January 1, 2020 – December 31, 2023

WORKING AGREEMENT BETWEEN

THE SAINT JOHN BOARD OF POLICE COMMISSIONERS

"THE EMPLOYER"

AND

THE SAINT JOHN POLICE ASSOCIATION

"THE UNION"

SAINT JOHN POLICE ASSOCIATION CONTRACT

Saint John Police Association Contract

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THIS AGREEMENT made and entered into this 5 day of May, 2022.

BY AND BETWEEN:

	Saint John Board of Police Commissioners, a body corporate, in the County of Saint John, in the Province of New Brunswick, hereinafter referred to as the "EMPLOYER", OF THE FIRST PART - AND - THE SAINT JOHN POLICE ASSOCIATION, hereinafter referred to as the "UNION", OF THE SECOND PART The parties hereto covenant and agree to the following:

ARTICLE 1 INTENT AND PURPOSE OF AGREEMENT

1.01 The parties to this collective agreement, working together and in partnership with the community, are committed to preserving and enhancing the quality of life in our community by making it a safe place in which to live, work and play.

Further, the parties to this collective agreement are committed to a responsive, enthusiastic, and respectful work environment, one dedicated to providing quality, cost-effective police services; achieving high standards of personal and group performance; and resolving issues constructively and for the common good.

It is the intent and purpose of the parties to this Agreement to maintain harmonious and settled conditions of employment and the continuous and effective operation of the Police Force; to strive to improve the quality and efficiency of service; and to promote the well-being, morale, safety, security, and productivity of all employees.

The parties herein set forth the terms and conditions relating to employment, remuneration, settlement of disputes and differences, hours of work, employee benefits and related matters affecting employees covered by this Agreement.

ARTICLE 2 RECOGNITION

2.01 Sole & Exclusive Bargaining Agent

The Employer agrees to recognize the Saint John Police Association, as the sole bargaining agent for all police members, excluding civilian employees, of the Police Force of whichever rank, save and except those positions designated as management staff. Positions or ranks designated as management staff are Chief of Police, Deputy Chiefs of Police, Inspectors, and Staff Sergeants. Civilian employees come under the scope of the clerical/technical bargaining unit, except where otherwise designated.

2.02 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3 EMPLOYER RESPONSIBILITY

3.01 Check-Off and Rand Formula

(a) Monthly Deductions & Rand Formula

The Employer agrees to deduct Union dues and/or assessments levied from all Employees on the active payroll, covered by this Agreement, in accordance with the Rand Formula and such deduction of dues shall constitute a condition of continued employment after thirty (30) days of employment, but employees may or may not belong to the Union.

The amount of union dues to be deducted monthly shall be in accordance with the constitution and by-laws of the Saint John Police Association and amendments thereto. The Saint John Police Association, upon the signing of this Agreement, shall forward a copy of the by-laws covering the amount of dues and such by-laws shall be certified by the President and Secretary-Treasurer of the Union, and further that any changes that may affect these by-laws during the term of this Agreement shall also be communicated to the Employer.

(b) Administration of Union Dues

The Employer agrees, upon the signing of this Agreement to forward to the Union a list of all employees covered by this Agreement. Each month thereafter when forwarding the cheque for the amount of dues or assessments, the Employer will

forward a list of names of additions (hires) and deletions (terminations). Deductions shall be made from the payroll period at the first of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of that month. At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

(c) Insufficient Earnings

Should an employee not have sufficient earnings after mandatory deductions in respect of any month to permit such deductions, the Employer shall not be obligated to make such deductions from subsequent salaries.

3.02 Employer and Union Shall Acquaint New Employees

The parties agree that their designated representatives, during regular duty hours in the first month of employment, will jointly acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment found therein, including the articles dealing with union membership and dues check-off. The new employee will also be acquainted with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union. Such time shall be arranged by the Chief (or designate), in consultation with the President of the Union (or designate).

3.03 Establishment & Personnel Action

The Employer shall annually and each time it is changed, provide the Union with a copy of the current Establishment relating to the Police Force.

Any changes in position or employment status of an employee shall be documented in the appropriate format, copies of which shall be supplied to the employee and the Recording Secretary of the Union upon request.

3.04 No Lay-Off

There shall be no lay off of members of the bargaining unit hired prior to November 1, 2011 during the term of this agreement.

Employees who are to be laid off will receive the notice (or pay in lieu of notice) as specified in the NB Employment Standards Act. In the case of lay-off, the employee with the least seniority shall be laid off first.

Employees shall be recalled in order of seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

3.05 Work Performed by Police Officers

(a) Work which is presently performed by police officers shall continue to be

performed by police officers, unless mutually agreed by both parties.

Notwithstanding, the parties recognize the need to maintain effective police service and to adapt progressively to changing circumstances, including change related to the work of police personnel and others.

To this end, the parties agree to consider alternative methods of service delivery through the Labour Management committee (on an as-required basis).

(b) It is hereto agreed that work in the following areas, which do not require a sworn police officer, may be performed by other than police officers. No employee will be involuntarily displaced from his/her position as a result of work being performed by other than police officers.

Community Policing	Property Control
Court Services	Public Information Officer
Support Services	Taxi Inspector
Summons Server	Training

The parties agree to maintain the auxiliary/volunteer programs.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

Each of the parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced against any employee for any reason.

ARTICLE 5 MANAGEMENT RIGHTS AND RESPONSIBILITIES

5.01 Union Acknowledgement

The Union acknowledges that it is the right and the responsibility of the Chief of Police for the Employer to operate and manage the Police Force in all respects, and without limiting the generality of the foregoing, to make personnel related decisions, to maintain order and efficiency, and to determine deployment of personnel and resources, operational methods, schedules, and other activities necessary for the effective operation of the Police Force. These rights and responsibilities will be exercised in a manner consistent with the terms of this agreement.

ARTICLE 6 LABOUR MANAGEMENT COMMITTEE

6.01 Establishment of Labour Management Committee

For the efficiency of service, it is agreed by the parties that a Labour Management

Committee shall be established, consisting of four representatives each from the union and management.

A facilitator(s) may be utilized when mutually agreed upon. The Committee, a forum for labour-management consultation during the life of the collective agreement, shall promote on-going dialogue on matters of concern and mutual interest, and function in accordance with the terms of reference established jointly by the parties.

6.02 Support of Parties

The Committee shall enjoy the full support of both parties in furthering the interests of improved service to the public and general welfare of the employer and employees.

6.03 Meeting Schedule

The Committee shall meet on the last Tuesday of each month or as otherwise agreed.

ARTICLE 7 TERMS OF EMPLOYMENT

7.01 Establishment for all Employees

The Employer shall create an establishment for employees within the Police Force. Such establishment shall list all ranks, save and except those excluded in the Recognition Article.

7.02 Establishment of New Rank

If any new rank is created within the bargaining unit during the term of this collective agreement, the salary of such rank shall be negotiated by the parties in line with the salaries of the existing rank structure. Any dispute shall be submitted to a sole interest arbitrator, mutually agreed upon. If the parties are unable to agree on an arbitrator, the Minister shall make such appointment in accordance with established procedures.

7.03 Appointment to Rank of Staff Sergeant & Inspector

The Employer seeks to develop candidates for leadership from within the organization. Accordingly, the Employer agrees that during the term of this collective agreement, appointments to the rank of Staff Sergeant and Inspector shall be made by appointment from within the Police Force.

7.04 Maintain 3 Sergeant Positions in Each Platoon

During the term of this agreement the Employer agrees to maintain 3 Sergeant positions in each platoon.

ARTICLE 8 TRAINING

8.01 Employer Initiated Training

(a) The employer is responsible to provide job training, education, and professional development for its police officers, in order to achieve the broad-based level of knowledge and skills required for modern policing work. All police officers will be trained in the core courses accepted for the generalist constable level as outlined by the New Brunswick Policing Standards and the Saint John Police Force. In addition, officers will be eligible for more advanced training in one or more areas of policing as required.

The training program shall be reviewed and updated on a regular basis. Such review will include a process of consultation and feedback with the officers of the police force and the Union, on at least a tri-annual basis.

(b) A training calendar shall be prepared and published on an annual basis. The calendar will detail the schedule of planned programs, courses, conferences, seminars, and workshops provided by/for the employer for the upcoming year, both internal and external, as well as the administrative details associated with those programs including prerequisites, process of selection or scheduling. A copy of which shall be supplied to the Union upon written request from the Secretary.

Courses or course openings that become available during the year will be incorporated into the training calendar and posted for the information of officers as soon as possible after the course or course opening has been confirmed. A bulletin shall be posted for a period of two weeks or more, where possible.

(c) Selection for Training

Employees will be selected for training based on the needs of the employee and in consultation with the Employer consistent with the immediate and long-term objectives of the Police Force and the need for particular training, job function and scheduling considerations with due respect for seniority in service. It is the goal of the parties to ensure a fair and equitable distribution of training opportunities.

Note: Selection for a core course will not preclude a member from being selected for other courses.

(d) For the purposes of wages and benefits, except for programs of home study, time spent in employer initiated training and associated travel will be considered time worked. There shall be no paid overtime associated with this article except for course time outside regular hours which is included in the course syllabus or required by the course conductor.

Travel time on weekends will be compensated by way of time off. There shall be no overtime paid for time spent studying outside the classroom.

ARTICLE 9 PROBATIONARY PERIOD, SENIORITY, SYSTEM FOR STAFFING POSITIONS, AND TRANSFERS

9.01 Probationary Period - Recruits

(a) The Chief of Police may hire individuals with policing experience and, for pay purposes only, may place such individuals at a classification up to 1st Class Constable as deemed appropriate, based upon the new employee's years of policing experience, subject to the probationary period specified by Article 9.01.

(b) Newly hired employees shall be on a probationary period of twelve months. During this probationary period, the employee will be compensated at the Probationary Constable 1 rate. Upon completion of 180 probationary days, the employee will be compensated at the Probationary Constable 2 rate.

On completion of the 12-month_probationary period and recommendation, the employee shall advance to permanent status and at the full rate as a Fourth-Class constable upon the approval of the Chief of Police.

9.02 Seniority Defined

Seniority shall mean seniority of service in the rank unless two (2) or more persons have equal seniority of service in the rank, in which case service in the next rank shall be considered and so forth, until one shall have senior service.

In determining an employee's length of service for seniority purposes the following method of computation shall be applied: Seniority of a Constable shall date from the employee's last date of entry into the service of the Saint John Police Force.

Seniority of other ranks shall commence from the date said employee was promoted to that particular rank. In the event two or more employees were promoted on the same date, seniority shall date from last entry into service.

9.03 Seniority and Ability Qualify

Subject to Article 9.05, selection of employees for appointment to fill any position, whether of a permanent or temporary nature, including permanent day duties, shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern.

9.04 Position Transfers

All members are subject to transfer by the Chief of Police.

9.05 Selection - Police Constable Positions General

(a) Job Progression

Officers shall be employed in a role commensurate with their training, experience, and career orientation. Progression through the various levels of police work will be from probationary constable to fully qualified generalist constable, and then into areas of more advanced police work and/or specialization.

(b) Specialized/Technical Constable Position

When a permanent vacancy occurs in a specialized/technical constable position, such vacancy shall be posted within 30 days of the vacancy occurring in conjunction with a job description which identifies: general responsibilities and nature of work; illustrative examples of work; essential qualifications; required education, training and experience; as well as desired qualifications and any other information which is directly relevant to the job in question. Vacant positions shall be posted by way of electronic mail for a period of 14 days.

(c) Term Positions

To enable officers to receive an opportunity to experience a variety of specialized/technical roles during their careers, all specialized/technical positions will be posted as term position as agreed between the parties. (Term Extensions: Upon mutual agreement of the parties the incumbents may be given up to two (2) extensions of one (1) year each.)

Process Positions

(d) The "System for Staffing Police Constable Positions" described below, shall apply to the following technical/specialized roles.

- Forensic Identification (10 year term)
- Polygraphist (8 year term)
- Family Protection (8 year term)
- Fraud (8 year term)
- Major Crime (8 year term)
- Street Crime (6 year term)
- Criminal Intelligence (5 year term)

The parties agree on a pass mark of 70% for a job specific selection process.

For greater clarification, those candidates who attain a pass mark will be considered equal in terms of ability and qualifications.

Members and their immediate supervisors permanently assigned to the above listed positions will be paid an annual compensation of $2,500.00 each December in addition to their regular salary.

Should an incumbent resign his/her position prior to expiration of his/her term, they will not be permitted to apply to fill the resulting vacancy or any other current vacancy in that unit.

Upon the expiration of his/her term, the incumbent will be permitted to apply for any other term constable position.

In instances whereby no other member applies for a vacancy created by either, the resignation or the term expiration, the recent incumbent shall be permitted to make application for the position.

Non-Process Positions

(e) Constable Positions

For constable positions listed below, the Employer agrees to assign the senior applicant who possesses the ability and qualifications to perform the position.

- Traffic Investigation (8 year term)
- Canine Handler (service life of dog, or mutual agreement between the parties)
- Court Section (5 year term)
- Training (5 year term)
- Community Policing (5 year term)

Should an incumbent resign his/her position prior to expiration of his/her term, they will not be permitted to apply to fill the resulting vacancy or any other current vacancy in that unit.

Upon the expiration of his/her term, the incumbent will be permitted to apply for any other term constable position.

In instances whereby no other member applies for a vacancy created by either, the resignation or the term expiration, the recent incumbent shall be permitted to make application for the position.

New Positions

(f) New Specialized/technical constable position

If any new specialized/technical constable position is created during the term of this collective agreement, the parties shall determine the term for which such position shall be filled and whether such position will be a process or non process position. Any dispute shall, if unresolved, be submitted to a sole interest arbitrator, mutually agreed upon.

If the parties are unable to agree on an arbitrator, the Minister shall make such appointment in accordance with established procedures.

(g) Temporary assignment to specialized/technical constable position

Any temporary assignment to a specialized/technical constable position shall be made from patrol officers assigned to a platoon in order of seniority. Where a position requires specialized/technical training a member possessing the said training and experience for that specialized/technical position may be temporarily assigned.

ARTICLE 10 SYSTEM OF PROMOTION

10.01 (a) Promotional Process

General

When a permanent vacancy occurs In a Sergeant position, such vacancy shall be posted within 30 days of the vacancy occurring with a job description which identifies: general responsibilities and nature of work; illustrative examples of work; essential qualifications; required education, training, and experience; as well, as desired qualifications and any other information which is directly relevant to the job in question. Vacant positions shall be posted by way of electronic mail for a period of 14 days.

Only police officers with 10 years of completed service with the Saint John Police Force, at the time of the posting, shall be eligible for promotion. Applicants may either be Incumbent Sergeants or an officer on the promotional list.

Promotion shall be conducted in accordance with Article 9.03. For the administration of Article 9.03 of the collective agreement, the parties agree that those candidates who attain the pass mark of 75% shall be considered equal in terms of ability and qualifications.

The parties agree to create a committee to review the promotional process on an on-going basis. Any changes to improve the process must be mutually agreed.

Step 1 – Incumbent Sergeants

Incumbent sergeants who apply for vacancies will participate in a job specific assessment process. Applicants attaining a score of 75% or more on the assessment process will be placed in the vacant position in accordance with their seniority.

Candidates not attaining a score of at least 75% are not eligible for the position.

In the event that no Incumbent Sergeants apply for the vacant position or no Incumbent Sergeants are successful in attaining a mark of 75% or more on the assessment process, then the vacancy will be filled using the process set out In Step 2.

Step 2 — Promotional List

Applicants from the promotional list who apply for vacancies will participate in a job specific assessment process. Applicants attaining a score of 75% or more on the assessment process will be placed in the vacant position in accordance with their position on the promotional list. Candidates not attaining a score of at least 75% are not eligible for the position.

a) Promotional Lists

i) Examinations for addition to the promotional list will be written every three years. Only police officers with 10 years of completed service with the Saint John Police Force shall be eligible to write the examination.

ii) Applicants attaining a score of 75% or more on the examination process will be placed on the promotional list and remain subject to conditions in paragraph iii) and iv). After each subsequent assessment process, new successful candidates will be listed following the previously successful candidates that are already on the list in order of seniority. Officers on the promotional list may re-write the examination to improve their score.

iii) An employee on the promotional list refusing an acting position shall have their name removed from the promotional list.

iv) All candidates on promotional list will be provided required mandatory training and continuous learning specific to operations, leadership, and Human Resources. Employees who do not complete this training will be removed from the promotional list.

v) Updates to the mandatory and provided training identified by the employer will be provided to the union and promotional process committee by the end of each calendar year.

vi) Employees may choose to complete training during their time off, however they will not be compensated for this time. Article 15.06 will apply if mandatory training is scheduled on a day off.

10.01 (b) Assessment Process

The assessment process will be developed using best industry standard practices and will be subject to a variety of tools and processes including:

- Interview
- Exam Mark
- Attendance
- Performance
- Experience

10.02 Temporary Assignments

(a) Temporary Assignment to Sergeant Duties

Temporary assignment to Sergeant duties will be made from employees on the promotional list in the particular area of police work or specialization. An employee on the promotional list who refuses a temporary assignment will be removed from the promotional list. The senior employee on the promotional list, permanently assigned to the platoon or unit affected, will be selected for the temporary assignment.

(b) Senior Employee – Acting Temporary Basis

In the event that no employee from a particular area of police work or specialization is on the promotional list, then the next senior employee in that area of police work or specialization will act on a temporary basis.

(c) Rate of Pay

An employee filling a vacancy will be paid the rate of the position being filled from the time he or she fills the position.

(d) Temporary Assignment – Watch Commander

In the event a temporary vacancy occurs in the Watch Commander position, in addition to their regular duties, the senior sergeant on duty in the platoon will assume the duties and responsibilities of the Watch Commander and be paid at the rate for the position during the temporary assignment. The senior sergeant's position will not be backfilled.

In recognition of the lost opportunity for a constable to act in a sergeant's position, the qualified constable, as per Article 10:03, will be paid the rate of pay for a sergeant's position during the Watch Commander's absence.

10.03 Promotion to Staff Sergeant Positions

In accordance with the principles of progression through the rank structure, officers promoted to Staff Sergeant positions shall currently hold the rank of Sergeant or be currently on the Sergeants' promotional list with the Saint John Police Force.

ARTICLE 11 GRIEVANCE RESOLUTION PROCESS - INTERNAL

11.01 Grievance Defined

A grievance shall be defined as an alleged violation of the Collective Agreement or an unjust action in regard to the Collective Agreement.

11.02 Grievance Committee

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

11.03 Grievance Early Resolution

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

11.04 Matter referred to Grievance Committee

If the matter is not resolved by the previous step, the employee shall within fifteen (15) days forward the grievance in writing to the Grievance Committee. The Grievance Committee will consider the merits of the grievance.

11.05 Step 1 - Chief of Police

The Grievance Committee within one hundred twenty (120) days, shall so notify the Chief of Police, who shall hold a hearing and render a decision within thirty (30) days of such notification.

11.06 Union Grievance

The grievance resolution process for Union grievances shall commence at Step 1 - Chief of Police.

11.07 Written Statements

The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in hearings unless all parties to the statement are present.

11.08 Union Representation at Grievance Hearing

At any stage of the grievance resolution process, the parties shall have the assistance of employee(s) concerned as witnesses and any other witnesses who testify during such hearing.

11.09 Time Limits

The time limits set forth may be extended by mutual consent of the parties. No grievance under this Agreement shall be deemed invalid by reason of any defect in form or any technical irregularity.

ARTICLE 12 GRIEVANCE RESOLUTION PROCESS – MEDIATION

Placeholder

ARTICLE 13 GRIEVANCE RESOLUTION PROCESS – ARBITRATION

13.01 Board of Arbitration

Where a grievance has not been resolved, under article 11, to the satisfaction of any parties to the grievance, they will within ninety (90) days, notify the other party of their intent to proceed to arbitration with such dispute, then such dispute shall be referred to arbitration in accordance with the agreements on arbitration of the Municipal Sector Labour/Management Decision-Makers Committee dated March 14, 1997. The objective of those guidelines is to make arbitration awards better, faster, and less expensive.

A joint, province-wide Municipal Sector Arbitrators Appointment Sub-Committee made up of two representatives of Municipal Unions and two from Municipal Management, with a fifth member to act as coordinator and non-voting chair of the Sub-Committee, will administer the Register.

13.02 Selection of Arbitrator

A sole arbitrator shall be selected by the parties from the Municipal Sector Register of Arbitrators or otherwise mutually agreed upon. If the parties cannot mutually agree on an arbitrator within ten (10) days, then an arbitrator will be appointed for them by the Minister of Advanced Education & Labour using the arbitrators included on the Register.

(Should the need arise, before the Municipal Sector Register of Arbitrators is established, the parties will mutually agree on the selection of an arbitrator.)

13.03 Notification of Arbitration

The party wishing to proceed to arbitration shall notify the arbitrator in writing of their intention, with a copy of the notice being delivered to the other party at the same time. The arbitrator shall schedule a hearing within fourteen (14) days of receipt of the notice.

13.04 Decision of the Arbitrator

Arbitrators shall submit their decision no later than thirty (30) calendar days following the last day of the hearing. Arbitrators must file their award with the parties involved in the dispute, as well as the Sub-Committee.

13.05 Fees for Arbitrators

Arbitrators will be remunerated at the rates established by the Municipal Sector Arbitrators Appointment Sub-Committee.

These rates are all-inclusive and include time spent for preparation, research, write-up, travel time, and so on, but does not include out-of -pocket expenses. Travel expenses will be reimbursed at the Province of New Brunswick rate.

Cancellation fees will be in accordance with the schedule established by the Sub Committee.

The expenses and remuneration of the arbitrator and secretarial service shall be borne in equal shares by the Employer and the Union.

13.06 Duty of the Arbitrator

It shall be the duty of the arbitrator to hear all parties concerned and to determine the matters referred. Upon determination of the matter, the arbitrator shall make such order which will provide for final settlement of the matter and such order that will restore the aggrieved parties, the employees, the Union, or the Employer to its rightful, just, and equitable position.

13.07 Decision Binding on Parties

Every party to and every party bound by the Agreement, and every person on whose behalf the Agreement was entered into, shall comply with the provision for final settlement and give effect thereto.

13.08 Unjust Treatment & Re-instatement

In the case of an employee who has been found unjustly suspended or discharged, that employee shall be reinstated and shall be reimbursed for wages and salaries involved and shall have all rights and benefits restored.

ARTICLE 14 LONG-SERVICE PAY & RETIREMENT PAY

14.01 Long-Service Pay

(a) Long Service Pay Formula

In recognition of the principle that an employee's knowledge and experience increases with the length of continuous service, the Employer agrees to pay service pay to permanent employees hired on or before June1, 1997 once a year by the following formula:

- Commencement of 4th year & including 7th year = 1% of salary of rank on

November 1st.

- Commencement of 8th year & including 11th year = 1.5% of salary of rank on November 1st.
- Commencement of 12th year & including 15th year = 2% of salary of rank on November 1st.
- Commencement of 16th year & including 19th year = 2.5% of salary of rank on November 1st.
- Commencement of 20th year & including 23rd year = 3% of salary of rank on November 1st.
- Commencement of 24th year and over = 3.5% of salary of rank on November 1st.

Employees covered by this agreement, hired after June 1, 1997, will not be eligible for Long-Service Pay, now or in the future.

(b) Date to be Paid

Long-Service Pay shall be paid before November 30th of each year to employees who qualify and are on strength on November 1st and shall not be related to the number of days worked since the qualifying date.

(c) Retirement or Severance

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

14.02 Retirement Pay

(a) Retirement Pay Formula

The Employer agrees to pay to each permanent employee upon retirement, one (1) month's pay for every five (5) years' service or fraction thereof to a maximum of six (6) month's pay. Retirement pay shall be paid at the same rate as paid for regular time in the employee's last working period. Such payment shall be made in lump sum upon retirement and shall not be subject to deductions for Group Insurance nor City Pension.

(b) Qualification for Retirement Pay

This benefit shall not apply when an employee resigns from the service or is dismissed for cause. To qualify, the employee must have a minimum of five (5) years' continuous service, with the Employer as of the date of retirement.

In case of death of an employee on the active payroll, with five (5) or more years' continuous service, payment shall be made to the employee's dependents or beneficiary.

(c) One Time Payment in Lieu of Retirement Pay

An employee may opt out of future eligibility for retirement pay. The employee may request in writing a one-time-only payment in lieu of retirement pay at any time prior to retirement. Such payment shall be in an amount as defined above, based on the date the request is made. To qualify an employee must have a minimum of five years' continuous service. Upon such payment the employee would waive all entitlement to further retirement pay.

ARTICLE 15 HOURS OF DUTY

15.00 Hours of Duty

Members shall be assigned to either an eight (8) hour shift schedule or a twelve (12) hour shift schedule in accordance with this Article, unless mutually agreed between the Employer and the Union.

15.01 *(i)* Regular Hours of Duty

The regular duty day shall not be more than eight (8) hours and regular duty week shall not be more than five (5) days, constituting a forty (40) hour week.

A minimum of ten (10) hours' notice will be given of any change in the scheduled shift unless an emergency exists.

15.01 *(ii)* Regular Shift Schedule

The parties recognize that employees assigned to a regular 12-hour shift plan may actually be scheduled for more or less than 182 shift rotations of regular scheduled time during each calendar year. The parties agree that individual employees will not suffer a loss in pay as a result of being scheduled for fewer than 182 shifts in each calendar year nor will the individual employees receive additional or overtime compensation for being scheduled more than the 182 shifts in a calendar year.

15.02 Shift Plan Design - Policing Operations

(a) Objective

It is the objective of the parties to implement a shift plan which best meets the combined needs of the community and those of the officers who provide policing services in the community. A variety of factors must be considered in the design of an effective shift plan, including: emergency response capability; calls for service demand and prioritization; operational flexibility; adaptability in responding to community needs; officer morale and quality of life; cost effectiveness of service delivery; officer training and development; and employee health and safety.

(b)(i) Shift Rotation

All members on platoon duty shall be deployed on twelve hour rotating shifts, four shifts on and four shifts off. The day shift shall commence between the hours of 0600 and 0700, and the night shift between 1800 and 1900 hours.

(b)(ii) Scheduling Shift-Time

On average, the regular scheduled hours of those working the 12- plan exceeds the normal 2080 hours resulting in a surplus in scheduled hours of 104 hours shift-time.

Therefore these 104 hours of shift-time shall be used to supplement vacation entitlement as per article 19:01. The remainder of those hours shall be considered floaters.

Floater time shall be administered through the shift supervisor. Floater time will be picked by members within each platoon on the basis of first request. Floaters shall be taken in 12-hour shifts or hourly in order to exhaust the shift-time prior to the end of the calendar year at a time to be mutually agreed between the employee and the shift supervisor.

Once an employee selects a floater as scheduled time off, the shift selected cannot be changed except in exigent circumstances. Requests for floater time will not be unreasonably withheld. Disputes arising shall be referred to the Labour Management Committee.

Members unable to select this shift time due to a work-related injury or a serious illness may be permitted to carry this time forward subject to approval of the shift committee. Any shift-time not selected by December 31st, shall be forfeited. Employees will not be paid for any shift-time not taken off by the end of the calendar year.

(c) Shift Flexibility

(i) For every four shifts worked there shall be four shifts off duty. The Watch Commander will schedule personnel based on operational requirements. The parties acknowledge that members, with their supervisor, may adjust their hours of duty schedules to satisfy operational needs.

Flexible shifts will commence no earlier than 0600 hours and no later than 1900 hours, although shift members with their platoon supervisor may mutually agree on special shift arrangements in order to satisfy particular operational needs. A minimum of ten hours shall be provided between any two shifts, with such short change over situations kept to a minimum. Notice of shift changes will be provided not later than the end of the previous shift rotation. Shift changes will be equitably rotated within each platoon.

Note: For clarification, any shift adjustments made by the platoon supervisor are subject to the final approval of the Watch Commander.

Deployment responsibilities will include, but not be restricted to: general and special

investigation; utilization of directed patrols; deployment in proactive programs, and community services and events; special operations; and traffic services and special traffic operations.

Deployment shall reflect calls for service and other identified deployment needs.

(ii) Employees requesting to trade a shift shall complete the Form set out in Appendix 1A.

(d) Community Engagement Policing Unit

Officers assigned to community development responsibilities will work on a forty (40) hour per week basis, scheduled between Sunday and Saturday. Officers, in consultation with their supervisor, will schedule their time in a manner which best meets community and service needs, consistent with the guidelines established.

15.03 Lunch Period, 12-Hour Shift

Subject to operational needs, lunch break(s) for personnel assigned to a twelve-hour (12-hour) shift plan may be taken in two (2) forty-five (45) minute periods or combined.

15.04 Statutory Holidays, 12-Hour Shift Plan

In lieu of statutory holidays, members employed on a twelve-hour (12-hour) shift plan will receive twelve (12) shifts (144 hours) per year as follows effective January 1, 2011:

Eight (8) shifts (96 hours) shall be picked as 12-hour shifts off by members within each platoon on the basis of first request, at a time mutually agreed between the employee and the shift supervisor. These eight (8) shifts in lieu of Statutory Holidays must be utilized by the end of December 31st of each year or shall be forfeited.

The remaining four (4) shifts (48 hours) shall be paid out at the straight time hourly rate payable on the second pay day of December in each year.

This entitlement shall be pro-rated for members assigned for less than a full year on the twelve-hour (12-hour) shift plan.

Christmas Day - Members, employed on a twelve-hour (12-hour) shift plan, will be paid at the double time rate for all time worked on Christmas Day. For clarification, Christmas Day shall be defined as 7:00 pm on December 24th to midnight on December 25th.

New Year's Day – Members, employed on a twelve-hour (12-hour) shift plan, will be paid at the double time rate for all time worked on New Year's Day. For clarification, New Year's Day shall be defined as 7:00 pm on December 31st to 7:00 pm on January 1st.

In the event the City proclaims a holiday in addition to the holidays listed in Article 19.02(a), members employed on a twelve (12) hour shift plan, will receive an

additional twelve (12) hours per year, in lieu of the holiday.

15.05 Annual Leave, 12-Hour Shift Plan

Members employed on a twelve-hour (12-hour) shift plan will be entitled to annual vacation with pay in accordance with the provisions detailed in article 19.01.

Vacations shall be selected in order of seniority within the classification and unit of the employee.

15.06 Training

An employee scheduled for mandatory training within the greater Saint John area will receive one day off before and after the training for week long training (4 to 5 days). The days off are to be taken immediately prior to and following the scheduled training day(s). Where an employee is working the night shift, they will be relieved from duty at 12:01 am on the day previous to the training.

Members who are on days off and who attend training of less than one week in duration during those days off will have a lieu day for each day allocated to their time bank.

In no event shall an employee be required to work more than 48 hours in an eight-day cycle.

An employee scheduled for mandatory training outside the greater Saint John area for one week (4 to 5 days) or longer will receive two days off before and after the training. The days off are to be taken immediately prior to and following the scheduled training day(s).

15.07 Sick Leave Provisions – 12-Hour Shift Plan

Sick leave provisions for members employed on a twelve-hour (12-hour) shift plan are included in schedule "A".

15.08 (i) Minimum Deployment – Thursday, Friday, Saturday

A minimum of twelve persons shall be deployed per platoon on the night shift. The twelve persons shall be constables and/or corporals. Deployment of officers shall be at the discretion of the Watch Commander. With the exception of an emergency a minimum of two persons will be deployed to each district.

15.08 (ii) Minimum Deployment – All Other Times

A minimum of ten persons shall be deployed per platoon. The ten persons shall be constables and/or corporals. Deployment of officers shall be at the discretion of the Watch Commander. With the exception of an emergency a minimum of two persons

will be deployed to each district.

ARTICLE 16 SHIFT PREMIUM, SHIFT DIFFERENTIAL, OVERTIME & ON-CALL

16.01 Shift Premium

Employees required to work a permanent night shift shall be paid a shift premium of 7% of the hourly wage per forty (40) hours worked each week. For the purposes of this section, the night shift shall be considered as any eight (8) hours of duty between the hours of 6 p.m. in the afternoon and 8 a.m. in the morning. A permanent shift shall be considered as a shift being worked continuously for an indefinite period after seven (7) days have elapsed in the working of that shift.

16.02 Shift Differential

(a) Employees required to work other than shifts included within the hours of 8:00 a.m. to 6:00 p.m. on a permanent basis, shall receive shift differential pay at the rate of 2.5% of the individual employee's annual salary payable on the first pay day of December in each year.

(b) An employee who is assigned a permanent shift within the hours of 8:00 a.m. to 6:00 p.m. shall not receive shift differential pay for the period so worked.

(c) Shift time other than shifts included in the hours of 8:00 a.m. to 6:00 p.m. worked for four (4) working days out of one calendar month shall qualify for shift differential pay for the month.

16.03 Overtime

(a) Time and one-half shall be paid for all time worked in excess of eight (8) hours per day for employees working the "8 hour" shift and time and one-half shall also be paid for all time worked in excess of twelve (12) hours per day for employees working the "12-hour" shift excluding the lunch period.

(b) Time and one-half shall be paid for all time worked on statutory, designated, or proclaimed holidays, including any day proclaimed by the City of Saint John as a holiday. Officers covered by Article 15.05 are excluded.

(c)The Employer agrees to pay double time - i.e., an extra day's pay for an eight (8) hour shift worked between the hours of 12:01 a.m. December 25th and 11:59 p.m. on December 25th.

The Employer agrees to pay double time - i.e., an extra day's pay for an eight (8) hour shift worked between the hours of 12:01 a.m. January 1st and 11:59 p.m. on January 1st.

(d) Time in excess of twenty (20) minutes shall be paid at one-half hour at time and

a half and for time in excess of thirty-five (35) minutes, one hour shall be paid at time and one-half. Time shall not be accumulative from day to day.

(e) In the event an employee is called to duty when on regular time-off, for any reason, other than already mentioned in Article 17 employee shall be paid a minimum of three hours' overtime at time and one-half of the pay rate.

8 Hour Plan

(i) Upon the mutual consent of the employee and the employer, leave may be taken in lieu of pay for overtime worked. Such leave shall be on the basis of time off equivalent to the overtime worked plus the overtime premium. Application for such leave in lieu of overtime shall be in writing and such leave shall be taken within six (6) months of the time worked.

12 Hour Plan

(ii) Upon the mutual consent of the employee and the employer, leave may be taken in lieu of pay for overtime worked. Such leave shall be on the basis of time off equivalent to the overtime worked plus the overtime premium. Application for such leave in lieu of overtime shall be in writing and such leave shall be taken within six (6) months of the time worked.

(f) An employee required to work more than four hours of overtime shall at the Employer's option be provided with a meal or an allowance of $12.00. The Employer shall allow one half-hour meal break with pay. An additional meal allowance and meal break will be allowed for each additional four hours of overtime. This article applies only to overtime worked on shift extensions.

16.04 On-Call

When an employee is advised that he/she is on-call, that is, immediately available by direct telephone contact, he/she shall be paid three hundred dollars ($300.00) per week ($400 effective July1, 2009). On-call assignments shall be equitably rotated within units, as designated by the Chief. Employees who are on-call are not eligible to volunteer for extra duty assignments.

ARTICLE 17 COURT APPEARANCES, INQUESTS, LAWYER INTERVIEWS

17.01

(a) Court Witness Call Back

When called to appear as a witness in any Court or to attend a coroner's inquest in their line of duty as peace officers or when called in to be interviewed by any lawyers designated by the Department of Justice, excluding regular duty hours, such employees shall be paid at the following rate: five (5) hours at straight time.

(b) Court Appearance during Vacation

When called in during the vacation period, members shall be paid at the double time rate for a minimum of 8 hours and shall be allowed an additional vacation day with pay at a time designated by the employee. Such employees shall receive reasonable travel expenses.

(c) Court Appearance – 12-Hour Shift

Employees working the 12-hour shift schedule who are called to court on a shift taken in lieu of Statutory Holidays shall receive 12 hours pay at straight time.

(d) Court Appearance – After Night Shift

Employees working the full 12-hour shift schedule who are called to court after working a night shift shall receive 5 hours of pay at the rate of time and one half.

(e) Court Appearance – 8 Hour on Statutory Time

Employees working the 8-hour schedule, who are called to court on a day previously scheduled off in lieu of a statutory holiday, shall be entitled to the benefit described in paragraph (b) above - double time rate for a minimum of 8 hours and an additional vacation day with pay at a time designated by the employee.

(f) Internal Hearing

These provisions shall also apply, as applicable, in cases of members on annual vacation or statutory holidays called in off such leave for the purpose of attending an internal hearing.

(g) Retired Witness Allowance

A retired employee or an employee on leave of absence under Articles 24.03, 24.04 or 24.08 subpoenaed to appear as a professional witness for the crown, by virtue of his/her duties prior to retirement or commencing leave, is entitled to a witness allowance of $150.00 for each appearance.

17.02 More Than One Trial in a Day

The above-mentioned rates shall apply for each and every time an employee is called to appear, provided that no more than two separate trials set down for any given day shall be paid at the above-mentioned rates, and no more than one per morning and one per afternoon, and further that any appearance starting after 5:00 p.m. on the same day shall be considered another day.

17.03 Rate of Pay – Witness at an Internal Hearing

When called by the Chief of Police to appear as a witness at an internal hearing

excluding regular duty hours, an employee shall be paid at the rate of time and one-half for a minimum of two hours.

17.04 Rate of Pay – Cancellation

When scheduled for matters outlined in Articles 17.01 and later notified, he or she will not have to appear, such employee shall receive the pay entitlement as per Article 17.01 unless a minimum of 8 hours notice of cancellation is received electronically (using only the employer's e-mail system), by personal contact, letter, or telephone. For the purpose of this article received is defined as; letter or telephone message received by any individual at the employee's home; or the employee has opened the electronic correspondence de-notifying them.

17.05 Court Time Paid as Earned

Upon the mutual consent of the employee and the employer, all court overtime earned for members on the 12 Hour Plan leave may be taken in lieu of pay for overtime worked. Such leave shall be on the basis of time off equivalent to the overtime worked plus the overtime premium. Application for such leave in lieu of overtime shall be in writing and such leave shall be taken within six (6) months of the time worked.

ARTICLE 18 TRAVEL & MEAL ALLOWANCES

18.01 Mileage Allowance

If any employee is requested to use their personal vehicle for the above-mentioned purposes. The employee shall be paid at the rate of: fifty (50) cents per kilometre for all kilometres traveled.

18.02 Meal and Incidental Expenses Allowance

An employee covered by this Collective Agreement who is required to appear as a witness at a Court outside the City limits or having been designated by the Chief of Police to attend training or upgrading sessions outside the City limits, shall receive a meal allowance of seventy-five dollars per day ($75.00) – i.e. fifteen dollars for breakfast ($15.00), twenty-five ($25.00) for lunch and thirty-five ($35.00) for dinner, if not otherwise provided and an allowance of ten dollars ($10.00) per day for incidental expenses to be paid for each evening away from home.

18.03 Outside City Limits for any Reason

This same provision applies to an employee designated by the Employer to go outside the City limits for any reason.

18.04 Training Courses – More Than One Month

If an employee is outside the City on a training course at the direction of the Employer and such training course is of more than one month's duration, the employees shall be paid the lesser of mileage or air fare for one return trip to the City of Saint John during the course of such training period provided he/she makes such visit to Saint John.

If the training course is of more than two month's duration, the employees shall be paid the lesser of mileage or air fare for a second return trip to the City of Saint John during the course of such training period provided he makes such visit to Saint John.

ARTICLE 19 ANNUAL VACATIONS, STATUTORY & DESIGNATED HOLIDAYS, EXTENDED VACATION LONG-SERVICE EMPLOYEES

19.01 Annual Vacation and Statutory Holidays

(a) For clarification purposes, the vacation year shall be January 1 to December 31.

An employee shall receive an annual vacation with pay in accordance with his years of employment as of December 31 each year, in the following amounts:

(i) Shift Personnel Eight (8) Hour

Less than one year – 1 regular duty day for each month or fraction

Upon completion of one year and including fourth year – 10 regular duty days

Commencing fifth year and including eighth year – 15 regular duty days

Commencing ninth year and including fourteenth year – 20 regular duty days

Commencing fifteenth year and including twentieth year – 25 regular duty days

Commencing twenty-first year and including twenty-ninth year – 30 regular duty days

Thirty years or more – 35 regular duty days (Effective January 1, 2012)

***(ii)* Accumulation of Vacation**

Twelve (12) Hour Shift Personnel shall accumulate vacation as follows:

Less than one year – 8 hours for each month or fraction thereof

Upon completion of one year and including fourth year – 80 hours

Commencing fifth year and including eighth year – 120 hours

Commencing ninth year and including fourteenth year – 160 hours

Commencing fifteenth year and including twentieth year - 200 hours

Commencing twenty-first year and including twenty-ninth year – 240 hours

Thirty years or more - 280 hours (Effective January 1, 2012)

(iii) Selection of Vacation

Each employee will select vacation in blocks of four duty shifts. In order to offset the additional hours required, employees will utilize 8 hours of shift-time for each block selected.

Twelve (12) Hour Shift Personnel shall select vacation as follows: Less than one year – as vacation credits allow

Upon completion of one year and including fourth year – 8 regular duty shifts which includes 80 hours vacation plus 16 hours shift-time.

Commencing fifth year and including eighth year - 12 regular duty shifts which includes 120 hours vacation plus 24 hours shift-time.

Commencing ninth year and including fourteenth year - 16 regular duty shifts which includes 160 hours vacation plus 32 hours shift time.

Commencing fifteenth year and including twentieth year - 20 regular duty shifts which includes 200 hours vacation plus 40 hours shift time.

Commencing twenty-first year and including twenty-ninth year - 24 regular duty shifts which includes 240 hours vacation plus 48 hours shift-time

Thirty years or more - 28 regular duty shifts which includes 280 hours vacation plus 56 hours shift-time (Effective January 1, 2012)

(iv) For the purposes of this collective agreement, the parties consider the entitlement for 12-hour shift personnel to be equivalent to the entitlement for 8-hour shift personnel.

(v) The vacation period shall be deemed to commence at the end of the last regularly scheduled shift and conclude at the beginning of the next regularly scheduled shift. This Article is not applicable to Statutory Holidays.

(b) Notwithstanding the provisions of Article 19.01(a), no member shall receive less annual vacation with pay than he was entitled to receive prior to the signing of this Collective Agreement.

(c) Vacations shall be selected in order of seniority within the classification and unit

of the employee, as follows:

A maximum of five employees per platoon including not more than one sergeant at any given time.

(d) Employees proceeding on vacation may, upon request, receive pay for such period with their last regular pay before the vacation period.

(e) In the event an employee is hospitalized for sickness during their vacation period, such time in hospital shall not be considered vacation period but shall be considered as sick leave.

(f) In the event an employee attends a funeral during their vacation, and they would have been entitled to a bereavement leave for such funeral under Article 24 if they had not been on vacation, the day of such funeral shall not be considered a vacation day but shall be considered a day on leave of absence without loss of pay.

(g) Vacation pay shall be at the regular classified rate of the employee unless such employee has been acting in a higher rank for a continuous period of four months immediately prior to taking vacation, in which case he or she shall be paid vacation at the rate of such higher rank.

(h) An employee shall be entitled to bank up to a maximum of eighty (80) hours of annual vacation. Banked vacation shall be selected in conjunction with annual vacation. The employee shall be paid for such banked vacation time at his or her regular vacation pay rate at the time such banked vacation is taken.

(i) An employee retiring or terminating employment during a vacation year shall be paid vacation pay at the time of their retirement or termination for the proportion their annual vacation earned during the period from their anniversary date of employment to the date of their retirement or termination.

19.02 Statutory Holidays

(a) In this section "Statutory/Designated Holidays" means: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, New Brunswick Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any Day proclaimed by the City as a holiday.

Should there be less than 12 Statutory/Designated Holidays in any calendar year, each employee shall be entitled to an additional day off with pay selected by the employee.

(b) In addition to the benefits specified in Article 16.03 where an employee is required to work on any of the Statutory/ Designated Holidays, he or she shall receive a lieu day off with pay selected by the employee. Advance notice of 24 hours shall be submitted to the Chief of Police.

(c) Where any of the Statutory/Designated Holidays falls on an employee's vacation or regular day off, such employees shall receive a lieu day off with pay selected by

the employee.

(d) For permanent day duty employees (Monday-Friday) the Statutory/ Designated holidays outlined under Article 19.02 shall be taken on the holiday where it falls on the employee's regular duty day. When a holiday under Article 19.02 for such day duty employee coincides with an employee's vacation, the Statutory/Designated Holiday shall be taken with pay at a time selected by the employee, but if the holiday falls on a Saturday or Sunday, the holiday shall be taken on the Monday following the holiday. Those Statutory/Designated Holidays in 19.02 (floaters) not occurring as above shall be taken with pay, at a time selected by the employee.

(e) For permanent day duty employees (Monday-Friday), in addition to the Statutory/Designated holidays outlined under Article 19.02, each employee will receive three (3) floating holidays, to be taken at *a* time mutually agreed between the employee and the shift supervisor. Any floating holidays not selected by December 31st, shall be forfeited. Employees will not be paid for any floater holidays not taken off by the end of the calendar year.

ARTICLE 20 LIFE INSURANCE, HEALTH INSURANCE AND SICK LEAVE

20.01 Group Life Insurance

The Employer agrees to contribute 75% of the cost of monthly premiums of a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for permanent employees.

Upon retirement, employees shall be provided $5,000.00 life insurance coverage, monthly premiums for which shall be paid by the Employer.

20.02 Medical, Health and Dental Plans

The Employer agrees to contribute 75% / Employee agrees to contribute 25% of the cost of monthly premiums for single coverage and for family coverage, as applicable, for the present employees' health coverage. It is understood and agreed that such benefit shall extend to permanent employees only.

Any employee who is not a participant shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

The Employer agrees to contribute 75% / Employee agrees to contribute 25% of the cost of monthly premiums for the present dental plan coverage for all permanent employees. The dental plan is compulsory for all employees except where an employee has better coverage through his or her spouse.

Any employee who is not a participant under the dental plan shall not be entitled to a cash payment in lieu of the Employer's contribution to the premium.

Notwithstanding any other provision in Article 20, participation in the health and

dental plans are a condition of employment for all employees hired after April 1, 2022.

The parties agree to identify health and dental plan options and to make mutually agreed changes to the plans, such as benefit levels, the Union becoming policy holder, or any other agreed changes as required to limit the total cost to the premium revenue available.

The parties recognize the need to continue to work together to control the cost of health and dental plans - by overseeing the plans and making mutually agreed changes that, from time to time, are deemed appropriate.

In the event that appropriate changes cannot be agreed upon, the union agrees to implement necessary changes to limit total costs to available premium revenue within sixty (60) days of any notice of premium increase by the carrier(s).

The City agrees to assist the Union by implementing the administrative and/or design changes necessary to ensure the premiums meet the full cost of the plan.

For clarification and continuity, it is understood that the plan design and benefits that exist under the terms of the collective agreement expiring on December 31, 1999 shall continue subject to the above.

20.03 Sick Leave

(a) The Sick Leave Plan as set out in Schedule "A" attached hereto and forming part of this Agreement shall apply to all employees within the bargaining unit.

(b) All employee benefit plans outlined herein shall be fully negotiable and not changed without mutual consent.

(c) Annually, the Employer shall provide each permanent employee with a detailed employee benefit statement outlining all benefits and plans in the Collective Agreement.

(d) In the case of absence for illness or disability, the Employer's contribution will be paid to the Group Life Insurance Plan, Health and Dental Plans and Pension Plan where applicable. This Article shall only apply to those employees who qualify under this Article.

(e) The Health and Dental benefits shall continue for all retirees at the group rates which shall be paid fully by retiree, to be deducted from pension cheque.

20.04 Union Supplied with Master Text of Plans

The Union will be supplied with up-to-date master texts of plans under Article 20.

20.05 Psychological Support Services

In support of the mental health and wellbeing of employees, the employer will reimburse the union for up to three (3) appointments with a registered psychologist per employee in each calendar year when an employee requires crisis care. This assistance will be audited and confidential.

ARTICLE 21 UNIFORMS & EQUIPMENT

21.01 Clothing and Equipment Supplied

Uniformed employees of the Police Force shall be supplied with the clothing and equipment required for the performance of their duties. All clothing supplied shall be new.

21.02 Establishment of Standing Committee

The parties shall establish and maintain a standing committee on uniforms and equipment - as a forum for consultation and advice on all matters relating to uniforms and equipment, including specifications, quality control, and issue.

21.03 Dry Cleaning

(a) Uniformed employees are entitled to have uniformed items of clothing dry cleaned at the Employer's expense, where and to the extent that the parties in consultation deem it appropriate.

(b) The Police Chief or his designate may authorize extra cleaning when warranted by special circumstances.

21.04 Clothing Allowance

(a) All employees on full time plain-clothes duty shall be granted clothing/dry-cleaning reimbursement upon receipt(s) presented to the Employer of up to $1,500 per calendar year.

The above is not considered earnings and will be paid in a separate cheque from regular pay.

(b) Uniformed employees designated to wear plain clothes in the performance of their duties shall receive a clothing allowance of $5.77 per day.

For greater clarification, this does not apply for training courses and is intended for operational police duties only.

ARTICLE 22 FITNESS FOR DUTY/DUTY TO ACCOMMODATE

22.01

(a) All Employees Shall be Medically Fit

All permanent and probationary Employees shall be medically fit for the duties to which they are (or may be) assigned or appointed.

(b) An Employee with a Disability which impact their ability

An Employee with a disability which impacts upon their ability to carry out the duties to which he is (or may be) assigned or appointed, is entitled to reasonable accommodation to the point of undue hardship. It is recognized that the Employer, the Union, and the affected Employee each have distinct duties and responsibilities in the accommodation process. It is incumbent on all parties to fully cooperate with the Return to Work Committee.

(c) Accommodation not to negatively impact financially

Accommodation is not to negatively impact an employee financially. There should not be a change in status (from 12 hour to 8 hour shift plan) for the first six (6) months of accommodation. Reassessment is to be conducted between all parties (employee, union, and employer) after six (6) months and accommodation beyond six (6) months is to be agreed to by all parties.

(d) Return to Work Committee

A Return to Work Committee shall be established to ensure that every effort is made to encourage and support the return to work of those employees on sick leave. The Committee shall be comprised of members of Management, the Union and Human Resources. The committee shall have regular meetings to collaborate together to facilitate all aspects of the Return to Work Program.

The parties agree to follow the Return to Work Standard Operating Procedure agreed to by the Union and the Employer on February 18, 2021. The Return to Work Standard Operating procedure shall not be amended without mutual agreement between the parties.

22.02 Employee Cooperation

Each Employee shall cooperate with the Employer in providing such information as may reasonably be required by the Employer for the purposes of Article 22.01. It is recognized by all parties that the Employer is only entitled to request such information as is relevant for the purposes of Article 22.01.

22.03 Medical Information

Medical information from the Employee's physician(s) may be required by the Employer:

(a) where there is any question as to the medical fitness of the Employee to carry out or resume the duties to which he is (or may be) assigned or appointed; and/or

(b) where the Employee has applied for promotion within the ranks, to ensure that the Employee is medically fit for the duties of the position for which they have applied.

22.04 Additional Medical Information

Where the medical information provided to the Employer under Article 22.03 is not satisfactory to the Employer, it may request:

(a) that the Employee's physician(s) provide such additional information as may reasonably be required by the Employer; and or

(b) that the Employee undergo a medical examination (or functional capacity evaluation) by an alternate medical practitioner or other duly qualified health care professional acceptable to the parties.

22.05 Employer Cost for Medical Information

The Employer shall be responsible for the cost of obtaining any information requested under Articles 22.03 or 22.04.

22.06 Temporary Disability

When an Employee has a temporary illness or injury which incapacitates them so that they are not able to perform his own occupation, or one of equal rank, the following benefits shall be afforded where applicable:

(a) Workers' Compensation; or

(b) Sick Leave Entitlement; or

(c) Sick Leave Bank; or

(d) Where the available medical information indicates that the officer is medically fit to do so, they may be assigned suitable employment within the Police Force at the rate of pay for their rank.

22.07 Long Term Disability

Employees utilizing sick leave benefits will be in receipt of long-term disability information within 90 calendar days that should be completed before sick leave extends to 180 days. Employees who do not provide the documentation required for LTD plan within 270 Calendar days after starting sick leave benefits shall not be entitled to Sick Leave Bank Benefits in Schedule "A".

Employees who are denied disability benefits by the LTD carrier or have insured benefits reduced shall be entitled to applicable benefits outlined in Article 22.01 and 22.06.

(i) The Employer agrees police officers who are disabled are employees for the purposes of this Collective Agreement.

(ii) Where an Employee has been absent from the workplace for an extended period because of disability, the Employer shall perform a security clearance to ensure that it is in the public interest to permit the employee to resume active employment as a police officer, all of which is subject to the Police Act.

(iii) The Long-term Disability coverage for all employees shall remain as outlined in the arbitration award of November 21, 2014, and May 13, 2015, Letter of Agreement unless otherwise mutually agreed.

(iv) The Employer agrees to pay seventy-five (75%) and the employee will pay twenty-five (25%) of the insured LTD plan premium. If rates increase above 3.23% per $100 of earnings for seventy percent (70%) of gross salary, the increase will be the responsibility of the Employer.

22.08 Confidentiality of Medical Information

The Employer agrees to store Employee health information separate and apart from the Employee's other personnel records and undertakes to restrict access to such information to the management personnel involved in dealing with that Employee's case.

The Employer agrees not to release any such information to any third party without the consent of the Employee, except as may be required by law.

ARTICLE 23 HEALTH AND SAFETY

23.01 Cooperation by Parties

The parties shall co-operate in developing, maintaining, and perfecting measures for the health and safety of employees and the workplace generally.

23.02 Equipment Supplied

Employees required to work in any dirty or dangerous capacity shall be supplied with all necessary equipment. It shall be compulsory to wear and/or use such equipment, as applicable, and to comply with proper procedures in performing such duties.

23.03 Enforcement

All supervisors will consider it an important and essential part of their job to administer the health and safety program, they shall by precept and example, secure complete compliance with all health and safety legislation and regulations by all workers under their direction.

23.04 Injury on Duty

(a) Notification

When an employee is injured on duty, the injury must be reported to the immediate supervisor as soon as possible after the injury and, in any event, not later than the end of the working period in which the injury was sustained.

(b) Remuneration

(i) An employee injured on duty shall receive payments from the Employer equalling 85% of pre-accident net earnings at the prevailing rates; subject nevertheless, in case of injury, to the provisions of the Pension Act for employees, provided the employee has complied with section (a) above. All payments will comply with the provisions of the Workers' Compensation Act. The above rates shall be adjusted automatically should they increase at some time in the future.

Any changes to article 23.04 shall be by mutual agreement, and if no agreement can be reached, shall be determined in accordance with the established dispute resolution process.

(ii) Any Workers' Compensation monies an employee is entitled to in lieu of weekly pay shall be paid by the Workplace Health, Safety and Compensation Commission to the Employer. This article shall not apply to a person no longer actively employed and who has retired due to a disability.

(iii) Net earnings shall be defined as pre-accident gross earnings less any income tax, Canada Pension and Employment Insurance deductions.

(c) Survivor Benefit

When an employee dies as a result of a work related injury or illness compensation for which will be available from the Workers' Compensation Board, the surviving wife, husband or common law spouse will receive the salary of the deceased employee, including adjustments as they are implemented, reduced by the amount

received from the Workers' Compensation Board, the Canada Pension Plan, the employee's pension fund and any other income source to which the employer contributed in whole or in part.

The maintenance of salary will continue as long as there is a dependent minor child or for five (5) years, whichever is longer. The maintenance of salary will end on remarriage. In either case, payment ceases at the time when the deceased employee would have reached the age of retirement.

23.05 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established, with members appointed by the Employer and Union. In making such appointments, the parties shall select people who will be most capable of promoting health and safety on the job.

The Joint Health and Safety Committee shall hold regular meetings, where all matters of employee and workplace health and safety shall be taken up and dealt with. Minutes of Committee meetings shall be kept, and copies circulated to members, as well as the Chief of Police and the Recording Secretary of the Union.

Time spent by employees in performance of their duties as members of the Joint Health and Safety Committee shall be considered as time worked, paid on the basis of straight time.

23.06 NB Occupational Health and Safety Act

The N. B. Occupational Health and Safety Act and Regulations shall be binding on the parties at all times.

23.07 Right to Refuse

No employee shall be discharged, penalized, or disciplined for refusing to operate any piece of equipment, where they believe it would be unsafe or unhealthy.

23.08 Health & Safety Records

The Employer shall upon request, provide the Employee with all accident reports and other health and safety records respecting such employee in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.

ARTICLE 24 LEAVES OF ABSENCE

24.01 Bereavement Leave

Administration of bereavement leave shall be in accordance with the following guidelines;

a) For purpose of clarification, bereavement leave shall be defined as an approved leave of absence from work for a specific period without loss of pay, seniority, or other benefits for the purpose of making funeral arrangements and/or attending the funeral of a deceased member of the Employee's immediate family.

b) In the event of the death of an employee's father, mother, spouse, son, daughter, brother, sister, father-in-law, common law spouse, mother-in law, three consecutive days shall be granted, one of which days shall be the date of the funeral and to the extent that any or all of these days are scheduled working days.

c) Leave of absence of one day shall be granted in the event of the death of sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancé, or any other relative who has been residing in the same household.

d) In the event of death of any member of the bargaining unit the President and/or appointee concerned shall be granted paid leave up to a maximum of four hours for the purpose of attending the funeral and to pay last respects to the deceased.

e) One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. Where the family of a deceased employee requests pallbearers from the Union, the Employer shall grant the necessary leave with pay for up to six pallbearers.

f) Additional days may be granted at the discretion of the Chief if needed due to unusual circumstances including travel.

24.02 Family Leave

(i) An Employee will be granted up to three (3) days leave of absence, without loss of pay, in the event she or he is left homeless due to fire, flood or any act of God, subject to notification to the Chief of Police. Additional days, if deemed necessary, may be granted at the discretion of the Chief.

(ii) An Employee will be granted 24 hours of family time to be used as needed by the employee to attend to family matters such as doctor's appointments or to care for a sick dependent.

24.03 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to any employee requesting such leave for good and sufficient cause. Such requests shall be made in writing by the employee and submitted to the Chief of Police. Upon the Chief's approval, such leave of absence shall be granted. Denial of such request shall not be subject to grievance or arbitration.

24.04 Pregnancy

(a) Notification

Every employee who becomes pregnant shall notify the Chief of Police in writing four months before the projected date of delivery or as soon as her pregnancy is confirmed (whichever is the later) or when she requires reasonable accommodation due to her pregnancy.

Where an employee's pregnancy impacts upon her ability to carry out the duties to which she is (or may be) assigned or appointed, she is entitled to reasonable accommodation to the point of undue hardship in accordance with Article 22.

(b) Maternity Leave Entitlement

Employees shall be entitled to maternity leave in accordance with the provisions of the Employment Standards Act.

(c) Maternity Leave Allowance

Any employee who is entitled to maternity leave under Article 24.04(b) shall be eligible for the maternity leave allowance in accordance with the provisions of Article 24.04(d).

(d) Supplementary Unemployment Benefit Plan

(i) Maternity Leave shall cover a period of seventeen (17) weeks. This benefit is conditional upon the approval and continued approval of the Federal Government.

(ii) An employee who provides proof that she has applied for and is eligible to receive Employment Insurance Maternity Leave Benefits (EI Benefits) pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks.

(iii) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and ninety percent (90%) of her regular rate of pay at the time maternity leave commences.

(iv) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity leave commences, including shift premium if applicable. Regular rate of pay does not include overtime or any other form of compensation other than shift premium.

(v) Employees who have provided proof of receipt of EI benefits will also be entitled salary continuation at a rate of one hundred percent (100%) of their

regular rate of pay as per Article 24.04d(iv) to cover the one (1) week waiting period and an additional one (1) week to be paid in the week immediately prior to their returning to work. This benefit shall be deducted from the employees sick leave accrual.

Benefits During Maternity Leave

(e) During the period of maternity leave, the Employer shall continue to pay its share of Pension, Health Plan, Dental Plan and Group Life insurance. The Employee shall also pay her share.

(i) Employees shall accumulate vacation credits while on maternity leave.

Child Care Leave

(f) Employees shall be entitled to Child Care leave in accordance with the provisions of the Employment Standards Act. Child Care Leave shall be unpaid and cover a period of up to sixty-one (61) weeks after the birth or adoption of a child under the age of nineteen (19). Child Care Leave is defined as either Standard Leave or Extended Leave in the Act.

Benefits During Child Care Leave

(g) During the period of Child Care leave, if permissible under the relevant plan, the Employer shall continue to pay its share of Group Health and Dental Plan and Group Life insurance, and the Employee shall pay their share.

(i) In accordance with the Shared Risk Pension Plan, the Employee may have the option to purchase the period of the Child Care Leave. Should the Employee complete their required pension contributions for the purchase of service, the Employer shall also pay the applicable pension contribution.

(ii) Employees shall accumulate vacation credits while on Child Care Leave.

(iii) The Employee is to provide the Employer with at least two (2) weeks' notice prior to the date of return from Child Care Leave.

24.05 Leave of Absence for Union Business

(a) Duly elected/appointed members of the Union, its executive alternates or employees directly involved in specific issues including processing of a grievance, labour-management, and safety committees, shall be granted time off work with pay, with no loss of seniority, whenever practical or possible, to attend meetings with the Employer on matters of mutual interest and concern, providing reasonable advance notice is given.

(b) Any two members of the Union, so designated, shall be granted time off to attend meetings, with the Employer or Chief of Police, or Union and Committee meetings. Such request will be in writing, specifying the purpose and shall be directed to the

Chief of Police or person acting in his or stead who shall not unreasonably withhold such permission.

24.06 Convention Delegates

The Employer agrees that up to three (3) delegates shall be granted leave of absence with pay to attend a convention or labour school, for up to four (4) conventions or labour schools in any one (1) year. Not more than one (1) employee from a platoon or unit shall be chosen. Additional days, if deemed necessary, may be granted at the discretion of the Chief.

24.07 Negotiation Provisions

In the period six (6) months prior to the termination of this Collective Agreement six members of the Union Bargaining Committee shall be entitled to three (3) days off with pay to prepare for negotiations.

24.08 Leave of Absence for Full Time Union or Public Duties

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal or provincial elections.

(b) An employee who is elected to public office shall be allowed leave of absence for a period of time not to exceed four (4) years without pay and benefits during his/her terms of office. An employee will not continue to accumulate seniority while on such leave of absence.

(c) An employee who is elected or selected for a full-time position with the Union, or any body with which the union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave may be renewed each year, on request during his/her term of office.

(d) An employee on unpaid approved leave of absence for union business shall receive his or her regular pay and benefits. The union shall reimburse the Employer for all pay and benefits during the period of absence.

24.09 Paid Court Witness Duty Leave

The Employer shall grant leave of absence without loss of pay, seniority or other benefits to an employee who is subpoenaed as a witness in any Court in any matter arising directly or indirectly out of his/her employment.

24.10 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason	Leave of Absence
Employee's Marriage	One (1) working day at the discretion of the employee
Birth of male employee's child	One day
Adoption	One day

ARTICLE 25 GENERAL ITEMS

25.01

(a) "Day(s)"

Unless otherwise specified, wherever and whenever the word "day(s)" is referred to in this Agreement, it shall be construed to apply to calendar days and not working days.

(b) Plural & 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.

25.02 Clarification of "Designate(s)"

For the purposes of clarification whenever and wherever the Chief of Police or another position of management is referred to by title in this Agreement, the same shall be deemed to apply to their designate(s) in that particular context.

25.03 Representative of Union

The Union shall have the right at any time to have the assistance of any representative(s) it deems necessary when dealing with grievances or negotiating the Working Agreement with the Employer.

25.04 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 Chief of Police or designate and the Recording Secretary of the Union.

25.05 Communications

The Employer agrees that any reports or recommendations made to it dealing with wages and working conditions which affect employees within this bargaining unit shall be communicated to the Union. Such communication shall be in sufficient time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking of them before implemented by the Employer.

25.06 Resolutions of the Employer

Copies of resolutions, by-laws and policies, or rules and regulations, adopted by the Employer which affect employees and members of the Union are to be forwarded to the Union.

25.07 Access to Personnel Record

(a) An Employee shall have the right upon 24 hours notice to have access to and review his/her absentee records, personnel action forms, progress reports, assessment reports, accident reports, sick leave reports, Workers' Compensation reports; also letters of reprimand and documents produced in evidence relating to concluded disciplinary actions in his/her personnel file after all time for appeal has elapsed and shall have the right to respond to any such documents if they are unfavourable to him or her. Such response shall become part of his or her permanent personnel record. Any exhibits to be used against the Employee in an arbitration or appeal shall be made available to him/her at least forty-eight hours in advance for inspection. An employee shall be entitled to request a photocopy (at their expense) of documentation they are entitled to see.

(b) Any present document or records concerning adverse reports or disciplinary action shall be removed from an employee's file if it has been 24 months from the event of the complaint or disciplinary action

Future documents or records concerning adverse reports or disciplinary action other than records concerning disciplinary actions of suspension shall be removed from an employee's file 24 months from the last disciplinary action on the record of the employee.

25.08 Registration of Sick Leave Plan

The Employer agrees to register the sick leave plan with the Canadian Employment and Immigration Commission under subsections 64(4) of the Unemployment Insurance Act. Five-twelfths of any benefit derived from such registration shall be returned to the Union in trust to provide benefits to the individuals in the bargaining unit.

25.09 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the

provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement in "booklet" form within sixty (60) days of signing. These booklets are to contain an index. The cost of printing shall be borne equally by the Employer and the Union.

25.10 Legal and Court Costs

(a) The Employer shall pay all legal and Court costs as well as judgment costs, if any, for any action initiated against an employee by virtue of the lawful performance of his/her employment duties. In addition, this article shall not apply where disciplinary action is initiated against an employee for an offence which is contrary to known policies and procedures of the Police Act or to costs incurred in grievances, arbitration, or disciplinary proceedings.

(b) No internal hearings while courts involved.

ARTICLE 26 SALARIES (see Schedule "B")

ARTICLE 27 TERM OF AGREEMENT

27.01 Notification to Bargain

(a) This Agreement shall remain in force and effect for a term of forty-eight (48) months from January 1, 2020 to December 31, 2023.

(b) Where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the 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 or determined pursuant to the Industrial Relations Act.

27.02 Timeframe to Commence Bargaining

The parties agree that within thirty (30) days after notice is given in compliance with 27.01, the parties shall arrange a meeting to commence the collective bargaining process for the new or replacement Agreement.

27.03 Provisions of Agreement Shall Continue

Where notice to commence collective bargaining for a renewed agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or arrived at pursuant to the Industrial Relations Act.

27.04 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.

27.05 Wages

Except as otherwise stated, all new or amended articles excluding wages shall come into effect on the date of signing of this agreement. Wages shall be retroactive to January 1, 2020, for all affected employees.

ARTICLE 28 LETTERS AND MEMORANDA OF AGREEMENT

28.01 Letters and Memoranda

The parties acknowledge and agree that certain Letters and Memoranda of Agreement exist between them which form part of this Agreement and are of full force and effect as if incorporated herein.

28.02 Stipulation in Writing and Signed by Properly Authorized Authors

The parties agree that any agreements between them to have the effect contemplated by 28.01 must so stipulate in writing and be signed by the properly authorized officers of each.

IN WITNESS WHEREOF the Employer has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this Instrument to be executed by their proper officers hereto duly authorized the day and year first written above.

SIGNED, SEALED, AND DELIVERED

In the presence of:

Saint John Board of Police Commissioners **"The Employer"**	Saint John Police Association **"The Union"**
Chairperson	President
Secretary	Secretary

SCHEDULE "A" SICK LEAVE BENEFITS

(1) 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, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

(2) SICK LEAVE PLAN ACCUMULATION

(i) 8-Hour Personnel

Members employed on an eight-hour (8-hour) per day basis shall accumulate sick leave at the rate of 1 and 1/2 days per month worked up to an accumulated total of 200 days.

(ii) 12-Hour Shift Personnel.

Members employed on a twelve-hour (12) plan will accumulate sick leave at the rate of one (1) twelve-hour shift per month worked up to an accumulated total of 1,600 hours.

(3) DEDUCTION FROM SICK LEAVE

(i) 8-Hour Personnel

A deduction shall be made from accumulated sick leave of all normal working days exclusive of holidays absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day. Sick leave shall be paid at the employee's rate of pay for their permanent classification in effect on the first day of sickness.

(ii) 12-Hour Shift Personnel.

A deduction shall be made from accumulated sick leave of all normal working shifts exclusive of holidays absent for sick leave. Absence on account of illness for less than half a shift shall not be deducted. Absence for a half shift or more, and less than a full shift, shall be deducted as one-half shift.

(4) EQUIVALENCY

For the purposes of this collective agreement, including the transition of employees between shift plans, the parties consider the above sick leave provisions for 8-hour and 12-hour shift personnel, to be equivalent. For greater clarification, all time will be converted to hours.

(5) PROOF OF ILLNESS

(a) Medical certificate/information from the Employee's physician(s) may be required by the Employer:

(i) where the Employee has been absent from work for more than two (2) working days; and or

(ii) where the Employee has more than four (4) uncertified sick leaves in any twelve (12) month period, for any ***further absence from work during such twelve (12)*** month period. (For the purposes of this Article, the twelve (12) month period shall be from January 1st to December 31st).

(b) Where the medical information provided to the Employer under paragraph 5(a) is not satisfactory to the Employer, it may request further information pursuant to Article 22.

(c) The Employee shall be responsible for the cost of obtaining any information requested under paragraph (5)(a). The Employer shall be responsible for the cost of obtaining any information requested under paragraph (5)(b).

(6) SICK LEAVE AND VACATION TIME

Any employee who, by reason of being on sick leave, has not completed annual vacation leave prior to the end of any calendar year shall have such unused vacation leave extended for use following return to work. Where an employee is unable to return to work, a lump sum payment of the outstanding amount shall be made to the employee.

(7) EXTENSION OF SICK LEAVE

An employee who has exhausted his/her sick leave credits shall be allowed an extension of sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full before he/she accumulates credits again.

(8) SICK LEAVE BANK CREDITS

Every employee will allow one day per year from his/her sick leave credits for that year to be added to the Sick Leave Bank. No further accumulation to the Sick Leave Bank will be made after the Bank has a total of 800 days. If the Bank drops below 600 days, employees' deductions will replenish it - as determined by the Union.

(9) SICK LEAVE BANK ALLOTMENTS

Applications for an allotment from the Sick Leave Bank may be made by an employee, who, for example, through a prolonged illness, has exhausted their own sick leave and vacation credits.

In the event an employee becomes disabled, as signified medically, he/she shall be referred to the LTD carrier (as per article 22.07) and if approved for LTD benefits shall not be eligible to draw from the Bank.

Pension board and not be eligible to draw from the Bank.

Employees may be granted sick leave from the Bank upon the approval of the Sick Leave Bank Committee, upon production of appropriate medical documentation. Such documentation shall:

(a) describe the nature of the employee's condition in order to substantiate why the employee can or cannot return to work;

(b) advise of the probability of the employee returning to work in the employee's permanent position;

(c) if such a return is anticipated, the date that it will occur; and

(d) advise as to the duties or types of work that the employee would be capable of performing.

No allotment from the Sick Leave Bank shall be made until the employee has exhausted all his accumulated sick leave and vacation credits. Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's daily rate while on his own accumulated sick leave.

Under no circumstances shall there be any pyramiding of benefits.

(10) SICK LEAVE RECORDS

As soon as possible after the close of each calendar year, the Employer shall advise the Sick Leave Bank in writing of the amount of Sick Leave accrued to each employee's credit and to the Bank.

(11) SICK LEAVE BANK COMMITTEE

The Sick Leave Bank Committee shall consist of two.

(2) union members and two (2) management representatives of the Employer.

Any disputes in regard to the administration of the sick leave plan as defined herein shall be submitted to the provincial arbitrators list and a mutually agreed name will be selected.

The arbitrator shall be chosen in a rotating manner. If the first name is unable to act, then the next in line shall hear the matter in dispute and give a final ruling within 72 hours from the day of appointment. That ruling shall be final and binding on both parties. Either party can submit a dispute to arbitration.

The parties recognize the purpose of a sick leave plan and the importance of using that plan responsibly and as intended. To that end, the parties shall cooperate in pursuing measures to improve the physical fitness, health and safety of employees and other measures designed to minimize the costs associated with sick leave.

(12) LEAVES OF ABSENCE

When an employee is granted an approved leave of absence, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of the leave of absence. Such credits may only be used by the employee after return to active duty.

(13) DAY OF IN LIEU

For the duration of this collective agreement the parties will maintain the program that recognizes employees who have demonstrated vigilant utilization of the sick leave benefit. The parties encourage employees to accumulate sick leave credits. An employee can earn a day (shift) off in lieu, once only for each 50 days (40 shifts) of sick leave accumulated. Statistics shall also be kept, and the program shall also apply to time beyond the 200-day (160-shift) limit, however, there shall be no sick leave accumulation beyond that limit. The day (shift) off in lieu shall be taken in the year earned and is not cumulative.

SCHEDULE "B" ARTICLE 26 SALARIES

		01-Jan 2020	01-Jan 2021	01-Jan 2022	05 April 2022	31 Dec 2022	Jan 1 2023
Sergeant		$105,077	$107,389	$109,752	$111,862	$113,896	$116,402
Corporal		-	-	-	-	-	-
1st Class Constable	**3 ½ Years Service**	$97,362	$99,504	$101,693	-	-	$103,930
2nd Class Constable	**2 ½ Years Service**	$91,208	$93,215	$95,266	$86,439*	-	$88,341*
3rd Class Constable	**1 ½ Years Service**	$89,723	$91,697	$93,714	$81,354*	-	$83,144*
4th Class Constable	**1 Year Service**	$80,463	$82,234	$84,043	$76,270*	-	$77,948*
Probationary Constable 2	**6 Months**	$75,071	$76,722	$78,410	$71,185*	-	$72,751*
Probationary Constable 1	**New Recruit**	$69,677	$71,210	$72,777	$66,100*	-	$67,555*

*new classification differentials

January 1, 2020 – 1.89% annual increase - plus.5% based on equivalent future savings from union acceptance of employer LTD proposal and plus .5% for the equivalent future savings from union acceptance of employer rank differential proposal.

January 1, 2021 – 1.7% annual increase - plus.5% based on equivalent future savings from union acceptance of employer LTD proposal

January 1, 2022 – 1.7% annual increase - plus.5% based on equivalent future savings from union acceptance of employer LTD proposal

January 1, 2023 – 1.7% annual increase - plus.5% based on equivalent savings from union acceptance of employer LTD proposal

All Salaries shall be paid weekly and deposited on Thursday of each week, not later than 8:00 am., into a bank account designated in advance by the employee.

On each pay day, each employee shall be provided with an itemized statement of wages, overtime, and other supplementary and deductions.

For the purpose of preparing weekly pay the annual salary shall be divided by 2,080 to produce an hourly rate expressed to the nearest whole percent.

The hourly rate x 8 = daily rate
The daily rate x 5 = weekly rate
The annual rate divided by 12 = monthly rate

LETTER OF AGREEMENT #1

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS, "The Employer"***

AND: ***THE SAINT JOHN POLICE ASSOCIATION***

"The Union" SUBJECT: **Terms of Reference – Labour/Management Committee**

WHEREAS the Employer and the Union are committed to a responsive, enthusiastic, and respectful work environment, where issues are resolved constructively and for the common good;

AND WHEREAS both parties believe, with due respect to the fundamental interests of each party, that good and ongoing communication is critical to an effective workplace;

IT IS HERETO AGREED that the parties establish the terms of reference for their Labour Management committee, as outlined herein.

General

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

Guiding Principles

The Labour/Management committee provides an opportunity for ***direct, open and free discussion***. Participants should be prepared to focus on workplace issues and to listen to the views expressed by others.

a. Participants should be those directly involved in the day-to-day application of the collective agreement, ie, departmental management and local representatives.

b. The Committee should be equal representation from the employer and the union.

c. Where possible, an agenda should be distributed at least three working days before the meeting. Minutes of meetings, outlining issues and actions, will be distributed to committee members within five working days.

d. Allow parties to caucus separately and in private, from time to time.

e. Separate "people" from the issues, avoid criticism of individuals.

f. Listen! Allow participants to express their views without interruption. Recognize that understanding the "other" point of view does not necessarily mean agreeing with it. Focus on interests and needs.

g. Be creative and open to ideas, look for solutions. h. Involve the other party in the search for solutions.

Functions of the Committee

The committee will concern itself with matters of the following nature:

a. questions that may arise in the application of the collective agreement, policy, procedure, methods, directives, past practices, etc;

b. constructive commentary and criticisms on all activities;

c. promoting co-operation and operating efficiency in effecting economic measures;

d. improving service to the public;

e. promoting safe and sanitary practices and the strict observance of safety procedures;

f. reviewing ideas and suggestions and following up on those with due respect for provisions of the collective agreement;

g. promoting education and training;

h. promoting positive and constructive dialogue between the parties in order to promote productivity, effectiveness and efficiency; and

i. generally promoting good relations in the workplace and elsewhere.

Meeting of Committee

The Committee shall meet monthly, on the last Tuesday of every month or as otherwise agreed, and/or at the request of either party if required.

Collective Agreement Provisions

The provision of the collective agreement form the contractual basis for this dialogue.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #2

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS, "The Employer"***

AND: ***THE SAINT JOHN POLICE ASSOCIATION***

"The Union" SUBJECT: SELECTION CRITERIA – POLYGRAPHIST POSITION

The parties agree that the following selection criteria will be used for the selection of the polygraphist position.

(1) THAT where the prerequisite of a course states ... "*at least five years criminal investigation experience* ...", it shall mean two (2) years experience in any combination within:

- Major Crime Unit
- Fraud
- Family Protection
- Street Crime
- Stolen Auto Investigations
- Traffic Investigations

Any individual not having two (2) years experience in one of the above positions will not be considered for the course.

(2) THAT the Chief of Police has informed the Canadian Police College that our selection process and that their representative shall only deem applicants as "*suitable*", not "*most meritorious*".

(3) THAT the "suitable" candidate with the most seniority shall be sent on the Polygraph Course.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER: **FOR THE UNION:**

LETTER OF AGREEMENT #3

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS, "The Employer"***

AND: ***THE SAINT JOHN POLICE ASSOCIATION "The Union"***

SUBJECT: Loss of Income Option

IT IS HERETO AGREED that the Employer shall work with injured employees and their Union to help alleviate loss of income resulting from injury on duty, subject to the following: the solution is shared (Employer-Union-employee); it complies with the *Workers' Compensation Act*; application will not result in a financial penalty to the Employer; and there remains an incentive to return to work.

The program shall provide that the Employer adopt a policy to pay the full cost of health, dental and group life insurance benefits, as well as pension plan premiums, during the period an employee is in receipt of payment under article 23.04(b) of the collective agreement. The Union shall pay the full cost of union dues.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER: Tamara Kelly

FOR THE UNION:

LETTER OF AGREEMENT #4

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS,***
"The Employer"

AND: ***THE SAINT JOHN POLICE ASSOCIATION***
"The Union"

SUBJECT: **Employer Change**

IT IS HERETO AGREED that, if a change is constituted in the governance of the Saint John Police Force the parties undertake to cooperate fully to ensure a smooth and effective transition, successor rights, and protection of the rights and benefits of present employees, as outlined in the collective agreement.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #5

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS,***
"The Employer"

AND: ***THE SAINT JOHN POLICE ASSOCIATION***
"The Union"

SUBJECT: **Security Clearance**

This will confirm that the same Level III Security Clearance Process provided to the Union during negotiations, will be used for the purposes of Article 22.07(ii) for the duration of the current Collective Agreement.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #6

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS,***
"The Employer"

AND: ***THE SAINT JOHN POLICE ASSOCIATION***
"The Union"

SUBJECT: **Summons Server**

The parties have agreed to an amendment to Article 3.05 of the Working Agreement, to permit the work of serving summonses to be performed by other than police officers.

It is understood and agreed that this will not result in members being served with subpoenas or summonses by third party process servers at home regarding their employment duties.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #7

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS, "The Employer"***

AND: ***THE SAINT JOHN POLICE ASSOCIATION "The Union"***

SUBJECT: **Coach Officers**

It is understood that the opportunity to be Coach Officers will be afforded to those members who have successfully completed the Coach Officer (Supervision Level 1) training course and who signify their willingness to act as such each year. When Coach Officers are required, the function will be offered to those who have signified their willingness to serve on a seniority basis until each member on the list has had the opportunity to act. A member may remove themself from the list at any time but will not be eligible to be placed on the list until the following year. The list will be updated annually.

Each Primary Coach Officer will receive .5 hours per shift (2 hours per rotation) of paid time off, in recognition of the performance of this function. Where the function has been shared between a Primary and Secondary Coach officer, the time off will also be shared on a pro-rata basis. This time off may only be utilized after the completion or interruption of the Coach Officer assignment.

A similar process will be used where Coach Officers are involved in the Cadet OJT training program. Members who have successfully completed the Coach Officer (Supervision Level 1) training course, and who signify their willingness to act as such each year, will be afforded the opportunity to supervise a cadet during their OJT training with the Saint John Police Force. When Coach Officers are required, the function will be offered to those who have signified their willingness to serve on a seniority basis until each member on the list has had the opportunity to act. A member may remove themself from the list at any time but will not be eligible to be placed on the list until the following year.

Each Primary Coach officer (or Secondary where the assignment is shared) would receive .5 hours per shift (2 hours per rotation) in paid time off, where he or she has worked as a Field Trainer with the assigned cadet. This time off may only be utilized after the completion or interruption of the Coach Officer assignment.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #8

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS,***
"The Employer"

AND: ***THE SAINT JOHN POLICE ASSOCIATION***
"The Union"

SUBJECT: **Mentoring Program**

Opportunities to receive experience in specialized positions shall be afforded as per article 9.03. Those in the four-month mentoring program shall not be eligible to apply for or receive specialized courses until the completion of this term.

A participant in the mentoring program shall be afforded the specific vacancy in the specialized unit during or by the end of the term. It is agreed this program will be used only in situations upon mutual agreement of the parties.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #9

BETWEEN: ***SAINT JOHN BOARD OF POLICE COMMISSIONERS, "The Employer"***

AND: ***THE SAINT JOHN POLICE ASSOCIATION "The Union"***

SUBJECT: **Time Off Requests**

It is understood and agreed that in considering requests for time off, Shift Supervisors and Watch Commanders will be guided by the following principles:

1. Requests for time off will be approved if the number of members requesting that time off does not exceed six (6) per platoon. For greater clarity, this includes up to five (5) employees on vacation as per Article 19.01(b), shift time as per article 15.02 (b)(ii), statutory holidays as per article 15.04, time off in lieu of overtime as per article 16.03(e)(ii), time off in lieu of court overtime as per Article 17.05, or any combination thereof.

   For greater clarity, paragraph 1 applies to annual time off selection only. All requests for time off after this annual leave selection will be approved based on the requirements under paragraph 3 below.

2. Vacation selection will continue to be governed by Article 19.01(b) of the Collective Agreement. Statutory holidays and floater time will continue to be selected in advance by seniority as per current practice. Subject to paragraph 3, it is understood that this means order of seniority within the classification/unit/platoon and is limited to one sergeant per platoon in addition to the sergeant permitted to be off on vacation. For greater clarity, up two (2) sergeants are permitted to be off at the same time.

3. Shift Supervisors and Watch Commanders continue to have the discretion to approve time off requests where the number of employees to be off exceeds six (6) provided that:

   · Requests will be considered in the order in which they are received;

   · Operational requirements must always be considered in determining whether to approve requests;

   · Shift supervisors and Watch Commanders shall, subject to operational requirements, approve requests for time off if the request would not result

in there being less than two (2) officers above the minimum deployments established by Article 15.08, for the months of July and August, the number of officers above the minimum rises to three (3);

· Shift supervisors and Watch Commanders shall, subject to operational requirements, approve requests made on the commencement of the shift requested, if the minimum deployment levels established by Article 15.08 are maintained;

· Employees that are transferred from a platoon for an assignment will be counted as part of the number available/working when a request for time off is submitted; and

· Training assignments will be limited to three (3) members per platoon at the same time. If the employer assigns more than three (3) members from a platoon at the same time for training, the number of members above three (3) will be counted as part of the number available/working when a request for time off is submitted.

The parties agree to review the effectiveness of this change in meeting the following goals:

· The avoidance of the necessity of the Employer in backfilling the positions when the member is on leave.

· The ability of members to obtain approval for such leave when requested.

Such review will take place prior to the expiry of the Collective Agreement and will be conducted on a joint basis.

This letter of agreement forms part of the collective agreement dated this 5 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

SHIFT CHANGE REQUEST

This memorandum is submitted as per Force Directive #90/196 requesting that:

Replacement Officer _____

Be Permitted to Work *Shift* _____

For *Regular Shift Officer* _____

Replacement Officer's Signature: _____

Regular Officer's Signature: _____

Sergeant Approval Signature: _____

S/Sgt. Approval Signature: _____

Dated: _____