, in addition to Article 14.01 after being notified to do so, unless through sickness or other just cause, in which case the Employer may require a doctor's certificate. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;
- (e) he/she is laid off for a period of longer than twelve (12) months. Seniority shall continue to accrue during any period of absence or leave authorized by the Employer.

13.05 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.

13.06 Transfers Outside of Bargaining Unit – No Employee shall be transferred to a position outside the Bargaining Unit without the Employee's consent. Promotions to a position outside the Bargaining Unit shall be probationary for a period of six (6) months during which time the Employee or the Employer may decide to revert the Employee to their former position without loss of Seniority. It is understood that after the six (6) month period, the Employee will lose his/her seniority within the Bargaining unit. The above applies only to permanent appointments. Acting appointments do not apply.

ARTICLE 14 - LAYOFF AND RECALL PROCEDURE

14.01 **Layoff and Recall Procedure** – Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees having the required qualifications, ability and physical fitness, shall be laid off in the reverse order to their seniority, and shall be recalled in the order of their seniority. Upon receipt of notice of recall by registered mail, the recalled Employee shall declare his/her intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an Employee of lesser seniority.

14.02 **Notice of Lay-Off** – The Employer shall notify the Employee on the seniority list who is to be laid off twenty (20) working days before the lay-off is to be effective. If the laid off Employee has not had the opportunity to work twenty (20) full days after notice of lay-off, he/she shall be paid in lieu of work for the part of twenty (20) days during which work was not made available.

14.03 **Continuation of Benefits** – The Employer agrees to pay full coverage to the group insurance plans for Employees laid off for periods of less than three (3) months. This does not apply to Long Term Disability.

14.04 Grievance on Lay-Offs – Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step Three of the Grievance Procedure.

14.05 Employee Recall – No new Employees shall be hired until all laid off Employees have been recalled back to work.

14.06 No Overtime – Where overtime is required to cover vacant shifts and is known twenty-four (24) hours in advance, no overtime shall be performed by existing Employees before laid off Employees have been offered such work.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application thereof. The Employer agrees to send by electronic mail on the day this is posted a copy of the posting to all Employees who may be on vacation, sick leave, courses, etc. It will be the responsibility of the Employee to keep the Employer advised of his/her current email address.
- (b) The Employer shall make all members of the Bargaining Unit aware of all positions to be filled outside the Bargaining Unit.
- (c) The Employer shall post all available Police Training Courses which are offered each year. Courses shall be distributed fairly among qualified employees as determined by the Chief of Police. A list shall be posted on the Bulletin Board indicating the successful applicants.
- (d) All days while attending a police Course will be equivalent to eight (8) hours worked. There shall be no overtime paid while attending courses. Travel time shall be compensated by way of time off.

15.02 Information on Postings – Such notice shall contain the following information:

- Nature of Position
- Qualifications
- Required Knowledge and Education
- Skills
- Wage or Salary Rate or Range

The qualifications shall not be established in an arbitrary or discriminatory manner.

15.03 Trial Period – The successful applicant shall be placed on a trial position for a period of six (6) continuous months and the promoted Employee shall be paid the rate of pay for such higher position. In the event the applicant proves unsatisfactory in the

position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to his/her former position without loss of seniority.

15.04 Job Training – The Employer shall inaugurate and maintain a system of "on the job" training so that every qualified Employee as determined by the Chief of Police shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising to the position next senior to his or her own.

15.05 No Outside Advertising – In the case of promotional positions, no advertisement for additional Employees shall be made until after such posting has been completed.

15.06 Seniority and Ability – Promotions shall be determined by seniority and ability; ability being the deciding factor.

15.07 Promotions Requiring Higher Qualifications – In case of promotion requiring higher qualifications, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his/her former position if the required qualifications are not met within such time.

15.08 Fitness For Duty – All permanent and probationary Employees shall be medically fit for the duties to which they are assigned or appointed. A medical examination by duly qualified medical practitioners, acceptable to the Employee may be required by the Chief of Police for promotion within the ranks. If the member does not medically qualify, he/she shall not be eligible for promotion due to a medically defined illness, not of a temporary nature.

15.09 Minimum Number of Members

- (a) There shall be a minimum of three (3) uniformed union members on each shift.
- (b) Starting the first Friday in June until the last Saturday before Labour Day in September, from Friday at 18:30 until Saturday 06:30 and from Saturday at 18:30 until Sunday 06:30, there shall be a minimum of four uniformed officers on duty.

15.10 Temporary Term Employees

At the sole discretion of the Chief of Police a temporary term employee may be hired to fill a vacancy as a result of an employee's extended illness or leave of absence. Term employees shall not be hired with any intention to replace full time staffing.

Term Employees shall be members of the Union and will be entitled to the following benefits:

- (1) Rate of pay will be set at 65% of the current 1st class constable wage.

- (2) Vacation and Statutory Pay will be equivalent to the current provisions of the New Brunswick Employment Standards Act.
- (3) Sick Leave will be provided as per Article 20.00 of the Collective Agreement with the exception of Articles 20.08 and 20.09.
- (4) No term employee shall be entitled to the Maternity Leave provision of this Collective Agreement nor the provisions under Articles 14.00 and 23.00.
- (5) A term employee shall be otherwise entitled to all other benefits and rights of the Collective Agreement except layoff, and discharge. Effective January 1, 2007, seniority for term employees shall be from date of hire for promotional purposes only. Benefits outlined in Article 23 shall commence upon hire as a permanent Probationary Employee.

15.11 Training Days – Beginning in the year 2000, the Employer is responsible to provide ongoing job training, education and professional development for its police officers in order to achieve the broad-based level of knowledge and skill required for modern police work. To this end, the parties agree to form a training committee with equal representation from each unit to meet biannually in order to research, discuss and recommend appropriate training for employees. The Chief of Police shall continue to have the sole discretion to approve training for members.

Members will be required to attend three (3) scheduled 8-hour training days at the discretion of the Chief of Police. In compensation for these days, every member working a 12-hour shift schedule will receive two (2) additional floater days off to be arranged through their respective Shift Sergeant.

ARTICLE 16 - HOURS OF WORK

16.01 Hours Of Work – All members on platoon duty shall follow the shift rotation as shown below:

- (a) Two shifts of 6:30 A.M. to 6:30 P.M.
- (b) Twenty-Four (24) hours off.
- (c) Two shifts of 6:30 P.M. to 6:30 A.M.
- (d) Four days off.
- (e) All members on platoon duty will report to duty ten (10) minutes prior to the commencement of the shift to facilitate briefing.
- (f) All plain clothes and traffic officers shall be scheduled to work a 40-hour week. The shift schedules shall be posted at least 14 days in advance but can be altered for operational requirements or by mutual agreement with the employee.
- (g) It is agreed Management has the right to move members of the twelve hour platoons to perform special assignments and other needs on a temporary basis.

When such a move takes place, and the member receives less than 8 hours prior notice of the change, he/she shall be entitled to 3 hours overtime payment.

- (h) 2080 hours is the normal total work year less vacation.

16.02 Floater Days

- (a) It is agreed that floater days off will be assigned to employees to keep the yearly total hours of work in line with this agreement. If there is an accumulation of hours at the end of the year over the normal work year of 2080 hrs less vacation, these hours will be reimbursed at time and one-half.
- (b) Floater days will be administered through the shift Sergeant. Floater days will be picked by the members within each Platoon according to seniority and will not interfere with vacations, training courses, or other human resource requirements which may arise from time to time. Dates selected are subject to the approval of the Chief of Police. The Chief of Police has the authority to cancel and reschedule floater days off when necessary. Floater days off will be picked by members following the vacation pick, on each Platoon, as outlined in Article 19.03
- (c) Floater days will be picked by seniority under the following guidelines:
 1. The most senior person picks a block of four floater days, followed by any remaining floater days, blocks consist of 2, 3, or 4 followed by the next senior person until everyone on the Platoon has picked blocks of floater days.
 2. After each Platoon member has selected his/her blocks of floaters, individual days will be picked again by seniority. For clarification, a senior person will not be permitted to take one floater day from the four scheduled days unless no other member has picked that time.
 3. Floater days may be taken at any time during the year as long as there is a full shift scheduled and no special operational requirements are expected. Any employee who fails to use his/her floater days by the end of the year, will lose those floater days unless it was through no fault of the employee. In such cases the floater days will be rescheduled by mutual agreement.
 4. Seniority normally applies to the picking of floaters, but, if an employee requests a floater day off under the above guidelines and is approved by the Shift Sergeant, it will be granted to the first requester, seniority will have no bearing.
 5. The NCO on each Platoon will be required to notify the Chief of Police or his designate that an employee has received a floater day allotment.

- (d) It shall be the responsibility of all members to ensure that all floater days off to which they are entitled are used within the calendar year. If a member fails to allow sufficient time for the use of all of his/her floater days off, then he/she will lose those not used and will not be reimbursed for these days.

16.03 Breaks – It is agreed Employees shall be entitled to a one (1) hour meal break and two twenty (20) minute breaks (one to be taken during the first half and the other during the second half of the shift) during each shift; provided always that the employee will respond to calls and no overtime shall be payable as a result thereof.

16.04 Posting Of Schedule – Shifts shall be posted no later than December 1st for the following year.

16.05 Working Conditions – No police officer shall be required to perform any job which is not part of his/her regular duties as a police officer.

16.06 Weeklong Courses – Any employee scheduled for training of at least a week within the Saint John area will not be scheduled to work the day before and after the training. Where an employee is working the night shift, they will be relieved from duty at 12:01 a.m. on the day previous to the training.

Any employee scheduled for training outside the Saint John area training of at least a week will be relieved of duty as of Sunday morning at 12:01 a.m., before training, and shall not be required on duty until the following Sunday morning at 06:30 a.m.

ARTICLE 17 - OVERTIME

17.01 Overtime Payment – Overtime worked in excess of the hours prescribed in 16.01 shall be paid for at the rate of time and one half.

17.02 (a) Court Time – An Employee required to appear as a witness at any Court or coroner's Inquest and required as a result of his/her employment duties or at any time or place which is not in the Employee's regular hours of work shall be paid a minimum of Four (4) hours at his/her overtime rate. Eight (8) hours at time and one-half if called back from holidays, plus one vacation day off (8 hours). Any witness fees received shall be returned to the Employer. Court time remuneration shall not be pyramided.

(b) In the interest of preventing unnecessary Court appearances and reducing unnecessary payment, an up to date Court Schedule will be maintained at the Communication Centre. It will be the responsibility of all members to make contact with such centre, to determine whether their Court Appearance is still required. Where the Court Appearance is cancelled within 12 hours of the scheduled appearance, the member shall be paid as per the provisions of Article 17.02.

- (c) Every effort will be made to prevent the scheduling of required Court Appearances during a members night shifts. When a member is scheduled to appear in Court on the day following his/her first night shift, the member shall be required to take 6 hours off with pay, during the latter part of the first night shift or at the beginning of the second night shift. The selection of the 6 hours off shall be arranged with the shift supervisor as soon as possible. It is understood that overtime will be paid for replacement of the member in order to maintain minimum staffing. When receiving time off under this Article, 17.02(a) shall not apply.

- 17.03 Court/Police Business Outside Regional Limits** – Any Member covered by this working agreement designated by the Chief of Police to attend business related functions or subpoenaed to appear as a witness at any Court or Hearing outside the regional limits shall be given \$55.00 per day for meals calculated as follows: breakfast \$12.50, lunch \$15.00, dinner \$27.50 (no receipts required). Notwithstanding the above, where meals are provided on courses, etc., the above meal allowance shall not be applicable. Members designated to take their personal car for transportation shall be paid at the current provincial mileage rate. This Article shall also apply to any member designated by the Employer to go outside the regular limits for any other reason. The Employer agrees to pay legitimate expenses to any member within a two week period.
- 17.04 Call Out** – When an Employee covered by this Agreement is called for any time outside his/her regular working hours and reports for duty, he/she shall be paid a minimum of four (4) hours at his/her overtime rate of pay.
- 17.05 Sharing of Overtime** – Reasonable effort will be made by the Employer to divide overtime equally among the Employees engaged in similar types of operations and who are qualified as determined by the Chief to perform the work that is available. The Employer agrees to strongly adhere to this practice and shall post not later than January 30th of each year a list showing: 1) the amount of overtime worked, and 2) the amount of overtime offered, but declined, by each employee in the previous calendar year.
- 17.06 Travel** – When a Member is away on course or police business, the Employee shall be provided twelve dollars (\$12.00) per day – except where such travel is within 25 km the rate shall be six dollars (\$6.00) per day for miscellaneous expenses provided by the Employer and reasonable time off, as mutually agreed, shall be provided to travel to a distant location.
- 17.07 Time off in Lieu of Overtime** – Employees may take time off in lieu of pay for all overtime worked. The time off shall be given at the applicable overtime rate at a time mutually agreed between the Chief of Police and the Employee concerned.
- 17.08 Operational Call Out from Vacation** – When a member is called out to work while on vacation he/she will be entitled to 8 hours at time and one-half and another day off (8 hours).

ARTICLE 18 - HOLIDAYS

18.01 The following shall be considered paid holidays:

New Year's Day
Third Monday in February
Good Friday
Easter Monday
Queen's Birthday
Canada Day
New Brunswick Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any day proclaimed by the Federal or Provincial Government or the Employer.

18.02 All employees on the seniority list will receive one (1) full extra day's pay for each of the above holidays, along with their regular pay provided the employee works his/her regularly scheduled days before and after the holidays, unless excused by the Chief of Police, or equivalent time off by mutual agreement of the parties, or the employee is off for some reason to which he/she is covered by the Collective Agreement. One (1) full day, eight (8) hours equals the holiday pay.

18.03 Statutory Holidays will be paid in twenty-six (26) equal amounts.

ARTICLE 19 - VACATION

19.01 Vacation Entitlement

For the purpose of calculating vacation entitlement the following example provisions shall apply to employees commencing employment on and after January 1, 1995.

- Say, commence employment anytime in 1995 to December 31, 1995 entitlement - 4%. For purposes of vacation this is first year.

- January 1, 1996 - December 31, 1996 entitlement - 2 weeks. For purposes of vacation this is second year. (If the full year of compensated service 2080 hours is not completed, a proportional amount of 2 weeks.)

- January 1, 1997 - 3 weeks. The same sequence as above will apply to employees hired subsequent to 1995, 1996, etc.

- (a) Employees within the Bargaining Unit shall be entitled to: A proportional amount of two weeks or 4% for time worked for the first part of service. For the following full year, January 1st to December 31st the employee will be entitled to 2 weeks or 4%. At the end of that year December 31st he/she will be considered to having completed two years of service for the purpose of vacation article.
- (b) After 2 years of employment - 120 hours of vacation.
- (c) After 7 years of employment - 160 hours of vacation.
- (d) After 14 years of employment - 200 hours of vacation.

Effective January 1, 2004.

- (e) After 20 years of employment - 200 hours plus 8 hours for each additional year of employment.
- (f) Each week of vacation is understood to be forty (40) hours.
- (g) For clarification purposes the vacation year shall be from January 1st to December 31st.

19.02 (a) Vacation Pay on Termination – An employee terminating employment at any time in his/her vacation year before completing his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

(b) **Vacation Pay on Retirement** – On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if he/she had continued in employment to the end of the calendar year.

19.03 Preference in Vacation – Vacations shall be arranged between the Employees and the Chief of Police on or before January 15th of each year. Preference in choice of vacation dates shall be determined by seniority of service but subject to approval of the Chief of Police. No vacation shall be carried over from one year to the next, except by mutual agreement of the parties.

Employees are limited to 3 weeks vacation on their initial vacation selection during the prime time, June, July, August, and September.

Additional vacation days earned as per Article 19.01(e) will also be chosen by seniority, as in above. However, these individual days will be chosen once all regular vacation weeks have been picked by Platoon members. Once a member accumulates 4 extra days of vacation, this will act as a block of 4 shifts and will be chosen with their initial vacation pick.

Floater days will be picked once all vacation weeks and days have been chosen.

19.04 Vacation Schedule – Vacation schedules shall be posted by January 31st of each year and shall only be changed or refused if operational requirements dictate, as determined by the Chief of Police, or due to exceptional circumstances.

19.05 Illness or Bereavement During Vacation – Sick Leave or Bereavement Leave shall be substituted for vacation where it can be established by the Employee that an illness or accident occurred during his/her vacation, such illness or accident to have been sufficiently serious that it would normally have necessitated the Employee remaining away from work. Bereavement Leave of three (3) days shall be substituted for vacation in accordance with Article 21.03 of this Collective Agreement.

19.06 Interruption of Regular Days Off – Regular days off immediately before and after the vacation period shall not be interrupted by scheduled Court appearances or any operational call out.

Where such is unavoidable the member shall be paid as per the provisions of Article 17.02.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Defined – It is recognized by all that Management, the Employer and the Employees should work together to prevent abuse of the sick leave provisions. Sick Leave means the period of time when an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workman's Compensation Act.

20.02 Amount of Sick Leave – Sick Leave shall be earned by the Employee at the rate of one and one-half days (12 hours) for every month of service to a maximum of two hundred and fifty (250) days (2000 hours).

During any calendar year (January 1 – December 31), there will be no accumulation of sick leave credits for any month in which the employee has used sick leave, after using 48 hours of sick leave (without medical certification) in that same year, until the employee has had a meeting with representatives of the Employer and the Union to discuss his/her sick time usage.

In recognition of those Employees with 2000 hours, they shall earn 4 hours per month for each month they remain at the 2000 hour maximum and will be paid 25% for all such credit not to exceed 12 hours pay once per year.

20.03 Deduction from Sick Leave – A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave defined above.

20.04 Proof of Illness – A Medical Certificate must be presented if requested by the Employer for proof of illness. The Chief of Police has the authority to decline to apply sick leave credits to an Employee injured in any paid employment outside the

Employee's regular duties. However, the intent is to use best discretion and give every consideration to such a request if the Chief is satisfied that the Employee does not engage in outside paid employment. Onus is on the Employer to prove paid employment.

- 20.05 Sick Leave Records** – After the close of each calendar year and not later than January 30th of each year, the Employer shall advise each employee in the Union in writing of the amount of Sick Leave accrued to his/her credit.
- 20.06 Sick Leave Without Pay** – Sick Leave without pay shall be granted for a period of up to Twelve (12) months to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave is granted.
- 20.07 Unavailable for Work** – When an Employee is scheduled to work and is unavailable because of illness, he/she shall give reasonable notification to the Chief of Police or Officer in Charge as soon as possible of his/her unavailability. The Employee is expected to provide an estimated date of his/her return to work and is required to update the Chief or the Officer in Charge of any change in status.
- 20.08 (a)** In case of an emergency where no other than the employee can provide for the needs during illness of an immediate member of his/her family, an Employee shall be entitled after notifying his/her Supervisor to use a maximum of Five (5) accumulated sick leave days per illness. As soon as other arrangements can be made, a person other than the Employee must provide for these needs.
- (b)** An Employee shall be entitled to utilize the provision of Article 20.08 (a) once per calendar year. For a second or subsequent leave as outlined in Article 20.08 (a) the Employee will be required to use his/her floater days, vacation, or accumulated overtime to compensate for the time off required. If their entitlement in the same calendar year has been depleted, the employee will be entitled to draw upon their entitlement for the following year.
- 20.09 (a) Extension of Sick Leave** – An Employee with more than One (1) year of service, who has exhausted his/her sick leave credits shall be allowed an extension of sick leave to a maximum of One Hundred and Twenty (120) hours. Upon return to duty, the Employee shall repay the extension of sick leave in full before he/she accumulates sick leave again. It is further understood that any Employee utilizing the provisions of sick leave will be required to exhaust his/her accumulated sick leave, then substitute remaining vacation, floater days off and accumulated time owed as sick leave, with the final step utilizing the provision of the one hundred and twenty (120) hours advance Union Sick Leave Bank time.
- (b) Local Union Sick Leave Bank** – The Employer and the Union shall establish a joint Sick Leave Bank Committee with credits accumulated by deduction of one (1) day per annum from each Employee's accumulated sick leave. The Committee may, by withdrawal from the Sick Leave Bank, grant sick leave

with pay to an Employee, who for example, through a prolonged illness, has exhausted his/her own sick leave credits, vacation, floater days off and accumulated time owed.

- (c) **Sick Leave Bank Application** – An employee who has exhausted his/her sick leave credits, vacation and floater days as per the provisions of Article 20.09(b) will be required to complete a Union/Employer approved “Sick Leave Bank Application” (see Appendix “A” for approved application form) as part of the process of applying for sick leave credit from the Sick Leave Bank. The Sick Leave Bank Committee has the right to deny sick leave to any employee who does not satisfy the Sick Leave Bank Committee of the legitimacy of his/her claim. It is the responsibility of the Employee to submit the completed Application Form to the Sick Leave Bank Committee.

20.10 Abuse of any Section of Article 20 by the Employee shall result in disciplinary action.

20.11 **Retirement Sick Leave** – Employees having sick leave to their credit shall after five (5) years of service and upon retirement due to age or illness receive 50% of said sick leave in salary, to a maximum of 125 days.

OR

Employees retiring due to age or illness after Five (5) years of service shall receive one (1) month’s salary for each Five (5) years of service or fraction thereof to a maximum of Six (6) month’s salary.

Employees shall have the option of choosing either of the above options upon retirement due to age or illness.

20.12 **Fitness for Duty:**

- (a) All permanent and probationary Employees shall be medically fit for the duties to which they are (or may be) assigned or appointed.
- (b) An Employee with a disability which impacts his/her ability to carry out the duties to which he/she is (or may be) assigned or appointed is entitled to reasonable accommodation to the point of undue hardship. It is recognized that the Employer, the Union and the affected employee each have distinct duties and responsibilities in the accommodation process.
- (c) Each Employee shall cooperate with the Employer in providing such information as may reasonably be required by the Employer for the purposes of Article 20.12. It is recognized by all parties that the Employer is only entitled to request such information as is relevant for the purposes of Article 20.12 and Article 20.13.

20.13 **Medical Information** – Medical information from the Employee’s physician(s) may be required by the Employer:

- (a) where there is any question as to the medical fitness of the Employee to carry out the duties to which he/she is (or may be) assigned or appointed, and/or, (Section 20.13 (a) is not intended to deal with periodic short term absences/illnesses).
- (b) where the Employee has applied for Promotion within the ranks, to ensure that the Employee is medically fit for the duties of the position to which he/she is applied. Where the medical information provided to the Employer under Article 20.13 is not satisfactory to the Employer, the Employer may request:
 - i. That the Employee's physician(s) provide such additional information as may reasonably be expected by the Employer and/or,
 - ii. That the Employee undergoes a medical examination (or functional capacity evaluation) by an alternate medical practitioner or other duly qualified health care professional acceptable to the parties.

20.14 Cost of Obtaining Information Under Article 20.13 -

The Employer is responsible for the costs of obtaining any information requested under Article 20.13.

20.15 Temporary Disability – When an Employee has a temporary illness or injury which incapacitates him/her so that he/she is not able to perform his/her own occupation, the following benefits shall be afforded where applicable:

- (a) Sick leave entitlement, or
- (b) Union Sick Leave Bank, or
- (c) Workplace Compensation

Where the available medical information indicates that he/she is medically fit to do so, he/she may be assigned suitable employment within the police force at the rate of pay for his/her rank.

20.16 Permanent Disability – Where the available medical information indicates that an Employee is unable to perform the duties of his/her own occupation, and the Employer cannot accommodate him/her without undue hardship, the Employee shall make application for Disability Benefits under the Long Term Disability Plan.

In the event that the Long Term Disability benefits are denied or are terminated by the plan holder the provisions of Article 20.15 will continue to apply to the Employee.

20.17 Confidentiality of Medical Information – The Employer agrees to store Employee health information separate and apart from the Employees other personal records and undertakes to restrict access to such information to the Management Personnel involved in dealing with that Employee's case. The Employer agrees not to release

any such information to any third party without the consent of the Employee, except as may be required by law.

20.18 Medical Certificate – Medical Certificate from the Employee’s Physician(s) may be required by the Employer:

- (a) Where the employee has been absent from work for more than two (2) working days, or
- (b) Where an employee has more than four (4) uncertified sick leaves in any twelve (12) month period, for any further absence from work during such twelve (12) month period. For the purposes of this Article, the twelve (12) month period shall be from January 1st to December 31st.

20.19 Cost of Obtaining A Medical Certificate Under Article 20.18 – The employee is responsible for the costs of obtaining any Medical Certificate requested under Article 20.18(a) and/or (b).

20.20 Pro-rating Vacation and Floater Days – In the event that an Employee has been absent from duty as a result of being on Long Term Disability and is able to return to duty, his/her Vacation and Floater Days will be pro-rated for the year in which they are returning. This will be based on the remaining time left in the calendar year once the Employee has returned to work.

20.21 Applying for LTD

- (a) An Employee who is on sick leave as per Article 20.01 should apply for LTD if he/she expects that they will be off work for an extended period of time. If he/she is not accepted for LTD the benefits of Article 20.15(a) and (b) will apply.
- (b) Payment of Pension Contributions while on LTD - When an Employee applies for and is accepted for LTD, it is recognized that for the first six (6) months of being on LTD, the Employer and Employee will make their normal contributions into The New Brunswick Municipal Employees Pension Plan. For the next eighteen (18) months following this initial six (6) month period, the Employer agrees to pay both the Employer and Employee share of the member pension contributions. It is recognized that at the end of this period, with the Employee having been on LTD for a full two (2) years, this benefit will terminate and the Employer will no longer be required to make pension contributions.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Representatives of the Union shall suffer no loss of pay, benefits or seniority for time involved in negotiations or with respect to a grievance and they shall have the

privilege of attending to this function during scheduled working hours where permission has been granted by the Chief of Police.

21.02 Leave of absence without loss of pay shall be granted upon request to the Chief of Police to Employees elected or appointed to represent the Union/Association/Pension at Union Convention or other meeting called by organizations in which Bargaining Unit is affiliated to a maximum of ten (10) days a year. If additional time is required the Chief of Police shall grant leave to a maximum of ten (10) additional days. It is understood that these additional days will result in no cost to the employer as the Union/Association will provide replacement personnel.

21.03 Bereavement Leave – Time off with pay (inclusive with the date of death) shall be granted as follows:

- (a) Four (4) days – In the event of the death of an employee’s spouse, children, mother, father, brother, sister, or grandparents.
- (b) Three (3) days – In the event of the death of an employee’s uncle, aunt or in-laws.
- (c) One (1) day – When required to act in the capacity of a pallbearer.
- (d) Additional time may be granted due to circumstances at the discretion of the Chief of Police.

21.04 Family Leave – Employees shall be granted three (3) days' leave of absence without loss of pay in the event of being left homeless through fire, flood or any act of God.

21.05 General Leave – The Chief of Police shall grant leave of absence with pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause.

21.06 Educational Leave – The Chief of Police shall grant leave of absence with pay and without loss of Seniority to any Employee selected by the Chief of Police for technical advancement in the Employee's work area.

Recognizing the importance of continuing education the Chief of Police may grant leave of absence with pay to any employee who is enrolled in an educational course which may benefit the member in their profession.

21.07 (a) Maternity Leave

A pregnant Employee wishing to take maternity leave must

- (1) advise her Employer four (4) months prior to the probable delivery date or as soon as her pregnancy is confirmed, whichever is earlier;
- (2) provide her Employer with a medical doctor's certificate confirming pregnancy and the probable delivery date; if the pregnant employee is

unable to work due to sickness prior to the delivery date, it is understood that she will be entitled to invoke the sick leave privileges as defined in Article 20.01;

- (3) in the absence of an emergency, give the Employer two (2) weeks' notice prior to commencing her maternity leave.

The Employer shall grant the Employee maternity leave for the first 17 weeks after the delivery date and will provide wages which, combined with Employment Insurance, will total 80% of her normal salary. In addition, the employee shall be entitled to parental leave as defined by Legislation.

The Employer may require the pregnant Employee to begin sick leave when she can no longer reasonably perform her duties, or the performance of work is materially affected by her pregnancy.

(b) Seniority Status during Maternity Leave

While on maternity leave, the Employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement.

(c) Employer Payment of Employee Benefits during Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the hospital, medical, dental and group life, pension and other benefits of this agreement.

(d) Procedure upon return from Maternity Leave

When an Employee returns to work, after maternity leave, she shall provide the Employer with at least two weeks' notice. On return from maternity leave, the Employee shall be placed at least in her former position.

ARTICLE 22 - PAYMENT OF WAGES

22.01 (a) Pay Days – The Employer shall pay salaries and wages every second week at noon on Friday in accordance with Article 31. On each pay day, every Employee shall be provided with an itemized statement of his/her wages and deductions. If a regular pay falls on a holiday, pay shall be received earlier. Pay periods shall terminate on every second Friday.

- (b) If requested the Employer shall deposit the Employee's cheque in a Bank of the Employee's choice.

22.02 Step Up Pay – Any Employee required to fill temporarily a position, for a period of one shift or more, for which a higher rate of wages than that for such employee's regular work is paid, shall receive the higher rate while so employed and employees

required to fill temporarily a position for which a lower rate than that paid for such employee's work has been established shall not suffer any reduction in pay by reason thereof. This provision does not provide additional pay for any senior constable who is filling in during the absence of a shift NCO/Sergeant, unless the Sergeant is off duty for Thirty (30) calendar days or more per illness or absence. (This 30 day provision as noted above comes into effect January 1, 2004).

22.03 On Call Pay – When an employee is advised that he/she is "on call", that is, immediately available by direct telephone contact, he/she shall be paid straight time wages in accordance with the following schedule:

Monday - Friday	- 3 hours per day
Saturdays and Sundays	- 3 hours per day
Holidays listed in Article 18	- 4 hours per day

22.04 Legal Fees – The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action initiated against an Employee by virtue of the lawful performance of his/her employment duties, except in the case of gross misconduct or gross misjudgement.

22.05 Educational Course – Upon successful completion, the Employer shall pay 50% of the cost of any course of instruction for an Employee to better qualify to perform his/her job, as assigned and approved by the Chief of Police.

22.06 Changes in Classifications – The rate of pay for any position not covered by Article 31 which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to negotiation and binding arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 23 - WELFARE BENEFITS

23.01 (a) Medical Insurance – The Employer agrees to pay 100% of the cost of Life Insurance - such policy to provide maximum coverage of five (5) times annual salary.

(b) The Employer agrees to pay 100% of the cost of a group medical plan, including dental, at least equivalent or better than the plan now in existence. Effective January 1, 1995 the Employee will pay 100% of all dispensing fees. Notwithstanding the above, any increases in the present premium cost of the drug, dental and extended health plans (Family \$309.51 - Single \$95.75) beyond 5% per year cumulative shall be shared equally by the Employer and Employee.

Further to the above the parties agree to form a benefits committee to review all options in managing the costs of the plan.

- (c) Any member may be covered by individual coverage or family coverage. There shall be no duplication of coverage.
- (d) The Union agrees to pay 100% of the cost of the Long Term Disability Insurance Plan.
- (e) While an Employee is on LTD, benefits will continue as per Articles 23.01 (a) and (b). It is further understood that an Employee receiving benefits under LTD will not be entitled to accumulate sick leave credits, Long Service Pay and/or vacation or floater day entitlement.

23.02 Worker's Compensation

- (a) **Notification** – When an employee is injured on duty, the injury must be reported to the immediate supervisor as soon as possible after the injury and, in any event, not later than the end of the working period in which the injury was sustained.
- (b) **Remuneration**
 - i. An employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers Compensation Act, shall receive payments from the Employer in the amount payable by Workers Compensation, less applicable deductions.
 - ii. Should the Employee's claim be disallowed by WorkSafe NB, then any monies paid by the Employer shall be either charged against accumulated sick leave, or if the employee has no sick leave, the amount so paid shall be recovered from the employee.
 - iii. Any Workers Compensation monies an employee is entitled to in lieu of weekly pay shall be paid by WorkSafe NB to the Employer. This article shall not apply to a person no longer actively employed and who has retired due to a disability.
 - iv. The Employer shall send a letter to the injured officer outlining the financial administration of all benefit payments.

ARTICLE 24 - JOB SECURITY

- 24.01** The Employer agrees that there shall be no reduction of the regular work force by the subcontracting of work normally performed by the employees within the Bargaining Unit.

ARTICLE 25 - CLOTHING ISSUE

25.01 All employees covered by this Agreement shall, on permanent employment, be issued suitable (new next-to-skin) uniforms and clothing as listed below. All items to be replaced as needed.

Duty Belt and all Equipment Holders
Uniform Pants - Choice of Cargo or Regular
Style Pant
Three Season Jacket
Shirts - Short sleeve and long sleeve.
(Shoulder Flashes sewn on)
Ties
Reversible Raincoat
Gloves
Summer Cap
Fur Hat or Toque
Soft Body Armour
Basic Tunic

Effective January 1, 2004, an allowance of \$200.00 will be available for the purchase of winter style boots and \$100.00 for summer style boots or shoes. For safety reasons, shoes will only be issued to those members working jobs other than regular patrol. This footwear allowance is not applicable for members receiving a separate Plainclothes Clothing Allowance.

Footwear once issued will not be replaced for a period of two (2) years from the time of issue unless the footwear become unwearable due to cuts, holes, manufacturers defect, etc.

All footwear purchases will be made through our designated stores manager with the type and style of footwear being approved by Chief of Police.

Ceremonial Dress Kit - Once a new dress uniform has been decided upon, and appropriate members have been selected to represent the Force in an Honour Guard capacity, these and only these members will be issued this kit. (Due to other commitments from time to time it will not be mandatory to attend all events).

Traffic Officers - Yellow Reflective Gortex Jacket, pants, and fleece liner.

Motorcycle Officer - Helmet, boots, gloves, yellow motorcycle jacket (Joe Rocket Type), breaches, outside vest carrier for body armour.

All police equipment to be made available to all employees at all times at the discretion of the Chief of Police.

The Employer agrees to replace or repair personal clothing that is damaged or destroyed while a member is on duty.

- 25.02** Any of the above mentioned clothing destroyed in the line of duty shall be replaced/ordered as soon as is reasonably possible. All equipment and clothing which deteriorates before the time through normal use will be replaced by the Employer as soon as is reasonably possible and old equipment and clothing must be returned to stores. Any employee leaving the force shall return all equipment and uniforms issued to him/her. Issued clothing shall only be worn while on duty unless otherwise approved by the Chief of Police.
- 25.03** All members upon permanency shall receive an identification wallet and badge. Replacement to be determined by Chief.
- 25.04** Any member leaving the force shall return all identification wallets and badges issued to him/her.
- 25.05** It is mutually agreed that dry cleaning of (non wash and wear) police uniforms, plus any alterations required, shall be paid by the Employer for all employees covered by this Agreement. The Employer agrees to pay all reasonable expenses incurred in the maintenance of uniforms and equipment.
- 25.06** Plainclothes members shall receive an allowance of seven hundred fifty (\$750.00) dollars in January 1st of each year and seven hundred fifty (\$750.00) dollars July 1st of each year for the purpose of dry cleaning and maintaining appropriate dress to be worn at work.
- Temporarily assigned Plainclothes members will not be entitled to a Plainclothes Clothing Allowance unless they are assigned to a Plainclothes position for a minimum of thirty (30) calendar days. In such instance the member will be paid one hundred and twenty-five (\$125.00) per month for their Clothing Allowance.
- 25.07** There will be a Clothing Committee jointly made up consisting of a member of Management who has been designated by the Chief of Police as the officer i/c of Force Stores as well as the Union President or designate.

ARTICLE 26 - GENERAL CONDITIONS

- 26.01** **No Strike or Lockout** – The Union agrees that there shall be no strike, slowdowns or interruption of work and the Employer agrees that there shall be no lockout of members of the Union during the term of this Agreement.
- 26.02** **Changes in Agreement** – Any changes deemed necessary in this Agreement may be made by mutual agreement any time during the existence of this Agreement.
- 26.03** **Long Service Pay**
- After 5 years - 1% of annual pay
After 10 years - 1.5% of annual pay
After 15 years - 2% of annual pay

After 20 years - 2.5% of annual pay

After 25 years - 3% of annual pay

The Long Service Pay shall be paid once a year and not later than the 15th of December.

Employees commencing employment on and after January 1, 1995, shall not be eligible to earn Long Service Pay.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement with no cost to the Union or its members.

ARTICLE 28 - SUPERVISORY/SENIOR CONSTABLE POSITIONS

28.01 It is agreed that the Force will recognize a Corporal designation. In order to achieve this designation, the following criteria must be met:

- (a) as a minimum he/she must be a first class constable with at least ten (10) years service with the Rothesay Regional Police Force;
- (b) have successfully passed the Sergeants examination of which the detailed examination results will be made available.
- (c) must have a current satisfactory performance evaluation.

Should the Sergeant be absent, the designated corporal with the greatest amount of seniority and ability shall act in the capacity of Sergeant at the Corporal rate. The decision with respect to assigning the member to act in this position will be made by the Chief of Police. However, this decision may be subject to Article 10.00.

- (d) A Corporal who has successfully passed the Sergeants examination within the preceding three year period shall not be required to rewrite such examination if a Sergeant's position becomes available.

The Sergeants examination will be written once per year if required. Any employee who has written and failed to pass the examination must wait until the following year to rewrite the examination.

- (e) The Bargaining Unit shall include six (6) Sergeants.

- (f) Officers working in the Major Crime Unit will be recognized as Detectives for professional identification purposes only.

ARTICLE 29 - HANDICAPPED WORKERS' PROVISION

29.01 The Employer will attempt to provide alternate employment for an Employee who is unable, through illness or injury, to perform his/her normal duties, to the point of undue hardship.

ARTICLE 30 - DURATION

- 30.01** (a) **Term of Agreement** – This Agreement shall be in effect and binding on the parties hereto from January 1, 2011 for a period of sixty (60) months and thereafter continue in force from year to year unless notice in writing is given within ninety (90) days terminating on the 31st day of December, 2015 or before in any year thereafter by either party to the other of a desire to amend the existing working agreement or negotiate a new working agreement.
- (b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout occurs, whichever occurs first.
- 30.02** Upon receipt of such notice, negotiations to conclude an Agreement shall commence within twenty (20) days following such notice.
- 30.03** This Agreement shall be binding, not only upon the parties to the Agreement, but also upon their successors or assigns.

ARTICLE 31 - CLASSIFICATION AND WAGES

- 31.01** (a) Newly hired employees shall be considered probationary employees until they have worked 2080 regular working hours from the date of hiring. Upon completion of their probationary period an employee shall be advanced to 4th Class Constable.
- (b) 4th Class Constable: Upon completion of 1040 regular working hours as 4th Class Constable employee shall be advanced to 3rd Class Constable.
- (c) 3rd Class Constable: Upon completion of 1040 regular working hours as 3rd Class Constable employee shall be advanced to 2nd Class Constable.
- (d) 2nd Class Constable: Upon completion of 2080 regular working hours as 2nd Class Constable employee shall be advanced to 1st Class Constable.
- (e) The Chief of Police or his designate may hire a new employee at a rate of pay higher than that of Probationary Constable. This consideration will be based upon the new employee's career experience and proven skills. Such employee will be required to complete the normal Probationary period as noted in 31.01 (a) and will follow the same provisions with respect to seniority as any other member of the Bargaining Unit.
- (f) The Chief of Police may withhold advancement for just cause.

31:01 WAGES

CLASSIFICATION	Dec 31, 2010	Jan 1, 2011 3.5 %	Jan 1, 2012 3.5 %	Jan 1, 2013 3.5 %	Jan 1, 2014 3.5 %	Jan 1, 2015 3.5 %
Sergeant	74,645.25	77,257.83	79,961.86	82,760.52	85,657.14	\$88,655.14
Corporal	70,465.40	72,931.69	75,484.30	78,126.25	80,860.67	\$83,690.79
1st Class Constable	69,083.75	71,501.68	74,004.24	76,594.39	79,275.19	\$82,049.82
2nd Class Constable	64,633.65	66,895.83	69,237.18	71,660.48	74,168.60	\$76,764.50
3rd Class Constable	60,728.37	62,853.86	65,053.75	67,330.63	69,687.20	\$72,126.25
4th Class Constable	56,877.41	58,868.12	60,928.50	63,061.00	65,268.14	\$67,552.52
Probationary Constable	53,502.98	55,375.58	57,313.73	59,319.71	61,395.50	\$63,544.76
Term Constable	41,450.25	46,476.09	48,102.76	49,786.35	51,528.87	\$53,332.39

Wages to be retroactive to January 1, 2011.

IN WITNESS WHEREOF the Employer has caused these presents to be executed by its duly authorized officers and Local Union No. 1905 of the Canadian Union of Public Employees has caused these presents to be executed by its duly authorized officers.

Signed this _____ day of November 2011.

**Rothesay Regional Joint Board
of Police Commissioners**

**The Police Officers employed by the
Rothesay Regional Joint Board of
Police Commissioners, CUPE Local 1905**

Chairperson
Police Commission

Union Negotiating Committee

Vice-Chairperson
Police Commission

Union Negotiating Committee

APPENDIX "A"

SICK LEAVE BANK APPLICATION

ROTHESAY REGIONAL POLICE

EMPLOYEE NAME: _____

As per Article 20.09 of the Collective Agreement, I hereby authorize Dr. _____ to release my medical information only as it pertains to the ability and capacity of performing the duties of a police officer for The Rothesay Regional Police Force.

EMPLOYEE SIGNATURE: _____

DATE: _____

- (a) Describe the types of conditions that this employee cannot perform which could impact on his/her ability as a police officer;
- (b) Advise of the probability of the employee returning to work in the employee's present position;
- (c) If such a return to work is anticipated, the date that it will occur; and
- (d) Advise as to the duties or types of work that the employee would be capable of performing.

The above information must be provided to the Sick Leave Bank Committee prior to any approval for Sick Leave Bank Provisions.

MEMORANDUM OF UNDERSTANDING

ARTICLE 28.01(e)

The Bargaining Unit shall include six (6) Sergeants. As a one time exception only, a process will be undertaken in the spring of 2007 which will see a permanent Sergeant Position awarded for the Supervisor of Platoon B. The current sixth Sergeant position has been temporarily assigned to the Court Section under a Duty to Accommodate. It is recognized and agreed that when this Sergeant in the Court Section retires, this position will no longer be filled with a Sergeants position and we will maintain our level of six (6) Sergeants in the Bargaining Unit.

Sgt. Evan W. Scott

Chief Stephen N. McIntyre