COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MIRAMICHI

-AND-

MIRAMICHI ASSOCIATION OF POLICE PROFESSIONALS

JANUARY 1, 2025 – DECEMBER 31, 2027

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PREAMBLE

Whereas it is the desire of both parties to this Agreement

(1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Miramichi Association of Police Professionals.

(2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions, employment, services, etc;

(3) To ensure the continuous and efficient operation of the Police Force in providing Police services to the public;

(4) To promote the morale, well being and security of all the employees in the bargaining unit of the Miramichi Association of Police Professionals.

And whereas it is now desirable that method of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now therefore the Parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights...The Association recognizes that it is the function of the Employer to exercise the regular and customary function of management and to hire and fire all employees of the Employer and to direct the working forces of the Employer. The Employer shall exercise its rights consistent with the terms of this agreement and any applicable legislation. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

2.02 Not Discriminatory...The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive present employees of their employment, unless through just cause or as provided under terms of this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit... This agreement applies to all employees of the City of Miramichi employed as police officers classified as in Appendix A in the Miramichi Police Force in classifications below **Superintendent**. This agreement also applies to part time police officers and jail guards employed by the City of Miramichi, the terms of employment of Part Time police officers and Jail Guards to be set out in Articles 3.01 (a) and 3.01(b) respectively of this Agreement.

(a) Part-Time Police officers may be employed to replace regular members on vacation training sick leave after absence of four (4) consecutive days and any other operational need when regular members are not available.

The Collective Agreement applies to Part-Time Police Officers only for the Purpose of dues deduction Workers Compensation, meal allowance working uniform dress and equipment, seniority for purpose of layoff and the grievance and arbitration procedure.

Part time officers meeting a one-time threshold of working 1248 hours in a Calendar year shall be eligible for health and dental benefits. Part time officers shall be compensated at the same hourly rate of pay as probationary officers.

(b) The Collective Agreement applies to jail guards only for the purpose of:

- Dues deduction (Article 6)
- Workers' Compensation (23.06(a))
- Meal allowances (30.01)
- Seniority for purpose of layoff (Article 15.01)
- Grievance and arbitration procedures (Article 11)

I. The City will not employ more than four (4) jail guards unless, **required based on operational needs**. Guards shall be paid at the straight time hourly rate for work performed as in appendix "A" and overtime does not apply.
Guards who are unavailable for shifts due to illness/injury or unforeseen extenuating circumstances must report this to management at the time of illness/injury or unforeseen extenuating circumstances. Otherwise, any guard that is not available for 5 consecutive days with shifts offered, will be deemed to have resigned, and will no longer be employed by the City of Miramichi.

II. The present system of rotation for guards shall be continued. Jail guards are eligible for health and dental benefits after they are in the service of the Employer for one year, however, they must pay 100%of the premium cost.

3.02 Work of the Bargaining Unit... Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours or pay of any employee.

3.03 No Other Agreements... No employees shall be required or permitted to make any written or verbal agreement with the Employer or his representative, which is in violation of the terms of this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination... The Employer agrees that there shall be no discrimination exercised or practiced against any employee and both parties shall respect, and be bound by, the New Brunswick *Human Rights Act*.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members...All employees of the Police Force, as a condition of continued employment, shall become and remain members in good standing of the Association, according to the constitution and bylaws of the Association. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Association within thirty (30) days of employment with the Employer.

ARTICLE 6 – CHECK OFF OF UNION DUES

6.01 Check off...The Employer shall deduct from every employee, and remit to the Association, any monthly Association membership dues levied in accordance with the Association constitution and/or bylaws and owing by the employee to the Association.

6.02 Deductions...Deductions shall be made after receiving written instructions from the Association, the Employer shall deduct from payroll once by-weekly and shall be forward to the Secretary-Treasurer, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. T4 slips shall include Union dues.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees... The Employer agrees to acquaint new employees with the fact that an Association Agreement is in effect and with the conditions of employment set out in the articles dealing with dues check-off.

7.02 Copies of Agreement... It is the responsibility of the Association to provide the new employee with a copy of the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence... All correspondence arising out of this agreement or incidental thereto shall pass to and from the Chief of Police and the Secretary of the Association.

ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATION COMMITTEE

9.01 Labour Management Committee... 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 a minimum of three representatives each of police management and the Association.

9.02 Joint Health and Safety... The parties to the Agreement agree to maintain a joint Health and Safety Committee with members of the Labour Management Committee serving on this committee.

9.03 Meetings of Committees... The Committee shall meet at the call of either party at the time and place fixed by mutual agreement.

ARTICLE 10 – LABOUR MANAGEMENT RELATIONS

10.01 Representation... No individual employee or group of employees shall undertake the representation of the Association at meetings with the Employer without proper authorization of the Association. In order that this may be carried out, the Association will supply the Employer with the names of its officers. Similarly, the Employer will supply the Association with a list of its supervisory or other personnel with whom the Association may be required to transact business.

10.02 Bargaining Committee...The Bargaining Committee shall consist of a minimum of four (4) representatives of the Employer and a minimum of four (4) members of the Association.

10.03 Representative of Association... The Association shall have the right at any time to have the assistance by representation of Counsel or *other agents* when dealing or negotiating with the Employer. Such representative shall have access to accommodation of the Employer's premises in order to assist in the settlement of a grievance.

10.04 Time Off for Meetings... Members of the Bargaining Committee or the Labour Management Co-operation Committee who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, but not more than three (3) employees may be absent from work at any one time. The final number to be determined at the discretion of the Chief of Police. Association Bargaining Committee members shall be scheduled off on shifts adjacent to negotiating meetings except for emergencies.

10.05 Technical Information... The Employer shall make available to the Association, on request, information required by the Association such as job descriptions, positions in the bargaining unit, job classification, wage rates, a breakdown of point ratings in job evaluation, pension and welfare and all other technical information, reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes. Under no circumstances shall the Employer be obligated to provide the Association with confidential management documents relevant to collective bargaining.

10.06 Labour Management Committee... The employer and employee shall participate in a City-wide Labour Management Committee. The Association shall appoint one member to said committee and said appointee shall not incur a loss of income for those periods the appointee attends meetings of the committee.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Grievance Committee... The Employer acknowledges the right of the Association to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The names of such committee members shall be communicated to the Employer within seven (7) days of the appointment.

11.02 Definition of Grievance... A grievance under this Agreement shall be defined as a dispute regarding the application or interpretation of this Agreement.

Any disciplinary matter dealt with under the N.B. Police Act is non-arbitrary under Articles 11 and 12 of this Collective Agreement. Any discipline imposed not covered by the N.B. Police Act may be grieved under the terms of this Collective Agreement.

11.03 Grievance Procedure... The employee must discuss the grievance with his immediate supervisor prior to a Labour Management Committee meeting. If the grievance remains unresolved after a Labour Management Committee meeting, the employee may proceed to step one of the grievance procedures.

STEP 1... Within seven (7) working days after the alleged grievance has arisen or the employees become aware of the grievance, the employees may present his/her grievance in writing either by personal service or by mailing it by registered mail to the Deputy Chief. If the employee receives no reply or does not receive satisfactory settlement within five (5) working days from the date on which he/she presented his/her grievance to the person designated as the first level in the Grievance Procedure, the employee may proceed to step two.

STEP 2... Within five (5) working days from the expiration of the seven (7) day period referred to in step one, the employee may present his/her grievance to the Chief of Police at the second level of the Grievance Process, either by personal service or by mailing it by registered mail to the person designated by the Employer as the second level in the Grievance Procedure. If the employee does not receive a reply or a satisfactory settlement of his/her grievance from the Chief of Police within five (5) working days from the date on which he/she presented his/her grievance at the second level, the employee may proceed to Step Three.

STEP 3... Within ten (10) working days from the expiration of the five (5) day period referred to in Step 2, the employee may present his/her grievance in writing either by personal service or by mailing by registered mail to the City Manager at the third level of the grievance process by personal service or by mailing it by registered mail. If the employee does not receive a reply or satisfactory settlement of his/her grievance from the City Manager within ten (10) working days from the date which he/she presented his/her grievance at the third level, the employee may refer his/her grievance to arbitration within ten (10) working days of the date on which he/she should have received a reply from the City Manager.

11.04 Policy Grievance... Where a dispute involving general application or interpretation occurs, then the matter shall proceed as per Step 3 herein and be dealt with by the City Manager, however, such grievance must be filed within ten (10) days of the occurrence of the event giving rise to the grievance. Should the matter not be resolved in ten (10) working days from the date the grievance was submitted then the Association may proceed to arbitration within twenty (20) working days of the expiry of the ten (10) working day period provided for resolution.

11.05 Grievance in Writing... Grievances and replies to grievance shall be in writing in all stages.

11.06 Date Determination... In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and holidays shall be excluded. If advantage of the provisions of this Article **has** not been taken within the time limit

specified herein, the alleged grievance shall be deemed to be abandoned and cannot be reopened.

11.07 Facilities... The Employer shall supply the necessary facilities for the grievance meeting(s) without charge.

11.08 Time Limits... The time limits fixed under this Article may be varied in writing by consent by the Parties to the Agreement.

11.09 Technical Objections to Grievances... No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in equitable principles and the justice of the case.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration... When either Party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other Party to the Agreement indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other Party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees then select an impartial chairman.

12.02 Failure to Appoint... If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon request of either Party.

12.03 Board Procedure... The board may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear the evidence and determine the difference or allegation and render a decision within thirty (30) days from the time the chairman is appointed.

12.04 Decisions of the Board... The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties, but in no event shall the Board of Arbitration have the power to change this Agreement, to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

12.05 Disagreement on Decision... Should either Party disagree as to the meaning of the decision, such Party may apply to the Chairman with a copy to the other party requesting clarification by the Board. Such clarification shall be rendered in writing as soon as is reasonably possible.

12.06 Expense of the Board... Each Party shall pay:

1) The fees and expenses of the nominee it appoints,
2) One-half the fees and expenses of the chairman.

12.07 Amending of Time Limits... The limits fixed in both the grievances the grievance and arbitration procedures may be extended by consent in writing by both Parties to this Agreement.

12.08 Witness... At any stage of the grievance or arbitration procedure either party may have the assistance of the employee (s) concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator (s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Any discipline of a police officer shall be conducted according to the *New Brunswick Police Act and Regulations.*

13.02 Access to Personal File... An employee shall have the right during normal working hours, 9:00 a.m. to 4:00 p.m., Monday through Friday and within five (5) days notice to have access to review his/her personal file and shall have the right to respond in writing to documentation contained therein. Such reply shall become part of the employee's file.

Any counselling or negative report that is entered into an employee's personal record shall be rescinded after a period of twelve (12) months from the date of counselling and shall not be used against an employee for any reason after it is removed.

ARTICLE 14 – SENIORITY

14.01 Seniority List... The Employer shall maintain a seniority list showing the date on which each employee's service commenced. Such list is to be amended every six (6) months providing there is a change in personnel or classification.

14.02 Probationary Employees... Newly hired employees shall be considered on a probationary basis for a period of one (1) year from the date of hiring. The probationary period may be extended by written consent of the Parties.

14.03 Loss of Seniority... An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose his seniority in the event that:

1) He/she is discharged for just cause and is not reinstated/
2) He/she resigns;
3) He/she is absent from work without the permission of the Employer for more than six (6) consecutive calendar days unless in the opinion of the Employer there is sufficient cause or reason for the absence or;
4) He/she is laid off for a period in excess of twenty four (24) months.

14.04 Transfers and Seniority Outside of the Bargaining Unit ... No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall continue to build seniority within the bargaining unit for a period of up to one year after the date

of transfer, following this date he/she will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his seniority. When an employee voluntarily transfers from the Police Department to another department, he/she will lose, after ninety (90) days, seniority in the Police Department. Should he/she, after ninety (90) days, return to the Police Department, he/she shall begin work as a junior employee.

14.05 Retention of Seniority Rights: Amalgamation, Regionalization and Merger Protection:

The Employer merges or amalgamates with any other body, Employer undertakes to ensure that:

1) Employees shall be credited with all seniority rights with the new Employer.

2) All service credits relating to vacation with pay and any other monies owing and due shall be paid by the Employer upon any termination of employment.

3) All work and services presently performed by members of the Association shall continue to be performed by Association members with the new Employer.

4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

5) No employee shall suffer a loss of employment as a result of merger.

6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

7) The Employer shall endeavour to ensure that employees shall maintain no less than their present rank. Where re-organization is controlled by the Employer, then the employees shall maintain no less than their present rank.

ARTICLE 15 – LAYOFF & RECALL PROCEDURE

15.01 Layoff and Recall Procedure... Both parties recognize that job security should increase in proportion to length of service. In the case of layoffs, Employees shall be laid off in reverse order of their seniority, and shall be recalled in the order of their seniority. Upon receipt of notice of recall by registered mail, the recalled employee shall declare his intention to return to work within fifteen (15) days of receipt of the notice of recall. No full time police officer shall be laid off prior to the lay-off of all part-time officers.

15.02 No New Employee... No new employees will be hired until the laid off have been given an opportunity of re-employment.

15.03 Notice of Layoff... The Employer shall notify the employees who are to be laid off thirty (30) working days before the layoff is to be effective after one (1) year of employment and ten (10) working days after one year or less employment. If the employee laid off has not had the opportunity to work thirty (30) full days or ten (10) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the thirty (30) or ten (10) days during which work was not made available.

15.04 Continuation of Benefits... The employer agrees to pay full coverage to the group insurance plans for employees laid off for periods of less than six (6) months. In the event of a longer layoff, employees so affected will be given the right to continue coverage through direct payments.

15.05 Grievances in Layoffs... Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 16 – PROMOTION AND STAFF CHANGES

16.01 Job Postings... Internal Job postings shall be filled from existing qualified personnel. For the purpose of this paragraph, Part-Time officers shall not be considered "existing qualified personnel". Further, the force shall provide opportunities for upgrading and specialized training for existing personnel in order that they might assume increased responsibility.

16.02 Information in Postings... Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Promotions – All promotions shall be made only:

a) on the basis of qualifications, ability, performance and seniority, ability being the deciding factor; and
b) After a competition conducted on the basis of written and oral examination.

16.04 Process – The process for promotional selection shall be carried out as per appendix "B".

16.05 Promotions – Promotions to the position above the rank of First Class Constable shall be made by the Chief of Police from the employees who are deemed eligible from the process for promotional selection.

16.06 Rank – Members aspiring to higher rank must re-qualify at the end of the thirty-six (36) month period.

16.07 Notification – Notification for promotional selection shall be posted for ten (10) calendar days. Commencement of the process will be thirty (30) calendar days from date of posting.

16.08 Trial Period – An employee promoted to a higher rank shall serve a trial period of one (1) year in that rank before being confirmed. An employee not confirmed or promoted to a higher rank shall revert to his/her former rank without loss of seniority.

16.09 Promotional Selection Board – The Promotional Selection Board shall consist of the following:

a. Three senior ranking officers from outside agencies mutually agreed to by the parties.

b. The Chief of Police shall sit as a resource person but will not have a vote in the selection.

ARTICLE 17 – HOURS OF WORK

17.01 Hours...Day employees shall work forty (40) hours per week and shift workers shall work forty two (42) hours per week. Day employees are those required for one (1) shift per day and normally work eight (8) hours per day. Shift workers are those employees who are required for two (2) or more shifts per day and the normal shift per day is twelve (12) hours. All benefits to apply to an eight (8) hour day.

17.02 Hours of Shift Workers... One hour meal time shall be included as part of the regularly scheduled work period at a time to be specified by the Chief of Police or his/her delegate. The employees will be expected to deal with routine police duties during the one hour meal time if necessary.

17.03 Shift Premiums...The employer agrees to a shift premium per hour for all work normally performed between the hours of 6:30 p.m. and 6:30 a.m. as follows:
Sixty cents ($0.60) per hour.

Day Shift Premiums...The employer agrees to a shift premium per hour for all members working divisions other than patrol division to receive a wage supplement of sixty five cents ($0.65) per hour.

17.04 Patrol Shift Schedules:

Shift schedules shall be posted thirty (30) days in advance and that once posted the schedules will not be changed except in the case of: an emergency; or staff shortage; or by mutual agreement.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined... All hours worked beyond the normal shift in any day in excess of forty (40) hours per week for day employees and forty two (42) hours for shift workers or on a holiday or on vacation or days off shall be considered as overtime. For the purpose of this Agreement, a day shall consist of that period of time commencing at 12.01 a.m. and ending at 12:00 p.m. (midnight). Reference made to the terms week(s), day(s) or hour(s) shall apply to the attached schedule of work and letter of intent.

18.02 Overtime Rates... Overtime rates shall apply for work as follows:

1) On a regular workday... Time and one half (1.5x) beyond the regular schedule hours for that day shift.

2) On a regular scheduled day off... Time and one half (1.5x)

3) On a Holiday when the employee was scheduled to work... Time and one half (1.5x). In addition, the employee shall be entitled to the Holiday pay or, in lieu of the Holiday pay, another day off at a time mutually agreed to by the Employer and the employee.

4) On a Holiday when the employee was not scheduled to work... Double time (2x). In addition, the employee shall be entitled to the Holiday pay or, in lieu of the Holiday pay, another day off at a time mutually agreed to by the Employer and the employee.

18.03 Sharing of Overtime... Overtime and call-back time shall be divided equally among the employees who are able and qualified to perform the work that is available. For those employees absent from work for any reason other than Force training or vacation, or for newly hired employees, their position on the overtime list shall be prorated to the average number of hours for the entire membership on the proportionate date.

18.04 Minimum Call-back Time... An employee who is called in and required to work outside his regular working hours shall be entitled to a minimum of four (4) hours at overtime rates.

Once a police officer is called in he/she shall be required to remain until the task for which he/she was called in for is completed. Should another incident arise while on the initial call, he/she may be required to deal with such other matter and such additional attendance to duties will not constitute an additional call-in.

18.05

a) Off Duty Court Appearance – Payment for all off duty court appearances and proof services of summons shall be at the applicable overtime rate. No payment at this rate shall be for less than three (3) hours pay. For each court appearance when on vacation, a minimum of eight (8) hours pay at overtime rates shall be paid. In addition, the employee shall receive a day off in lieu of his vacation.

b) When an employee is required to appear in court immediately following his/her hours of work, the Employer agrees to allow the employee to have time off not to exceed three (3) hours at the discretion of the Chief of Police or the employee's immediate supervisor. Time off in excess of three (3) hours may be granted at the discretion of the Chief of Police or immediate supervisor.

ARTICLE 19 – HOLIDAYS

19.01 List of Holidays...The Employer recognizes the following as paid Holidays:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Queen's Birthday
6. Dominion Day
7. First Monday in August
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day
13. **Day of Truth and Reconciliation**

And three (3) days off (Floaters) and any other day proclaimed as a Holiday by the Federal Government, Provincial Government or the City of Miramichi. Where scheduling permits, every employee shall be entitled to either Christmas Day or New Years Day off.

The date of a floater shall be at the discretion of the employee after seven (7) calendar days notice to the Employer on the condition that an employee is available to work as a replacement at straight time.

The Employer shall pay statutory Holiday and Long Service Pay in a separate pay cheque in the first pay in December annually.

For employees on twelve (12) hour shifts, floaters will be granted in hours instead of days. The hours must be taken in multiples of twelve (12) hours at a time. If on December 31 an employee has less than twelve (12) remaining, the remainder of the hours less than twelve (12) will be paid.

19.02 Holiday Pay...Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one day's pay. Employees who are required to work shall be paid in accordance with Article 18.02. **The Employee shall indicate on their time sheet whether they want to be paid out or bank hours. Any unused banked holiday hours will be paid out on the first pay period in December each year.**

ARTICLE 20 – VACATIONS

20.01 Vacations... Employees shall receive an annual vacation with pay in accordance with credited service that is vacation is earned in one calendar year to be utilized the next calendar year. Vacation entitlement is based on the calendar year of January 01 to December 31.

1) Less than one year's service... One (1) working day for each calendar month of service to a maximum of ten (10) days – 80 hrs.

2) Three (3) weeks – 120 hours after one (1) year.

3) Four (4) weeks – 160 hours after eight (8) years.

4) Five (5) weeks – 200 hours after fifteen (15) years.

5) Six (6) weeks – 240 hours after twenty two (22) years.

An employee who has worked less than two thirds (2/3) of the regular working time in the twelve (12) months prior to vacation shall be paid on a pro-rata basis in proportion to the number of days worked out of the total number of regular working days in the twelve (12) months prior.

The above does not apply to employees who are on Workers Compensation (WHSCC), or Long Term Disability (LTD) benefits. At the end of each calendar year, any vacations earned in previous year (s) will have been considered utilized while in receipt of these benefits. No employee will be entitled to more than 52 weeks of compensation in a calendar year, except as provided in Article 20.10 as it relates to short term sickness or unforeseen circumstances.

Any vacation entitlement accrued prior to the receipt of Workers Compensation (WHSCC) or Long Term Disability (LTD) benefits shall be carried forward to be utilized upon the employees' return to work. In the event the employee does not return to work banked vacation will be made payable on the retirement or severance of the employee.

20.02 Holidays During Vacation... If a paid Holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time. The additional day(s) will be taken at a time agreed to between the employee and the Employer.

20.03 Calculation of Vacation Pay... Vacation pay shall be at the rate effective immediately prior to the vacation period.

20.04 Vacation Pay on Termination... An employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportional payment of salary or wages in lieu of such vacation.

20.05 Preference in Vacations... Vacation shall be granted first on the basis of divisional seniority by rank but shall be limited to two (2) consecutive weeks during prime time (June 15 – September Labour Day Weekend). Any change to this practice shall be by mutual agreement.

20.06 Vacation Schedules... Vacation schedules shall be posted by April 15th of each year and shall not be changed unless mutually agreed to by the employee and the Chief of Police.

20.07 Unbroken Vacation... An employee shall be entitled to receive his/her vacation in an unbroken period, unless mutually agreed to upon between the employee and the Chief of Police.

20.08 Illness During Vacation... Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred during his/her vacation, such illness or accident to have been sufficiently serious that it would normally have necessitated the employee remaining from work. Employees must submit documentation from a physician who provided medical treatment during the illness or accident indicating that they were unable to work due to illness or injury.

20.09 Additional Days Vacation... Any employee who takes forty (40) hours continuous vacation between January 1st and April 30th shall be entitled to an additional day's vacation for each week of vacation taken during this period.

20.10 End of Vacation Period...All vacations and floaters shall be taken prior to December 31st in any calendar year. In the event of short term sickness or unforeseen circumstances the employee who is unable to take his/her vacation shall receive pay in lieu of any vacation at the rate of one day's pay for each unused day of vacation.

20.11 The Employer shall allow a minimum of one (1) employee in each platoon in the patrol division, two (2) employees in the Criminal Investigation Division, one (1) employee in Support Services Division to be on annual vacation at the same time. Should operational requirements permit, the Chief of Police may authorize additional employee's vacation.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined... Sick leave means the period of time an employee is permitted to be 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.

21.02 Amount of Sick Leave... All employees entitled to receive one and one half (1.5) day's sick leave per month accumulative to two hundred and forty (240) days maximum.

21.03 Proof of Illness... An employee **will** be required to produce a certificate from qualified medical practitioner for any illness in excess of **five (5) working days for 8-hour shift workers, and four (4) working days for 12-hour shift workers**, certifying that such employees is unable to carry out **their** duties due to illness. If and when abuse of sick time is present, such will be referred to the Labour Management Committee. **A Functional Abilities/Attending Physicians Statement may be requested after an absence of greater than two (2) weeks; or to facilitate a request for accommodation.**

21.04 Sick Leave Records... A record of all unused sick leave will be kept by the Employer. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit. No later than the end of January each year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

21.05 Deductions from Sick Leave... A deduction will be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave as defined in 21.01.

21.06 Sick Leave during Leave of Absence... When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he/she shall not receive sick leave credit for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

21.07 Sick Leave without Pay... Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave pay is granted.

21.08 Severance, Termination or Retirement Allowance... An employee on severance, termination or retirement shall receive a salary grant at the rate of pay effective immediately prior to severance, termination or retirement as follows:

a) For employees with more than one (1) year service but less than five (5) years' service shall receive two (2) weeks' pay.

b) For the employees with more than five (5) years' service, they shall receive five days pay for each year of service to a maximum one hundred eighty (180) days.

In the event of death before severance, such salary grant shall be paid to his/her beneficiary. Subject to the Income Tax Regulations and if the individual employee has

previously filed such a request in writing with the Employer, then the Employer shall split the grant over two (2) years.

21.09 Local Association Sick Leave Bank... The Employer shall deduct one quarter day sick leave per month off each employee's sick leave credits as provided for in Article 22.02, which will be placed in an Association Sick Leave Bank and administered by the Association Sick Leave Bank Committee. The committee may, by withdrawal from Sick Leave Bank, grant sick leave with pay to an employee, who, through a prolonged illness, has exhausted his/her own sick leave, credits. The committee shall report any and all withdrawals from the Sick Leave Bank and all circumstances pertinent to the withdrawals to the Employer at the end of each month during any above noted prolonged illnesses.

21.10 Unavailable for Work... When an employee scheduled to work and who cannot report for work shall give reasonable notification to the Employer as soon as possible of his/her unavailability.

21.11 Additional Floater...Each employee shall be allowed to accumulate an additional floater for each calendar year of work in which he/she does not utilize any sick leave credits. Such additional floater shall be taken as per Article 19.01.

21.12 **Illness in the Family- In the case of illness of an immediate family member of the family of an employee where no one at home, other than the employee, can provide for the need of the ill person, the employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick leave days per year for this purpose.**

ARTICLE 22 – LEAVE OF ABSENCE

22.01 For Association Business... Where permission has been granted to a representative of the Association to leave his/her employment temporarily in order to carry on contract negotiations with the Employer, or with respect to a grievance, he/she shall suffer no loss of pay for the time so spent.

22.02

a) Association Conventions without Pay... Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Association at Association conventions or seminars. Such leave shall not exceed a total of eight (8) days in one year.

b) Association Conventions with Pay... Leave of absence with pay and without loss of seniority shall be granted upon request to the president or his/her substitute at an Association convention or seminar. Such leave shall not exceed a total of three (3) days in one year.

22.03 Bereavement Leave...An employee shall be granted five (5) consecutive days leave, without loss of salary or wages (maximum forty (40) hours regular pay in the case of death or serious illness of a wife, husband, son, daughter, common-law wife, parent,

brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, stepchild, or grandchild. Where the burial occurs outside the province, such leave shall include, as well, reasonable travelling time, so that the total leave shall not exceed seven (7) days provided the employee attends the funeral. There shall be no pay granted for such leave that falls on non-working days. One of the aforementioned five consecutive days must be on the day of the funeral. When the leave set out herein commencing the date of the death does not extend to the date of the funeral, then the day of the funeral shall be granted as leave without loss of earnings in addition to the aforementioned.

22.04 Mourner's Leave... One half (0.5) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer during the working shift at discretion of the Police Chief.

22.05 Time Off for Elections... Employees who are electors shall have time off before the closing of the polls as defined in the appropriate legislation.

22.06 General Leave...The employer may grant leave of absence with or without loss of pay and without loss of seniority to any employee requesting such leave for good sufficient cause. Such request shall be in writing and must be approved by the Chief of Police prior to granting by the Employer.

22.07 Maternity Leave... Notwithstanding the provisions of the Employment Standards Act with respect to maternity leave, the parties agree that the following provisions shall apply.

22.08 Any employee taking maternity leave shall be permitted to use two (2) weeks of her accumulated sick leave credits, at the commencement of her maternity leave.

22.09 An employee shall notify her Department Head at least four (4) months prior to delivery date.

22.10 Maternity leave may be **granted in accordance with the provisions of the New Brunswick Employment Standards Act**.

22.11 An extension of maternity/paternity leave shall be granted without pay upon application by the employee **in accordance with the provisions of the New Brunswick Employment Standards Act.** The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the **initial** maternity leave **period**. An employee returning from maternity leave shall be reinstated in **their** previously held position with accumulated seniority.

22.12 A pregnant employee shall provide the Employer with a medical certificate at the end of the seventh month of pregnancy and thereafter, upon request of the Employer, confirming that **their** health will permit continuation of work.

22.13 Benefits premiums shall be paid by the Employer on behalf of the employee during the **initial** non-paid maternity leave for all benefits listed in Article **25.02 and 25.03**. **Following return to work the employee will pay their monies owed to the Pension Fund either by lump sum or by a reasonable payment plan. Employees on Paternal/Adoption Leave do not accumulate vacation or sick leave benefits on leave without pay.**

22.14 An employee shall not accumulate vacation or sick leave credits while on leave without pay for maternity leave. Following return to work, the employee will pay his/her monies owed to the pension fund.

22.15 At least ten (10) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding the return. As a condition of return to duty and prior to terminating her maternity leave, the employee must submit a doctor's certificate to the Employer stating that her health will not be impaired by her return to duty.

22.16 On return to duty after a period **as defined by New Brunswick Employment Standards Act,** the employee shall be placed in **their** former position with the same wage rates or adjustments and **their** earned benefits **p**rior to going on maternity leave.

22.17 Should an employee not return to work in the time specified in Articles 22.11 and 22.12 above, her employment shall be deemed to have terminated. In such cases, she shall reimburse the Employer for the full amount of benefits premiums paid on her behalf during maternity leave and the full amount of pay charged as sick leave.

22.18 Parental/Adoption Leave – An employee shall, upon request, be granted leave without pay, for a period **as defined by New Brunswick Employment Standards Act**, upon the birth or adoption of a child. It is recognized that there may be very little notice provided to the employee by the adoption agency. However, it is expected that the employee will notify the Employer that application to adopt has been made and of intention to take parental leave. Paternal Leave and Maternity Leave shall not exceed **the entitlements based on the New Brunswick Employment Standards Act.** Employees opting to continue benefit coverage as per Article 25 will be required to **arrange with Human Resources to** pay premiums prior to commencement of their leave**.** Following return to work, the employee will pay **their** monies owed to the Pension Fund either by lump sum or by a reasonable payment plan. Employees on Paternal/Adoption Leave do not accumulate vacation or sick leave benefits while on leave without pay.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days... The Employer shall pay salaries and wages every other Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions. Payment of salaries and wages shall be made through direct deposit to a financial institution at the employee's direction.

23.02 Vacation Pay... Employees may upon giving at least seven (7) days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall during the period of their vacation.

23.03 Long Service Pay... In recognition of the principle that a long service employee is of increased value to the Employer through his/her acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service.....$100.00

For each additional year's service up to a maximum of sixteen (16) years at $25.00 per year

This service pay shall be paid during the first week of December each year.

23.04 Education Course... The Employer shall pay full cost of any course of the instruction required by the Employer for an employee to better qualify himself/herself to perform his/her job. While away on Education Course, the employee shall receive an additional incidental allowance of Eight Dollars ($8.00) per day .

23.05 Pay During Temporary Transfers, ... When an employee temporarily substitutes in, or performs the principal duties of a higher paying rank or position, he/she shall receive the rate of pay for the job.

23.06 Workers' Compensation Act...

a) All employees subject to this Collective Agreement shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

b) When an employee is off work because of an accident or occupational illness resulting from his/her employment and which is accepted as compensable by Worksafe NB, the Employer will supplement the Workers Compensation Benefit (WCB) benefit to the extent permitted by Worksafe NB without offsetting the benefit payable by Worksafe NB and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above his/her regular pre-disability amount, recognizing the non-taxable status of WCB.

c) Pending settlement of the insurable claim and subject to the conditions of 23.06 (b), the employee shall receive an Employer cheque in the amount of 85% of regular net salary as determined by Worksafe NB.

d) The employee's benefit plans (excluding L.T.D.) will be maintained in effect by the Employer during the period that the employee is in receipt of "Loss of Earnings" benefits from WCB, subject to Article 23.06 (b).

e) The employee's pension contributions shall be paid by the employer for the first six months of an initial Worksafe NB claim, when an employee is off work because of an accident or occupational illness resulting from their employment and the claim been accepted as compensable by Worksafe NB.

23.07 Classification and Payment – Appendix "A"

ARTICLE 24 – JOB CLASSIFICATION AND RE-CLASSIFICATION

24.01 No Elimination of Classification... Existing classifications shall not be eliminated without prior consultation with the Association.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Pension Plan... The pension plan and Joint Pension Trusteeship agreement signed by both parties are attached and shall be part of this collective agreement.

25.02 Life and Long Term Disability Insurance... The Employer shall pay one hundred percent (100%) of the premium to cover all employees of the bargaining unit for the present Long Term Disability and Life Insurance. The Association agrees to $100,000 (and double indemnity for death on the job).

25.03 Health and Dental... The Employer shall pay 100% of the premium for all fulltime employees of the bargaining unit for the present health and dental plan. The Employer shall also pay 100% of the premium for all part time police officers after they have met the one-time threshold of working 1248 hours in a calendar year. Part time jail guards shall be eligible for health and dental benefits after they have been in the service of the Employer for one year, but they must pay 100% of the premium cost. For all full time and part time employees of the bargaining unit hired after January 1, 2013, the employer will pay 70% of the premium costs and the employee will pay 30% of the premium costs for health and dental coverage.

25.04 All police officers who retire after January 1st, 2003, are eligible to pay one hundred percent (100%) of the premium for the present health plan for a period of one year. After the first year, the premiums to be paid by retirees will be based on the experience of the subgroup. The benefit will cease at age sixty-five (65).

ARTICLE 26 – CLOTHING

26.01 Each member of the Miramichi Police Force will initially be supplied with the following clothing and equipment with replacement as needed:

- 4 summer shirts
- 1 pair unlined leather gloves
- 4 winter shirts
- 1 all season jacket
- 2 pair trousers
- 2 ties
- 1 duty belt
- 1 rain coat
- 1 pair summer footwear
- 1 rain hat cover
- 1 pair winter footwear
- 1 dress uniform consisting of; tunic, pants, belt
- 1 summer hat
- 1 winter hat
- 1 winter toque
- 1 pair lined leather gloves

26.02 Equipment

- 1 Bullet Proof Vest
- 1 Flash Light
- 1 Service Pistol and harness and accessories
- 2 sets of handcuffs and suitable case(s)
- 1 Baton
- 1 canister of pepper spray and suitable case
- 1 notebook

- 1 breast badge
- 1 wallet and badge

26.03 Dry Cleaning
The Employer shall provide five hundred dollars ($500.00) per year per employee for dry cleaning purposes paid the 1st of December.

26.04 Criminal Investigation Division...$1**35.00** per month reimbursement upon submission of receipts for clothing allowance for members while working in the Criminal Investigation Division.

ARTICLE 27 – JOB SECURITY

27.01 Job Security...In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted or transferred, so as to cause any reduction of work in the bargaining unit.

ARTICLE 28 – PRESENT CONDITIONS TO CONTINUE

28.01 Present Conditions to Continue...All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed in so far as they are consistent with and covered by this Agreement but may be modified with mutual consent.

28.02 Indemnity...Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply legal counsel where necessary at no cost to the employee for any action initiated against any employee by virtue of the performance of his assigned duty. The selection of such legal counsel shall be mutually agreed by the employee and the Employer.

28.03 Travel...Mileage and meals paid as per City Policy.

ARTICLE 29 – TRAINING COURSES...TRAINING

29.01 All training courses shall be posted, whenever possible, for a period of ten (10) calendar days before member selection.

29.02 The posting shall contain the type of course, location of training, required qualifications of applicants, and operational and divisional requirements. Each member of the Association will contribute **two (2)** days per year without pay for the purpose of training. Training will be approved by the Chief of Police or his designate.

29.03 Each member of the Association will contribute 2(two) days per year without pay for the purpose of training. **The training will not include mandatory recertification.** Training will be approved by the Chief of Police or his designate.

ARTICLE 30 – MEAL ALLOWANCE

30.01 If any employee is required to work more than two (2) hours past their regular shift they shall be entitled to a meal. Reimbursement to the employee shall be made after receipts

for meals are provided. An additional meal will be provided every four (4) hours thereafter. The maximum reimbursable amount is the value of the lunch reimbursement under the City Travel Policy.

ARTICLE 31 – REGULATIONS

31.01 Regulations Governing Police Force...The Association agrees that nothing in this Agreement shall be interpreted as being offensive to the regulations now in effect governing the Miramichi Police Force.

The Association further agrees that all orders posted by the Chief of Police shall be carried out in efficient manner, the question as to whether the above mentioned regulations of orders posted by the Chief of Police is in violation of the Collective Agreement shall be subject to arbitration.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Effective Date...This Agreement shall be effective from **January 01, 2025 – December 31, 2027** and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing in accordance with Article 32.03.

32.02 Changes in Agreement...Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

32.03 Notices of Changes...Either Party desiring to propose changes or amendments to this Agreement shall within the ninety (90) day period prior to the termination date, give notice in writing to the other Party to negotiate a new Agreement.

32.04 Agreement to Continue in Force...Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement any monetary provisions shall apply retroactively unless otherwise specified.

Signed on behalf of the Parties, on this 11th day of December 2024.

SIGNED in the presence of:

MAPP

President

Secretary

City of Miramichi

Mayor

Clerk

LETTER OF AGREEMENT (A)

BENEFIT PLANS

The Employer agrees that, as of the date of signing of the Collective Agreement or as shortly thereafter as possible, the Benefit Plans shall be updated as follows:

Welfare Plan Benefits as per City of Miramichi

Group Life	100,000
AD & D	100,000
Dep. Life	5,000
	LTD 66 2/3% of salary (application mandatory after 119 calendar days)

Maximum Monthly Benefit $3,500.00 with evidence of insurability

Hospitalization	Semi-Private Room
Drugs	$7.50 co-pay
Vision Care	$250.00 Total every two (2) years
Dental Care	Basic 80%
	Additional 70%
	Annual maximum $1,000.00 per person

Note: The parties have also agreed to the following changes to the Health Plan: (1) prescription plan without an "over the counter" drug coverage; and (2) prescriptions required for massage therapy and physiotherapy benefits.

Signed on behalf of the Parties, on this 11th day of December 2024.

SIGNED in the presence of:

MAPP

President

City of Miramichi

Mayor

Secretary

Clerk

LETTER OF UNDERSTANDING (B)

Between

City of Miramichi, Hereinafter Referred to as

"The Employer"

Of the First Part

And

Miramichi Association of Police Professionals, hereinafter referred to

as "The Association"

Of the Second Part

The parties agree to explore the potential development and implementation of a compressed work week for applicable positions within the association. The employer agrees to discuss this during the regular labour management process.

This letter will form part of the collective agreement.

Signed on behalf of the Parties, on this 11th day of December 2024.

SIGNED in the presence of:

MAPP

President

Secretary

City of Miramichi

Mayor

Clerk

APPENDIX A

	2025		2026		2027
	*$0.65	3.75%	*$0.65	3.75%	3.0%
Sgt*	$53.03	$ 55.02	$55.67	$ 57.76	$ 59.49
Cpl		$ 53.50		$ 55.51	$ 57.18
1st Class Cst		$ 51.09		$ 53.00	$ 54.59
2nd Class Cst		$ 48.53		$ 50.35	$ 51.86
3rd Class Cst		$ 46.11		$ 47.84	$ 49.27
4th Class Cst		$ 43.79		$ 45.44	$ 46.80
Probationary		$ 36.61		$ 37.99	$ 39.13

	2025-2.75%	2026-2.75%	2027-2.75%
Jail Guards	$25.31	$26.00	$26.72

Rank Progression:

- Upon being classified as a fulltime police officer with the City of Miramichi Police Force, each member will be categorized as a probationary constable for a period of 12 (twelve) months. **Continuous length of service as a part time officer will determine classification placement.** Each member will remain in **each** classification for a period of 12 (twelve) months following which the member will be promoted to the **next classification until they reach the classification of** 1st class constable.

- At the discretion of the Chief of Police, any member may be assigned to a rank higher than that of Probationary Constable, but not above 1st class constable.

- *When classified at any rank below that of a 1st class constable, no member shall continue to progress through the aforementioned rank structure, at the prescribed rate of progression, while utilizing Long Term Disability benefits or Maternity Leave benefits. The progress will be deferred until such time as the employee returns to work on a fulltime basis.

Appendix B

A Process for Promotional Selection

For the Miramichi Police Force

Phase 1

1.	Pre-screen:	Pass Mark 60%	(30/50)
2.	Examination	Pass Mark 60%	(90/150)
		Total	(120/200)

Phase 2

3.	Board Interview	No Pass Mark	(/200)
		Total	(/400)

Note:

(1) All candidates must attain a passing score at each component to advance to the next level. The top 50% of candidates for each rank completing phase one (1) will advance to phase two (2). The board interview process will follow the format outlined in article 16 of this collective agreement. Following the completion of the board interview all marks will be calculated to a total possible score of 400 points. The candidate(s) with the highest cumulative score shall be promoted in succession and all other candidates attaining a minimum score of 60% (260/400) shall be placed on an eligibility list for promotion for a period of three years from the date of the completion of the promotional process. Any promotions within that time frame will be made from the existing list in order of scoring rank. **If a candidate on the eligibility list chooses to defer their promotion, they will maintain their position on the list and will be considered for the next promotion opportunity, ahead of candidates who have not deferred.** At the conclusion of the thirty-six (36) month period all candidates shall be required to reapply for any future promotional vacancies or promotional routines.

(2) Format of topic questions may be subject to change for content.

Examination

Consists of two (2) parts:

Part one is the general knowledge section
Part two is the supervisor skills section

Part One (1) – written by all candidates for promotion

Part two (2) – consists of different questions for those writing for Corporal and those writing for higher N.C.O. and Commissioned Officer ranks.

Part 1 – General Knowledge
Questions will cover various topics that include Criminal Code, Controlled Drugs and Substances Act, Case Law, Youth Criminal Justice Act, Provincial and MPF Policies, Scenario Based Situations, and any other relevant topics.
Total point value = 100 points

Part 2 – Constable/Corporal Writing for Promotion
Questions will cover various topics that include Motivation, Sick-Time Abuse, Continuous Learning, Discipline, Scenario Based Situations, and any other relevant topics.
Total point value = 50 points

Total for parts 1 and 2 = 150 points

Prerequisite Screening:

			Maximum Points
1.	Police Services	Five years minimum requirement 1 point awarded for each year of police service over five years (Police training counts as police service)	10
2.	Education		10
		University Degree/Diploma	2
		University Courses – 1 point	4

		for each course taken since joining the Miramichi Police Force	
		Police Related Courses 1 point per course	4
3.	Civic Responsibility		5
		Community Board Membership 1 point per board over last three years	2
		Volunteer Contributions Coaching, Volunteering, Churches Etc. 1 point for each 3 hours of volunteer work/month averaged over a full year	2
		Exemplary service Special duties, projects, initiatives by members i.e. breathalyser coordinator, accident analyst, field trainer, resource person, etc. (1 point for each duty last 3 years)	1
4.	Performance Evaluation		25
		Total scoring from the last three successive years averaged to a combined mark out of a possible 100 points and reduced accordingly to a value out of a possible 25.	

Total Possible Points /50

Note: Any candidate on the eligibility list for promotion at the time of a new competition for a higher rank may qualify to enter the process if the new routine is initiated during the current twenty-four-month period and he/she meets the promotional requirements.

The following minimum service requirements qualify candidates for competition.

- writing for promotion to Corporal 5 years total service

(Minimum three years of service with MPF)

- writing for promotion to Sergeant 8 years total service

- writing for promotion to higher rank 12 years total service than Sergeant

APPENDIX C

1. TARGET POLICING

Target Policing outside of the regularly scheduled shift.

Members scheduled for target policing shall be compensated at straight time.

Target policing will only be employed to address specific crime related problems within the City of Miramichi.

Target policing will only be employed to replace regular working hours governed by Article 18 – overtime of the Collective Agreement.

Target policing will not be employed to replace any manpower shortages created as a result of sick leave, training or vacation allotments.

Any target policing initiatives will only be employed after mutual agreement with the Association.

Members scheduled for target policing will be on a voluntary basis only.

2. TRANSFERS

A transfer is a posting to another function for an administrative, operational or training need of the Force.

Where practicable, notice of availability of such transfer shall be posted for 10(ten) calendar days.

Information in Posting – such notice shall contain the following information:

Nature of position
Qualifications
Required knowledge
Education and skills

3. SPECIALIZED SECTIONS AND UNITS

Members assigned to the Criminal Investigation Division and Administrative Division shall work 2080 hours per year on a forty (40) hour week. Schedules shall be determined by the needs of the force and the community with mutual agreement of the parties.