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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BATHURST

AND

ATLANTIC CANADA
REGIONAL COUNCIL OF CARPENTERS MILLWRIGHTS and ALLIED WORKERS

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 1386

JANUARY 1, 2024 TO DECEMBER 31, 2027

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THIS AGREEMENT made this 19 day of March, 2024 in duplicate

BETWEEN: **The Corporation of the City of Bathurst**, Hereinafter called "The Employer".

AND **United Brotherhood of Carpenters and Joiners of America, Local 1386**, Police Officers and Dispatchers of the City of Bathurst in the Province of New Brunswick, hereinafter called "The Association".

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement

1. To maintain and improve the harmonious relations and conditions of employment between the Employer and the Association.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, services, employment, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and working conditions of all the employees in the association.
5. **To commit to a diverse and equitable workforce where all employees feel included with the sense belonging.**

NOW THEREFORE the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 "Employer" means the Corporation of the City of Bathurst.

1.02 "**Union**" means Police Officers and Dispatchers of the City of Bathurst.

1.03 "Employee" means the person to whom this Agreement applies under voluntary recognition and the Labour and Employment Board's ruling lR-075-19.

1.04 "Part-time Employee" means an employee who is hired to supplement permanent employees and may be assigned the same or less hours than a permanent employee and shall receive the benefits of this agreement on a pro-rata basis.

1.05 "Probationary Period" means a period of twelve (12) months from the date of hiring. During the probationary period an employee may be dismissed without recourse to the grievance procedure. Notwithstanding Article 15.04, a probationary employee must

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actually work 2080 hours prior to proceeding to the next higher classification of Constable IV.

1.06 "Probationary Employee" is a person in training during the probationary period. Such employee shall not accumulate any seniority.

1.07 "Permanent Employee" is an employee who has completed the probationary period.

1.08 "Chief" means the Chief of Police of the City of Bathurst.

1.09 "Deputy Chief" means the Deputy Chief of Police of the City of Bathurst.

1.10 "Inspector" means the Inspector of Police of the City of Bathurst.

1.11 "Department Seniority" means the length of service with the Bathurst Police Force and shall commence from the date of employment after completing the probationary period.

1.12 "Classification Seniority" means the length of service in the classification calculated from the date of promotion or transfer in that classification, and shall commence from the date of employment, promotion or transfer after completing the trial period.

1.13 "Shift Supervisor" means an employee who is in charge of a platoon in the uniform division.

1.14 "Plural and Gender" - Whenever and wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context is required.

1.15 "Lateral transfers" - is defined as a reassignment of duties in the same rank. This does not apply to a transfer from one platoon to another.

1.16 "The New Brunswick Police Act" is the governing legislation for New Brunswick Police Officers only.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 It is recognized that the Employer retains the right to manage its operations in all respects except as this right may be expressly restricted by the terms of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Association as the sole bargaining agent for all employees of the Bathurst Police Force save and except:

- The Chief of Police
- The Deputy Chief of Police
- The Inspector of Police
- The Executive Assistant to the Chief of Police

- Jail Guards
- Casual Employees - those hired on an ad hoc unscheduled basis
- Communication Center Manager

To whom certification order applies

The **Union** understands the nature of the position of the "Communication Center Manager", which includes duties which are presently assigned to management and Dispatch/Communications Supervisor. The interchange of duties for the above mentioned position requires that work may be performed by either party being **Union** and management for purposes of dispatch related administrative duties. It is agreed therefore that the **Union** shall not file a grievance with respect to the above named position.

3.02 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The parties hereby agree that there shall be no discrimination exercised or practised by either party against each other including, without limitation, discrimination prohibited by the Human Rights Act and other legislation.

ARTICLE 5 - **UNION** SECURITY

5.01 All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the **Union**.

ARTICLE 6 - CHECK-OFF

6.01 The Employer agrees to deduct from the wages of employees all **Union** dues and initiation fees levied by the **Union** from time to time on its members and such money shall be transmitted monthly to the **Union**, accompanied by a list of members showing the amount of their contributions.

6.02 The **Union** agrees to indemnify and hold the Employer harmless from any action arising out of the disposition after receipt of **Union** dues.

ARTICLE 7 - NOTICE OF AGREEMENT

7.01 The Employer and the **Union** agree to acquaint new employees with the fact that an **Union** agreement is in effect, and with the conditions of employment set out in articles dealing with **Union** security and dues check-off.

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ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources **or their delegate** and the **President or their delegate of the Union**. The **Union** will notify the Corporation, in writing, of the names of the **Union** Executive following the election of officers and any changes to the Executive during their term of office.

ARTICLE 9 - STAFF RELATIONS COMMITTEE

9.01 The Mutual Interest Committee is a forum for labour-management consultation during the life of a Collective Agreement, one that promotes on-going dialogue on matters of concern and mutual interest.

The Committee generally meets to examine and discuss "in-house" issues brought forward by either management or the **Union** or both. It also provides a medium for two-way communications on matters of general interest. These discussions take place outside of, and are separate and distinct from, both collective bargaining negotiations and the grievance process.

The Mutual Interest Committee meetings shall be held on a date agreeable to both parties, on a quarterly basis. A maximum of three (3) representatives from the Employer and three (3) representatives from the **Union** shall attend. Agendas will be prepared and distributed three (3) days in advance of the meeting when possible. Minutes of these meetings shall be provided to both the Employer and the **Union**.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The purpose of this section is to establish effective mechanism for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation or application of this Agreement between the parties shall be considered under the Grievance Procedure.

10.02 Step One: Employees are urged to attempt to settle any complaints or disputes with the Chief of Police or **their** delegate before proceeding with the grievance procedure. Within fifteen (15) calendar days after the alleged grievance has arisen (or become known to the employee(s) or **Union**) a meeting shall take place between the employee (s) concerned and the Chief of Police or **their** delegate in an attempt to settle the matter.

Step Two: Failing satisfactory settlement at Step **One**, within fifteen (15) calendar days, the employee(s) accompanied by a **Union** Representative, may take the matter up with Human Resources. In so doing, **they** will submit to Human Resources a complete written record of the grievance and the redress sought. Following the Step Two meeting, Human Resources shall provide a reply, in writing, within ten (10) calendar days after the meeting.

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10.03 Step Three: Failing satisfactory settlement at **Step Two** of the grievance procedure within seven (7) calendar days of presentation at this level, the **Union** may institute arbitration procedures which shall be done within twenty (20) calendar days of the expiration of the seven (7) day period allowed **at the Step Two response.**

ARTICLE 11 – ARBITRATION

11.01 Written Notice of its Intention to Arbitrate

If the **Union** or the Employer wishes to refer a matter to arbitration as provided in Article 10.02, it shall within the twenty (20) day period therein mentioned, give to the Employer or the **Union**, written notice of its intention to arbitrate.

11.02 Appointing an Arbitrator

The Employer and the **Union** shall within ten (10) days appoint an arbitrator. If the Employer and the **Union** fail to agree upon an arbitrator within the time limits, the appointment shall be made by the Minister of Labour of the Province of New Brunswick, upon the application of either party.

11.03 Decision Final and Binding

The arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable), and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

11.04 Appointed as an Arbitrator

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.05 Expenses of the Arbitrator

Each of the parties hereto will equally bear the expenses of the arbitrator.

11.06 Proceedings of the Arbitration

The proceedings of the arbitration may be expedited by the parties hereto.

11.07 Assistance of the Employee

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer premises to view disputed operations and to confer with necessary witnesses.

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11.08 Interpretation of the Agreement

The sole function of the arbitrator shall be to interpret the meaning of the sections of the Agreement, and to render a decision. The arbitrator shall not have power to add to, subtract from or modify the terms of the Agreement.

11.09 Time Limits

Any and all time limits fixed by this section may be extended by mutual agreement in writing between the Employer and the **Union**. Should the matter not be referred to arbitration within the time limits or extended as set out in this subsection, it shall be deemed to have been abandoned and cannot be reopened.

11.10 Reasonable Penalty

In cases of discharge and discipline, the arbitrator may substitute such other penalty for the discharge or discipline as the Arbitrator deems just and reasonable in all circumstances.

ARTICLE 12 - STEWARDS

12.01 Recognize the Steward

The Employer shall recognize the Steward to assist employees with the processing of grievances. The Steward shall be selected by the members of the **Union** and the **Union** shall notify the Employer in writing of the name of the Steward.

12.02 Settlement Leading to Grievance

The Steward shall be given every opportunity during regular working hours, provided prior permission of the Chief of Police or **their** delegate is obtained, to process or settle grievances, disagreements or misinterpretations leading to grievances.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

13.01 Notice Prior to Warning

Before any warning, written or verbal, can be placed on an employee's record, **they** must be advised and have an opportunity to defend **themself** with **Union** representation.

13.02 Discipline for Just Cause

An employee may be disciplined only for just cause. The employee and the **Union** shall be advised immediately in writing by the Employer of the reason for such discipline. The Chief of Police or **their** delegate shall have the right to discharge any probationary employee forthwith.

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13.03 Unjust Suspension or Discharge

Should it be found upon further investigation that an employee has been unjustly suspended or discharged, such employee shall be reinstated immediately in **their** former position without loss of seniority and shall be compensated for all lost normal earnings. Such compensation shall be paid at the next pay period after reinstatement. Also, if the employee is found to have been unjustly reprimanded, such written warnings shall not be shown on **their** record.

13.04 Administrative Assignment

When an employee is placed on administrative assignment, they will maintain benefits and premiums during the investigation. They will not incur a loss to their regular work week hours.

13.05 Sunset Clause

The verbal or written record of an employee shall not be used against **them** at any time when twelve (12) months have elapsed since a verbal or written warning has been invoked, provided there has been no other verbal or written warnings. The same procedure shall apply in the case of suspension; however, the period shall be twenty-four (24) months.

13.06 Access to Personnel File

An employee has the right to have access to and review **their** personnel file upon three (3) day notice to the Chief of Police or **their** delegate. The employee shall have the right to respond in writing to the documentation contained therein and obtain a copy of same, provided the document(s) are not for administrative purposes only.

13.07 Access to Step Three of the Grievance Procedure

An employee considered by the **Union** to be wrongfully or unjustly discharged or suspended shall be entitled to by-pass Steps One and Two of the Grievance Procedure and to refer the grievance at Step Three of the Grievance Procedure.

13.08 Discipline under the New Brunswick Police Act

Any matters of a disciplinary nature that are subject to the New Brunswick Police Act shall be dealt with under the Act and not under the provisions of the Collective Agreement.

ARTICLE 14 - SENIORITY

14.01 Entitlement from Seniority List

Service pay, vacation entitlement, and choice of vacation period shall be calculated from the departmental seniority list.

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14.02 Seniority Under Approved Leave

If an employee is absent from work because of sickness, accident, on compensation or leave of absence approved by the Employer, he shall not lose seniority rights.

14.03 Seniority Forfeited

Seniority shall be forfeited by an employee for any of the following reasons:

(a) voluntarily leaving the employ of the Employer;

(b) discharge for just cause and not reinstated;

(c) laid off in excess of twelve (12) months; or

(d) when recalled, if an employee fails to return to work within fourteen (14) calendar days after being notified by registered mail.

14.04 Returning to the Bargaining Unit

If an employee is transferred to a position outside the bargaining unit but within the Police Department and has successfully completed the probationary period for that position, he may return to the bargaining unit under the following conditions:

(a) If a vacancy exists in **their** former classification, he may return to **their** former position or a similar position in the same classification subject to approval of the Chief of Police or **their** delegate and the **Union**.

(b) If no vacancy exists in **their** former classification, he may apply for a position in a lower classification subject to a vacancy existing. Such request must be approved by both the Chief of Police or **their** delegate and the **Union**.

(c) If no vacancy exists within the bargaining unit, the employee will not be reinstated into the bargaining unit.

14.05 Seniority list

The Employer shall maintain a seniority list showing:

(a) Departmental Seniority;

(b) Classification Seniority;

14.06 Job Descriptions

Job descriptions will be conducted periodically or when significant changes in job tasks necessitate. Job descriptions will be completed in consultation with the Chief of Police or their delegate and Human Resources Department.

ARTICLE 15 – PROMOTIONS

15.01 Promotion and Advancement

(a) All promotions to a higher rank covered by this Agreement shall be made by the Employer according to the following procedures:

(i) a vacancy which creates a promotion, creation of a new classification or promotion (to a higher rank) shall be bulletined by the Chief of Police or **their** delegate and posted on the Department bulletin board for at least fifteen (15) days before being filled. Copies of all such bulletins shall be forwarded to the **President of the Union**.

(ii) if the Employer fails to make an appointment to a vacancy or new position within sixty (60) days of the job posting, the senior applicant shall be confirmed in the position provided **they have** the ability and qualifications to do the job.

(iii) The Employer will post any permanent vacancy for permanent police officers or dispatchers, within 60 days of the vacancy. A permanent vacancy occurs as a result of an incumbent resigning, retiring, or otherwise permanently vacating the position, or who have been off work due to LTD or WCB in excess of 2 years.

(iv) Part-time Employees shall have the right to apply for any posted permanent vacancy for the positions of Constable or Dispatcher, but shall not be given priority in hiring.

(b) Information on Postings - such notices shall contain the following information:

(1) Description of the job;
(2) Required qualifications;
(3) Shifts;
(4) Wages or salary rate or range;
(5) Length of trial period.

(c) Trial Period - means the period of time an employee shall be placed on trial for a promotion or a new classification. Such a period may be up to 1040 hours but shall not exceed 1040 hours.

15.02 New Classification

The wages to be paid for any new classification created within the bargaining unit during the life of this Agreement shall be negotiated by the parties hereto. Such negotiations to start within thirty (30) days of the creation of such a position. In the event of a breakdown in negotiations, both parties hereby agree to submit their dispute to final and binding arbitration.

15.03 Movement to the Next Higher Wage Classification

(a) Permanent employee Police Officer: Movement to the next higher classification shall be automatic after twelve (12) months continuous service in the lower classification.

(b) Probationary/Part-time Police Officers: Movement to the next higher wage classification shall be automatic after completing 2080 hours continuous service in the lower classification.

(c) Permanent employee Dispatcher: Movement to the next higher wage classification shall be automatic after twelve (12) months continuous service in the lower classification.

(d) Probationary/Part-time Dispatchers: Movement to the next higher wage classification shall be automatic after completing 2080 hours continuous service in the lower classification.

15.04 Promotional Process

(a) In order to apply for any promotional process, the applicant, shall have a minimum of one (1) year continuous service with the Bathurst Police Force.

(b) <u>Corporal</u>: Promotion to the rank of Corporal requires that the applicants shall have three (3) years of service in policing completed. For promotion to a higher rank/classification, the following promotional process shall apply:

25%	**Written Exam**
10%	**Classification Seniority - One (1) point awarded for each year of policing service to a maximum of ten (10) points**
20%	**Oral Interview**
40%	**Performance**
5%	**Section Incentive (0.5% per year within a section – excluding temporary assignments to sections)**
100%	**TOTAL**

(c) <u>Sergeant</u>: Promotion to the rank of Sergeant requires that the applicants shall have six (6) years of service in policing completed. For promotion to a higher rank/classification, the following promotional process shall apply:

25%	**Written Exam**
10%	**Classification Seniority - One (1) point awarded for each year of policing service to a maximum of ten (10) points**
20%	**Oral Interview**
40%	**Performance**
5%	**Section Incentive (0.5% per year within a section – excluding temporary assignments to sections)**
100%	**TOTAL**

(d) Staff Sergeant: Promotion to the rank of Staff Sergeant requires that the applicants shall have ten (10) years of service in policing completed. For promotion to a higher rank/classification, the following promotional process shall apply:

10%	**Classification Seniority - one (1) point awarded for each year of policing service to a maximum of ten (10) points.**
30%	**Oral Interview**
60%	**Performance**
100%	**TOTAL**

(e) Team Lead Dispatcher and Dispatcher Coordinator: Promotion to Team Lead Dispatcher and Dispatcher Coordinator will be based on the evaluation and promotional process. For promotion to a higher rank/classification, the following promotional process shall apply:

10%	**Classification Seniority - one (1) point awarded for each year of service to a maximum of ten (10) points.**
30%	**Oral Interview**
60%	**Performance**
100%	**TOTAL**

Note:

i) Commitment to Diversity and Equity additionally means that priority consideration may be given to promotions of members of minority groups.

ii) The member attaining the highest overall score shall be promoted once all factors are considered.

iii) In the event of a competition where the points are equal, the senior applicant shall receive the promotion once all factors are considered.

iv) For Police Officer Promotional Process: Suitable applicants are one rank below the posted competition. If the promotional process fails to identify a successful candidate, consideration will be given to one (1) lower ranking Police Officers.

15.05 Promotional **Process** Board

The Promotional **Process** Board shall be comprised of two (2) individuals appointed by the Employer, **at least one (1) member from the Human Resources department** and one (1) member appointed by the **Union. The Union member shall act in an observer role during the interview process only.**

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15.06 Promotion Documents

(a) Documents related to a promotion will be kept on file by the Chief of Police or **their** delegate for a period of six (6) months. This material is only available by subpoena.

(b) Performance - the immediate supervisor shall have input into the applicants annual performance appraisal.

ARTICLE 16 - LATERAL TRANSFERS

16.01 Awarding Lateral Transfers

Lateral transfers shall be bulletined by the Chief of Police or **their** delegate in accordance with Article 15.01 (b) and (c) for a period of fifteen (15) working days. Copies of all postings shall be forwarded to the Secretary of the **Union**. Lateral transfers will be awarded on the basis of ability and qualifications. If two candidates are equal, the most senior candidate will be transferred.

16.02 Moving Members into Specialized Sections

The Chief of Police or **their** delegate recognizes the value of moving members into specialized sections. In order to provide an opportunity for members to gain experience in various areas of police work.

(a) Members from the Criminal Investigation Division, Street Crime Unit, Integrated Enforcement Unit (IEU), Traffic (if assigned) and Crime Prevention can be required to transfer laterally after serving between three (3) to five (5) years in that particular section.

Note: For IEU only when applicable funding and existence.

(b) The Criminal Investigation Sergeant, Court Section, Customer Service Clerk/Dispatcher , can be required to transfer laterally after serving between five (5) to eight (8) years in that particular section.

(c) This does not apply to the Identification section, Staff Sargeant (Head Reader) or to employees given consideration under Article 17.04.

After completing **the specified amount of years in that section,** the member shall be transferred (unless otherwise agreed between the **Employer** and the **Union**) and except when no officer applies for the job or when an applicant does not have the ability and/or qualifications for the position or the member is engaged in a specific task that requires **them** to complete that task.

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ARTICLE 17 - SPECIAL AND TEMPORARY ASSIGNMENTS

17.01 Special Assignment

A special task may be assigned by the Chief of Police or **their** delegate for a specific purpose. Examples: hockey games, parking lots, festivals, arena, etc. The special assignment is for a specific purpose.

17.02 Temporary Assignment

(a) A temporary assignment is police work inside or outside the Bathurst Police Force assigned by the Chief of Police or **their** delegate. Examples: drug enforcement/patrol, loan of officers to other departments, loan of officers to Criminal Investigation Division, etc. A temporary assignment is for a specific purpose and in as much as possible, for a specified period of time. A Temporary Assignment to another police force may only be done with the consent of the officer.

(b) When a member is re-assigned to other duties for a period of more than thirty (30) days, their regular platoon shall be considered fully staffed and it shall not affect other members' ability to take time off.

17.03 Discretion of the Police Chief

The Police Chief and/or **their** designate reserves the right, subject to Operational requirements, to move members into temporary assignments and change their hours of work while performing the temporary assignment.

17.04 Accommodation

An employee who is unable to perform **their** regular duties shall be given consideration for any accommodation that may be available and will be given consideration for other jobs with the City for which **they are** qualified, in accordance with the accommodation requirements in the *Human Rights Act* and/or *Workers Compensation Act.*

ARTICLE 18 – LAYOFF AND RECALL

18.01 Layoff

"Layoff" means a reduction in the regular hours of work or a reduction in the work force.

18.02 Role of Seniority in Layoff

(a) In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.

(b) An employee about to be laid off may bump any employee with less seniority in the bargaining unit provided the employee exercising the right can demonstrate, following a

reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to bump.

18.03 Recall Procedure

Employees shall be recalled in order of their bargaining unit wide seniority provided the employee exercising the right can demonstrate, following a reasonable familiarization period, that he has sufficient present ability to perform the duties of the position into which he wishes to be recalled.

18.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

18.05 Advance Notice of Layoff

The Employer shall notify an employee who is to be laid off, at least thirty (30) calendar days prior to the effective date of the layoff. If the employee has not had the opportunity to work the days provided in this section, he shall then receive regular payment for any such hours or days not worked.

18.06 Grievance on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step Three of the Grievance Procedure.

18.07 Notification to Employer

It shall be the responsibility of the employee to keep the Employer informed in writing of **their** current mailing address and telephone number.

ARTICLE 19 - HOURS OF WORK

19.01 **Platoons**

The regular hours of work for all employees assigned to duties **platoons** shall be as follows (with lunch period contained therein):

(a) Police Officers **and Dispatchers** assigned to platoons:

Twelve (12) hours per day, forty-two (42) hours per week (averaged):

(1) Two shifts of 7:00 a.m. to 7:00p.m.
(2) Twenty-four hours off.
(3) Two shifts of 7:00 p.m. to 7:00a.m.
(4) Ninety-six hours off.

(b) Dispatchers:

The regular hours of work for Dispatchers shall be forty-two (42) hours per week (averaged over a two-week period) over a five-day period. The duty hours for two (2) dispatchers will follow the shift described in Article 19.01(a).

(c) Lieu time off (LTO) for police officers shall be taken during day or night shift, in part or whole, subject to the shift commander's approval, provided there is no replacement cost or overtime incurred by the Employer.

(d) Except as may be required for vacation purposes, the shift commander shall ensure that shift employees will use 24 hours of accumulated lieu time off (LTO) every three months until exhausted.

(e) Part-time employees will be assigned on an as needed basis, but are not guaranteed permanent hours.

19.02 **Specialized Positions**

(a) The regular working hours for employees assigned to the Criminal Investigation Division, the Identification Section, Court **Officer**, **IEU,** Traffic Section **(if assigned), and** Street Crime Unit, as well as the Crime Prevention Section, Customer Service Clerk/Dispatcher, **Dispatcher Coordinator** and Communication Supervisor shall be no more than eight (8) hours per day, forty (40) hours per week, Monday to Friday inclusive.

19.03 Working Schedule

(a) In the event of transfer of employee(s), the hours and days of work shall be posted at least two (2) weeks in advance on the bulletin board. Shift work shall be rotated equally among employees. The working schedule may be changed by mutual consent of both parties.

(b) Part-time employees shall be provided with as much notice as operationally possible of any change to an existing shift schedule.

19.04 Shift Exchange

(a) Mutual shift exchange may be requested provided prior approval is obtained from **both respective** Shift **Supervisors.**

(b) Mutual shift exchange agreement must be completed within thirty (30) days.

(c) Following the mutual shift exchange agreement, the new scheduled shifts are the responsibility of both parties respectively.

19.05 Shift Premiums – Night Shift

The Employer agrees to a shift premium per hour for all regularly scheduled hours worked by shift workers between the hours of 7:00 p.m. and 7:00 a.m. as follows: Ninety cents ($0.90) per hour.

ARTICLE 20 – OVERTIME

20.01 Overtime Rate and Banked Time

(a) All time worked beyond the regular workday or regular work week as defined in Article 19, shall be deemed to be overtime and shall be paid at time and one-half or banked at time and one-half, the choice being that of the employee. A maximum of **eighty (80)** hours can be banked for time off and can only be taken at a time mutually agreed between the employee and the Chief of Police or **their** delegate.

(b) All overtime worked shall be by a duty roster prepared by the Chief of Police or their delegate to which all sworn police officers shall be subject. Overtime opportunities are to be distributed equally except where special qualifications determined by the Chief of Police or their delegate are required in a specific circumstance.

(c) Part-time employees shall receive overtime at the rate of time-and-one-half the regular rate of any hours worked beyond twelve (12) hours continuous or beyond forty-eight (48) hours in a seven (7) day period.

(d) If a member is ordered to work while on scheduled vacation they will be entitled to eight (8) hours of pay at time-and-one half in addition to a vacation day in lieu of each day in which the employee attended work.

20.02 Court Time

(a) Court time at other than regular working hours for an employee shall be paid at the rate of time-and-one-half with a minimum of four (4) hours pay.

(b) For scheduled annual vacation and the employees four (4) days off prior to and immediately following **their** vacation, a minimum of eight (8) hours pay at time- -and-one-half, plus a vacation day off in lieu of each day in which **they** attended court.

(c) The supervisor on shift has the discretion to permit an employee who is required to work the night shift prior to attending court to leave work at 3 a.m. taking into consideration operational requirements. The employee in this case will be paid to the end of **their** shift.

(d) If an officer is advised of the cancellation of a court proceeding less than **eighteen (18)** hours prior to the commencement of the proceeding, the Officer shall be paid Court Time.

20.03 Callout

(a) Unless notified before the end of their day's work, an employee who is called in and required to work outside their regular working hours shall be entitled to a minimum of four (4) hours at the overtime rate.

(b) Once a member is called in, **they** shall be required to remain until the task for which **they were** called in for is completed. Should another incident arise while on the initial call, **they** may be required to deal with such other matter and such additional attendance to duties will not constitute an additional call-in.

(c) A Part-time Employee shall remain on task until the completion of **their** four- hour pay. Should the part-time employee have completed **their** task prior to four hours and chooses to leave earlier, **they** shall only be paid for the hours worked.

20.04 Overtime on Regularly Scheduled Days Off

All time worked on a regularly scheduled day off shall be paid at the rate of time-and-one half.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 The Employer shall grant, each year, to all employees covered in the present agreement, a total of **fifteen** 15 statutory holidays, to be paid at the rate of eight (8) hours per day (total of **one hundred twenty** (120) hours) at the employee's standard hourly rate of pay, as listed herein:

New Year's Day	Labour Day	Two (2) Floating Days
Good Friday	Thanksgiving Day	
Easter Monday	Remembrance Day	
Victoria Day	Christmas Day	
Canada Day	Boxing Day	
New Brunswick Day	Family Day	
Truth and Reconciliation Day		

These days may be taken in part or in total at the employee's choice, subject to the recommendation of the employee's shift commander and the approval of the Chief of Police or **their** delegate or paid to the employee at **their** regular rate of pay.

Should other days be proclaimed as holidays by the federal, provincial or municipal authorities, these additional days will be granted in addition to those herein.

21.02 Those employees employed as provided by Article 19.02 (a) shall observe the following holidays on the day upon which it falls unless otherwise declared by the appropriate level of government or by mutual agreement between the **Union** and the Employer:

New Year's Day Remembrance Day

Family Day – third Monday in February
Christmas Day
Boxing Day
Truth and Reconciliation Day
Good Friday
Canada Day
Labour Day

21.03 Work on a Statutory Holiday

(a) All time worked on regularly scheduled days that fall on a Statutory Holiday as proclaimed in Article 21.01 shall be paid at time-and-one-half the regular rate of pay.

(b) All overtime worked on days that fall on a Statutory Holiday as proclaimed in Article 21.01 shall be paid at the rate double their regular rate of pay.

ARTICLE 22 – VACATIONS

22.01 Annual Vacation

Employees shall be entitled to the following annual vacations:

Completion of Service Years in Policing Service or Emergency Services Dispatch	Entitlement
one (1) year but less than two (2) years of continuous service with the Bathurst Police Force	**Two (2) weeks or 4% gross earnings, whichever is the greater**
Two (2) years to eight (8) years	**Three (3) weeks**
Nine (9) years to seventeen (17) years	**Four (4) weeks**
Eighteen (18) years to twenty-four (24) years	**Five (5) weeks**
Twenty-Five (25) years	**Six (6) weeks**
Thirty (30) years	**Seven (7) weeks**

22.02 Scheduling One Week Vacation

In accordance with seniority, each member will schedule one week of vacation. Upon completion of that process, members will schedule the remainder of their vacation according to their seniority.

22.03 Approval of Vacation

All vacation schedules will be subject to approval of the Chief of Police or **their** delegate. Vacations will not be permitted to interfere with efficient police operations.

22.04 Scheduling Fourth **(4th)** and Fifth **(5th)** Week Vacation

The Employer reserves the right to require that fourth and fifth weeks be taken other than during the period June 15th to September 15th. Depending on operational requirements, members may take vacation in periods of one (1) full shift based on the following:

Entitlement Weeks	Weeks Broken into individual shifts
2	1
3	2
4	2
5	3
6	3
7	4

Any remaining hours shall be taken off together, not hour by hour.

22.05 Equivalent of One weeks' Vacation

(a) **Police:** For employees assigned to duties **on a** platoon, one weeks' vacation equals forty (40) hours, plus eight (8) hours of lieu time to make up the forty-eight (48) hour schedule. Vacations will start on the first day off. For all other employees, one weeks' vacation shall be understood to be nine (9) calendar days.

(b) Dispatch: for employees assigned to duties on a platoon, one weeks' vacation equals forty-two (42) hours, plus six (6) hours of any banked time to make up the forty-eight (48) hours schedule. Vacations will start on the first day off. For all other employees, one weeks' vacation shall be understood to be nine (9) calendar days.

22.06 Sick or Bereavement Leave while on Vacation

Sick leave or bereavement leave shall be substituted for vacation where an employee can establish, he is entitled to such leave under the terms of this Agreement.

22.07 Vacation Entitlement Calculation

For the purpose of service in the calculation of vacation entitlement, the period shall be calculated from the anniversary date of employment. Vacation may be taken at anytime during the calendar year.

22.08 Approved Vacation Schedule

Employees must indicate their choice of vacation, not later than **February 1st** of each year. The approved vacation schedule will be posted by **March 1st** of each year. Once posted, the schedule shall not be changed except by mutual agreement. Any further scheduling of vacation shall be on a first-come, first serve basis and seniority will not apply.

22.09 Vacation Pay upon Termination

When employment of an employee is terminated before the end of a vacation pay year, vacation pay shall be paid on a pro rata basis.

22.10 Vacation Carry-Over

Employees are entitled to carry over forty (40) hours of vacation to the next year providing that the hours are used prior to March 31st of each year.

ARTICLE 23 - SICK LEAVE

23.01 Sick Leave Accumulation

All employees shall be entitled to receive twelve (12) hours sick leave per month accumulative to 1920 hours.

23.02 Paid Sick Leave

(a) Provided an employee has sick leave to **their** credit, he may be paid at the regular rate of pay for all regular working days he is on sick leave.

(b) The Employer has the right to investigate the use of the sick leave and to require the employee to submit, upon **their** return to work, satisfactory medical evidence from a qualified medical practitioner.

23.03 Notification

The Employer shall be notified by the employee or **their** next of kin when a claim is made for sick leave.

23.04 Sick Leave Deduction

A deduction shall be made from accumulated sick leave for absence due to sickness during any normal working day.

23.05 Sick Leave Allowance

(a) An employee having accrued sick leave to **their** credit shall receive an allowance in lieu thereof, equal to such credit converted into a pre-retirement vacation equivalent up to a maximum of six (6) months.

(b) An employee eligible for the pre-retirement vacation may elect to have an equivalent lump sum payment.

(c) An employee terminated by the Employer other than for disciplinary just cause shall receive the same equivalent lump sum payment.

(d) Should an employee die prior to retirement, **their** beneficiary shall be paid the same equivalent lump sum payment.

23.06 Medical Examination

(a) Police Officers shall be required to pass and submit an annual medical examination **form supplied by the Employer by October 31st of each year. During this period,** the employee shall have the right to select the **physician of their choice**. A copy of the Certificate of Examination shall be made available to the Chief of Police or **their** delegate and shall be paid for by the Employer. **The Employer may, at their**

discretion, select a physician for the annual medical examination. The employee may request an extension beyond October 31st of each year from the Chief of Police or their delegate. The request shall be made prior to September 30th of each year.

(b) **If the Police Officer does not submit the required form as per paragraph (a), unless previously authorized by the Chief of Police or their delegate, the Police Officer will be placed on unpaid leave until they have submitted the required form and it has been reviewed by the Chief of Police or their delegate.**

23.07 Loaning Sick Leave

(a) When requested in writing, the Corporation shall consider loaning an employee up to a maximum of 200 hours sick leave.

(b) The employee will first be required to use all of their allotted leave time including banked overtime, statutory holidays, lieu time off and annual and accrued vacation time.

(c) Approval for this loan will be on a case-by-case basis.

(d) Members shall repay this loan as sick leave is earned and no additional sick leave shall be payable to the employee until the total amount loaned has been repaid to the Corporation.

(e) If the employee terminates their employment with the Corporation, prior to repaying the total amount that was loaned to them, the Corporation is authorized to recover the outstanding amount from any payments due to the employee.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Leave for Armed Services

Any permanent employee leaving the employment of the Employer during a state of general emergency to join any of the branches of the Armed Services for Canada shall, on **their** return to the employment of the Employer,

(a) Maintain **their** seniority rights.

(b) Maintain **their** right to promotion

(c) Be entitled to any pay increase, provided he returns to work with the Employer Within three (3) months of date of discharge from the above-mentioned Armed Forces.

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24.02 Bereavement Leave

An employee shall not sustain loss of regular rate of pay and shall be granted a leave of absence in accordance with the following:

(i) Five (5) consecutive calendar days (120 consecutive hours) in the case of the death of the employee's spouse, son, daughter; mother or father; brother or sister.

(ii) Three (3) consecutive calendar days (72 consecutive hours) in the death of the employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents or grandchild.

(iii) The day of the funeral **(24 hours)** in the case of an aunt or uncle.

(iv) If it is the responsibility of the employee to arrange for the funeral, three (3) days (72 hours) shall be granted.

(v) In the event of a death in the immediate family, the Employer shall grant one (1) additional day (24 hours) if the funeral takes place outside of the Province of New Brunswick.

(vi) One full shift will be granted without loss of wages to attend any funeral as a pallbearer.

(vii) Immediate family is defined to be spouse, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, grandparents and grandchild.

(viii) Payment will be made at the regular rate of pay, provided that:

(a) one of the days granted shall be the day of the funeral;
(b) the employee affected shall attend the funeral;
(c) all of the days for which payment is made are scheduled work days;
(d) the employee affected is not absent because of the following reasons: sick leave, on compensation, under suspension, day off, any other leave of absence which may have been granted by the Employer at the time leave is requested.
(e) If the employee is on a vacation day bereavement leave shall be substituted for leave in association with 22.05
(f) **Additional time may be granted due to circumstances at the discretion of the Chief of Police or their delegate.**

24.03 Elected or Appointed to Represent the **Union**

Leave of absence without pay and without loss of seniority shall be granted on written request to not more than two (2) employees elected or appointed to represent the **Union** at conventions and affiliated labour bodies, provided that not more than one (1) employee from the same classification is selected or appointed. In special cases, the Employer will consider a request for two (2) employees from the same classification.

24.04 Leave of Absence

The Employer will consider any other request for leave of absence and may, in appropriate cases, grant leave of absence with or without pay and without loss of seniority.

24.05 Attending Negotiations and Conciliation Meetings

(a) A maximum of two (2) representatives of the **Union** shall have the right of attending negotiations and conciliation meetings with the Employers, held within working hours, without loss of remuneration.

(b) Representatives working the 7:00P.M. to 7:00A.M. shift shall be entitled to four (4) hours off preceding negotiations or conciliation but the four (4) hours shall include on-duty and off-duty hours, when applicable.

(c) The same representatives shall be entitled to four (4) hours off following negotiations and conciliation, provided they are scheduled to work the 7:00 P.M. to 7:00 A.M. shift that night but the four (4) hours include on-duty and off-duty hours.

24.06 Leave of Absence with Pay

Leave of absence will be granted without pay for **Union** involvement and with pay for Corporation involvement in matters in which personnel of the Police Force are required to appear at the direction of the Police Commission.

24.07 Maternity Leave

(a) An employee shall advise **their** Employer four (4) months prior to the probable delivery date or as soon as **their** pregnancy is confirmed, whichever is later.

(b) The employee shall be granted maternity leave without pay of seventeen (17) weeks or a shorter period if the employee wishes at any time beginning no earlier than eleven (11) weeks prior to the probably delivery date.

(c) The Employer may, where no alternate employment is available, require a pregnant employee to begin a leave of absence without pay when **they** can no longer reasonably perform **their** duties, or the performance of **their** work is materially affected by **their** pregnancy. Such imposed leave of absence is in addition to any maternity leave to which the employee is entitled under the Employment Standards Act as a result of **their** pregnancy.

(d) A Police Officer shall be given consideration for light duty where in the opinion of **their** physician, regular duties would be detrimental to the health of the employee or the child.

24.08 Childcare Leave

Childcare Leave shall apply as specified in the *Employment Standards Act.*

24.09 Benefits While on Maternity and/or Childcare Leave

(a) Coverage under the fringe benefits is continued automatically while on maternity and/or childcare leave.

(b) The Employer shall invoice the employee at the end of each month to recover the employee's share of premiums for fringe benefits.

(c) Benefit premiums shall be paid on behalf of the employee during the first 17-week period of non-paid maternity leave for all benefits listed in 26.02

(d) Annual vacation, sick leave credits and statutory holidays are not earned while on maternity leave and/or childcare leave.

24.10 Return to Work

(a) An employee returning from maternity leave and/or childcare leave shall give the Employer written notice of the fact at least thirty (30) calendar days prior to retuning to work. If the employee is returning from maternity leave, they will require written approval from a qualified medical practitioner.

(b) Such employee shall be placed in their previously held classification at their work location.

(c) Following the employee's return to work, the employee may pay **their** monies owed to the pension fund.

(d) Seniority shall continue to accumulate for employees on maternity/childcare leave.

24.11 Sick Leave for Family Related Care

The Employer will authorize the use of three (3) sick days from their sick day bank to an employee to provide medical care to his immediate family. An employee can use this allotment with a minimum of two (2) hours where it does not incur extra over-time cost to the Corporation. Immediate family definition refers to Article 24.02(vii) of this Collective Agreement.

ARTICLE 25 - PAYROLL PERIOD AND WAGES

25.01 Pay Period

Employees shall receive their pay no later than 4:00 P.M. on each Thursday. If a holiday falls on a payday, pay shall be received on the previous day. Employees shall be paid in

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the second pay period following employment for time worked in the first pay period which is Sunday to Saturday.

25.02 Employees Covered by this Agreement

Wages and classifications for all employees covered by this Agreement shall be as per attached schedule to be known as Appendix "A" and shall form part of this Agreement.

25.03 Acting Pay

(a) A permanent police constable appointed as a second-in-command **(Corporal)** on a platoon who fills in for the shift Sergeant that is absent for a minimum of a full shift (12 hours) due to leave, shall be paid at the Sergeant rank for the shift worked.

(b) In addition, a permanent employee appointed to fill another position of a higher rank/wage classification shall be paid one rank/wage classification above their current rank/wage classification for the hours worked in that rank/wage classification.

(c) For the purposes of this collective agreement, is shall be understood that an appointment is only confirmed by the Chief of Police and/or **their** delegate. The selection of the appointed employee(s) will be based on performance, succession planning and qualifications.

25.04 Service Pay

In addition to the regular rate of pay specified herein, each employee shall be paid $280.00 for each eight (8) years of continuous service to be paid on each anniversary date after completion of the eight (8) years of service.

25.05 Benefits upon Termination

(a) An employee who retires due to disability or age or is terminated by the Employer other than for disciplinary just cause shall receive a watch and one (1) week's pay for each five (5) years of employment. Should an employee die prior to retirement, **their** beneficiary shall receive the watch and this pay.

(b) If an employee taking early retirement wishes to continue health benefits and/or a flat rate life insurance of $50,000, the employee will be responsible to pay 100% of the costs.

25.06 Legal Fees

(a) The Employer and/or its agents, shall provide liability insurance to $1,000,000.00 to include legal costs for any action initiated against an employee by virtue of the performance of **their** employment duties.

(b) The Employer will provide for indemnification of necessary and reasonable legal costs where a member of the police force is acquitted or if charges are withdrawn in a

criminal proceeding because of acts done while actually performing, in good faith, **their** duties as a police officer.

ARTICLE 26 - WELFARE BENEFITS

26.01 Benefits

(a) Pension Plan

(i) Permanent and part-time employees, on completion of six (6) months continuous service, shall participate in and receive benefits under the present group pension plan. Changes to the present plan must be mutually agreed to by the parties.

(ii) Effective January 1, 2014 employee are required to contribute 9% of their regular earnings to the Corporation pension plan and the Corporation agrees to match employee contributions.

(b) Life Insurance

Permanent and part-time employees on completion of six (6) months continuous service shall be provided with the following life insurance:

Employee coverage: $75,000 (double indemnity for A.D. & D.)

Dependent coverage: $15,000 for spouse, $10,000 for each child

(c) Health and Dental

The Employer shall provide a Group Health Package and Dental Plan for all permanent and part-time employees effective the first (1st) day of the month following employment.

Co-Pay for prescriptions - $5.00

(d) Long Term Disability Insurance

(i) The Employer shall provide Long Term Disability Insurance for all permanent and part-time employees who are eligible under the plan and who have completed six (6) months continuous service.

(ii) The decision of the L.T.D. carrier to declare an employee fit to work is final with respect to the L.T.D. coverage. When a dispute exists between the plan doctor and the physician of the employee, the question of eligibility for sick leave benefits will be referred to an independent mutually agreed doctor.

(iii)The L.T.D. takes precedence over accumulated sick leave after six (6) months.

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(iv) The employee, while on L.T.D. or sickness, shall not be entitled to accumulate statutory holidays and annual vacation beyond one year.

(v) The Employer shall endeavour to make arrangements with the Insurer to eliminate the suspension of benefits. in those cases, where an employee's claim is being investigated. In the case where the Employer is unable to make the above arrangements, employees whose benefits are suspended during investigation shall be given advances based on their amounts of benefits. Such advances shall be repaid to the City by the employee.

26.02 Shared Premiums

The premiums for the above-mentioned welfare benefits shall be shared as follows:

	Family		Individual	
	Employer	Employee	Employer	Employee
Life Insurance	70%	30%	80%	20%
LTD Insurance	-	100%	-	100%
Health	70%	30%	80%	20%
Dental	70%	30%	80%	20%

ARTICLE 27 - HEALTH AND SAFETY

27.01 Provisions for Health and Safety

The Employer shall make reasonable provisions for the health and safety of its employees during their hours of employment.

27.02 Cooperation on Health and Safety

It is mutually agreed that both the Employer and the **Union** shall co-operate to the fullest possible extent towards the prevention of accidents and in the reasonable promotion of health and safety.

27.03 Police Vehicles

(a) It shall be the duty of any Police Officer driving a police vehicle to report any defects of the vehicle to **their** Shift Commander. The Shift Commander is to investigate and have such defects corrected.

(b) Washing and exterior cleaning of police vehicle shall not be the duty of any police personnel.

(c) Employees must leave the interior of the vehicle clean at the end of each shift.

27.04 Minimum Manning

Minimum manning on patrols shall consist of three (3) police officers per day shift (12hrs) and night shift (12hrs) and overtime shall be granted by the employer. It will be upon the shift supervisor not to approve leave, which will lead the manning to go below three (3).

ARTICLE 28 – CLOTHING

28.01 Issuing Clothing

The Employer shall issue **patrol uniform to all** uniformed **members** of the Police Force **upon hiring, and on an as needed basis. The parties agree to meet to discuss the items should there be a change to their needs.**

Minimum Initial Issued Items:

- Short Sleeve Shirts (4)
- Long Sleeve Shirts (4)
- **Pants (4)**
- **Sweater (upon request)**
- **Winter Pants**
- **Summers and Winter Boots**
- Forage Cap **(including hat badge)**
- **Winter Jacket**
- **Toque**
- Fur Hat
- **Winter Gloves (upon request)**

28.02 Care for Clothing

(a) It shall be the responsibility of the employee to exercise all reasonable care in preservation of such clothing and to replace articles damaged by carelessness or neglect. The employee shall be responsible to keep such clothing as clean as his work conditions permit. New items will not be authorized without return of previous issue.

(b) Employees of the Police Department shall receive, as required, dry-cleaning for one (1) all season jacket and a formal dress uniform.

28.03 Clothing Allowance and Maintenance (Dry-Cleaning)

Police Officers shall receive a clothing allowance for work attire specific to **their** duties in the Criminal Investigation Division of a maximum of two thousand ($2,000.00) dollars per year, and a maximum of **one thousand five hundred ($1,500.00)** dollars per year **for** Street Crime **and Integrated Enforcement Unit (IEU)** workers upon presentation of purchase receipts.

28.04 Dispatchers

The Employer shall provide the dispatcher with **two (2) logo golf/polo shirts for the day shifts and one (1) logo sweater. Dispatchers will follow a business casual/appropriate dress code on all rotations.**

ARTICLE 29 - NO STRIKE OR LOCKOUT

29.01 No Strike, Slowdown, or Unreasonable Absenteeism

The **Union** agrees that there will be no strike, slowdown, or unreasonable absenteeism and the Employer agrees that there shall be no lockout of employees covered by this Agreement, in accordance with the Industrial Relations Act of the Province of New Brunswick.

ARTICLE 30 - COPIES OF AGREEMENT

30.01 Familiar with Agreement

It is the desire of the Employer and the **Union** that each employee become familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall **provide** the Agreement within thirty (30) days of signing and issue a copy to each employee.

ARTICLE 31 - INJURED ON DUTY

31.01 Worker's Compensation

Employees injured on duty shall be governed under the Worker's Compensation Act and Regulations.

31.02 Total Temporary Disability

Total temporary disability refers to the period of time during which an injured worker is unable to perform work of any kind and is actively receiving treatment for the injury suffered and terminates on the day on which he is certified as being capable of returning to work or on the day on which he is awarded a partial or total disability pension.

31.03 Responsibility to Report

It shall be the duty and the responsibility of the injured employee to report to the Employer immediately upon termination of the period of total temporary disability or the awarding of a partial or total disability pension.

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31.04 Top-up

An injured worker shall receive top-up from their Employer only when their pre-accident earnings exceed the maximum compensation for the year of the injury. If the total top-up plus WorkSafeNB entitlement exceeds 85% of pre-accident net earnings, income will be deducted from the worker's loss of earnings benefits.

ARTICLE 32 - REPRESENTATIVE OF THE UNION

32.01 Assistance of Representatives

A member of this Collective Agreement shall have the right at any time to have the assistance of representatives of the **Union** when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of grievances or arbitrations.

ARTICLE 33 - TRAINING COURSES

33.01 Need for Training

(a) The Employer recognizes the need for training. When an employee is authorized and directed to attend an educational training course, such employee shall receive **their** regular pay for that period.

(b) The Employer shall also be responsible for the cost of accommodation, travelling expenses, tuition fees, incidental expenses of $10.00 per day, and to determine the courses and accommodations to be taken and used. Reimbursement for meals will be limited to the actual costs charged by the training facilities.

(c) It is the goal of the Chief of Police or **their** delegate to ensure a fair and equitable distribution of training opportunities. The selection of members to attend training courses, shall be made by the Chief of Police or **their** delegate on the basis of training needs, qualifications, and suitability.

(d) The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

(i) Type of course (subjects and material to be covered).
(ii) Time, duration, and location of the course.
(iii) Basic minimum qualifications required from applicants.

(e) This bulletin shall be posted for a period of two (2) weeks, where practical, on bulletin boards to afford all interested employees an opportunity to apply for such training. No employee shall be re-admitted to the same course of equal content. Where two (2) weeks' notice is not practical, employees will be notified of the bulletin through dispatch.

33.02 Compulsory Training

(a) When an employee is authorized and directed to attend compulsory training within the City of Bathurst (mandatory) on **their** time off, **they** will receive lieu time off at the rate of time-and-one-half for that period of time.

(b) The above provision does not apply when an employee is authorized and directed to attend training courses which are out of town. The above provision does not apply to an employee who attends voluntary training courses. However, should the Corporation initiate training and courses in which attendance is voluntary, lieu time off may be granted at the rate of straight time, at the discretion of the Corporation.

ARTICLE 34 – FIELD TRAINER

34.01 **In order to be eligible for the role of Field Trainer an employee must have successfully completed their probationary period.**
The primary and secondary field trainer shall be compensated with a premium of one ($1) dollar per hour. Field trainer compensation shall only be provided while actively engaged in training of new employees including recruits/ cadets.

All field trainers will have completed a recognized field trainer's course, as approved by the Bathurst Police Force. Field trainer qualifications may be recognized from other organizations with proof of completion.

ARTICLE 35 - RESIGNATION OF EMPLOYMENT

35.01 Voluntary Resignation

The Employer may require an employee resigning voluntarily from the Police Department, to submit a resignation in writing to the Chief of Police or **their** delegate, thirty (30) days prior to **their** anticipated termination date.

ARTICLE 36 - TERM OF AGREEMENT/AMALGAMATION

36.01 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement in writing at anytime during the existence of this Agreement.

36.02 Notice of Negotiation

When notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution hereof.

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36.03 Term of Agreement

(a) This Agreement shall be in effect and binding on the parties hereto from the 1st of January, **2024** and expiring December 31st**, 2027** and thereafter shall continue in force from year to year unless notice in writing is given within one hundred and eighty (180) days, terminating on the 31st day of December, **2027**, or before December 31st in any year thereafter, by either party to the other, of a desire to amend the existing working agreement or to negotiate a new working Agreement.

(b) Upon receipt of such notice, negotiations to conclude an agreement shall commence within twenty (20) days following such notice.

(c) This Agreement shall be binding, not only upon the parties to the Agreement, but also upon their successors or heirs.

36.04 Amalgamation or Regionalization

In the event of amalgamation or regionalization, the City of Bathurst will recognize seniority, rank, wages, and health and welfare benefits.

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SIGNED, SEALED AND DELIVERED
in the presence of:

DIRECTOR OF HUMAN RESOURCES

CHIEF OF POLICE

CORPORATION OF THE CITY OF BATHURST, N.B.

MAYOR

CITY CLERK

United Brotherhood of Carpenters and Joiners of America, Local 1386

PRESIDENT

RECORDING SECRETARY

KC

APPENDIX A

CLASSIFICATION	HOURLY PAY RATE				
	2023 *2%*	2024 NB CPI 4.3% plus $0.45 Protective Service Premium	2025 NB CPI plus $0.75 Protective Service Premium	2026 NB CPI plus $0.75 Protective Service Premium	2027 NB CPI plus $0.75 Protective Service Premium
Staff Sergeant (new)	-	**$53.94**			
Sergeant	*$49.78*	**$52.37**			
Corporal (new)	-	**$51.10**			
Senior Constable	*$46.92*	**$49.39**			
Constable I *(36-48 months of continuous service at this wage classification for permanent employees, > 8321 regular hours for part time employees).*	*$46.78*	**$49.24**			
Constable II *(24-36 months of continuous service at this wage classification for permanent employees, 6241-8320 regular hours for part time employees).*	*$44.45*	**$46.81**			
Constable III *(12-24 months of continuous service at this wage classification for permanent employees, 4161-6240 regular hours for part time employees)*	*$41.18*	**$43.30**			
Constable IV *(0-12 months of continuous service at this wage classification, 2081-4160 regular hours for part time employees).*	*$36.79*	**$38.82**			
Probationary/Part Time Police officer	*$32.42*	**$34.26**			
Communication Supervisor	*$35.35*	**$40.25**			
Dispatcher Coordinator (new) & Team Lead Dispatcher (new)	-	**$38.01**			
Dispatcher Level I *(36-48 months of continuous service at this wage classification for permanent employees, > 8321 regular hours for part time employees).*	*$32.34*	**$37.01**			
Dispatcher Level II *(24-36 months of continuous service at this wage classification for permanent employees, 6241-8320 regular hours for part time employees).*	*$29.33*	**$30.59**			
Dispatcher Level III *(12-24 months of continuous service at this wage classification for permanent employees, 4161-6240 regular hours for part time employees).*	*$27.34*	**$28.52**			
Dispatcher Year 0 *(0-12 months of continuous service at this wage Classification, 2081-4160 regular hours for part time employees).*	*$26.53*	**$27.67**			
Part Time Dispatcher/Probationary *(0-2080 regular hrs)*	*$25.72*	**$26.83**			

Note: For all groups participating in the NBCPI Salary Increase - The City of Bathurst calculates New Brunswick Consumer Price Index (NBCPI) using Table 18-10-0004-13 with a reference period of April - All Items (April to April).

For example: 2024 rate is calculated by using April 2023 as reference.
A negative NBCPI reference year will result in a zero percent (0%) increase (freeze year), there will be no decrease in salary.

*Police Officer will be entitled to receive the rank of Senior Constable after completing 17 years of service with the Bathurst Police Department and after successfully completing an operational exam. The rank is in name only and does not carry any special privileges.
*The classification of Constable is not attributed to employees hired that have past experience with police services. The Employer reserves the right to recognize services conducted as a police officer who has past experience in police services with another police force or military service. Compensation shall be at the discretion of the Police Chief or **their** delegate.