

COLLECTIVE AGREEMENT

BETWEEN: THE ROTHESAY REGIONAL JOINT BOARD
OF POLICE COMMISSIONERS, the "Employer"

AND: THE COMMUNICATION DISPATCHERS
EMPLOYED BY THE ROTHESAY REGIONAL
JOINT BOARD OF POLICE COMMISSIONERS,
LOCAL 1905, CANADIAN UNION OF PUBLIC
EMPLOYEES, the "Union".

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THIS AGREEMENT made this 7th day of June, A.D., 2007.

BETWEEN: THE ROTHESAY REGIONAL JOINT BOARD OF POLICE COMMISSIONERS, hereinafter called the "Employer",

AND: THE COMMUNICATION DISPATCHERS EMPLOYED BY THE ROTHESAY REGIONAL JOINT BOARD OF POLICE COMMISSIONERS, LOCAL 1905, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter called the "Union".

ARTICLE 1 - PREAMBLE

01:01 It is the intention and purpose of the parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this agreement.

THE PARTIES THEREFORE AGREE:

ARTICLE 2 - MANAGEMENT RIGHTS

02:01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

02:02 Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:

- (a) hire, and for just cause, discharge, discipline and demote;
- (b) classify, promote and assign employees;

- (c) to be the judge of the qualification of employees;
- (d) to determine the numbers and jobs of employees required from time to time consistent with proper public service;
- (e) to maintain order, discipline and efficiency; and
- (f) to determine schedules, methods, sequences and locations of operations;
- (g) to hire temporary part-time employees who will not be members of the Bargaining Unit.

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

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

03:01 **Bargaining Unit** - The Employer recognizes the Canadian Union of Public Employees and its local 1905 as the sole and exclusive Bargaining Agent for, All Employees, and the term "Employee" wherever used in this Agreement without further qualification, shall mean a person employed on a full time basis by the Employer, as Communication Dispatchers.

03:02 **Work of the Bargaining Unit** - The Communication Dispatch System may be operated by any employee of the Employer whenever the regular dispatcher is on a break, leaves the shift due to illness or whenever a regular dispatcher, full or part-time is not available.

ARTICLE 4 - NO DISCRIMINATION

4:01 Each of the parties hereto agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised against any Employee for any reason.

04:02 It is agreed that the Human Right Code of the Province of New Brunswick and the Work Place Harassment Policy of The Rothesay Regional Police Commission will apply to this Collective Agreement.

ARTICLE 5 - UNION SECURITY

05:01 **Union Membership** - All future full-time Employees of the Employer shall, as a condition of continued employment, become and remain members of the Union within thirty (30) days of employment with the Employer.

05:02 **Expulsion/Suspension** - Notwithstanding 05:01 above, nothing in the Agreement shall require the Employer to discharge an Employee only because he/she has been expelled or suspended from membership in the Union.

05:03 **New Employees** - The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with union Security and Dues Check-Off.

05:04 **Copies of Agreement** - Within two weeks of a new Employee being hired, the Chief of Police or the Employee's immediate Supervisor shall introduce the new Employees to his/her Union Steward or representative. The steward or representative will provide the new Employee with a copy of the Collective Agreement.

05:05 **Interviewing Opportunity** - A representative of the Bargaining Unit shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

06:01 **Check-Off** - The Employer shall deduct and forward to the Secretary-Treasurer of the Union, initiation fees, assessments and monthly dues for all Employees who have been employed for a minimum of thirty (30) days accompanied by a list of the names of all Employees from whose wages the deductions have been made.

06:02 **Deductions** - The Employer agrees to make such deductions from the first pay of each month and to forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25th) day of the same month, together with a list of all Employees from whose wages the deductions have been made and the corresponding amount of their individual contributions.

ARTICLE 7 - CORRESPONDENCE

07:01 All correspondence arising out of this Agreement or incidental thereto shall pass to and from the Chief of Police and the Secretary of the Union with a copy to the President of the Local and the Employer.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

08:01 **Labour/Management Committee** - A labour/Management Committee shall be established, consisting of the Union Executive and an equal number of representatives of the Employer if so desired. This Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the public.

08:02 **Function of Committee** - The Committee will concern itself with matters of the following nature:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employee;
- (b) increasing operating efficiency by promoting co-operation in effecting economic moves;
- (c) improving of service to the public;
- (d) promotion of safety and sanitary practices and observance of safety rules;
- (e) reviewing suggestions from Employees;
- (f) promoting education and training of staff;
- (g) the Occupational Health and Safety Act of the Province of New Brunswick.

08:03 The Labour/Management, Health and Safety Committee may meet monthly if necessary or within six (6) calendar days at the written request of either Management or Labour. Any Union Representative shall have the privilege of attending committee meetings held within his/her scheduled working hours without loss of pay or benefits provided there is no additional cost to the Employer.

ARTICLE 9 - BARGAINING MANAGEMENT RELATIONS

09:01 **Representation** - No individual Employee or group of Employees shall undertake to represent the union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union will supply the Employer with names of its officers.

09:02 **Representative of the Canadian Union of Public Employees** - The Union shall have the right at any time to have the assistance of a Representative of C.U.P.E. when dealing with the Employer. Such Representative shall have access to facilities on the Employer's premises as

designated by the Chief of Police.

09:03 **Employer Representative** - The Employer shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE

10:01 **INFORMAL RESOLUTION**

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

Step Two - If the alleged grievance is not resolved in the Informal Resolution stage, the Employee shall take up his/her grievance with the Deputy Chief within 48 hours (exclusive of weekends and recognized holidays). The Deputy Chief shall render a decision within ten (10) working days (exclusive of weekends and recognized holidays). In the event the matter is not resolved, the Employee may proceed to Step Three.

Step Three - If the matter is not resolved at Step Two, the Employee may, within ten (10) working days from the date the matter was taken up with the Deputy Chief, present his/her grievance in writing either by personal service or registered mail to the Chief of Police or, in his absence, the person in charge. If the Employee receives no reply or does not receive satisfactory settlement within (10) working days from the date on which he/she presented his/her grievance to the person designated at the second level, he/she may proceed to Step Four.

Step Four - Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the Employee may present his/her grievance in writing to the

Chairman of the Board of Police Commissioners by personal service or by registered mail. Within ten (10) working days of receipt of the grievance by the Chairman, he shall forward a decision to the Employee. Failing a response from the Chairman of the Board within the time provided, the Employee may proceed to Step Five.

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

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

- 10:02** In any case where a hearing is held on a grievance at any level of the grievance process, the Employee shall be accompanied by a Representative or Agent of the Union.
- 10:03** In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this article have not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened, and the provisions of Subsection 73(3.1) of the N.B. Industrial Relations Act do not apply to this Collective Agreement.
- 10:04** Any matter giving rise to a dispute directly between the Union and the Employer, or any grievance resulting in loss of pay, shall be commenced at Step Three of the Grievance Procedure.
- 10:05** The parties may mutually agree to extend the time limits

specified herein.

- 10:06** All grievances shall be approved by the executive or the Grievance Committee of the Union signed by the Grievor and either the President of the Local or Chairman of the Grievance Committee.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11:01** **Discharge Procedure** - An Employee may be dismissed only for just cause and only upon the authority of the Employer. The Chief of Police may suspend an Employee with or without pay, but shall immediately report such action to the Employer. Such Employee and the Union shall be advised within forty-eight (48) hours in writing by the Employer of the reasons for such dismissal or suspension. A suspension with or without pay shall not exceed thirty (30) days.

- 11:02 (a)** **Warnings** - Whenever the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Employee with a copy to the Secretary of the Union.

- (b) No complaint against an Employee shall be acted upon unless the complaint is in writing and signed by the complainant.

- 11:03** **Written or Verbal Warnings** - Before any warning, written or verbal, can be placed on an Employee's record, he/she must be advised and have an opportunity to defend himself/herself. This will also apply to any disciplinary action taken against a member of the bargaining unit. Each Employee shall have the right to see his/her personnel record on request during regular business hours. Any

written or verbal warnings shall be removed from the Employee's record and shall not be used against him/her twenty-four (24) months after its occurrence, unless there has been a recurrence in that period.

- 11:04** **Unjust Suspension or Discharge** - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11:01, the employee shall be immediately reinstated to his/her former position without loss of seniority or any other benefit which would have accrued if he/she had not been suspended or discharged. One of the benefits which he/she shall not lose is regular pay during the period of suspension or discharge, which shall be paid at the end of the next complete pay period following reinstatement.

ARTICLE 12 - ARBITRATION

- 12:01** The provisions of the Industrial Relations Act and regulations of the Province of New Brunswick shall, subject to the modifications contained in this Agreement, apply to a grievance lodged under the terms of this Agreement.
- 12:02** In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Arbitrator or Board of Arbitration, as mutually agree, shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, as per the terms of this contract, and may give retroactive effect to its decision.

ARTICLE 13 - SENIORITY

- 13:01** **Seniority Defined** - Seniority is measured by length of service. Seniority shall date from the time the Employee

entered the service of the Employer, in a bargaining unit position.

13:02 **Seniority List** - Union to establish seniority amongst the existing staff members. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13:03 **Probationary Employees** - Newly hired employees shall be considered probationary Employees until they have worked 2080 regular working hours from the date of hiring. Upon completion of their probationary period, seniority shall date back to date of hiring. A probationary Employee shall be entitled to all benefits and rights of the Collective Agreement except that the Employer will not be obliged to demonstrate just cause in order to have the right to discharge a probationary Employee.

13:04 **Loss of Seniority** - If an Employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer, he/she shall not lose seniority rights. An Employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns;
- (c) he/she is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) after a layoff, he/she fails to return to work within five (5) working days, in addition to Article 14:01 after being notified to do so, unless through sickness or other just cause, in which case the Employer may require a

doctor's certificate. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address;

- (e) he/she is laid off for a period of longer than twelve (12) months. Seniority shall continue to accrue during any period of absence or leave authorized by the Employer.

13:05 Transfers Outside of the Bargaining Unit

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

ARTICLE 14 - LAYOFF AND RECALL PROCEDURE

14:01 Layoff and Recall Procedure - Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees having the required qualifications, ability and physical fitness, shall be laid off in the reverse order to their seniority, and shall be recalled in the order of their seniority. Upon receipt of notice of recall by registered mail, the recalled Employee shall declare his/her intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily with an Employee of lesser seniority.

14:02 Notice of Lay-Off - The Employer shall notify the Employee on the seniority list who is to be laid off twenty (20) working days before the lay-off is to be effective. If the laid off

Employee has not had the opportunity to work twenty (20) full days after notice of lay-off, he/she shall be paid in lieu of work for the part of twenty (20) days during which work was not made available.

- 14:03** **Continuation of Benefits** - The Employer agrees to pay full coverage to the group insurance plans for Employees laid off for periods of less than three (3) months.
- 14:04** **Grievance on Lay-Offs** - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step Three of the Grievance Procedure.
- 14:05** **Employee Recall** - No new Employees shall be hired until all laid off Employees have been recalled back to work.
- 14:06** **No Overtime** - Where overtime is required to cover vacant shifts and is known twenty-four (24) hours in advance, no overtime shall be performed by existing Employees before laid off Employees have been offered such work.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- 15:01** (a) **Job Postings** - When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of two (2) weeks in order that all Employees will know about the position and be able to make written application thereof. The Employer agrees to send by registered mail on the day this is posted a copy of the posting to all Employees who may be on vacation, sick leave, courses, etc. It will be the responsibility of the Employee to keep the Employer advised of his or her current address.

(b) The Employer shall make all members of the Bargaining Unit aware of all positions to be filled outside the Bargaining Unit.

15:02 **Information on Postings** - Such notice shall contain the following information:

Nature of Position

Qualifications

Required Knowledge and Education

Skills

Wage or Salary Rate or Range

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

15:03 **Trial Period** - The successful applicant shall be placed on a trial position for a period of six (6) continuous months and the promoted Employee shall be paid the rate of pay for such higher position. In the event the applicant proves unsatisfactory in the promoted position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority and any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to his/her former position without loss of seniority.

15:04 **Job Training** - The Employer shall inaugurate and maintain a system of "on the job" training so that every qualified Employee as determined by the Chief of Police shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising to the position next senior to his/her own.

- 15:05** **No Outside Advertising** - In the case of promotional positions, no advertisement for additional Employees shall be made until after such posting has been completed.
- 15:06** **Seniority and Ability** - Promotions shall be determined by seniority and ability; ability being the deciding factor.
- 15:07** **Fitness for Duty** - All permanent and probationary Employees shall be medically fit for the duties to which they are assigned or appointed. A medical examination by a duly qualified medical practitioner, acceptable to the Employer may be required by the Chief of Police for promotion. If the Employee does not medically qualify, he/she shall not be eligible for promotion due to a medically defined illness, not of a temporary nature.

**ARTICLE 16 - HOURS OF WORK TELECOMMUNICATION
DISPATCHERS**

- 16:01** (a) 2,080 hours is the normal total work year less vacation.
- (b) The Employer shall determine schedules, methods, sequences and location of operations.
- (c) Telecommunication Dispatchers shall report for duty a minimum of ten minutes prior to commencement of their scheduled shift.
- (d) The Employees will work a 12 hour shift as per present schedule
- 16:02** (a) It is agreed that floater days off will be assigned to employees to keep the yearly total hours of work in line with this Agreement. If there is an accumulation of hours at the end of the year over the normal work year of 2080 hours less vacation, these hours will be reimbursed at time and one-half.

(b) Floater days off will be picked by the members according to seniority and will not interfere with vacations, training courses or other human resource requirements which may arise from time to time. The Chief of Police has the authority to cancel and reschedule floater days off when necessary. If a member has his/her floater days off cancelled, he/she will be required to re-pick these days within fourteen (14) days. If he/she fails to comply within fourteen (14) days, the Chief of Police will reassign the days affected by such change.

(c) Floater days off may be picked by members following the vacation pick of all members as outlined in Article 19:03, subject to approval of the Chief of Police, his designate or shift NCO. Individual floater days may be picked at random throughout the year. It shall be the responsibility of the dispatcher to arrange for a replacement worker and to notify the Chief of Police (Designate) and the shift Sergeant.

(d) It shall be the responsibility of all members to ensure that all floater days off to which they are entitled are used within the time frame as outlined in 16:02(b) above within each year. If a member fails to allow sufficient time for the use of all of his/her floater days off, then he/she will lose those not used and will not be reimbursed for these days. In this instance only, Article 16:02(a) would not apply.

16:03

Breaks - It is agreed Employees shall be entitled to a one (1) hour meal break and two twenty (20) minute breaks (one to be taken during the first half and the other during the second half of the shift) during each shift. Employees will remain on premises and respond to emergency situations as directed by the Chief of Police or his designate.

16:04

Posting of Shift Schedule - Shifts shall be posted at least four (4) weeks in advance.

ARTICLE 17 - OVERTIME

- 17:01** **Overtime Payment** - All time worked in excess of the hours prescribed in 16:01 shall be paid for at the rate of time and one half.
- 17:02** **Court Time** - An Employee required to appear as a witness at any Court or Coroner's Inquest and required as a result of his/her employment duties or at any time or place which is not in the Employee's regular hours of work shall be paid a minimum of four (4) hours at his/her overtime rate. Eight (8) hours at time and one-half if called back from holidays, plus one vacation day off. Any witness fees received shall be returned to the Employer. Court time remuneration shall not be pyramided.
- 17:03** **Court Outside Regional Limits** - Any Employee covered by this working agreement designated by the Chief of Police or subpoenaed to appear as a witness at any Court outside the regional limits shall be given \$40.00 per day for meals calculated as follows: breakfast \$8.00, lunch \$12.00, dinner \$20.00 (no receipts required) plus actual cost of reasonable lodging (receipts required). Employees designated to take their personal car for transportation shall be paid at the current provincial mileage rate. This Article shall also apply to any Employee designated by the Employer to go outside the regional limits for any other reason. The Employer agrees to pay legitimate expenses to any Employee within a two week period.
- 17:04** **Call Out** - When an Employee covered by this Agreement is called for any time outside regular working hours and reports for duty, he/she shall be paid a minimum of three (3) hours at overtime rate of pay.

- 17:05** **Sharing of Overtime** - Reasonable effort will be made by the Employer to divide overtime equally among the Employees engaged in similar types of operations and who are qualified as determined by the Chief to perform the work that is available.
- 17:06** **Travel** - When an Employee is away on course or Employer business, the Employee shall be provided ten Dollars (\$10.00) per day except where such travel is within 25 kms the rate shall be five Dollars (\$5.00) per day for miscellaneous expenses provided by Employer and reasonable time off, as mutually agreed, shall be provided to travel to a distant location.
- 17:07** **Time off in Lieu of Overtime** - Employees may take time off in lieu of pay for all overtime worked. The time off shall be given at the applicable overtime rate at a time mutually agreed between the Chief of Police and the Employee concerned.
- 17:08** **Operational Call Out from Vacation** – When an employee is called out to work while on vacation, he/she will be entitled to one and one half (1 ½) of the rate of pay for the hours worked plus an extra eight (8) hours off.

ARTICLE 18 - HOLIDAYS

- 18:01** The following shall be considered paid holidays:
- New Year's Day
 - Good Friday
 - Easter Monday
 - Queen's Birthday
 - Canada Day
 - New Brunswick Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and, any day proclaimed by the federal or provincial government

18:02 All employees on the seniority list will receive one (1) full extra day's pay for each of the above holidays, along with their regular pay provided the employee works his regularly scheduled days before and after the holidays, unless excused by the Chief of Police, or equivalent time off by mutual agreement of the parties, or the employee is off for some reason to which he/she is covered by the Collective Agreement. One (1) full day, eight (8) hours equals the holiday pay.

ARTICLE 19 - VACATION

- 19:01** (a) Employees within the Bargaining Unit shall be entitled to: A proportional amount of two weeks vacation or 4% for time worked for the first part year of service.
- (b) It is agreed that full time employees who have been employed by the Employer for six months or more during the first calendar year of service will be considered to have completed one full year of service for the purposes of the Vacation Article.
- (c) Employees with one, two or three year of service will be entitled to two weeks (80 regular scheduled hours) vacation or 4% of the Employees total yearly earnings, which includes regular wages and overtime.
- (d) Employees with four years of employment shall receive three weeks (120 regular scheduled hours) vacation or 6% of the Employees total yearly earnings, which includes regular wages and overtime.

(e) Employees with ten years of service shall receive four weeks (160 regular scheduled hours) vacation.

(f) Employees with fifteen years of service shall receive five weeks (200 regular scheduled hours) vacation.

(g) After twenty years of employment – 200 hours plus 8 hours for each additional year of employment.

(h) Each week of vacation is understood to be forty (40) hours.

19:02

(a) **Vacation Pay on Termination** – An Employee terminating his/her employment at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

(b) **Vacation Pay on Retirement** - On retirement, an Employee shall be entitled to the same vacation or vacation pay which he/she would have earned if he/she had continued in employment to the end of the calendar year. If hired after January 1, 2007, the employee will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19:03

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

19:04

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

19:05 **Illness or Bereavement During Vacation** - Sick Leave or Bereavement Leave shall be substituted for vacation where it can be established by the Employee that the illness or accident occurred during his/her vacation, such illness or accident to have been sufficiently serious that it would normally have necessitated the Employee remaining away from work. Bereavement Leave of three (3) days shall be substituted for vacation in accordance with Article 21:03 of this Collective Agreement.

ARTICLE 20 - SICK LEAVE

20:01 **Sick Leave Defined** - It is recognized by all that Management, the Employer and the Employees should work together to prevent abuse of the sick leave provisions. Sick Leave means the period of time when an Employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

20:02 **Amount of Sick Leave** - Sick Leave shall be earned by the Employee at the rate of one and one-half days (12 hours) for every month of service to a maximum of two hundred (200) days or 1600 hours. During any given year (January 1 – December 31) there will be no accumulation of sick leave credits for any month in which the employee has used sick leave, after using 48 hours of sick leave in the same year (for 2007, the period of time to be considered will be from June 1 – December 31).

20:03 **Deduction from Sick Leave** - A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave defined above.

20:04 **Proof of Illness** - A medical certificate must be presented if

requested by the Employer for proof of illness. The Chief of Police has the authority to decline to apply sick leave credits to an Employee injured in any paid employment outside the Employee's regular duties.

20:05 **Sick Leave Records** - After the close of each calendar year and not later than January 30th of each year, the Employer shall advise each employee in the Union in writing of the amount of sick leave accrued to his/her credit.

20:06 **Unavailable for Work** - When an Employee is scheduled to work and is unavailable because of illness, he/she shall give reasonable notification to the Chief of Police or officer in charge as soon as possible of his/her unavailability. The Employee is expected to provide an estimated date of his/her return to work and is required to update the Chief or the Officer in Charge of any change in status.

20:07 **Union Sick Leave Bank** - The Employer and the Union shall establish a joint Sick Leave Bank Committee with credits accumulated by deductions of one (1) day per annum from each employee's accumulated sick leave. The committee may, by withdrawal from the Sick Leave Bank, grant sick leave with pay to an employee who, for example, through a prolonged illness, has exhausted his/her sick leave credits, vacation, floater days off and accumulated time owed.

20:08 (a) In case of an emergency where no other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled after notifying his/her supervisor to use a maximum of five (5) accumulated sick leave days per illness. As soon as other arrangements can be made, a person other than the employees must provide these needs.

(b) An employee shall be entitled to utilize the provisions of Article 20:08 (a) once per calendar year. For a second or

subsequent leave as outlined in Article 20:08 (a) the employee will be required to use his/her floater days, vacation, or accumulated overtime to compensate for the time off required. If their entitlement in the same calendar year has been depleted, the employee will be entitled to draw upon their entitlement for the following year.

- 20:09** **Sick Leave Abuse** - Abuse of any or all sections of Article 20 by the Employee shall result in disciplinary action.
- 20:10** **Extension of Sick Leave** – An employee with more than one (1) year of service, who has exhausted his/her sick leave credits shall be allowed an extension of sick leave to a maximum of one hundred and twenty (120) hours. Upon return to duty, the Employee shall repay the extension of sick leave in full before he/she accumulates sick leave again. It is further understood that any Employee utilizing the provisions of sick leave will be required to exhaust his/her sick leave, then substitute remaining vacation, floater days off and accumulated time owed as sick leave, with the final step utilizing the provisions of the one hundred and twenty (120) hours advance Union Sick Leave Bank time.
- 20:11** **Sick Leave Bank Application** – An Employee who has exhausted his/her sick leave credits, vacation and floater days per the provision of Article 20:10 will be required to complete a Union/Employer approved "Sick Leave Bank Application (see Appendix "A" for approved application form) as part of the process of applying for sick leave credit from the Sick Leave Bank. The Sick Leave Bank Committee has the right to deny sick leave to any employee who does not satisfy the Sick Leave Bank Committee of the legitimacy of his/her claim. It is the responsibility of the Employee to submit the completed Application Form to the Sick Leave Bank Committee.
- 20:12** **Retirement Sick Leave** -Employees having sick leave to their credit shall after five years of service and upon

retirement due to age or illness receive 50% of said sick leave in salary, to a maximum of 125 days.

or,

Employees retiring due to age or illness after five years of service shall receive one month's salary for each five years of service or fraction thereof to a maximum of six months salary.

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

For any employee hired after January 1, 2007, he/she having sick leave to their credit, shall after five years of service and upon retirement due to age or illness, receive 75% of said sick leave in salary, to a maximum of 1200 hours. The provision for receiving wages for each five years of service or fraction thereof, will not apply to any employee hired after January 1, 2007.

20:13

Fitness For Duty –

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

(b) An Employee with a disability which impacts his/her ability to carry out the duties to which he/she is (or may be) assigned or appointed is entitled to reasonable accommodation to the point of undue hardship. It is recognized that the Employer, the Union and the affected Employee each have distinct duties and responsibilities in the accommodation process.

(c) Each Employee shall cooperate with the Employer in providing such information as may reasonably be required by the Employer for the purposes of Article 20:13. It is recognized by all parties that the Employer is only entitled to request such information as is relevant for the purposes of Article 20:11 and Article 20:14.

20:14 **Medical Information** – Medical information from the Employee’s physician(s) may be required by the Employer.

- (a) where there is any question as to the medical fitness of the employee to carry out the duties to which he/she is (or may be) assigned or appointed , and/or, (Section 20:14 is not intended to deal with periodic short term absences/illnesses.)
- (b) Where the Employee has applied for promotion, to ensure that the Employee is medically fit for the duties of the position to which he/she has applied

Where the medical information provided to the employer under Article 20:14 is not satisfactory to the Employer, the Employer may request:

- (a) that the Employee’s physician(s) provide such additional information as may reasonably be expected by the Employer and/or
- (b) that the Employee undergoes a medical examination (or functional capacity evaluation) by an alternate medical practitioner or other duly qualified health care professional acceptable to the parties.

20:15 **Cost of Obtaining Information** - The Employer is responsible for the cost of obtaining any information requested under Article 20:14.

20:16 **Temporary Disability** – When an Employee has a temporary illness or injury which incapacitates him/her so that he/she is not able to perform his/her own occupation, the following benefits shall be afforded where applicable:

- (a) Sick Leave Entitlement, or
- (b) Union Sick Leave Bank, or

(c) Workplace Compensation

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

20:17

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

In the event that the Long Term Disability Benefits are denied or are terminated by the plan holder, the provisions of Article 20:16 will continue to apply to the Employee.

20:18

Confidentiality of Medical Information – The Employer agrees to store the Employee's health information separate and apart from the Employee's other personal records and undertakes to restrict access to such information to the Management Personnel involved in dealing with that Employee's case. The Employer agrees not to release any such information to any third party without the consent of the Employee, except as may be required by law.

20:19

Medical Certificate – A medical certificate from the Employee's physician(s) may be required by the Employer:

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

- 20:20** **Cost of Obtaining Medical Certificate** – The Employee is responsible for obtaining any medical certificate requested under Article 20:19 (a) or (b).
- 20:21** **Applying for LTD** – An Employee who is on sick leave as per Article 20:01 should apply for LTD if he/she expects that they will be off work for an extended period of time. If he/she is not accepted for LTD the benefits of Article 20:16 (a) and (b) will apply.
- 20:22** **Severance** - All Union members shall be entitled to a severance package in the event that present dispatch duties are eliminated. A fair and reasonable severance package shall be negotiated at such time of job elimination. In the event that the parties to this agreement cannot agree on a severance package, the issue shall be decided through arbitration.
- 20:23** **Pro-rating Vacation and Floater Days** – In the event that an Employee has been absent from duty as a result of being on Long Term Disability and is able to return to duty, his/her Vacation and Floater Days will be pro-rated for the year in which they are returning. This will be based on the remaining time left in the calendar year once the Employee has returned to work.

ARTICLE 21 - LEAVE OF ABSENCE

- 21:01** **Union Representatives** - Representatives of the Union shall suffer no loss of pay, benefits or seniority for time involved in negotiations or with respect to a grievance (not including arbitration preparation or hearings) and they shall have the privilege of attending to this function during scheduled working hours where permission has been granted by the Chief of Police.
- 21:02** **Leave of Absence** - Leave of absence without loss of pay

may be granted upon request to Chief of Police to Employees elected or appointed to represent the Union at Union Convention or other meeting called by organizations in which Bargaining Unit is affiliated to a maximum of three (3) days a year.

21:03 **Bereavement Leave** – Time off with pay (inclusive with the date of death) shall be granted as follows:

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

21:04 **Family Leave** - Employees shall be granted three (3) days' leave of absence without loss of pay in the event of being left homeless through fire, flood or any act of God.

21:05 **General Leave** - The Chief of Police shall grant leave of absence with pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, sick time will not be deducted.

21:06 **Education Leave** - The Chief of Police shall grant leave of absence with pay and without loss of seniority to any Employee selected by the Chief of Police for technical advancement in the Employee's work area.

21:07 (a) Maternity Leave A pregnant Employee wishing to take maternity leave must –

(1) advise her Employer four (4) months prior to the possible delivery date or as soon as her pregnancy is confirmed, whichever is later;

(2) provide her Employer with a medical doctor's certificate confirming pregnancy and the probable delivery date;

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

Employer shall grant the Employee maternity leave without pay of seventeen (17) weeks or a shorter period if the Employee wishes at any time beginning no earlier than eleven (11) weeks prior to the probable delivery date.

The Employer may require the pregnant Employee to begin a leave of absence without pay when she can no longer reasonably perform her duties, or the performance of work is materially affected by her pregnancy. Such Employer imposed leave of absence is in addition to any maternity leave to which the Employee is entitled under the Employment Standards Act as a result of her pregnancy.

(b) Seniority Status during Maternity Leave

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

(c) Employer Payment of Employee Benefits during Maternity Leave

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

(e) Where, due to unforeseen medical reasons, certified by a medical practitioner of the Employers choice, further maternity leave may be granted for a period, not exceeding sixty (60) days.

(e) Procedure upon return from Maternity Leave

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

ARTICLE 22 - PAYMENT OF WAGES

22:01(a) **Pay Days** - The Employer shall pay salaries and wages every second week at noon on Friday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day, every Employee shall be provided with an itemized statement of his wages and deductions. If a regular pay falls on a holiday, pay periods shall be received earlier. Pay periods shall terminate on every second Friday.

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

22:02 **Legal Fees** - The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action initiated against an Employee by virtue of the lawful performance of his/her employment duties except in the case of gross misconduct or gross misjudgement.

22:03 **Educational Course** – Upon successful completion, the Employer shall pay 50% of the cost of any course of instruction for an Employee to better qualify to perform his/her job, as assigned and approved by the Chief of Police.

ARTICLE 23 - WELFARE BENEFITS

23:01 (a) **Medical Insurance** - The Employer agrees to pay 100% of the cost of the Life Insurance.

(b) The Employer agrees to pay 100% of the costs of a Group Medical Plan, including dental, at least equivalent or better than the plan now in existence. The Employee will pay 100% of all dispensing fees. Notwithstanding the above, any increases in the present premium cost of the drug; dental and extended health plans, (Family \$309.51 – Single \$95.71) beyond 5% per year cumulative, shall be shared equally by the Employer and the Employee.

Further to the above, the parties agree to form a Benefits Committee to review all options in managing the costs of the plan.

(c) The Employee agrees to pay 100% of the cost of the Long Term Disability Insurance Plan.

(d) It is agreed that retired communication staff employees will have the right to belong to the extended health care benefits portion of the Forces' health plan at their own expense and at no cost to the Union or the Employer.

(e) While an employee is on LTD, benefits will continue as per Articles 23:01(a) and (b). It is further understood that an Employee receiving benefits under LTD will not be entitled to accumulate sick leave credits and/or vacation or floater day entitlement.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24:01 "Technological Change" shall mean:

(a) the introduction by the Employer into its workplace, undertaking or business, of equipment or material of a

different nature or kind than that previously used in the operation of the workplace, undertaking or business, and

(b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

24:02 If the Employer decides to effect a technological change that is likely to affect adversely the security of employment, rights, wages or working conditions of Employees:

(1) the Employer shall give the Union notice of the technological change at least 30 days prior to the date on which the change is to be effected.

(2) the notice shall be in writing and shall state:

(a) the nature of the technological change;

(b) the date upon which the Employer proposes to effect the change;

(c) the approximate number and type of Employees likely to be affected by the change;

(d) the effect the change is likely to have on the security of employment, rights, wages or working conditions of Employees affected.

(e) The Employer shall attempt to assist Employees in finding alternate employment.

ARTICLE 25 - GENERAL CONDITIONS

25:01 **No Strike or Lockout** - The Union agrees that there shall be no strike, slowdowns or interruption of work and the Employer agrees that there shall be no lockout of members of the Union during the term of this Agreement.

25:02 **Changes in Agreement** - Any changes deemed necessary

in this Agreement may be made by mutual agreement any time during the existence of this Agreement.

ARTICLE 26 - COPIES OF AGREEMENT

26:01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement with no cost to the Union or its members.

ARTICLE 27 - HANDICAPPED WORKERS' PROVISION

27:01 The Employer will attempt to provide alternate employment for an Employee who is unable, through illness or injury, to perform his/her normal duties.

ARTICLE 28 - DURATION

28:01 (a) **Term of Agreement** - This Agreement shall be in effect and binding on the parties hereto from January 1, 2007 to December 31, 2010.

(b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout occurs, whichever occurs first.

28:02 Upon receipt of such notice, negotiations to conclude an Agreement shall commence within twenty (20) days following such notice.

28:03 This Agreement shall be binding, not only upon the parties to the Agreement, but also upon their successors and assigns.

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

SIGNED THIS 7TH DAY OF JUNE, A. D., 2007.

**THE COMMUNICATION
DISPATCHERS EMPLOYED
BY THE ROTHESAY REGIONAL
JOINT BOARD OF POLICE
COMMISSIONERS
CUPE LOCAL 1905**



**PRESIDENT
CUPE, LOCAL 1905**



COMMUNICATIONS DISPATCHER

**THE ROTHESAY REGIONAL
JOINT BOARD OF POLICE
COMMISSIONERS**



**CHAIRPERSON
POLICE COMMISSION**



**VICE-CHAIRPERSON
POLICE COMMISSION**

APPENDIX "A"

SICK LEAVE BANK APPLICATION

ROTHESAY REGIONAL POLICE

EMPLOYEE'S NAME: _____

As per Article 20:11 of the Collective Agreement. I hereby authorize
_____ to release my medical information as it
pertains to my ability and capacity to perform the duties of a Communications
Dispatcher for the Rothesay Regional Police Force.

SIGNATURE: _____

TO THE MEDICAL PRACTITIONER:

- (a) Describe the conditions that this Employee cannot perform which could impact on his/her ability to perform the duties of a Communications Dispatcher for the Rothesay Regional Police Force.
- (b) Advise of the probability of the Employee returning to work as a Communications Dispatcher for the Rothesay Regional Police Force.
- (c) If such a return to work is anticipated, the date that it could occur, and
- (d) Advise as to the duties or types of duties that the Employee may be capable of performing.

NOTE: The information above must be provided to the Sick Leave Bank Committee prior to approval of provisions of the sick Leave Bank.

APPENDIX "B"

Wages will be calculated as follows:

January 1, 2006	\$17.73 per hour
January 1, 2007 (2.5%)	\$18.17 per hour
July 1, 2007 (2.5%)	\$18.62 per hour
January 1, 2008 (2%)	\$18.99 per hour
July 1, 2008 (2%)	\$19.37 per hour
January 1, 2009 (2%)	\$19.76 per hour
July 1, 2009 (2%)	\$20.16 per hour
January 1, 2010 (3%)	\$20.76 per hour

MEMORANDUM OF UNDERSTANDING

The Bargaining Unit shall provide for one (1) designated Supervisory Position to be created as soon as is reasonably possible in 2007. The Supervisory Position will be drawn from one of the existing four full time employees of the Communications Centre. The Employer undertakes to begin a promotional process as soon as is reasonably possible in 2007 to identify the most suitable candidate for the position.

Sgt. Evan W. Scott

Chief Stephen N. McIntyre