F-016-08
2021-01-01
exp: 2024-12-31

Collective Agreement between

The City of Fredericton

and

The Fredericton Police Union
UBC 911

2021 January 1 to 2024 December 31

Table of Contents

ARTICLE 1 - APPLICATION OF AGREEMENT 1
ARTICLE 2 - RECOGNITION 1
ARTICLE 3 - DEFINITIONS 1
ARTICLE 4 - HOURS OF WORK & OVERTIME 2
ARTICLE 5 - TRAVEL & MEAL ALLOWANCES 6
ARTICLE 6 - SALARIES 6
ARTICLE 7 - HOLIDAYS & VACATIONS 7
ARTICLE 8 - MEDICAL EXAMINATION/EMPLOYEE DISABILITY 9
ARTICLE 9 - WORKERS' COMPENSATION 10
ARTICLE 10 - SICK LEAVE 11
ARTICLE 11 - MATERNITY/PARENTAL LEAVE 13
ARTICLE 12 - LEAVE OF ABSENCE 15
ARTICLE 13 - SENIORITY LIST 16
ARTICLE 14 - CLOTHING & EQUIPMENT 17
ARTICLE 15 - GRIEVANCE PROCEDURE 17
ARTICLE 16 - CHECK-OFF 18
ARTICLE 17 - BENEFITS 18
ARTICLE 18 - FUNERAL EXPENSES 20
ARTICLE 19 - RETIREMENT 20
ARTICLE 20 - PENSION 20
ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE 21
ARTICLE 22 - GENERAL ITEMS 21
ARTICLE 23 - LAYOFF AND RECALL 23
ARTICLE 24 - LIABILITY 23
ARTICLE 25 - DISCRIMINATION 23
ARTICLE 26 - SAFETY 24
ARTICLE 27 - UNION OFFICE SPACE 24
ARTICLE 28 - WELLNESS COMMITTEE 24
ARTICLE 29 - PROMOTIONS 24
ARTICLE 30 - TRANSFERS 27
ARTICLE 31 - NEW CLASSIFICATIONS 28
ARTICLE 32 - REGULATION/POLICIES GOVERNING FREDERICTON POLICE FORCE 28
ARTICLE 33 - EXTRA WORK 28
ARTICLE 34 - TRAINING AND DEVELOPMENT 29
ARTICLE 35 - RESIDENCY 30
ARTICLE 36 - PARKING 30
ARTICLE 37 - FIELD TRAINER 31
ARTICLE 38 - DURATION OF AGREEMENT 31

THIS AGREEMENT made in triplicate the 29th day of November, 2022

BETWEEN The City of Fredericton, hereinafter called the Employer and the Fredericton Police Union (UBC 911), hereinafter called the Union.

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees, and the Union and to improve the quality of service to the public and to promote the well-being and the increased productivity of its employees to the end that the citizens will be well and efficiently served; accordingly, the parties hereto 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.

Now, therefore, the parties agree as follows:

ARTICLE 1 - APPLICATION OF AGREEMENT

1.01 This Agreement applies to all employees of the City of Fredericton employed as Police Officers in the Fredericton Police Force in classifications below Inspector.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees to whom this Agreement is applicable.

2.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - DEFINITIONS

3.01 Probationary Period means a period of twelve (12) months active employment, commencing on the latest date of hire of a person to fill a permanent position. The Employer may waive the probationary period or any part thereof in recognition of previous service with the Fredericton Police Force. A probationary member's salary scale will advance to the next class in accordance with Article 6.02. During this probationary period, the employee shall spend a minimum of five (5) shifts in orientation with the Officer assigned to the training section and sixty (60) shifts with a qualified **Field Trainer**. The sixty (60) shifts may be reduced after the completion of **twenty-four (24)** shifts if the **Field Trainer**, employee's supervisors and the Officer in Primary Response agree. Performance assessments must be conducted throughout the probationary period.

The probationary period may be extended for a period of up to three (3) months active employment. The probationary Employee and the Union Executive must be advised of this extension in writing no later than thirty (30) calendar days prior to the original expiry date.

3.02 Employee - Means a member of the Fredericton Police Force appointed as a Police Officer pursuant to Section 10 of the Police Act.

3.03 Calendar Day - A period of twenty-four (24) hours, commencing at 12.01 a.m.

3.04 Promotion - Means achievement of a senior rank through examination pursuant to Article 29 with an increase of salary rewarded.

3.05 Transfer - Is a lateral assignment that does not constitute either a promotion or demotion.

3.06 Professional Development - Means any seminar, conference, distant learning, in-service training or course, including NCO probationary requirement designed to educate, develop and enhance the knowledge base and ability of a police officer as it relates to the duties of an police officer.

3.07 Special Event – An event requiring extra- ordinary demands on the Police Department.

3.08 Immediate Family – Immediate family are persons who are married to one another, parents, children, siblings, grandparents, grandchildren, mother & father-in-law, sister & brother-in-law, son & daughter-in-law, or grandparent-in-law. It also includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.

ARTICLE 4 - HOURS OF WORK & OVERTIME

4.01 A regular work week shall average forty (40) hours per week totalling two thousand and eighty (2080) hours per year, with the shift schedules established to meet the needs of the community in consultation with the Labour Management Committee. Employees are entitled to consecutive days off and not required to work split shifts.

4.02 Where applicable, the platoon system shall be used. The platoon system shall use the twelve (12) hour shift. The letter of intent on Platoon schedule changes is attached.

4.03 The employer may reschedule an employee's shift for emergencies or special events. Shifts will not be rescheduled for purposes of court attendance, or traffic control. The employer will provide as much notice as practical of a rescheduled shift.

4.04 The work in excess of a regular shift will be considered overtime.

4.05 Work in excess of a scheduled shift shall be considered overtime and shall be compensated at the rate of time and one-half, or time and one-half off. It is understood and agreed that the employee may elect pay or time off under this article, with the scheduling of such time off to be through mutual agreement. No employee shall, at any time, accumulate in excess of one hundred twenty (120) hours. In such cases where the cumulative hours exceed one hundred twenty (120) hours), the Employer shall pay for such overtime at the appropriate rate. The remaining hours shall be paid out on the last pay period in November of that year. Notwithstanding the foregoing, an employee may request to maintain a balance of forty (40) hours to be used by April 30th of the subsequent year. If at that time, the employee cannot use this time the Employer agrees to pay the employee at the rate of pay on November 1st of the year it was earned.

4.06 Book time is time approved by the Supervisor and worked by the employee to complete files or other work assignments not considered overtime and shall not be ordered by the Employer. **Book time shall be compensated at straight time in time off or pay. Book time will be paid out on April 30th at the rate in the year it was earned.**

4.07 **A day shift employee required to work more than four (4) hours overtime adjoining the start or end of a regular shift and a Platoon shift employee required to work more than two (2) hours overtime adjoining the start or end of a regular shift shall be given the appropriate meal allowance. An employee arriving at work prior to their shift shall receive a breakfast meal allowance. An employee working past their shift shall receive a supper meal allowance.**

4.08 **Where an employee is temporarily required by the Employer to fill a senior position for one work cycle, based on the employee's schedule, the employee shall be paid the rate of pay for the senior position. The rate of pay for the senior position will apply to the entire period during which the senior position is filled by the employee, including retroactively, but will not begin until the position has been filled for the entire work cycle.**

4.09 Except as otherwise provided, an employee designated by the Employer to be "on call" (i.e. immediately available by telecommunication, within Article 35 boundaries, for the purpose of being called out to work), shall be paid two (2) hours pay at straight time for each eight (8) hour period or less of "on call duty". It is understood and agreed that the employee may elect pay or time off under this article, both of which shall be at straight time provided that scheduling of time off, is through mutual agreement. Notwithstanding the foregoing, any hours remaining in the employee's "on call" account on December 1st of each year, which have not been scheduled as time off in lieu for time, up to and including December 31st of that year, will be paid on the first pay period in December of that year. An employee who is "on call" for a statutory holiday shall be given another day off for this statutory day at straight time off.

4.10 a) Call Out - Call out occurs after a member has reported off duty and before the member is next scheduled to report for duty. Work starting two (2) hours or less prior to the commencement of the employee's normal shift does not constitute a call out.

b) Employees shall be paid at the rate of time and one-half for actual hours worked on the initial call out, provided that the employee is entitled to be paid for a minimum of four (4) hours at time and one-half for call out.

c) A second call out that occurs within the four hour period of the commencement of the initial call out will be compensated by pay of one hour of call time at time and a half and pay for time worked, for those hours outside of the four hour period paid in the initial call out.

d) If the second call out occurs outside of the four hour period from the commencement of the initial call then the pay provision under b) above will apply.

e) It is understood and agreed that the employee may elect pay or time off under this article, both of which are to be at the rate of time and one-half, with the scheduling of time off to be through mutual agreement.

4.11 All employees who are required to appear on any cases in which they may be involved, shall do so at time and date set down on the court list, unless notified differently by the Chief of Police or his representative at least two (2) hours in advance of the time the case is scheduled to be heard, if the case is scheduled to be heard in the morning; or four (4) hours in advance of the time the case is to be heard, if it is to be heard in the afternoon. All reasonable effort will be made to contact witnesses as soon as possible regarding any changes in the planned court attendance.

4.12 Employees shall be paid at the rate of time and one-half for off-duty court appearances, with proof of service of summons, subpoena or court appearance notice, provided that the employee is entitled to be paid for a minimum of four (4) hours at time and one-half. Employees required to be called out or to appear in court while on vacation shall be paid at the rate of time and one-half for the hours actually worked, provided that the employee shall not receive less than eight (8) hours pay at time and one- half for each court appearance or call-out. **The vacation time will be returned to the employee's vacation bank**. When applying for vacation periods, will have four consecutive days off prior to the cycle and four consecutive days off following the cycle, as protected days to be treated the same as vacation under this Article. It is understood and agreed that the employee may elect pay or time off under this article, both of which are to be at the rate of time and one-half, with alternate time off to be through mutual agreement.

The return of the vacation time to the employee's vacation bank does not apply to the days off prior to the work cycle and following the work cycle.

In order to qualify for the vacation to be returned to their vacation bank, the onus is on the employee to identify to the person calling that the employee is on vacation.

4.13 **An employee called for morning court, where situationally and operationally feasible, shall be permitted up to six hours off during the shift prior to court.**

An employee called for afternoon court, where situationally and operationally feasible, shall be permitted up to six hours off during the shift after court.

4.14 Any Employee receiving floater hours **may** have the option of taking time off or to receive pay for the floater hours at straight time. The Employer has the right to pay for floater hours not used as time off. Any floater hours earned and not used as time off by July 1st shall be paid out on the first pay in July. Any floater hours earned and not used or scheduled as time off up to and including December 31 of that year will be paid on the last pay period in November of that year.

4.15 Employees who are scheduled on shift work whose hours of work encompass the period of 0100 to 0700 or any portion thereof, on a day/night rotational basis will be granted up to 36 hours annually pro-rated on the portion of the year they are scheduled on such shift work. The purpose of this restorative health time off is to assist with the challenges of shift work on employees, working 0100 to 0700 am recognizing the rigours of night shift work and the affect on work/life balance. Time will be on a time off basis only upon approval

of the NCO. **An employee may carry over up to 18 hours of time to the next calendar year to be taken in time off by April 30th of that year. Remaining restorative time will be paid out on April 30th at the rate in the year it was earned.**

4.16 During the shifts that are impacted by daylight savings time, there will be no overtime paid for the extra hour worked, nor will any deduction be made for the shorter work day.

ARTICLE 5 - TRAVEL & MEAL ALLOWANCES

5.01 When an employee is on business of the Employer, the employee shall abide by City of Fredericton Quality Management System procedure number COR-OP-013 regarding **meal allowance, overnight travel and per diem** provided that any increases are forwarded to the employee. A 'travel day' for the purposes of this article shall be any day which an employee is required to travel **from 8am - 6pm**.

5.02 Employees who are away from their homes while attending extended courses may return home or Employee's spouse/partner may opt to visit the Employee, at the Employer's expense once every six (6) weeks, should the course structure allow. Booking for interim travel must be completed at the minimum rate available, and made at the same time as the primary travel booking. Reimbursement will include airfare and upon production of receipts, transportation to and from the airport.

ARTICLE 6 - SALARIES

6.01 Salaries shall be paid in accordance with the rates as set forth in Schedule "A" attached.

6.02 Employees hired without prior recognized police service will commence as a 4th class constable and will advance to the 3rd class constable level after completion of 12 months continuous service. After twenty-four (24) months continuous service, that employee will advance to a 2nd class Constable. After thirty (30) months continuous service, that employee will advance to a first class Constable. For employees hired with past recognized police service, management retains the right to employ a new member in a rank up to and including First class Constable commensurate with their experience and qualifications. Management agrees to exercise this discretion reasonably.

The following table will be used for promoting employees with prior recognized police service:

Constable 3 to Constable 2 – 12 months
Constable 2 to Constable 1 – 6 months

6.03 On retirement or severance, an employee shall be entitled to service pay calculated from January 1st to date of departure. In case of death, the service pay shall be paid to the employee's beneficiary or estate.

6.04 In addition to the annual rate of pay set forth in Schedule "A" attached, the following respecting service pay shall apply to eligible employees. The service pay formula is as follows:

Over 10 years	1.5%
Over 15 years	2.5%
Over 20 years	3.0%
Over 25 years	3.5%

Employees hired after May 3, 2006 will not be eligible for Service Pay.

6.05 Salaries are retroactive to January 1, 2021. The Employer shall pay retroactive payments within 90 days of the date of signing, unless the parties mutually agree on an extension. Retroactive payments apply to any current or former employee who was employed during the retroactive period. Any employees who are no longer in the bargaining unit must make application, in writing, to the Manager of Human Resources, within the 90 day timeline, in order to qualify for retroactive payments.

ARTICLE 7 - HOLIDAYS & VACATIONS

7.01 a) All employees covered by this Agreement are to have the following holidays:

New Years Day	Labour Day
Family Day	**Truth and Reconciliation Day**
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

or any other day proclaimed by the Federal, Provincial, or Municipal Government.

b) Statutory holidays may be taken as time off, if time remains in the employee's statutory time bank earned and not used or scheduled as time off up to and including December 31st, of the current year, 24

hours can be carried over and must be used by April 30th. Any remaining hours as of April 30th must be paid out at the rate of pay in the year they were earned.

7.02 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than 2 years	80 hours
2 years to 8 years	120 hours
9 years to 18 years	160 hours
More than 18 years	200 hours
After 25 years	240 hours

7.03 Employees hired with greater than **three (3)** years of past police experience will be granted one additional week of vacation. This will apply only to the first two **(2) years** of Fredericton Police Force service.

7.04 Vacation shall be taken at such a time as **approved by the divisional OIC or their designate. Application for this vacation period must be to the courts before February 15th of each year.**

NCOs will choose vacation separate from the Constables on their team/platoon based on operational requirements within their working team/platoon. This vacation selection will continue to be based on seniority (regimental number) regardless of rank within their respective NCO team.

Constables will choose vacation based on seniority (regimental number) with the FPF and within their working team/platoon and separate from the NCOs.

7.05 When an employee is called for duty while on vacation, they shall be paid for not less than eight (8) hours at the rate of time and one-half, plus reasonable travelling expenses and **the vacation time will be returned to the employee's vacation bank**, provided that the Employer is first advised that the employee is on vacation, and still requires the employee to report for duty.

The return of the vacation time to the employee's vacation bank does not apply to the days off prior to the work cycle and following the work cycle.

7.06 Vacation pay - employees shall be paid on the payday preceding the employee's vacation period upon the request of the employee two full weeks prior to such payday.

7.07 **Vacation shall be taken in the year in which it is earned. However, an employee may carry over vacation to April 30th of the next year.** In addition, if one-third (1/3) of the vacation entitlement is taken before April 30th of the year in which it is earned and if, due to work requirements, the member is unable to take the remainder in that year the balance may be carried over to the end of April of the subsequent year. If at that time work requirements are such that the vacation still cannot be taken, the employer agrees to pay for the remaining vacation days at the regular rate of pay.

7.08 Vacation Pay on Termination - An employee terminating their employment at any time during their vacation, or before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 8 - MEDICAL EXAMINATION/EMPLOYEE DISABILITY

8.01 Where any question arises concerning the fitness of an employee for duty, such fitness for duty of that employee shall be determined by a Board of Doctors at the request of either the employee or the Employer. The Board shall consist of one (1) doctor appointed by the Employer, and one (1) doctor appointed by the employee, and a third doctor selected by the other two (2) doctors. A written report shall be forwarded to the member and the Chief of Police. The employee and the Employer shall each pay their appointee, and divide the payment of the third equally. Notwithstanding the foregoing, if the parties agree to accept a single doctor, he shall, for the purpose of this article, constitute the Board of Doctors.

8.02 Because of the nature of employment as a Police Officer, if the Board of Doctors or the current Long Term Disability insurer determines that the employee is unable to carry out the regular duties of their position because of physical or psychological disability but is able to perform other functions as a Police Officer within the Force, and the Employer can reasonably provide a position which can accommodate the disability and the employee is capable of fully performing the duties of such position subject to quarterly performance appraisals, the employee shall be assigned to such position, recognizing that the employee may be returned to regular duties as soon as the employee's medical condition permits.

8.03 An employee who is receiving LTD benefits and who becomes eligible for an unreduced pension through the provisions of the City of Fredericton Superannuation Plan, shall be required to apply for such pension, which shall be a direct offset to the LTD benefit, it being recognized that should the employee recover, they will be permitted to return to work.

8.04 If the employee is unable to return to work, to qualify for Long Term Disability, or to receive a pension under the provisions of the City of

Fredericton Superannuation Plan, the Employer shall make every reasonable effort to obtain alternate employment for such employee with the Employer.

ARTICLE 9 - WORKERS' COMPENSATION

9.01 All persons subject to this collective agreement shall be covered by the provisions of the Workers' Compensation Act of the Province of New Brunswick.

9.02 An employee who is off duty as a result of an accident or occupational illness arising out of and in the course of duty shall be covered with hospitalisation and medical care at the expense of the Employer providing it is certified necessary by a Board of Doctors and is not provided by Workers' Compensation, Medicare or the City's Health Plan.

9.03 When an employee is off work because of an accident or occupational illness resulting from their employment as a police officer, and which is accepted as compensable by the Workplace Health Safety and Compensation Commission (WorkSafeNB), the Employer will supplement the Workers' Compensation benefit (WCB) to the extent permitted by WorkSafeNB without offsetting the benefit payable by WorkSafeNB and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above their regular pre-disability amount, recognizing the non-taxable status of WCB.

9.04 The Employer will advance to the employee, through the payroll system, any WCB "loss of earnings" payments to which the employee is entitled, provided the employee authorizes WorkSafeNB to pay the loss of earnings" benefit directly to the Employer and authorizes the Employer to recover by payroll deduction, any overpayment of such advance.

9.05 The employee's benefit plans (including Superannuation and excluding LTD) will be maintained in effect by the Employer during the period that the employee is in receipt of "loss of earnings" benefits from WorkSafeNB, subject to Article 9.03.

9.06 The absence of an employee who is receiving WCB under the Workers' Compensation Act shall not be charged against the employee's **existing** sick leave credits or **existing** vacation credits subject to Article 9.07.

9.07 The Employer will not be required to pay an employee receiving WCB for more than fifty-two (52) weeks in any calendar year, such payment shall include that employee's vacation pay for that calendar year.

9.08 **An employee on Workers' Compensation Benefits for an extended period of time continues to earn vacation credits up to but not beyond the first six (6) months.**

ARTICLE 10 - SICK LEAVE

10.01 Sick leave credits shall accrue to all employees at the rate of ten (10) hours per calendar month of employment.

10.02 A medical certificate may be required by the Employer for any illness exceeding two (2) consecutive days or when a sick leave pattern has been established. A medical certificate, provided by a doctor **or nurse practitioner**, shall be sufficient and where possible shall indicate the nature of the illness and the expected duration of absence from work. A City of Fredericton **Functional Abilities Form**/Attending Physicians Statement shall be provided: upon request, after an absence of greater than two (2) weeks; and as a return to work clearance after a serious illness or injury. The Employer shall pay reasonable and customary costs for having such statement provided.

10.03 The Employer is not liable to apply sick leave credits to an employee as a result of injury, if such injury was sustained in any paid employment outside the employee's regular duties, and for which the employee is eligible for Workers' Compensation or Canada Pension Plan benefits.

10.04 Sick leave will not be deducted from an employee's sick leave credits when such employee is receiving benefits under the Workers' Compensation Act.

10.05 Each employee, when they become permanent, shall contribute forty (40) hours from their accumulated sick leave to the sick bank. Those employees who have accumulated more than one thousand, three hundred and sixty (1,360) sick leave hours shall contribute half of their future sick leave credits to the sick bank until contributions collectively result in a bank of eight thousand (8,000) hours.

10.06 The Union will receive a complete record of hours on credit for employees individually and total hours credited to the bank by February 15 each year.

10.07 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Workers' Compensation Act, and **shall be subject to the approval of the Union Executive and of the Chief of Police upon production of appropriate medical certificates up to eighty (80) hours, in a calendar year.**

For requests beyond eighty (80) hours and not exceeding two hundred and forty (240) hours, in a calendar year, the employee making the request for time from the sick bank will be required to meet with the Union President or designate, the Chief of Police and the Absence and Return to Work Advisor before any further time will be considered for approval by the Union Executive and the Chief of Police.

After the employee has exceeded two hundred and forty (240) hours from the sick bank, in a calendar year, the employee will be required to participate in a medical review board of doctors, as defined in Article 8.01, before any further time will be considered for approval by the Union Executive and the Chief of Police. The review board of doctors process may be waived, in extenuating circumstances, at the discretion of the Chief of Police.

If a request for approval is rejected, the decision can be appealed by the employee and/or the Union President or designate to the Chief Administrative Officer for a final decision.

10.08 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted **their** entire annual and accrued sick leave allotment and all **their** annual holidays.

Exceptions to the general rule that an employee must exhaust their entire vacation in order to apply to the Sick Bank will be provided for employees who have contracted a disease as declared a state of emergency using the Emergency Measures Act by the Province of New Brunswick.

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

10.10 Computing Sick Leave - For the purpose of computing sick leave accumulation, the following shall be counted as working days:

(1) days on which the employee is on vacation;
(2) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
(3) days on which the employee is on sick leave pursuant to the terms of this Agreement; and,
(4) days on which the employee is absent from work while receiving Workers' Compensation benefits.

10.11 Sick Leave Deductions - A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is on sick leave.

10.12 When an employee is on leave and becomes ill, with the illness substantiated through an Attending Physician's Statement explaining the reason for illness, they shall be entitled to sick leave. The vacation schedule and lost time shall be taken as sick leave and credited to the employee's vacation leave for future use.

ARTICLE 11 - MATERNITY/PARENTAL LEAVE

11.01 Subject to the terms and conditions below, adoption, maternity, or parental leave shall be granted to employees who wish to return to work after providing adequate care and after recovering from childbirth. Each employee is eligible for seventeen weeks of top-up per birth event.

11.02 To qualify for adoption, maternity, or parental leave, the **employee shall notify the Chief of Police at least three (3) months prior to the expected delivery date or adoption date, subject to applicable legislation.**

11.03 a) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week maternity leave at a rate of ninety-five percent (95%) of their regular weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employees net take home pay above their regular pre-leave amount.

b) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week parental leave at a rate of seventy-five percent (75%) of their regular earnings for the period of such leave, as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay above their regular pre-leave amount.

c) Where two (2) employees are eligible to receive SUB for the same birth event they cannot access the top-up simultaneously.

d) On return to work, the employer will pay both the employer and employee pension plan contributions for the leave period of seventeen (17) weeks only.

11.04 Maternity leave shall commence not later than the end of the seventh (7th) month of pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that her health will permit deferment of maternity leave to a later and specified date.

11.05 Notwithstanding the above, the Employer may request medical certification whenever the Employer has a concern about the employee's ability to continue working.

11.06 An extension of adoption, maternity, or parental leave shall be granted on application and submission of a certificate from a qualified medical practitioner stating the necessity for such extension. Employees requiring such an extension shall be considered to be on sick leave for that period until such employee is able to return to work, or qualifies for benefits payable from the group disability plan, or has exhausted their sick leave coverage, whichever comes first. Should the employee exhaust their sick leave credits or not be eligible for benefits under a group disability plan, they shall be granted leave of absence without pay for the purpose of qualifying for any unexpended EI sick benefits.

11.07 The Employer will continue to pay the employee's BSA during any period of maternity leave. During any period of parental/adoption leave (up to thirty five weeks) the employer shall continue to pay premiums for the employee's continued coverage of health and dental benefits, accidental death and dismemberment benefits, life insurance benefits and the long term disability benefits (if payment is required)

11.08 An employee shall not accumulate vacation or sick leave credits while on maternity and/or parental leave.

11.09 At least ten (10) days prior to the scheduled date of return to duty, the employee shall notify the Employer of her intentions regarding her return to duty. As a condition of return to duty and prior to terminating the maternity leave, the employee must submit **a Function Abilities Form/Attending Physician's Statement** to the Employer stating that her health will not be impaired by her return.

11.10 On return to duty following maternity, parental or adoption leave, the employee shall be placed in her former position with the same wage rates and her earned benefits prior to going on maternity leave. An employee returning to duty after a longer period than seventeen (17) weeks may be placed in a position comparable to the one occupied by her prior to the commencement of maternity leave with not less than the same basic wages and benefits.

11.11 Should an employee not return to work within the time specified in Article 11.03 and 11.06 above, her employment shall be deemed to have terminated.

11.12 The transfer of a female employee, who becomes pregnant, to a job function that reduces the risk of that employee being in a confrontational situation, will be considered. This clause will supersede any other restriction in this Collective Agreement relative to transfers or temporary assignments.

11.13 Parental benefits can be collected by both natural and adoptive parents while they are caring for a newborn or adopted child. **In accordance with the *Employment Standards Act,*** benefits can be received by either the mother or the father, or shared or divided between them as they deem appropriate if both parents are eligible. Both parents may collect parental benefits at the same time. Parental benefits are payable at any time during the year after the child arrives or is placed in the claimant's home; however, an employee cannot receive parental benefits any later than fifty-two (52) weeks after the child arrives or is placed in the home.

11.14 The employer is prepared to provide to an employee who has been on maternity leave an amount equivalent to twenty-five (25%) of the employee's weekly salary for each week that the employee returns to full duty before the end of the thirty-five (35) week of parental/adoption leave.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The Chief of Police or designate will consider any reasonable request for leave of absence with or without pay.

12.02 Leave of absence without loss of seniority may be granted to employees upon request to the Chief of Police or designate, for employees elected or appointed to represent the Union at Union Business. Such cumulative time shall not exceed a total of thirty (30) working days with pay plus twenty (20) working days without pay in any calendar year.

12.03 Bereavement Leave:

An employee shall, upon request, be granted up to four (4) shifts paid leave in the event of the death of a member of the employee's immediate family.

The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstance.

12.04 Compassionate Care Leave: An employee shall, upon request, be granted up to three (3) shifts paid leave to provide care and support to their

immediate family in the case of serious or life threatening accident or illness. The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstances.

12.05 "Left Homeless" Leave: Employees shall be granted up to three (3) shifts of leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God, subject to the approval of the Chief of Police. The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstance.

12.06 Family Leave: Employees shall be granted up to twenty-four (24) hours leave annually for the immediate and/or temporary care of a member of the employee's immediate family, subject to approval by the Employee's supervisor.

12.07 The Employer shall pay the rate of pay to an employee who is required to serve as a court witness, when the case is job related. In accordance with Article 5 or Article 8, whichever is applicable, any remuneration such employee received as a result of serving as a court witness shall be turned over to the Employer. The employee will provide proof of service and the amount of pay received.

12.08 Domestic/Intimate/Sexual Violence Leave: The Employer shall grant employee, Domestic Violence, Intimate Violence or Sexual Violence Leave in accordance with the provisions and requirements as provided for under the New Brunswick Employment Standards Act.

Notwithstanding the provisions of NB Employment Standards Act with respect to Domestic Violence, Intimate Violence or Sexual Violence the parties agree the leave is in effect on commencement of employment.

In addition to the benefits provided in the Act, employees experiencing any of these situations will be able to apply for additional days of paid leave, as per City Policy COR-OP-105. Such leave will be at the discretion of the Chief or designate.

ARTICLE 13 - SENIORITY LIST

13.01 The seniority list shall be done in order of seniority by regimental number and is to include the last date of hiring, sick leave credits, vacation credits, and date of posting. Seniority lists shall be made available to the Union by February 15th of each year.

ARTICLE 14 - CLOTHING & EQUIPMENT

14.01 Each employee shall be supplied with clothing and equipment as required.

14.02 The Employer agrees to continue to provide the present quality and availability of clothing and equipment from stores as is the practice at the signing of this contract. Improvements and changes to the clothing and equipment available will be by way of agreement of the Labour Management Committee.

14.03 Every employee assigned to **Major Crime & Special Crimes** shall be granted a clothing allowance of **$2175.56** (exclusive of HST) per year, to be paid on the last pay in November and increased cumulatively on a yearly basis according to the New Brunswick Consumer Price Index); except those employees assigned to **Drug & Street Crimes**, who shall receive a clothing allowance of **$1631.67** (exclusive of HST) per year, to be paid on the last pay in November and increased cumulatively on a yearly basis according to the New Brunswick Consumer Price Index **as calculated by City of Fredericton.** This allowance will be pro-rated for the period of work in these division(s). At the time of transfer into the respective section, the Employee shall receive the full clothing allowance.

14.04 It is further understood that employees not identified in Article 14.03 of the Collective Agreement and who are assigned "plain clothes duties" for a complete working day or more, will receive a clothing allowance of **$4.18** per day. A form will be developed and used by members who are applying for this daily clothing allowance. The matter contained within this paragraph will be effective the date this agreement is signed until the end of this Collective Agreement. The Employer shall, by the first week of December in each year, provide to each employee an amount at the rate of **$35.56** per month of employment during the contract year, for dry cleaning. **The rates will be increased cumulatively on a yearly basis according to the New Brunswick Consumer Price Index as calculated by City of Fredericton.**

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Step One: Within fifteen (15) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present **their** grievance verbally or in writing to **their** divisional commander (OIC) or designate in **their** absence. A reply will be given to this grievance in writing or if **they do** not receive a reply within ten (10) working days of the day **they** presented it to **their** OIC **they** may proceed to Step 2 of this procedure.

Step Two: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present **their**

grievance in writing to the Chief of Police or designate at the second level of this procedure. If the employee does not receive a reply or a satisfactory settlement of **their** grievance from the Chief of Police within ten (10) working days from the date on which **they** presented **their** grievance at the second level, the employee may proceed to Step Three; however, there shall be a Labour Management Committee meeting prior to proceeding to Step Three.

Policy/Union grievances or those matters that result in a loss of pay to an employee shall be commenced at Step 2 of this procedure within twenty (20) days of the alleged grievance arose.

Step Three: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present **their** grievance in writing to the City Administrator or designate at the third level of the Grievance Process.

If the employee does not receive a reply or a satisfactory settlement of their grievance from the City Administrator or designate within ten (10) working days from the date on which they presented their grievance at the third level, the union may refer their grievance to arbitration within fifteen (15) working days of the date on which they should have received a reply from the City Administrator or designate.

15.02 The parties may mutually agree to extend the time limit specified herein

15.03 Any matter giving rise to a dispute directly between the Union and the Employer, or resulting in loss of pay to an employee, shall be processed at Step Three of the Grievance Procedure within twenty (20) working days of the occurrence thereof. Should the matter not be settled, either party may refer its differences to arbitration pursuant to the Industrial Relations Act.

ARTICLE 16 - CHECK-OFF

16.01 The Employer agrees to deduct regular Union dues from the salary of each employee to whom this Agreement applies and to forward the same to the Fredericton Police Union (United Brotherhood of Carpenters Local 911) biweekly. The Employer will indicate the annual amount of union dues paid by a member on their T4.

ARTICLE 17 - BENEFITS

17.01 The Employer agrees to continuation of the pensionable Benefit Spending Allowance for each employee to use for the purchase of benefits as directed by the employee and in conformity with the Benefit Plan provisions.

2021	2022	2023	2024
$210	$295 upon signing	$295	$305

The BSA contributions are to be considered as pensionable income.

17.02 Effective the first pay corresponding to January 1, 2008, all employees must participate in the City's health and dental plans.

17.03 Mandatory benefits shall be purchased for each employee as follows:

a) Group Life Insurance in the amount of 1.25 times basic annual salary.

b) Accidental Death and Dismemberment Insurance in the amount of $140,000.

c) Long Term Disability Insurance in the amount of 70% of the employee's basic salary

d) Group Health Plan

e) Group Dental Plan

f) Nothing in this Article shall be construed as limiting the Employer in its choice of insurers.

17.04 The Employer agrees to maintain in effect a Group Health Plan (GHP) equivalent to the GHP in effect upon signing of this agreement. Participation in the GHP shall be mandatory. Coverage provisions of the GHP may only be changed by mutual agreement of the Parties.

17.05 The Employer agrees to maintain in effect a Group Dental Plan (GDP) equivalent to the GDP in effect upon signing of this agreement. Participation in the GDP shall be mandatory. Coverage provisions of the GDP may only be changed by mutual agreement of the Parties.

17.06 The Employer agrees to make available a Health Services Spending Account (HSSA) for each employee who so directs and to deposit into the HSSA an amount from the BSA as directed by the employee up to the balance in the BSA after mandatory benefit premiums are paid.

17.07 The Employer agrees to maintain the Group Registered Retirement Savings Plans (GRRSP) in effect on the date of this agreement, and to make available to employees through payroll deduction. Employee participation in GRRSP is voluntary.

17.08 The Employer agrees to maintain in effect an employee Dependant Life Insurance Plan, an Optional Life Insurance Plan and a spousal Optional Life Insurance Plan available to employees through payroll deduction. Participation in these Plans is voluntary.

17.09 Any balance in the BSA, that the employee has not directed to purchase benefits, will be paid to the employee as a cash addition to their regular pay.

ARTICLE 18 - FUNERAL EXPENSES

18.01 All reasonable funeral expenses for employees who die while in the performance of their duties shall be paid by the Employer.

ARTICLE 19 - RETIREMENT

19.01 When an employee having continuous service of five (5) years or more retires due to disability, death, or age, the Employer shall pay such employee or beneficiary of such employee a retirement allowance equal to one (1) month's pay for each five (5) years of service or fraction thereof but not exceeding six (6) months, at the employee's regular rate of pay on retirement.

19.02 Where an employee retires due to disability, death, or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, beneficiary or estate as the case may be.

19.03 The employee shall have the option of taking their retirement allowance either in the form of retirement leave or through a lump sum payment upon retirement. Notwithstanding Article19.01 an employee who has accrued 25 years of service and who qualifies for an unreduced pension will be eligible for their retirement allowance upon termination of service.

19.04. The Employer agrees to provide an annual retirement preparation seminar at the Employer's expense and it shall be available to any interested employees.

ARTICLE 20 - PENSION

20.01 The Parties agree that a police officer that has completed twenty-five (25) years of service or whose age plus years of service equals at least seventy-five (75) will be eligible to retire with an unreduced pension.

Service shall mean years or fraction thereof employed as a police officer with the City of Fredericton.

The additional cost of this provision shall be shared equally between the Employer and the employee, to the maximum permitted by the Income Tax Act.

20.02 The employer will provide 30 days written notice to the Union of all changes it intends to make to the terms of the City of Fredericton Pension Plan. The

Employer and the Union will enter into meaningful discussions with a view to attempting to resolve any differences between them. At the end of the 30 day notice period, the Employer can proceed to implement the changes.

ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE

21.01 For the efficiency of the service, it is agreed by both parties to this Agreement that a Labour Management Committee shall continue to operate. Such joint Committee shall consist of equal representation of the Employer and the Union.

21.02 The Committee shall not have the power to alter or change any provision of this Agreement.

21.03 The terms of reference of the Committee shall be similar to that suggested by the Labour Management Committee Branch, Federal Department of Labour.

21.04 The Committee shall enjoy the full support of both parties in furthering the public and general welfare of the Employer and the employees.

21.05 Labour Management meetings shall be held on a date agreeable to both parties, preferably one (1) week prior to the regularly scheduled monthly Union meetings.

ARTICLE 22 - GENERAL ITEMS

22.01 Plural and Gender - Wherever and whenever 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 requires.

22.02 Clarification of Designate(s) - For purposes of clarification, wherever or whenever the Chief of Police or the City Administrator are referred to by title in this Agreement, the same shall be deemed to apply to their designate(s) in that particular context.

22.03 Representation of Lawyer - The Union shall have the right at any time to have assistance of a lawyer or any other representative when the Union is dealing with the Employer or its representative on matters of interest to the Union.

22.04 Correspondence - Except as specifically provided elsewhere in this Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the City Administrator and the **President** of the Union.

22.05 Active Employment – is defined as the normal period of employment for which the employee is scheduled to work. Active employment would include periods during which the employee is normally scheduled to take vacation or holidays but would not include periods during which the employee is on suspension or absent from work as noted below. This article does not apply to employees on WCB.

Members under "suspension" and/or placed on "administrative leave" relative to the incident that resulted in the suspension, are immediately ineligible for benefits accrued under Category "A" and, as well, are ineligible for any training.

In the case of "sick leave", "administrative leave," excluding that noted above, Category "B" benefits would cease after thirty (30) calendar days.

In the case of "leave without pay" all benefits would cease immediately

Category "A" Benefits	Category "B" Benefits
- Dry cleaning allowance	- Dry cleaning allowance
- Clothing allowance	- Clothing allowance
- Vacation *	- Non-mandatory statutory holidays
- Non-mandatory statutory holidays	

In accordance with the Employment Standards Act vacation pay will be paid in lieu of vacation leave credits.

If a member who has been suspended and/or placed on administrative leave is found not guilty or no charges are laid under the provincial or federal statute, which precipitated the suspension, all benefits shall be reimbursed.

22.06 Kennel Time: The Canine Officer will be allocated 12 eight-hour days on the 1st of January each year, to be taken in which they are allocated.

If the employee cannot, for work requirements, use all of the allocated days, the balance will be paid on the last pay in November. Any unused hours will not be carried over into the next year.

22.07 Infestation Issues: Infestation issues, damage to, or loss of personal property while in the execution of duties, shall be reviewed on a case bycase basis for reimbursement or replacement.

ARTICLE 23 - LAYOFF AND RECALL

23.01 Role of Seniority Layoff - Both parties recognize that security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of seniority.

23.02 Recall Procedure - Employees shall be recalled in the order of their seniority.

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

23.04 Advance Notice of Layoff - The Employer shall notify employees who are to be laid off two (2) months prior to the effective date of layoff. If the employee has not had the opportunity to work the days for which work was not made available then he shall receive payment for such days.

23.05 In the event of layoff, an employee shall retain recall rights, provided that such employee has not withdrawn contributions to the superannuation fund, or a period of two (2) years has expired since the date of layoff.

ARTICLE 24 - LIABILITY

24.01 The Employer agrees to maintain liability insurance for employees to cover civil liability arising from acts committed by employees in the course of their duties as Police Officers. As well, the Employer undertakes to provide legal representation through the City Solicitor's office for individual employees before the New Brunswick Police Commission where the Employer has concluded that the incident involving the employee before the New Brunswick Police Commission will not be the subject of disciplinary action.

24.02 A member charged with an offence under a federal or provincial statute shall be entitled to reimbursement from the Employer of reasonable legal expenses, as determined by the City Solicitor, needed to mount a successful defence to all charges. There shall be no reimbursement of expenses where the member is convicted or where, despite acquittal, the official rendering decision determines that the actions of the officer constituted a gross disregard or neglect of duty as a police officer.

ARTICLE 25 - DISCRIMINATION

25.01 There shall be no discrimination exercised or practiced by either party against the other for any reason whatsoever.

ARTICLE 26 - SAFETY

26.01 The **Joint Health and** Safety Committee will be independent of the Labour Management Committee and will meet separately.

26.02 The Union **membership** shall be provided with a copy of the minutes and decisions of the **Joint Health and** Safety Committee within ten (10) days of each meeting.

26.03 The employer **is required to provide** Stress Management **training** each year in such numbers as determined by the Labour Management Committee.

ARTICLE 27 - UNION OFFICE SPACE

27.01 **The parties agree that UBC Local 911 shall have a mutually agreed upon centrally located office space.**

ARTICLE 28 - WELLNESS COMMITTEE

28.01 The purpose of this committee is to promote Health and Wellness for each individual employee, improve attendance and where possible assist employees to return to work from accident or illness.

ARTICLE 29 - PROMOTIONS

29.01 **(1) Promotions to a position above the rank of First Class Constable shall be made by the Chief of Police from the employees who are eligible.**

(2) An employee shall be eligible for promotion after obtaining sixty (60) months of policing experience, thirty (30) months of which must be as a police officer with Fredericton Police Force.

(3) An employee shall not be eligible to compete for a promotion if the employee:

a) Has not been confirmed in their existing rank;

b) Is on a Developmental Plan on the date the promotional process is initiated; or

c) Is under a Police Act or Criminal Code investigation on the date the promotional process is initiated or at any point during the course of the promotional process, subject to the discretion of the Chief of Police in consultation with Labour/Management.

(4) An employee promoted to a rank above their existing rank shall successfully complete a probationary period of one (1) year before being confirmed

29.02 a) The department shall make promotions from the existing personnel in the department. Further, commensurate with today's environment, newly promoted NCOs must complete training as identified in policy by the end of their probationary period.

b) The department shall provide training to incumbent NCOs consistent with the requirements of their duties, and in accordance with the principles of the FPF Performance and Development System.

29.03 **(1) All promotions shall be made by the Chief of Police based on:**

a) An Eligibility Assessment comprised of a Readiness Review (40% of the score) and an Examination (60% of the score). Members must receive a written examination mark of 70% or higher in all ranks in order to be eligible for promotion.

b) An Interview.

(2) The criteria for the Readiness Review and Examination shall be contained in Appendix "B" to this collective agreement, and may be amended by agreement of the Employer and the Union.

29.04 **(1) The top fifteen (15) candidates from the Eligibility Assessment will be placed in the Eligibility Pool.**

(2) When a vacancy is posted for a position, the candidates in the Eligibility Pool must submit an expression of interest to compete for a promotion for the rank of the vacancy.

(3) The Interview Panel will interview the top eight (8) candidates in the Eligibility Pool for each vacant position and will recommend for promotion the candidate with the top interview score for each vacancy. If a competition involves more than one (1) vacancy, an additional candidate will be interviewed for each additional vacancy, e.g. if there are two (2) vacancies, nine (9) candidates from the Eligibility Pool will be interviewed.

(4) The Interview Panel will follow the interview structure contained in Appendix "B", and will:

a) The Interview Panel will rank candidates on the basis of an individual's overall leadership and suitability of core, technical and functional competencies,

b) Based on the interview, the Interview Panel will recommend to the Chief of Police the candidate with the top score for promotion,

c) The Chief will either accept or reject the recommendation of the Interview Panel. If rejected, the Chief will provide reasons to the Panel.

(5) The successful candidate or candidates will be promoted to the new rank but not assigned to a specific role.

(6) When a member is promoted from the Eligibility Pool, the next person on the Readiness Review list will move into the group of the top eight (8) candidates that will be interviewed for the next available vacancy.

(7) Interviews will be conducted for each promotional opportunity, regardless of the timing of the previous round of interviews.

29.05 **a) Each candidate who is interviewed will meet with the candidate's Officer in Command, and the Employee Development Advisor to participate in a debriefing of the process and their performance in the competition and to identify any opportunities for development.**

b) The current eligibility pool will stay in effect until the next set of exams is written, at which time the current pool is vacated.

29.06 **a)** Promotions shall follow progressive steps through the rank structure (i.e., **Corporal**, to Sergeant, to Staff/Sergeant).

b) An employee not confirmed or promoted to a more senior position shall revert to **their** former position without loss of seniority.

29.07 **(1) A promotional process will be commenced every two (2) years on the second Monday in January of the promotion year. The first promotional process will begin in June 2020 and the next promotional process to begin in January 2023 unless a change of date is mutually agreed by the parties.**

(2) The Readiness Review will begin in the third week of February in the promotion year.

(3) The Examination will take place on the second Tuesday in April in the promotion year.

(4) Readiness review and interview structure will be included in Appendix "B"

ARTICLE 30 - TRANSFERS

30.01 With the exception of unforeseen circumstances (i.e. medical, special ops) a person hired by the Fredericton Police Force must complete two years (2) in the Patrol Response prior to being eligible for any transfer.

30.02 All transfers will be made in consideration of:

a) Competencies consistent with the job description, training, qualifications, and when all is equal, the deciding factor will be seniority.

b) Operational requirements

c) Performance and Development Review

d) Supervisory feedback

e) Interview, if deemed appropriate

30.03 A temporary transfer is a posting for a period not exceeding ninety (90) calendar days. Where practicable, notice of the availability of such transfer shall be posted for a seven (7) calendar day period. Each employee to be transferred shall receive thirty (30) calendar days notice of such transfer. The thirty (30) day calendar notice may be varied by mutual agreement.

30.04 Notwithstanding the above, a temporary assignment is permitted on a case specific basis.

30.05 Transfers for longer than ninety (90) calendar days (such as, but not limited to secondments, serious illness and maternity leave) shall be posted for a seven (7) day period. Each employee to be transferred shall receive thirty (30) calendar days notice of such transfer. The thirty (30) day calendar notice may be varied by mutual agreement.

30.06 Employees in temporary transfers or assignment will be returned to their original post.

30.07 Mid Year Transfers – when a Primary Response member requests a transfer or applies for a position and is subsequently transferred, floater time and restorative health time will be prorated based on the number of months on shift. It is understood that the total allocation of floater hours will be considered equally distributed over the year, and subsequently prorating as a result of a member-initiated transfer will be based on the monthly hours. When a Primary Response member is transferred at Management's discretion, any used floater time or restorative health time that exceeds the prorated amount will not be subject to claw back.

Statutory holidays will be adjusted to reflect the effect the effective transfer date to the new assignment.

If a member is transferred at Management's request and waives the 30 day transfer notice, there will be no negative impact to time accrued.

ARTICLE 31 - NEW CLASSIFICATIONS

31.01 If there are any new classifications created during the terms of this Agreement, wages only shall be negotiated for the new classification and all other terms and conditions of the Agreement shall apply. If the parties cannot agree on wages for the classification, then both parties agree that the question of wage rates only shall be settled by final and binding arbitration.

ARTICLE 32 - REGULATION/POLICIES GOVERNING FREDERICTON POLICE FORCE

32.01 If there is any conflict between the provisions of the regulations/policies governing the Fredericton Police Force and the provisions of this Agreement, the provisions of the latter shall govern.

ARTICLE 33 - EXTRA WORK

33.01 For the purpose of this article, "extra work" means police services that are contracted by the Employer to satisfy the requirements of a business or corporation that are beyond the scope of the policing normally carried out by the Police Department of the City of Fredericton.

33.02 Extra work shall be considered work of the Employer carried out under the direction of the Chief of Police and shall be coordinated by a serving Police Officer to be known as the "extra work person" elected by the Bargaining Unit. All police personnel engaged in extra work shall be equipped with radio communication equipment. Police vehicles will be provided or the member will be transported to and from the destination.

33.03 The market rate for extra work shall be negotiated by the Bargaining Unit. The Employer shall collect the market rate on behalf of the employees, making deductions for income tax only.

33.04 Extra work shall be done by members of the Bargaining Unit on a voluntary basis. Those tasks presently considered work through the extra workman shall continue.

33.05 The operation of this article may be reviewed quarterly by the Labour Management Committee on the request of either of the parties of this Agreement.

ARTICLE 34 - TRAINING AND DEVELOPMENT

34.01 The Employer will provide job-related training, education and opportunities for professional development and foster an environment of continuous organizational learning dedicated to ensuring and enhancing the ability of their Officers to perform necessary tasks related to contemporary policing.

34.02 All Police Officers will be trained in the core courses identified under the New Brunswick Policing Standards.

34.03 Employees will be selected for training and education based on the needs of the employees consistent with the immediate and long-term organizational objectives and individual career development.

34.04 a) A candidate selection group shall review all candidates' applications. The candidate selection group is comprised of the divisional O i/c's, 2 i/c's and a Union Executive representative.

b) Training course selection criteria will include:

i) Course pre-requisite
ii) Performance and Development Review
iii) Operational requirements

When all else is equal, seniority will be the deciding factor.

34.05 Training courses shall be posted for a minimum of fourteen (14) days for the information of all employees. The exception being that when unusual circumstances make it impossible to adhere to the normal posting period, a short notice selection may be made with the selection committee.

34.06 In-Service/Mandatory Training: Means training requiring a member's attendance. Employees required to attend in-service/mandatory training, while off duty, shall be compensated at straight time pay or at time and one-half (1.5x) time off. Employees when acting as Instructors or **Quarries**, while off duty, shall be compensated at straight time pay at time and one-half (1.5x) time off for actual hours of presentation, plus preparation time as pre-approved by the NCO in charge of training.

34.07 Members attending a departmentally approved training/course will be compensated as per the following only:

a) Monday to Friday, shall receive the weekend before and the weekend off after in lieu.

b) Monday to Thursday shall receive the weekend before off in lieu.

c) Tuesday to Friday shall receive the weekend after off in lieu.

d) Any course with duration of less than 4 days will be reimbursed at straight time off time only. Any member working a nightshift shall be granted leave at midnight preceding a course day and will not work a nightshift on the day a course was attended.

e) For the purposes of this article, "weekend" commences at midnight on Friday and concludes at 0600 hrs on Monday.

34.08 Specialty Training: Members or **quarries** belonging to pre-defined "specialty" team (**ERT, EDU, CRT, CNT, TEMS, K9, RPAS**) shall have their training compensated at the rate of straight time off only, if on scheduled time off. If on duty, a training day scheduled for at least eight (8) hours will be considered a work day. **If an additional specialty team is formed, it will be included under this article.**

34.09 Distance Learning: University or accredited courses recognized by the FPF training section. It is understood that no time will be compensated for distance learning education and includes NCO probationary requirements in accordance with Article 29.02.

ARTICLE 35 - RESIDENCY

35.01 The parties agree that an employee's ability to provide emergency services, with a minimum of delay, depends in part on the location of that employee's residence. **The City reserves the right to decide whether an employee's place of residence reasonably permits them to meet operational readiness of specialty teams, depending on their specific role**. An employee will not be required to move from their current (Date of Agreement) residence to comply with this article. Exceptions to the above agreement will be considered on their merits by the Employer **and the Union**.

ARTICLE 36 - PARKING

36.01 During the term of this Collective Agreement the Employer will provide year round parking for employees' personal vehicles, while on duty. This parking will be provided on the third and fourth levels of the Frederick Square Parking Garage. Changes to this parking agreement shall be by mutual agreement of parties only.

36.02 Employer will provide five (5) designated parking spots in the side parking lot adjacent to the Police Station.

36.03 The employer will provide every employee who opts to park their personal vehicle, as per Article 36.01, an annual parking allowance of $340.00 per

year, prorated, according to use. This money will be paid on the second pay in November during each year in which the parking benefit is used.

ARTICLE 37 - FIELD TRAINER

37.01 **In order to be eligible for the role of Field Trainer an employee must have successfully completed their probationary period.**

37.02 **The NCO team selects the Field Trainers subject to the approval of the divisional OIC.**

37.03 **The primary and secondary Field Trainers will be compensated at a rate of 3% of their current salary. Field Trainer compensation will only be provided while actively engaged in training of new recruits/cadets.**

37.04 **A red circled Coach Training Officer as per the attached letter of agreement, who is also a Field Trainer, will not be compensated additionally while actively engaged in training of new recruits/cadets.**

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

ARTICLE 38 - DURATION OF AGREEMENT

38.01 This Agreement shall come into force on **2021 January 1**, and shall expire on, **2024 December 31** provided however that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to renewal or revision of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until a renewal or revision of this Agreement or a new Agreement is signed.

IN WITNESS WHEREOF the City of Fredericton has hereto affixed its corporate seal and caused these presents to be executed by its duly authorized officers, and the Fredericton Police Union (UBC 911) has caused these presents to be executed by its duly authorized officers.

SIGNED, SEALED AND DELIVERED

THE CITY OF FREDERICTON

KATE ROGERS
MAYOR

JENNIFER LAWSON
CITY CLERK

THE FREDERICTON POLICE UNION
(UBC 911)

CHRIS HAINES
PRESIDENT

WITNESS

PETER DAWSON
LEGAL COUNSEL
ATLANTIC CANADA REGIONAL
COUNCIL OF CARPENTERS, MILL
WRIGHTS AND ALLIED WORKERS

SCHEDULE A – BI-WEEKLY RATES OF PAY							
Contract for January 1, 2021 to December 31, 2024							
Negotiated			**1-Jan-21**		**1-Jan-22**	**1-Jan-23**	**1-Jan-24**
Effective Date			**27-Dec-20**		**26-Dec-21**	**25-Dec-22**	**24-Dec-23**
% Increase			1.60%		0.53%	5.38%	TBD**
			NBCPI*		**NBCPI***	**NBCPI***	**NBCPI***
Rank	**Current (2020)**	**Differential**		Annual			
Constable 4	2,396.54	64.00%	2,434.89	63,307.11	2,447.79	2,579.49	TBD
Constable 3	2,508.88	67.00%	2,549.02	66,274.63	2,562.53	2,700.40	TBD
Constable 2	2,621.22	70.00%	2,663.16	69,242.15	2,677.27	2,821.31	TBD
Constable 1	3,744.60	100.00%	3,804.51	98,917.36	3,824.68	4,030.45	TBD
Corporal	4,006.72	107.00%	4,070.83	105,841.58	4,092.41	4,312.58	TBD
Sergeant	4,287.57	114.50%	4,356.17	113,260.38	4,379.26	4,614.86	TBD
Staff Sergeant	4,587.14	122.50%	4,660.53	121,173.77	4,685.23	4,937.30	TBD
****differential for Sergeant & Staff Sergeant							
Cst 1 – Annual			98,917.36		99,441.63	104,791.58	TBD

*The City calculates New Brunswick Consumer Price Index (NBCPI) based on an annual average of monthly NBCPI numbers from May to April of the previous year (ex: 2024 NBCPI equals the average monthly NBCPI rate from May 2022 to April 2023).

**For all bargaining groups within the City who have negotiated NBCPI for 2024, the numbers we know to date which will be included in the 2024 calculation are as follows:

May 2022 = 8.8, June 2022 = 9.1, July 2022 = 8.0, August 2022 = 7.4, September 2022 = 6.8, October 2022 = 6.9
Using those figures and assuming the worst-case scenario of NBCPI being zero for November 2022 to April 2023, the average for NBCPI, as calculated by City of Fredericton, is currently 3.92.

SCHEDULE "B" – PROMOTIONAL PROCESS READINESS ASSESSMENT/INTERVIEW STRUCTURE AS FOLLOWS:

Promotional Process Readiness Assessment

Job Performance **40%**

- PDRS
- Observations
- Self-generated work
- Other performance metrics
- Documented Supervisor Feedback
- Attendance
- Disciplinary Record

Experience **20%**

- Years of Service
- Experience in Different Divisions
- Member of Support Teams (FPF or other agencies)
- Secondments with other agencies
- International Missions
- Other relevant departmental work experience

Leadership **20%**

- Acted as Coach Training Officer for probationary constables or cadets
- Team Lead, Special Teams (FPF or other agencies)
- Experience in acting supervisory roles
- Training Instructor
- Chair of FPF or COF Committee, Working Group or Project Team
- Other relevant leadership experience

Engagement **10%**

- Member of FPF or COF Committee, Working Group or Project Team
- UBC 911 executive
- Community Involvement:
    - Member/executive on Board of Director of non-profit organization
    - Coaching/mentoring youth in sport or other activity
    - Volunteer trainer/instructor with community organizations
- Active in FPF community (attends/participates/assists with events, etc.)

Education/Training/Other **10%**

- University Degree
- Specialized Training (non-mandatory and self-initiated)
- Bilingualism
- Other relevant experience/education/training not listed:

Interview Structure

- The Interview Panel will be made up of:
- 2 members of senior management
- 1 representative from an outside law enforcement agency
- 1 representative from Human Resources (as an observer)

- Candidates will be required to make a 5-10 minute presentation on a topic given in advance of the interview.
- In advance of the interview, candidates will be advised which competencies the panel will be asking them to comment on and will be advised of the structure of the interview.
- The interview will be made up of behavioural, competency and scenario-based questions.
- The EDA will host an interview preparation session in advance of the interviews and will be available for one-on-one coaching to candidates.

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Benefits

The Union recognizes that the City of Fredericton is undertaking a comprehensive review of its entire benefits program. This will include the analysis of post retirement benefits. Upon completion of this analysis, both parties agree to review existing Benefits Spending Allowance contribution in relation to new coverage options. Upon mutual agreement changes may be made to current benefit allocation.

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Fredericton Police Force Hours of Work/Shift Schedule

The parties recognize the need to adjust scheduling hours of work/shift schedules that improves operational readiness, reflects better work life balance, and is fiscally responsible.

The parties commit to work collaboratively through a subcommittee that has equal representation. If necessary, the subcommittee may engage a consultant, to address the maintenance of an adequate level of service for the City and for the citizens of Fredericton.

A new schedule will be designed with the intent to be implemented on January 1, 2024 for a one year trial period. A trial period for the new schedule will only exist upon mutual agreement of the subcommittee.

Once a new schedule has been agreed upon by the subcommittee, the subcommittee may mutually agree to change any aspect of the new schedule during the trial period.

After the trial period the following will occur:

- **Before the new schedule is permanently adopted, the Union will hold a vote. The voting results will be brought forward by the Union Executive to Labour Management Committee. The schedule will only be permanently adopted if both parties agree.**
- **If the first schedule is not mutually agreed upon, the subcommittee may propose an alternative schedule to be trialed.**
- **Should the first two options fail, the schedule prior to January 1, 2024 will be reimplemented.**

Martin Gaudet, Chief
Fredericton Police Force

Steven Hart
Chief Administrative Officer
City of Fredericton

Chris Haines, President
UBC Local 911

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Union Representation

The City agrees to notify UBC Local 911 when a member of the bargaining unit expressly waives their right to union representation (in writing or verbally), and to withhold any final decision or final determination of the matter related to the waiver, until the notification to UBC Local 911 is provided.

For the purposes of this letter of agreement, notice of waiver from the City will be considered provided to the UBC Local 911, if the City provides notification via email, telephone or in person to any of the following individuals:

a. **President of UBC Local 911;**
b. **Vice President of UBC Local 911;**
c. **N.B. Regional Manager of the ACRC; or**
d. **Legal Counsel for the ACRC.**

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Field Trainer – Training

The Fredericton Police Force will endeavour to identify and implement a formal field trainer's course by January 1, 2024.

In order to actively participate as a Field Trainer, up to the date of January 1, 2024, a course will not be required. After January 1, 2024, in accordance with Article 37 – Field Trainer, a course will be required.

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Coach Training Officers

The following members will be red circled at the Coach Officer rate of 104% of a 1st Class Constable until they are promoted or cease to be employees of the Fredericton Police Force:

Louis	Cyr	Jordan	Milbury
Stefan	DeCourcey	Stephen	Murphy
Michael	Fox	Nancy	Rideout
Terrence	Francis	Jason	Schriver
Shawn	Fraser	Mark	Scott
Brandon	Gaynor	Patrick	Small
Diana	Hatt	Debbie	Stafford
Nicholas	Hatt	Dennis	Van Ember
Jamie	Jones	Steven	Cliff
Faron	MacDonald	Rodney	Wadden
Jeffrey	MacLaggan	Michael	Bamford
Danielle	Carmichael		

If actively field training, no additional compensation will be received.

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: WorkSafeNB

Employees currently in receipt of WorkSafeNB benefits at date of signing will be exempt from the provisions of Article 9.08. When that employee returns to full time duties the provisions of Article 9.08 shall apply.

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

Peter Dawson
Legal Counsel
Atlantic Canada Regional Council of Carpenters, Mill Wrights and Allied Workers

INDEX

A

APPLICATION OF AGREEMENT 1

B

BENEFITS 18

C

CHECK-OFF 18
CLOTHING & EQUIPMENT 17

D

DEFINITIONS 1
DISABILITY 9
DISCRIMINATION 23
DURATION OF AGREEMENT 31

E

EMPLOYEE DISABILITY 9
EXTRA WORK 28

F

FIELD TRAINER 31
FUNERAL EXPENSES 20

G

GENERAL ITEMS 21
GRIEVANCE PROCEDURE 17

H

HOLIDAYS 7
HOURS OF WORK 2

I

INFESTATION ISSUES 22

K

KENNEL TIME 22

L

LABOUR MANAGEMENT COMMITTEE 21
LAYOFF AND RECALL 23
LEAVE OF ABSENCE 15
LIABILITY 23

M

MATERNITY LEAVE 13
MEAL ALLOWANCES 6
MEDICAL EXAMINATION 9

N

NEW CLASSIFICATIONS 28

O

OVERTIME 2

P

PARENTAL LEAVE 13
PARKING 30
PENSION 20
PROMOTIONS 24

R

RECALL 23
RECOGNITION 1
REGULATION/POLICIES GOVERNING FREDERICTON POLICE FORCE 28
RESIDENCY 30
RETIREMENT 20

S

SAFETY 24
SALARIES 6
SENIORITY LIST 16
SICK LEAVE 11

T

TRAINING AND DEVELOPMENT 29
TRANSFERS 27
TRAVEL 6
TRAVEL ALLOWANCES 6

U

UNION OFFICE SPACE 24

V

VACATIONS 7

W

WELLNESS COMMITTEE 24
WORKERS' COMPENSATION 10

PROVINCE OF NEW BRUNSWICK
COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, **JENNIFER LAWSON**, of the City of Fredericton, in the County of York and Province of New Brunswick, City Clerk, MAKE OATH AND SAY:

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed.

2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.

3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton and the signature "Jennifer Lawson" subscribed thereto is my signature.

4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the City of Fredericton, in the County Of York and Province of New Brunswick, this 29th Day of November A.D. 2022)

A Commissioner of Oaths
Being A Solicitor

Jennifer Lawson