

**Collective Agreement**  
**between**  
**Kennebecasis Regional Police Force**  
**and**  
**CUPE Local 1905**

January 1, 2024 to December 31, 2028

<b>ARTICLE</b>	
	<b>COLLECTIVE AGREEMENT</b>
	<p><b>BETWEEN: THE KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS, the “Employer”</b></p> <p><b>AND: THE POLICE OFFICERS EMPLOYED BY THE KENNEBECASIS JOINT BOARD OF POLICE COMMISSIONERS, LOCAL 1905, CANADIAN UNION OF PUBLIC EMPLOYEES, the “Union”</b></p> <p><b>JANUARY 1, 2024 – DECEMBER 31, 2028</b></p>
	<p><b>THIS AGREEMENT</b> made as of this _____ day of August, A.D., <b>2024.</b></p> <p><b>BETWEEN: THE KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS</b>, hereinafter called the “Employer”,</p> <p><b>AND: THE POLICE OFFICERS EMPLOYED BY THE KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS, LOCAL 1905, CANADIAN UNION OF PUBLIC EMPLOYEES</b>, hereinafter called the “Union”,</p>
	<b>ARTICLE 1 – PREAMBLE</b>
<b>01:01</b>	<p>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 and to ensure efficient and effective policing for the communities served by the Kennebecasis Regional Police Force.</p> <p><b>THE PARTIES THEREFORE AGREE:</b></p>
	<b>ARTICLE 2 – MANAGEMENT RIGHTS</b>
<b>02:01</b>	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 Employers.
<b>02:02</b>	<p>Without limiting the generality of the foregoing, it is agreed that the Employer has the exclusive right to:</p> <ul style="list-style-type: none"> <li>(a) Hire, transfer within the department and, for just cause, discharge, discipline and demote;</li> <li>(b) Classify, promote and assign / transfer employees within the department;</li> <li>(c) To be the judge of qualifications of employees;</li> <li>(d) To determine the numbers and jobs of employees required from time to time consistent with proper public service;</li> <li>(e) To maintain order, discipline and efficiency;</li> <li>(f) To determine schedules, methods, sequences and locations of operations.</li> </ul>

	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.
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<b>ARTICLE 3 – RECOGNITION AND NEGOTIATIONS</b>	
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<b>03:01</b>	<p><b><u>Bargaining Unit</u></b></p> <p>The Employer recognizes the Canadian Union of Public Employees and its local 1905 as the sole and exclusive Bargaining Agent for all Employees, other than those holding the ranks of Inspector, Deputy Chief and Chief of Police and those excluded by the Industrial Relations Act.</p>
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<b>03:02</b>	<p><b><u>Work of the Bargaining Unit</u></b></p> <p>Persons whose regular jobs are not in the Bargaining Unit shall not replace any regular employee on any job which is included in the Bargaining Unit except in cases of emergencies, where regular employees are not available. “Emergency” shall be defined as something that was not known twelve (12) hours before its occurrence.</p>
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<b>ARTICLE 4 – NO DISCRIMINATION</b>	
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<b>04:01</b>	Each of the parties hereto agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced against any Employee for any reason.
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<b>04:02</b>	It is agreed that the Federal and Provincial Human Rights Legislation will apply to this Collective Agreement.
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<b>ARTICLE 5 – UNION SECURITY</b>	
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<b>05:01</b>	<p><b><u>Union Membership</u></b></p> <p>All future 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.</p>
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<b>05:02</b>	<p><b><u>Expulsion/Suspension</u></b></p> <p>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.</p>
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<b>05:03</b>	<p><b><u>New Employees</u></b></p> <p>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 the Union Security and Dues Check-off.</p>
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<b>05:04</b>	<p><b><u>Orientation of the Agreement</u></b></p> <p>Within two (2) weeks of a new Employee being hired, the Chief, Manager of Human Resources or designate will provide the new Employee with a copy of the Collective Agreement and introduce the new Employee to their Union Steward or representative. The parties will review the Collective Agreement with the new employee to acquaint the Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Union.</p>
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<b>ARTICLE 6 – CHECK-OFF UNION DUES</b>	
<b>06:01</b>	<p><b><u>Check-Off</u></b></p> <p>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 names of all Employees from whose wages the deductions have been made.</p>
<b>06:02</b>	<p><b><u>Deductions</u></b></p> <p>The Employer agrees to make such deductions from each pay and to forward the same to the Secretary-Treasurer of the Union not later than the twenty-fifth (25<sup>th</sup>) of the same month, together with a list of all Employees from whose wages the deductions have been made and the corresponding amount of each employee's deduction.</p>

<b>ARTICLE 7 – CORRESPONDENCE</b>	
<b>07:01</b>	<p>All correspondence arising out of this Agreement or incidental thereto shall pass to and from departmental representatives and the President of the Union with a copy to the Bargaining Agent.</p>

<b>ARTICLE 8 – LABOUR/MANAGEMENT COMMITTEE</b>	
<b>08:01</b>	<p>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. Any union representative shall have the privilege of attending committee meetings held within their scheduled working hours without loss of pay or benefits provided there is no additional cost to the Employer.</p>
<b>08:02</b>	<p><b><u>Function of Committee</u></b></p> <p>The Committee will concern itself with matters of the following nature:</p> <ul style="list-style-type: none"> <li>(a) To work collaboratively with Management and Human Resources providing input on employee/labour relations issues to ensure a positive working relationship between the Employer and Employees;</li> <li>(b) Increasing operating efficiency by promoting cooperation in workforce planning process;</li> <li>(c) Improving of service to the public and working conditions;</li> <li>(d) Provide input on any Joint Health and Safety concerns ensuring adherence to the Occupational Health and Safety Act of the Province of New Brunswick;</li> <li>(e) Reviewing suggestions from Employees;</li> <li>(f) Promoting education and training of staff. Employee Training will be a standing agenda item;</li> <li>(g) Lead the Union Sick Bank Committee;</li> <li>(h) All other issues and subjects so noted in this Agreement or as deemed appropriate by the Committee.</li> </ul>

	<b>ARTICLE 9 – BARGAINING MANAGEMENT RELATIONS</b>
<b>09:01</b>	<p><b><u>Representation</u></b></p> <p>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.</p> <p>No Employee shall be required or permitted to make a written or verbal agreement with the Employer which is in violation of the terms of this Agreement.</p>
<b>09:02</b>	<p><b><u>Representative of the Canadian Union of Public Employees</u></b></p> <p>(a) The Union (including Local Union Representatives) shall have the right at any time to have the assistance of a Representative of CUPE when dealing with the Employer. Such Representative shall have access on the Employer’s premises as designated by the Chief of Police. The Union shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Employer.</p> <p>(b) Where the Employer requests a formal meeting with the employee to discuss performance issues it shall provide adequate notice and disclose the nature of the meeting request to the employee. Employees shall have the right to have local Union representation.</p>
<b>09:03</b>	<p><b><u>Employer Representative</u></b></p> <p>The Employer shall have the right at any time to have the assistance of consultants, legal or otherwise, when dealing with the Union.</p>
<b>09:04</b>	<p><b><u>Interest-Based Negotiations</u></b></p> <p>The parties may agree to apply the principals of interest-based negotiation in jointly striving to resolve disputes which may arise in the workplace. The principles of interest-based negotiation are: process counts; focus on issues, not personalities; focus on interests, not positions; jointly discuss and evaluate options; and to create options to satisfy.</p>
<b>09:05</b>	<p><b><u>Regulations/Policies</u></b></p> <p>Subject to the Police Act, if there is any conflict between the provisions of the Regulations and/or Policies governing the Kennebecasis Regional Police Force and the provision of this Agreement, the provisions of the latter shall govern.</p>

	<b>ARTICLE 10 – GRIEVANCE PROCEDURE</b>
<b>10:01</b>	<p>When an 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 concerned and/or Human Resources if applicable.</p> <p>If the matter is not resolved, the Employee shall within sixty (60) days of the known Grievance, forward the Grievance in writing to the Union. The Union will consider the merits of the Grievance.</p> <p><b>STEP 1:</b> If the Grievance is considered legitimate by the Union, a copy shall be sent to the Chief of Police. A Union Official 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.</p>

	<p><b>STEP 2:</b> If the alleged Grievance is not resolved at the informal resolution stage, the Union shall take up their Grievance with the Chief of Police within ten (10) working days (exclusive of weekends and recognized holidays). The 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 Union may proceed to Step 3.</p> <p><b>STEP 3:</b> Failing a response satisfactory to the union from the Chief of Police and upon the expiration of the ten (10) day period referred to therein, the Union may present the Grievance in person or in writing to the Chair of the Board for review by the Board. The Board shall meet with the Union if requested and respond in writing to the Union within ten (10) working days from the date the Grievance was presented at the third level.</p> <p><b>STEP 4:</b> Arbitration: Failing a satisfactory response at Step 3, the Union may, within twenty (20) working days from the date of the response should have been received, proceed to Arbitration.</p>
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 Union Official.
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 has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
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 3 of the Grievance Procedure.
10:05	The parties may mutually agree to extend the time limits specified herein.
10:06	<b>Technical Objections to Grievance</b> – No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable.
10:07	All grievances shall be signed by a Union Official.

	<b>ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE</b>
11:01	<p><b>Police Act Governs</b> – Any discipline, suspension or dismissal of a police officer shall be conducted according to the New Brunswick Police Act and Regulations and shall remain in effect for the term of this Collective Agreement.</p> <p>If any law is passed rendering any provision of the New Brunswick Police Act or Regulations null and void, the parties shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void. Should the parties fail to achieve agreement, the parties shall submit the matter(s) to binding arbitration under the Industrial Relations Act.</p>
11:02	<p><b>Service Records of Discipline</b></p> <p>(a) Notwithstanding the provisions of the Code of Professional Conduct Regulation – Police Act, the parties recognize that the employer is required to comply with the disclosure requirements established by R. v. MacNeil regardless of the time that has passed since the event causing the discipline occurred. Appropriate confidentiality shall be maintained with respect to such disciplinary records.</p>

	(b) While not restricting Part A above, any counselling or negative report that is entered into an employee's personal record shall be rescinded after a period of 12-months from the date of counselling provided that no further counselling occurs and shall not be used against an employee for any reason after the record is removed. Before any negative written report or counselling comments can be placed on any employee's record, he/she must be advised and have an opportunity to defend himself/herself. Each employee shall have the right to see their personal record on request during regular business hours.
<b>11:03</b>	Upon request made in writing to the Chief of Police by the union President, The Chief will reconsider reassignment of an accused Officer under section 26.8(2)(b) of the NB Police Act to the point of undue hardship giving consideration to the seriousness of the allegation, the public interest and the reputation of the KRPF and the Board, while awaiting the results of an arbitrators ruling provided any delays in the arbitration process are outside the officers control before section 26.8(3) is applied. The request and response will respect the timeline in the Act, and will outline the reasons for the delays in the arbitration process to which the Chief will provide in writing reasons for the decision before section 26.(3) is applied to the officer

	<b>ARTICLE 12 – ARBITRATION</b>
<b>12:01</b>	The provision of the Industrial Relations Act and regulations of the Province of New Brunswick shall apply to a grievance lodged under the terms of this Agreement.
<b>12:02</b>	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 agreed, 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.

	<b>ARTICLE 13 – SENIORITY</b>
<b>13:01</b>	<b><u>Seniority Defined</u></b>  Seniority is measured by length of service. Seniority shall date from the time the Employee entered the service of the Police Department on the first day worked in permanent employment.
<b>13:02</b>	<b><u>Seniority List</u></b>  The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
<b>13:03</b>	<b><u>Probationary Employees</u></b>  Newly hired Employees shall be considered Probationary Employees until they have worked 2080 Regular Working Hours from the date of hiring. This may be comprised of a maximum of 1040 regular hours worked for KRPF prior to full time employment, excluding Cadets on the job training, provided that not more than three (3) months has elapsed from the end of the term prior to being hired as a Probationary Employee. A Probationary Employee shall be entitled to all benefits and rights of the Collective Agreement. Chief or Designate may assign Probationary Employees to hours of work other than as specified in Article 16:01.  For experienced officers hired at a higher pay classification any subsequent classification/pay increases will be withheld to the end of the probationary period. The Chief or designate may extend a probationary period if warranted due to documented performance concerns or if the probationary period is interrupted.

<p><b>13:04</b></p>	<p><b><u>Loss of Seniority</u></b></p> <p>If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer, he/she shall not lose seniority rights. An Employee shall only lose their seniority, and their employment deemed terminated in the event:</p> <ul style="list-style-type: none"> <li>(a) He/she is discharged for just cause and is not reinstated;</li> <li>(b) He/she resigns and is not reinstated in five (5) working days;</li> <li>(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;</li> <li>(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 their current address;</li> <li>(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.</li> </ul>
<p><b>13:05</b></p>	<p><b><u>Retention of Seniority Rights</u></b></p> <p>Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all Employees with the new Employer.</p>
<p><b>13:06</b></p>	<p><b><u>Transfers Outside of Bargaining Unit</u></b></p> <p>No Employee shall be transferred to a position outside of 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 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 their seniority within the Bargaining Unit. The above applies only to permanent appointments. Acting appointments do not apply.</p>
<p><b><u>ARTICLE 14 – LAYOFF AND RECALL PROCEDURE</u></b></p>	
<p><b>14:01</b></p>	<p><b><u>Layoff and Recall Procedure</u></b></p> <p>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 their intention to return to work within fifteen (15) calendar days of receipt of the notice of recall. The Employer may fill a vacancy temporarily within an Employee of lesser seniority.</p>
<p><b>14:02</b></p>	<p><b><u>Notice of Layoff</u></b></p> <p>The Employer shall notify the Employee on the seniority list who is to be laid off thirty (30) calendar days before the layoff is to be effective. If the laid off Employee has not had the opportunity to work thirty (30) full days after notice of layoff, he/she shall be paid in lieu of work for the part of thirty (30) days during which work was not made available.</p>

14:03	<p><b><u>Continuation of Benefits</u></b></p> <p>The Employer agrees to pay full coverage to the group insurance plans for Employees laid off for periods of less than three (3) months. This does not apply to Long Term Disability.</p>
14:04	<p><b><u>Grievance on Layoffs</u></b></p> <p>Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.</p>
14:05	<p><b><u>Employee Recall</u></b></p> <p>No new Employees shall be hired until all laid off Employees have been recalled back to work.</p>
14:06	<p><b><u>No Overtime</u></b></p> <p>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.</p>

<p><b><u>ARTICLE 15 – PROMOTIONS, POSITION REASSIGNMENTS, &amp; TRAINING</u></b></p>	
15:01	<p>(a) <b><u>Job Postings</u></b> – To fill a vacancy or a newly created position inside the Bargaining Unit, the Employer shall post notice of the position by email, in the Employer’s offices, for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application thereof. The Employer agrees to send by electronic 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 and the union advised of their current contact information.</p> <p>(b) The Employer shall make all members of the Bargaining Unit aware of all positions to be filled outside of the Bargaining Unit.</p>
15:02	<p><b><u>Information on Postings</u></b></p> <p>Such notice shall contain the following information:</p> <ul style="list-style-type: none"> <li>• Nature of Position Qualifications</li> <li>• Required Knowledge and Education</li> <li>• Competencies &amp; Proficiency Levels</li> <li>• Skills</li> <li>• Wage or Salary Rate or Range</li> <li>• The qualifications shall not be established in an arbitrary or discriminatory manner.</li> </ul> <p>It is understood that the development, review and updating of position specific competency job profiles will be developed in partnership between the Union, the Employer and Human Resources.</p>
15:03	<p><b><u>PROMOTION BOARDS AND PROCESS</u></b></p> <p>Promotion boards will include at least one member appointed by the Union of equal or higher rank of the position being sought.</p> <p>Promotion process will be developed using best industry standard practices including competency-based management and be facilitated by KRPF Human Resources.</p>

	<p>Promotional process can be subject to a variety of tools and processes including:</p> <ul style="list-style-type: none"> <li>• Competency Based Management</li> <li>• Testing</li> <li>• Interviews</li> <li>• Written Submissions</li> <li>• Reference Checks</li> </ul> <p>In cases where candidates are deemed equal in ability, seniority will prevail.</p> <p>The Senior Leadership Team is committed to working with the Union in ensuring promotion and staffing processes are governed by professional human resource practices which are defensible, meet industry standards and are transparent to the degree possible.</p> <p>All promotional material shall be kept on file by the Chief of Police or their designate for a period of twelve (12) months. If a grievance is filed the employer will make available all information related to all candidates to the CUPE National Union Representative at step two of the grievance procedure.</p>
15:04	<p><b><u>No Outside Advertising</u></b></p> <p>In the case of promotional positions, no advertisement for additional Employees shall be made until after such positing has been completed.</p>
15:05	<p><b><u>Promotions Requiring Higher Qualifications</u></b></p> <p>In case of promotion requiring higher qualifications, the Employer shall give consideration to the senior Employee who does not possess the required qualifications, but is preparing for qualification prior to filling a vacancy. Such Employee will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.</p>
15:06	<p><b><u>Selection – Police Constable Positions</u></b></p> <p>(a) When a vacancy occurs in a specialized position or technical constable position, such vacancy shall be posted in accordance with Article 15:01.</p> <p>(b) The selection of officers for specialized/technical positions will be done by the Employer in a manner that respects the requirements outlined in the position profile and the process outlined in the Specialized/Technical Position Reassignment Policy created in collaboration between the employer and the Union.</p>
15:07	<p><b><u>Minimum Number of Members</u></b></p> <p>There shall be a minimum of four (4) uniformed union members on duty each shift, throughout the year. Up to two (2) union members on a given platoon will be allowed to take vacation at the same time, subject to minimum number of members being maintained as known at the time of booking.</p>
15:08	<p><b><u>Temporary Contract Employees</u></b></p> <p>(a) Temporary Contract Employees: At the sole discretion of the Chief of Police a temporary Contract Employee may be hired to fill a vacancy as a result of an Employees secondment</p>

to another agency, extended illness or leave of absence. Contract Employees shall not be hired with any intention to replace full time compliment vacancies.

(b) All Contract Employees shall be members of the Union. Contract employees working longer than 6 months will be entitled to the following benefits:

- (1) If the Contract Employee is hired with no or very limited policing experience (i.e. direct out of the Academy), the rate of pay at hiring will be at probationary constable wages.
- (2) After one year of satisfactory performance, the rate of pay for Contract Employees will be determined by the Employer.
- (3) Contract employees working less than 6 months will receive Vacation and Statutory Pay equivalent to the current provision of the New Brunswick Employment Standards Act.
- (4) Sick Leave will be provided as per Article 20:00 of the Collective Agreement with the exception of Article 20:08.
- (5) Contract Employee working a full-time contract in excess of six (6) months shall be otherwise entitled to all other benefits and rights of the Collective Agreement first day of work, except for Maternity Leave and Layoff. After being awarded a permanent position, all continuous employed service to the community will be recognized for Vacation calculation, Retention Premium pay and promotional process (i.e. to Senior Constable, Corporal and/or Sergeant). Short-Term contracts less than six months of employment will not be utilized as a replacement for calling in officers for overtime as per the conditions of this agreement.

15:09

**Training**

(a) **Posting of Courses**

The Employer shall post all available Police Training Courses which are offered each year. Courses shall be distributed fairly among qualified Employees as determined by the Chief of Police. A list shall be posted by e-mail indicating the successful applicants.

(b) **Training Time**

- (1) For every day attending a recognized police course, one half hour (.5 hour) of study and preparation will be recognized as time worked.
- (2) Pre-Approved training outside 15.10 d) 2) and scheduled outside an officer's regular shift, if time cannot be balanced as mutually agreed, will be recognized as overtime under article 17.07 and banked at the overtime rate.

Where training is scheduled for an 8-hour day it shall be recognized as a shift worked for the balancing of time off.

- (3) The Employer will compensate additional preparation time to select courses that require additional preparation/homework with justification through the Labour Management Committee and with approval of the Chief of Police.

(c) **Travel Time**

Travel time outside of scheduled working hours shall be compensated each way by way of time off commensurate within the following parameters:

- Course within 40km - 0
- Course within 180km – 2 hours
- Course within Province of New Brunswick over 180km – 4 hours
- Course at APA/PEI or Western part of Nova Scotia to Truro – 4 hours
- Course in Nova Scotia East of Truro – 5 hours
- Travel by plane – 8 hours for every travel day and layovers beyond the employee’s control

**(a) Training Days (Recertification)**

- (1) The Employer is responsible to provide on-going 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 police work. To this end, the parties agree that “training” will be a standing agenda item for discussion on the Labour Management Committee meeting in order to discuss and make recommendations on training for employees. The Chief of Police shall continue to have the sole discretion to approve training for members.
- (2) Members will be required to attend a minimum of three eight (8) hour training days at the discretion of the Chief of Police. In compensation for these days, every member working a twelve (12) hour shift schedule will receive this time as additional floater time off which will be governed by Article 16:02 on Floaters.
- (3) This article is not meant to restrict the possibility of scheduling of training days in place of providing floater days if such an arrangement makes operational and financial sense for the organization.

**(b) Training Courses**

Any Employee scheduled for training of at least a week within the Saint John area will not be scheduled to work the day before and after the training. Where an Employee is working the night shift, they will be relieved from duty at 12:01am on the day previous to the training.

Any Employee scheduled for training out of the Saint John area and training of at least a week, 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 days. Employees’ regular earnings will not be reduced.

**ARTICLE 16 – HOURS OF WORK**

**16:01**

**Hours of Work**

All members on platoon duty shall follow the shift rotation as shown below:

- (a) Two (2) shifts of 6:00 am to 6:00 pm
- (b) Twenty-four (24) hours off
- (c) Two (2) shifts of 6:00 pm to 6:00 am

The Parties may agree to change the hours of work or work weeks at any time during the term of the contract.

	<p>(d) Four (4) days off.</p> <p>(e) All members on platoon duty will report to duty ten (10) minutes prior to the commencement of the shift to facilitate briefing.</p> <p>(f) All plainclothes officers shall be scheduled to work a forty (40) hour week. The Shift Schedules shall be posted at least fourteen (14) days in advance but can be altered for operational requirements or by mutual agreement with the Employee.</p> <p>(g) It is agreed Management has the right to move members of the twelve (12) hour platoons to perform special assignments and other needs on a temporary basis. When such a move takes place and the member receives less than twenty-four (24) hours prior notice of the change, he/she shall be entitled to four (4) hours overtime payment.</p> <p>(h) 2080 hours is the normal total work year less vacation.</p>
<p><b>16:02</b></p>	<p><b><u>Floater Days</u></b></p> <p>(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 payable on the first pay day of the following year.</p> <p>(b) Floater days will be administered through the shift Sergeant. Floater days will be picked by the members within each Platoon according to seniority and will not interfere with vacations, training courses or other human resource requirements which may arise from time to time. Dates selected are subject to the approval of the Employer. While the Employer will endeavor to avoid this, the Employer has the authority to cancel and the employee can reschedule floater days at another date subject to the policy on floaters. Floater days off will be picked by members following the vacation pick, on each Platoon, as outlined in Article 19:03.</p> <p>(c) Guidelines for picking floater days will be developed by a Sub-Committee of the Labour Management Committee in a policy document.</p> <p>(d) In the event that an Employee has been absent from duty as a result of being on Long Term Disability, Worker's Compensation, Maternity/Parental leave or other extended leaves greater than 6 months, and is able to return to duty, their Vacation Entitlement and Floater Days (if applicable) 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.</p> <p>Floater time allocated in the year the absence occurs will be adjusted based on hours worked during that calendar year</p>
<p><b>16:03</b></p>	<p><b><u>Breaks</u></b></p> <p>It is agreed Employees shall be entitled to a one (1) hour meal break and two (2) 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; provided always that the Employee will respond to calls and no overtime shall be payable as a result thereof.</p>
<p><b>16:04</b></p>	<p><b><u>Posting of Schedule</u></b></p> <p>(a) Shifts shall be posted no later than December 1st for the following year.</p>

	<p>(b) If an officer will be assigned a new platoon in the New Year that requires the Officer to work more than 16:01 a, b, c, and d, then the employer shall approve up to forty-eight (48) hours off between the two shifts and hours will be adjusted according to the start date of the new schedule.</p>
<p><b>16:05</b></p>	<p><b><u>Working Conditions</u></b></p> <p>No police officer shall be required to perform any job which is not part of their regular duties as a police officer.</p>

	<p><b><u>ARTICLE 17 – OVERTIME</u></b></p>
<p><b>17:01</b></p>	<p><b><u>Overtime Payment</u></b></p> <p>Overtime worked in excess of the hours prescribed in 16:01 shall be paid for at the rate of time and one-half.</p> <p>If called in to work on Christmas, the overtime shall be paid at twice (2x) the rate of pay for all hours worked between 12:01am to 11:59pm December 25.</p> <p>Due to all yearly statutory holidays being automatically compensated at 1.5 X the regular rate of pay for all shift workers, scheduled time worked on Christmas between the noted hours will be compensated at an additional 0.5X to the 1.5X rate.</p>
<p><b>17:02</b></p>	<p><b><u>Court Time</u></b></p> <p>(a) An Employee required to appear as a witness at any Court or Coroner’s Inquest and required as a result of their 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 their overtime rate. Eight (8) hours at time and one-half if called back from holidays, plus one vacation day off (8 hours). Any witness fees received shall be returned to the Employer. Court time remuneration shall not be pyramided.</p> <p>(b) In the interest of preventing unnecessary Court appearances and reducing unnecessary payment, an up-to-date Court Schedule will be maintained by the KRPF Court Section. It will be the responsibility of all members to make contact with such section to determine whether their Court Appearance is still required. Where the Court Appearance is cancelled within twenty-four (24) hours of the scheduled appearance, the member shall be paid as per the provisions of Article 17:02.</p> <p>(c) Every effort will be made to prevent the scheduling of required Court Appearances during a members night shifts. When a member is scheduled to appear in Court on the day following their night shift, the member shall be required to take six (6) hours off with pay, during the latter part of the first night shift, at the beginning or the latter part of the second night shift. The selection of the six (6) hours off shall be arranged with the shift supervisor as soon as possible. It is understood that overtime will be paid for replacement of the member in order to maintain minimum staffing. When receiving time off under this Article, 17:02(a) shall not apply.</p> <p>(d) Members who are required to appear in court while on leave and receiving insurance benefits i.e. LTD, WorkSafe, Maternity/Paternity Leave can receive lieu time at the rate indicated in 17:02(a) in lieu of payment. It will be the responsibility of the employee who opts to receive payment to report income earned to their insurance provider as required by the Plan.</p>

	<p>(e) Retired or previously employed officers will be compensated at their previous rate of pay when subpoenaed to court.</p> <p>(f) Members on extended leave are required by law to appear in court. Depending on the nature of the absence, a member not able fulfill this obligation must provide medical documentation to the Chief of Police.</p>
<p><b>17:03</b></p>	<p><b><u>Court/Police Business Outside Regional Limits</u></b></p> <p>Any member covered by this working agreement designated by the Chief of Police to attend business related functions or subpoenaed to appear as a witness at any Court or Hearing outside the regional limits shall be entitled to make claims as follows in the currency of travel:  Breakfast \$18.00 - if departed from home prior to 6am  Lunch \$25.00,  Dinner \$36.00 - if away from home after 6pm)  Total Daily meal allowance is \$79.00 when all conditions apply. No receipts required.</p> <p>The employer will cover actual cost of reasonable lodging (receipts required) or will allow \$60 to be claimed per one overnight, if private accommodation is obtained. No receipts required for private accommodations.</p> <p>Notwithstanding the above, where meals are provided on course etc., the above meal allowance shall not be applicable. Members designated to take their personal car for transportation shall be paid at the current provincial mileage rate. This Article shall also apply to any member designated by the Employer to go outside the regional limits for any other reason. The Employer agrees to pay legitimate expenses to any member within a two (2) week period.</p> <p>When a Member is away on course or police business on overnight travel, the Employee shall be provided miscellaneous expenses at the rate of twenty dollars (\$20.00) per day.</p>
<p><b>17:04</b></p>	<p><b><u>Call Out</u></b></p> <p>When an Employee covered by this Agreement is called for any time outside their regular working hours and reports for duty, they shall be paid a minimum of four (4) hours at their overtime rate of pay.</p> <p>Furthermore, when employees are required to extend a shift as well as start a shift early, to work a scheduled event like the annual Christmas parade, both groups will be paid a minimum of four (4) hours at their overtime rate of pay.</p>
<p><b>17:05</b></p>	<p><b><u>Ordered in</u></b></p> <p>When an employee covered by this agreement is ordered into work for any time outside their regular working hours for duty they will be compensated a minimum of four (4) hours at double (2x) time their regular rate for all hours worked. The Employer will have the discretion who is ordered to work under article 17.06 (b).</p>
<p><b>17:06</b></p>	<p><b><u>Sharing of Overtime</u></b></p> <p>(a) 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. The Employer agrees to strongly adhere to this practice and shall post not later than January 30th of each year a list showing:</p> <p>(1) The amount of overtime worked; and</p>

	<p>(2) The amount of overtime offered, but declined by each Employee in the previous calendar year.</p> <p>(b) Under emergency situations, the shift supervisor, or members of the Senior Leadership Team, may disregard the overtime call out list.</p>
<b>17:07</b>	<p><b><u>Time Off in Lieu of Overtime</u></b></p> <p>(a) Employees may take time off in lieu of pay for all overtime worked. The time off shall be given at the overtime rate.</p> <p>(b) For budgetary planning reasons, all unused or un-booked accumulated lieu time up to June 30<sup>th</sup> will be paid off on the first pay period in July and all accumulated or un-booked lieu time up to October 31<sup>st</sup> will be paid on the first pay period of November. After October 31<sup>st</sup>, all overtime must be paid or approved to be taken as time off before December 31.</p>
<b>17:08</b>	<p><b><u>Operational Call-Out from Vacation</u></b></p> <p>When a member is called out to work while on vacation, he/she will be entitled to a minimum of eight (8) hours at time and one-half for all hours worked and another day off (8 hours).</p>

	<p><b><u>ARTICLE 18 – HOLIDAYS</u></b></p>
<b>18:01</b>	<p>The following shall be considered paid holidays:</p> <ul style="list-style-type: none"> <li>• New Year’s Day</li> <li>• Third Monday in February</li> <li>• Good Friday</li> <li>• Easter Monday</li> <li>• Queen’s Birthday</li> <li>• Canada Day</li> <li>• New Brunswick Day</li> <li>• Labour Day</li> <li>• Truth and Reconciliation Day</li> <li>• Thanksgiving Day</li> <li>• Remembrance Day</li> <li>• Christmas` Day</li> <li>• Boxing Day</li> <li>• And any other day proclaimed by the Federal or Provincial Government or the Employer</li> </ul>
<b>18:02</b>	<p>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 their 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.</p>
<b>18:03</b>	<p>Statutory Holidays will be paid in twenty-six (26) equal amounts.</p>

19:01	<p><b>ARTICLE 19 – VACATION</b></p>
	<p><b><u>Vacation Entitlement</u></b></p> <p>Employees within the Bargaining Unit shall be entitled to:</p> <ul style="list-style-type: none"> <li>(a) Contract Employees under six (6) months, Vacation will be compensated at 4% of all hours worked.</li> <li>(b) Upon hiring, Employees will be entitled to a proportional amount of two (2) weeks of vacation time or 4% of gross wages accumulated for time worked for the first partial year of service.</li> </ul> <p>For the following full year, January 1st to December 31st the Employee will be entitled to two (2) weeks vacation time.</p> <p>At the end of that year, December 31<sup>st</sup>, they will be considered to have completed two (2) years of employment for the purpose of calculating vacation time entitlement.</p> <ul style="list-style-type: none"> <li>(c) On January 1<sup>st</sup> of the year after completing two (2) years of employment – 120 hours of vacation time.</li> <li>(d) On January 1<sup>st</sup> of the year completing seven (7) years employment – 160 hours of vacation time.</li> <li>(e) On January 1<sup>st</sup> of the year completing fourteen (14) years of employment – 200 hours of vacation time.</li> <li>(f) On January 1 of the year completing twenty (20) years of employment – 208 hours of vacation plus eight (8) hours for each additional year of employment.</li> <li>(g) Each week of vacation is understood to be forty (40) hours.</li> <li>(h) For clarification purposes, the vacation year shall be from January 1st to December 31st.</li> <li>(i) An employee absent from work for a period greater than 6 months (e.g. LTD, Maternity/Parental Leave, Worker’s Compensation, extended sick leave, and/or other approved leaves) will not accrue vacation during the period of their leave.</li> <li>(j) Upon termination or return from extended leaves as described above (with the exception of Maternity/Parental Leave – See Article 20:19) if the full year of compensated service (2080 hours) is not completed, a proportional amount of vacation entitlement will be calculated based on the portion of time worked during that vacation year.</li> <li>(k) Any unused accumulated vacation that a member is entitled to based on active service but was unable to take by December 31<sup>st</sup>, due to an approved leave of absence, will be paid in full upon return to work or end of employment.</li> </ul>

19:02	<p><b><u>VACATION PAY AT THE END OF EMPLOYMENT</u></b></p> <p>(a) <b><u>Vacation Pay on Termination</u></b></p> <p>An Employee terminating employment at any time in their vacation year, before using the vacation to which they are entitled in Article 19, shall be entitled to a payment of salary or wages equivalent to the unused vacation to which the employee is entitled based on the portion of time worked in that vacation year. See Article 19:01 (j) above.</p> <p>(b) <b><u>Vacation Pay on Retirement</u></b></p> <p>Upon retirement notice within the year to which pensionable age is reached, an Employee shall be entitled to the same vacation time or vacation pay to which they would have been entitled if they had continued in employment to the end of the calendar year.</p>
19:03	<p><b><u>Preference in Vacation</u></b></p> <p>Vacations shall be arranged between the Employees and the Chief of Police on or before January 15<sup>th</sup> of each year. Preference in choice of vacation dates shall be determined by seniority of service using the Bid Process in OSL and subject to approval of the Chief of Police. Vacation may be carried over from one year to the next, with the agreement of the employer. Any carryover vacation will be submitted after February 15<sup>th</sup> for approval.</p> <p>Employees are limited to three (3) weeks' vacation on their initial vacation selection during the prime time, June, July, August, and September.</p> <p>Additional vacation days earned as per Article 19:01(e) will also be chosen by seniority, as in above. However, these individual days will be chosen once all regular vacation weeks have been picked by Platoon members. Once a member accumulates four (4) extra days of vacation, this will act as a block of four (4) shifts and will be chosen with their initial vacation pick.</p> <p>Floater days will be picked once all vacation weeks and days have been chosen. Preference in picking floater days will be governed by seniority using the Bid Process entered in OSL by February 15<sup>th</sup> each year. After February 15<sup>th</sup> floater dates may be requested or changed at a later date according to Floater Policy guidelines if dates are available and shift minimums can be met at time of booking. Seniority does not allow senior members to displace previously booked time of junior members.</p>
19:04	<p><b><u>Vacation Schedule</u></b></p> <p>Vacation schedules shall be posted by January 31<sup>st</sup> 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.</p>
19:05	<p><b><u>Illness or Bereavement During Vacation</u></b></p> <p>Sick Leave or Bereavement Leave shall be substituted for vacation where it can be established by the Employee that an illness or accident occurred during their 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.</p>

19:06	<p><b><u>Interruption of Regular Days Off</u></b></p> <p>Regular days off immediately before and after the vacation period shall not be interrupted by scheduled Court appearances or any operational call out. Where such is unavoidable, the member shall be paid as per the provision of Article 17:02.</p>
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	<p><b>ARTICLE 20 – SICK LEAVE</b></p>
20:01	<p><b><u>Sick Leave Defined</u></b></p> <p>It is recognized by all that Management, 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, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workman’s Compensation Act.</p>
20:02	<p><b><u>Amount of Sick Leave</u></b></p> <p>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 and fifty (250) days (2000 hours).</p> <p>If an employee has reached their maximum rate of accumulation, all unused hours for every calendar month of service shall be credited into the Local Union Sick Leave Bank.</p> <p>Sick Leave accumulation will be suspended after using 60 hours uncertified sick time in a calendar year until such time as a meeting is held between the employee, their supervisor, and the HR manager, to discuss sick time usage; access to employee health benefits and possible attendance support measures if applicable.</p> <p>Once the meeting has been held, accumulation will resume and lost sick time will be returned.</p> <p>(a) Shift workers who use up to twenty-four (24) hours sick leave in a calendar year, regardless of how much sick time they have accumulated in their sick bank (less than 250 hours), will have half (50%) of those sick hours used put back into their sick bank at the end of the calendar year at a rate of 1.5 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of 18 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(b) Day shift workers who use up to sixteen (16) hours sick leave in a calendar year, regardless of how much sick time they have accumulated in their sick bank (less than 250 hours), will have half (50%) of those sick hours used put back into their sick bank at the end of the calendar year at a rate of 1.5 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of 12 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(c) If an employee has reached two hundred and fifty (250) hours and is prescriptive to the provisions as set out in sections (a) and (b) regarding the amount of sick time used for a shift worker or a day shift worker, they will have half (50%) of those sick hours used put back in their sick bank at the end of the year at a rate of 2 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of (a) 24 and (b) 16 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(d) If an employee has reached five hundred (500) hours and is prescriptive to the provisions as set out in sections (a) and (b) regarding the amount of sick time used for a shift worker or a day shift worker, they will have half (50%) of those sick hours used put</p>

	<p>back in their sick bank at the end of the year at a rate of 2.5 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of (a) 30 and (b) 20 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(e) If an employee has reached one thousand (1000) hours and is prescriptive to the provisions as set out in sections (a) and (b) regarding the amount of sick time used for a shift worker or a day shift worker, they will have half (50%) of those sick hours used put back into their sick bank at the end of the year at a rate of 3 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of (a) 36 and (b) 24 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(f) If an employee has reached fifteen hundred (1500) hours and is prescriptive to the provisions as set out in sections (a) and (b) regarding the amount of sick time used for a shift worker or a day shift worker, they will have half (50%) of those sick hours used put back into their sick bank at the end of the year at a rate of 3.5 times. If a worker in this category does not use any sick time in the calendar year, they will receive the maximum incentive of (a) 42 and (b) 28 hours added to their sick bank. This time will not be used to go to the Union sick bank.</p> <p>(g) At two thousand (2000) hours when an employee is NOT ELIGIBLE to accumulate any more sick time in their bank, they shall earn 4 hours per month for each that they remain at 2000 hours maximum and will be paid 35% for all such credit not to exceed 16.80 hours pay once per year.</p>
<b>20:03</b>	<p><b><u>Deduction from Sick Leave</u></b></p> <p>A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave defined above.</p>
<b>20:04</b>	<p><b><u>Proof of Illness</u></b></p> <p>A Medical Certificate must be presented if requested by the Employer for proof of illness. The Employer will cover all expenses for medical documentation requested.</p>
<b>20:05</b>	<p><b><u>Sick Leave Records</u></b></p> <p>After the close of each calendar year and not later than January 30<sup>th</sup> of each year, the Employer shall advise each employee in the Union in writing of the amount of Sick Leave accrued to their credit.</p>
<b>20:06</b>	<p><b><u>Sick Leave Without Pay</u></b></p> <p>Sick Leave without pay shall be granted for a period of up to twelve (12) months to an Employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave is granted.</p>
<b>20:07</b>	<p><b><u>Unavailable for Work</u></b></p> <p>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 their unavailability. The Employee is expected to provide an estimated date of their return to work and is required to update the Chief or the Officer in Charge of any change in status.</p>

<p><b>20:08</b></p>	<p><b><u>Extension of Sick Time</u></b></p> <p>(a) An Employee with more than one (1) year of service, who has exhausted their 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 their accumulated sick leave, then substitute remaining vacation, floater days off and accumulated time owed as sick leave, with the final step utilizing the provision of one hundred and twenty (120) hours advance Union Sick Leave Bank time.</p> <p><b>(b) <u>Local Union Sick Leave bank</u></b></p> <p>The Employer and the Union shall establish a joint Sick Leave Bank Committee and develop and maintain a sick bank policy. The sick leave bank will be maintained with credits accumulated by deduction 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 their own sick leave credits, vacation, floater days off and accumulated time owed.</p> <p><b>(c) <u>Sick Leave Bank Application</u></b></p> <p>An Employee who has exhausted their sick leave credits, vacation and floater days as per the provision of Article 20:08(b) 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 their claim. It is the responsibility of the Employee to submit the completed Application Form to the Sick Leave Bank Committee.</p>
<p><b>20:09</b></p>	<p>Abuse of any Section of Article 20 by the Employee shall result in disciplinary action.</p>
<p><b>20:10</b></p>	<p><b><u>Retirement Sick Leave</u></b></p> <p>Employees having sick leave to their credit shall after five (5) 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.</p> <p>OR</p> <p>Upon retirement notice within the year in which pensionable age is reached as per NBMEPP pension eligibility requirements or resigning with medical documentation indicating a permanent disability from policing that cannot be accommodated to the point of undue hardship, after five (5) years of service shall receive one (1) months' salary for each five (5) years of service or fraction thereof to a maximum of six (6) months' salary.</p> <p>Employees shall have the option of choosing either of the above option upon retirement due to age or illness.</p>
<p><b>20:11</b></p>	<p><b><u>Fitness for Duty</u></b></p> <p>(a) All Employees shall be medically fit for the duties to which they are (or may be) assigned or appointed.</p> <p>(b) An Employee with a disability which impacts their ability to carry out the duties to which he/she is (or may be) assigned or appointed is entitled to reasonable accommodation to</p>

	<p>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.</p> <p>(c) It is recognized by all parties that the Employer is only entitled to request such information as is relevant for the purpose of Article 20:12 and Article 20:13 e.g. description of limitations impacting ability to work; estimated return to duty, etc.</p>
<p><b>20:12</b></p>	<p><b><u>Medical Information</u></b></p> <p>Medical information from the Employee's physician(s) may be required by the Employer.</p> <p>(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 20:13(a) is not intended to deal with periodic short-term absences/illnesses).</p> <p>(b) Where the Employee has applied for specialized Unit/Technical Position reassignment, to ensure that the Employee is medically fit for the duties of the position to which he/she has applied.</p> <p>Where the medical information provided to the Employer under Article 20:13 is not satisfactory to the Employer, the Employer may request:</p> <p>(c) That the Employee's physician(s) provide such additional information as may reasonably be expected by the Employer, and/or</p> <p>(d) 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.</p>
<p><b>20:13</b></p>	<p><b><u>Cost of Obtaining Medical information</u></b></p> <p>The Employer is responsible for the costs of obtaining any information requested under Article 20:12.</p>
<p><b>20:14</b></p>	<p><b><u>Temporary Disability</u></b></p> <p>When an Employee has a temporary illness or injury which incapacitates them so that they are not able to perform their own occupation, the following benefits shall be afforded where applicable:</p> <p>(a) Sick Leave entitlement, or</p> <p>(b) Union Sick Leave Bank (<i>to the maximum limit as defined in policy as developed by the Joint Union Sick Bank Committee</i>), or</p> <p>(c) Workplace Compensation.</p> <p>When the available medical information indicates an employee is medically fit to do so, they can be assigned suitable modified duties within the police force at the rate of pay for their rank. Temporary Disability for purposes of this article may include issues stemming from pregnancy that may interfere with active duty.</p> <p>Medical Certificate from the Employee's physician(s) may be required by the Employer:</p> <p>(1) where the Employee has been absent from work for more than two (2) working days, or</p>

	<p>(2) where an 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 purpose of this Article, the twelve (12) month period shall be from January 1 to December 31.</p>
<b>20:15</b>	<p><b><u>Permanent Disability</u></b></p> <p>Where the available medical information indicates that an Employee is unable to perform the duties of their own occupation on a permanent basis, and the Employer cannot accommodate their limitations without undue hardship, the Employee shall make application for Disability Benefits under the Long-Term Disability Plan.</p> <p>In the event that a suitable permanent accommodation cannot be found, the provisions of Article 20:14 may apply to the Employee on a temporary basis and the Employee, the Employer, the Union and the Manager of HR will work collaboratively to explore all alternative benefit and insurance options available to the employee including Worker's Compensation; Long term Disability; federal Disability Benefits; and alternative employment if applicable.</p>
<b>20:16</b>	<p><b><u>Confidentiality of Medical Information</u></b></p> <p>The Employer agrees to store Employee health information separate and apart from the Employees other personal records and undertakes to restrict access to such information to the Management Personnel involved in dealing with that Employee's case. The Employee agrees not to release any such information to any third party without the consent of the Employee, except as may be required by law.</p>
<b>20:17</b>	<p><b><u>Pro-Rating Vacation, Sick Credits and Floater Days</u></b></p> <p>(a) In the event that an Employee has been absent from duty as a result of being on Long Term Disability, Worker's Compensation, Maternity/Parental leave or other extended leaves greater than 6 months, and is able to return to duty, their Vacation Entitlement and Floater Days (if applicable) 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.</p> <p><i>NOTE – As per Article 19:03, members on maternity/parental leave whose date of return to full active duty is within the first 6 months of the upcoming vacation year, and is confirmed before the Annual Bid process, will be awarded full vacation for that year and invited to participate in the Bid Process with their assigned shift</i></p> <p>(b) Employees returning to work after the annual Vacation/Floater Bid Process is complete will be required to choose vacation dates upon their return without disrupting vacation schedules set previously by members.</p> <p>(c) Accumulation of Paid Sick Bank credits will resume upon return to active duty</p>
<b>20:18</b>	<p><b><u>Applying for LTD</u></b></p> <p>(a) An Employee who is on sick leave as per Article 20:01 can apply for LTD, currently 117 days, if it is anticipated that that they will be off work for an extended period of time (longer than eligibility period) and/or longer than their own accumulated sick leave. If the employee is not accepted for LTD, the benefits of Article 20:14 will apply.</p> <p>(b) Payment of Pension Contributions while receiving LTD or EI Benefits for Maternity/Parental Leave:</p>

	<p>When an Employee applies for and is accepted for LTD or Maternity/Parental Leave, it is recognized that for the first twelve (12) months of being on approved leave, the Employer agrees to pay both the Employer and Employee share of the member's pension contributions. It is recognized that at the end of this 12-month period, this benefit will terminate and the Employer will resume normal pension contributions matching those of the employee.</p> <p>NOTE An employee who is absent from work due to a disability caused by illness or injury (including maternity leave) may opt out of paying pension contributions for the remainder of the period of the disability. If an employee opts out of pension contributions; the employer is not obligated to match contributions for that period.</p> <p>This does not apply to employee's receiving Worker's Compensation Benefits. See Section 23:02</p>
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<b>ARTICLE 21 – LEAVE OF ABSENCE</b>	
21:01	Representatives of the Union shall suffer no loss of pay, benefits or seniority for time involved in negotiations or with respect to a grievance 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 without loss of pay shall be granted upon request to the Chief of Police to Employees elected or appointed to represent the Union/Association/Pension at Union Convention or other meetings called by organizations in which Bargaining Unit is affiliated to a maximum of ten (10) days a year. If additional time is required, the Chief of Police shall grant leave to a maximum of ten (10) additional days. It is understood that these additional days will result in no cost to the Employer as the Union/Association will provide replacement personnel.
21:03	<p><b><u>Bereavement Leave</u></b></p> <p>Time off with pay (to be taken during the period of bereavement and to begin no later than the day of the funeral) shall be granted as follows:</p> <ul style="list-style-type: none"> <li>(a) Four (4) days – in the event of death of an Employee's spouse, children, mother, father, brother, sister or grandparents.</li> <li>(b) Three (3) days – in the event of the death of an Employee's uncle, aunt or in-laws.</li> <li>(c) One (1) day – when required to act in the capacity of pallbearer.</li> <li>(d) Additional time may be granted due to circumstances at the discretion of the Chief of Police.</li> </ul>
21:04	<p><b><u>Family Leave</u></b></p> <ul style="list-style-type: none"> <li>(a) An Employee shall be entitled to a maximum of five (5) family care days paid per year, after notifying their Supervisor, for the needs of caring for an immediate family member.</li> <li>(b) In the event a member is left homeless due to a catastrophic event, family leave can be extended at the discretion of the Chief for a period of 3-5 additional days.</li> <li>(c) For subsequent leave as outlined in addition to Article 21:04, the Employee will be required to use 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.</li> </ul>

21:05	<p><b><u>General Leave</u></b></p> <p>The Chief of Police shall grant leave of absence with pay and without loss of seniority to an Employee requesting such leave for good and sufficient cause.</p>
21:06	<p><b><u>Educational Leave</u></b></p> <p>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.</p> <p>Recognizing the importance of continuing education, the Chief of Police may grant leave of absence with pay to any Employee who is enrolled in an educational course which may benefit the member in their profession.</p>
21:07	<p>(a) <b><u>Maternity Leave</u></b></p> <p>Subject to the terms and conditions below, adoption, maternity, or parental leave shall be granted to employees who wish to return to work after providing adequate care and/or after recovering from childbirth. Where two (2) employees are eligible to receive Supplemental Unemployment Benefits (SUB) for the same birth or adoption event they cannot access the top-up simultaneously and must:</p> <ol style="list-style-type: none"> <li>(1) Advise her Employer four (4) months prior to the probable delivery date or as soon as her pregnancy is confirmed, whichever is earlier;</li> <li>(2) Provide her Employer with a medical doctor's certificate confirming pregnancy and the probable delivery date, if the pregnant Employee is unable to work due to sickness prior to the delivery date, it is understood that she will be entitled to invoke the sick leave privileges as defined in Article 20:01;</li> <li>(3) In the absence of an emergency, give her Employer two (2) weeks' notice prior to commencing her maternity leave.</li> </ol> <p>The Employer shall grant the Employee maternity leave for the first twenty-four (24) weeks after the delivery date and provide wages which combined with Employment Insurance will total 80% of her normal salary. In addition, the Employee shall be entitled to parental leave as defined by legislation.</p> <p>The Employer may request medical certification whenever the employer has a concern about the employee's ability to safely continue working.</p> <p>Employees shall be entitled to child care leave of up to 62 consecutive weeks in accordance with the provisions of the Employment Standards Act.</p> <p>(b) <b><u>Seniority Status during Maternity/Child Care Leave</u></b></p> <p>While on maternity or child care leave, the Employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement.</p> <p>(c) <b><u>Employer Payment of Employee Benefits during Maternity/Child Care Leave</u></b></p> <p>During the period of maternity or child care leave, the Employer shall continue to pay the hospital, medical, dental and group life, pension and other benefits of this agreement.</p> <p>(d) <b><u>Procedure Upon Return from Maternity/Child Care Leave</u></b></p>

	<p>When an Employee returns to work after maternity or child care leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the Employee shall be placed at least in her former position.</p>
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	<p><b><u>ARTICLE 22 – PAYMENT OF WAGES</u></b></p>
<p><b>22:01</b></p>	<p>(a) <b><u>Pay Days</u></b></p> <p>The Employer shall pay salaries and wages every second week at noon on Friday in accordance with Article 32. On each pay day, every Employee shall be provided with an itemized statement of their wages and deductions. If a regular pay falls on a holiday, pay shall be received earlier. Pay periods shall terminate on every second Friday.</p> <p>(b) If requested, the Employer shall deposit the Employee's cheque in a Bank of the Employee's choice.</p>
<p><b>22:02</b></p>	<p><b><u>On Call Pay - standby</u></b></p> <p>The employer may face situations when emerging events require policing resources to be available and deployable on very short notice. The employer may designate an Employee to be "on call - standby" and therefore be immediately available by direct telephone contact. In such cases, during the period that the employee is on call – standby, he/she shall be paid straight time wages at the rate of 1 hour for every 4 hours on call. 1 hour will be paid for every block of 4 consecutive hours being on call, even if less than that of 4 hours.</p> <p>In all cases, a minimum of 2 hours will be paid to the employee while on call – standby.</p> <p>*On call – standby means that the employee will ensure they are reachable by phone at all times and be able to report to the workplace within 60 minutes.</p>
<p><b>22:03</b></p>	<p><b><u>Legal Fees</u></b></p> <p>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 their employment duties, except in the case of gross misconduct or gross misjudgment. In exceptional cases, the Chief of Police may approve costs of legal consultation before a formal legal action has been commenced.</p>
<p><b>22:04</b></p>	<p><b><u>Educational Course</u></b></p> <p>Upon successful completion, the Employer shall pay 50% of the cost of any course of instruction for an Employee to better qualify to perform their job, as assigned and approved by the Chief of Police.</p>
<p><b>22:05</b></p>	<p><b><u>Changes in Classification</u></b></p> <p>The rate of pay for any position not covered by Article 32 which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the rate of pay of the job in question, such dispute shall be submitted to negotiation and binding arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.</p>

<p><b>23:01</b></p>	<p><b><u>ARTICLE 23 – EMPLOYEE BENEFITS</u></b></p> <p>(a) <b><u>Medical Insurance</u></b> – The Employer agrees to pay 100% of the cost of Life Insurance – such policy to provide maximum coverage of five (5) times annual salary.</p> <p>(b) The Employer agrees to pay 100% of the cost of a group medical plan, including dental, at least equivalent or better than the plan now in existence. Employees 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 beyond 15% at the last year of the collective agreement. The increase beyond 15% shall be shared equally by the Employer and Employee.</p> <p>Further to the above, the parties agree to raise and discuss any issues about benefits and to review all options in managing the costs of the plan at the Labor Management Committee.</p> <p>(c) Any member may be covered by individual coverage or family coverage.</p> <p>(d) Employees agree to pay 100% of the cost of the Long-Term Disability Insurance Plan.</p> <p>(e) It is agreed that retired members of the Police Force will have the right to belong to the extended Health Care Benefits portion of the Force’s health plan at their own expense at no cost to the Union or the Employer.</p> <p>(f) When an Employee is on extended medical leave (LTD, Worker’s Compensation, Maternity/Parental leave), benefits will continue as per Articles 23:01 (a) and (b). It is further understood that an Employee receiving extended leave benefits under the above noted insurance programs will not be entitled to accumulate sick leave credits, Retention Pay and/or vacation or floater day entitlement during the period of absence if longer than 6 months.</p>
<p><b>23:02</b></p>	<p><b><u>Worker’s Compensation</u></b></p> <p>(a) <b><u>Notification</u></b></p> <p>When an Employee is injured on duty, the injury must be reported to the immediate Supervisor and the Manager of Human Resources 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.</p> <p>(b) <b><u>Remuneration</u></b></p> <p>(1) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the services of the Employers within the meaning of the Worker’s Compensation Act, shall receive payments from the Employer equaling 90% of pre-accident net earnings at the prevailing rates. Net earnings shall be defined as pre-accident gross earnings less any income tax, Canada Pension, Employment Insurance deductions and benefit contributions including pension.</p> <p>(2) Adjustments to payroll described above will be made on the first pay following claim approval.</p> <p>(3) Any Sick Time used while awaiting approval of the claim will be reimbursed in the amount approved by WorkSafeNB.</p> <p>(4) The above rates shall be adjusted on the anniversary date of the injury as per WorkSafeNB procedures should salaries or insurance rates increase at some time during the absence.</p>

	(5) The Employer will pay all reasonable funeral expenses for employees who die while in relation to the performance of their duties.
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<b>ARTICLE 24 – JOB SECURITY</b>	
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<b>24:01</b>	The Employer agrees that there shall be no reduction of the regular work force by the subcontracting of work normally performed by the Employees within the Bargaining Unit.
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<b>ARTICLE 25 – CLOTHING ISSUE</b>	
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<b>25:01</b>	<p>All Employees covered by this Agreement shall, on permanent employment, be issued suitable (new next-to-skin) uniforms and clothing as listed below. All items to be replaced as needed.</p> <ul style="list-style-type: none"> <li>• Duty Belts and all Equipment Holders</li> <li>• Uniform Pants – Choice of Cargo or Regular Style Pant</li> <li>• Three (3) Season Jacket</li> <li>• Shirts – Short Sleeve and Long Sleeve (shoulder flashes sewn on)</li> <li>• Ties</li> <li>• Reversible Raincoat</li> <li>• Gloves</li> <li>• Summer Cap</li> <li>• Fur Hat or Toque</li> <li>• Soft Body Armour</li> <li>• Tunic, forge cap and shoes</li> </ul> <p>An allowance of \$500 will be available for the purchase of patrol boots.</p> <p>Footwear once issued will not be replaced for a period of two (2) years from the time of issue unless the footwear becomes unwearable due to cuts, holes, manufacturers defect, etc. All footwear purchases will be made through our designated stores manager with the type and style footwear being approved by the Chief of Police.</p> <p><b><u>Ceremonial Dress Kit</u></b></p> <p>Once a new dress uniform has been decided upon, and appropriate members have been selected to represent the Force in an Honour Guard capacity, these and only these members will be issued this kit. (Due to other commitments from time to time it will not be mandatory to attend all events).</p> <p><b><u>Traffic Officers</u></b></p> <p>Yellow Reflective Gortex Jacket, pants and fleece liner.</p> <p><b><u>Motorcycle Officer</u></b></p> <p>Helmet, boots, gloves, yellow motorcycle jacket (Joe Rocket Type), breaches, outside vest carrier for body armor.</p> <p>All police equipment to be made available to all Employees at all times at the discretion of the Chief of Police.</p> <p>The Employer agrees to replace to repair personal clothing that is damaged or destroyed while a member is on duty.</p>
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	<p><b><u>Contract Officer</u></b></p> <p>Uniform and kit provided to contract officers will align with the needs and requirements of a front-line officer as set out in this contract but purchases of new kit and clothing are to be approved by the Chief of Police before purchase.</p>
<b>25:02</b>	<p>Any of the above-mentioned clothing destroyed in the line of duty shall be replaced/ordered as soon as is reasonably possible. All equipment and clothing which deteriorates before the time through normal use will be replaced by the Employer as soon as is reasonably possible and old equipment and clothing must be returned to stores. An Employee leaving the force shall return all equipment and uniforms issued to them. Issued clothing shall only be worn while on duty unless otherwise approved by the Chief of Police.</p>
<b>25:03</b>	<p>All members upon permanency shall receive an identification wallet and badge. Replacement to be determined by Chief.</p>
<b>25:04</b>	<p>Any member leaving the force and/or any clothing or equipment being replaced shall be returned including all identification wallets, badges, clothing and equipment issued to them.</p>
<b>25:05</b>	<p>It is mutually agreed that dry cleaning of (non-wash and wear) police uniforms, plus any alterations required, shall be paid by the Employer for all Employees covered by this Agreement. The Employer agrees to pay all reasonable expenses incurred in the maintenance of uniforms and equipment.</p>
<b>25:06</b>	<p>Plainclothes members shall receive an allowance of One Thousand (\$1000.00) dollars January 2<sup>nd</sup> of each year and One Thousand (\$1000.00) dollars July 2<sup>nd</sup> of each year for the purpose of dry cleaning and maintaining appropriate dress to be worn at work. The Employer agrees to pay basic alterations.</p> <p>Temporarily assigned Plainclothes members will not be entitled to a Plainclothes Clothing Allowance unless they are assigned to a Plainclothes position for a minimum of thirty (30) calendar days. In such instance, the member will be paid one hundred and sixty-six dollars and sixty-seven cents (\$166.67) per month for their Clothing Allowance.</p>
<b>25:07</b>	<p>There will be a Health &amp; Wellness Committee jointly made up and consisting of Management and Union Members with a mandate for the following:</p> <ul style="list-style-type: none"> <li>• Kit, Clothing, and Equipment recommendations</li> <li>• Implementing, monitoring and promoting the KRPF Employee Health Wellness three pillar program as set out in policy, including the wellness incentive awards.</li> </ul>

	<p><b><u>ARTICLE 26 – GENERAL CONDITIONS</u></b></p>
<b>26:01</b>	<p><b><u>No Strike or Lockout</u></b></p> <p>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.</p>
<b>26:02</b>	<p><b><u>Changes in Agreement</u></b></p> <p>Any changes deemed necessary in this Agreement may be made by mutual agreement any time during the existence of this Agreement.</p>

<b>26:03</b>	<p><b><u>Annual Retention Premium Pay</u></b></p> <ul style="list-style-type: none"> <li>• Before 5 years .5% of annual pay</li> <li>• After 5 years 1% of annual pay</li> <li>• After 10 years 1.5% of annual pay</li> <li>• After 15 years 2% of annual pay</li> <li>• After 20 years 2.5% of annual pay</li> <li>• After 25 years 3% of annual pay</li> <li>• .5% of annual pay for every 5 years thereafter</li> </ul> <p>The Annual Retention Premium Pay shall be paid once a year and not later than the fifteenth 15<sup>th</sup> of December.</p>
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<b><u>ARTICLE 27 – COPIES OF AGREEMENT</u></b>	
<b>27:01</b>	<p>The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their 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.</p>

<b><u>ARTICLE 28 – SUPERVISORY POSITIONS</u></b>	
<b>28:01</b>	<p>It is agreed that the Force will recognize as part of the bargaining unit at the time of signing no less than:</p> <ul style="list-style-type: none"> <li>• Six (6) Sergeant positions;</li> <li>• Eight (08) Corporal positions; and</li> <li>• Twenty-five (25) Constable positions.</li> </ul> <p>The rank of sergeant and corporal are considered Non-Commissioned Officer positions and are subject to approved promotional processes. These will be multi-faceted competency-based processes with weight given to years of service to the community, employee engagement and ongoing performance since hire. The same process will apply for both ranks however, fewer competencies, at a lower level will be evaluated as part of the Corporal process.</p> <p>To be eligible for promotion to the rank of Corporal the following criteria must also be met:</p> <ol style="list-style-type: none"> <li>(a) As a minimum, must be at a first-class constable and have completed at least seven (7) years service and a minimum of 5 continuous years' service with the Kennebecasis Regional Police Force;</li> <li>(b) Have a current satisfactory performance evaluation.</li> <li>(c) Must successfully pass the Corporal / Sergeants examination within the preceding three (3) year period from the date of posting.</li> </ol> <p>The Corporal / Sergeants examination will be written once per year, if required. Any Employee who has written and failed to pass the examination, must wait until the following year to rewrite the examination.</p>

<p><b>28:02</b></p>	<p>To be eligible for promotion at the rank of Sergeant, the following criteria must also be met:</p> <ul style="list-style-type: none"> <li>(a) As a minimum, must be at the rank of Corporal for a minimum of one (1) year in KRPF</li> <li>(b) Must have completed at least ten (10) years of continuous police service and a minimum of 7 years' continuous service with the Kennebecasis Regional Police Force</li> <li>(c) Have a current satisfactory performance evaluation.</li> <li>(d) Must successfully pass the Sergeant/Corporal examination within the preceding three (3) year period from date of posting.</li> </ul> <p>The Corporal / Sergeants examination will be offered a minimum of once per year or as required in advance of a promotional process(es). Any employee who will meet the eligibility criteria above within a three-year period will be permitted to write the exam. In any circumstances, an employee who has written and failed to pass the examination in one calendar year, must wait until the following calendar year to rewrite the examination.</p> <p>Notwithstanding exigent circumstances due to emerging resourcing issues, a hard vacancy of a NCO position will be filled by way of a lateral move of an existing NCO or by way of a promotional opportunity, within six (6) months of the position becoming vacant.</p> <p>The timing for backfilling of a soft vacancy NCO position will be determined in consultation between the Chief, the Manager of Human Resources and the Union. The decision will be made by the Chief based on a risk assessment, giving consideration to the cause for the vacancy and the expectation for the situation to normalize within a reasonable time, or not. This will be re-evaluated quarterly between the parties. All efforts will be made to fill a soft vacancy at the NCO level within a 24 month period.</p> <p>The decision by the Chief to fill hard or soft vacancy NCO positions as outlined above will not be based on budgetary restraints.</p>
<p><b>28:03</b></p>	<ul style="list-style-type: none"> <li>(a) Should a NCO in charge of a platoon or unit be absent (Sgt or Cpl), the senior NCO or the most senior Constable assigned to the impacted platoon or unit shall act in the capacity of NCO in charge, at the following rate; <ul style="list-style-type: none"> <li>• At the Corporal rate of pay when acting for 2 continuous blocks of shift or less.</li> <li>• At the rate of pay for the recognized rank of the vacant position when acting for more than 2 continuous blocks of shifts.</li> </ul> </li> <li>(b) Should a Corporal be missing from a platoon or unit for a period of more than 2 continuous blocks of shifts ( platoons) or 2 working weeks (unit), the most senior Constable on the impacted platoon or unit will be offered the opportunity to act in the position of Corporal at that rate of pay.</li> </ul> <p>NOTE: the conditions outlined below at (c) do not apply.</p> <ul style="list-style-type: none"> <li>(c) In the event that the Sergeant in charge of a platoon or unit is expected to be absent for a prolonged period of time (60 consecutive days - including weekends and holidays), the Corporal within the bargaining Unit with the greatest amount of seniority and ability shall be given first opportunity to act in the capacity of NCO in charge, at the rate of the recognized rank. If refused, the opportunity will go to the next most senior Corporal, and so forth. This does not apply to the Corporal rank.</li> </ul>

	<p>In the event that no member at the rank of Corporal is identified, the same process will apply to identify the most senior Constable to act in the role of Sergeant, up until a senior Corporal is identified. The senior Corporal or Constable being reassigned into a unit or platoon to act in the Sergeant position will not disrupt vacation picks of the junior members within. All reasonable efforts will be made to accommodate approved vacation amongst the Parties.</p> <p>The Corporal or senior Constable taking on the acting Sergeant's role for a prolonged period of time must meet basic "experience" as outlined in the Job Requirements for the vacant positions.</p> <p>The decision will be made by the Chief of Police as soon as it becomes known that the absence will be prolonged. This decision may be subject to Article 10.</p>
<b>28:04</b>	Officers working in the Criminal Investigation Division will be recognized as Detectives for professional identification purposes only.
<b>28:05</b>	The employer recognizes a Senior Constable designation for 1st Class Constables with 12 years of service completed at a rate of pay of half the difference between a Corporal and 1st Class Constable.

	<b><u>ARTICLE 29 – HANDICAPPED WORKERS' PROVISION</u></b>
<b>29:01</b>	The Employer will attempt to provide alternate employment for an Employee who is unable, through illness or injury, to perform their normal duties, to the point of undue hardship.

	<b><u>ARTICLE 32 – DURATION</u></b>
<b>30:01</b>	<p>(a) <b><u>Term of Agreement</u></b> – This Agreement shall be in effect and binding on the parties hereto from January 1, 2024 for a period of sixty (60) months and thereafter continue in force from year to year unless notice in writing is given within ninety (90) days terminating on the 31st day of December, 2028 or before in any year thereafter by either party to the other of a desire to amend the existing working agreement or negotiate a new working agreement.</p> <p>(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.</p>
<b>30:02</b>	Upon receipt of such notice, negotiations to conclude an Agreement shall commence within twenty (20) days following such notice.
<b>30:03</b>	This Agreement shall be binding, not only upon the parties to the Agreement, but also upon their successors or assigns.

**ARTICLE 31 – CLASSIFICATION AND WAGES**

**31:01**

- (a) 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 probation period, an Employee shall be advanced to 4th Class Constable.
- (b) 4th Class Constable: Upon completion of 1040 regular working hours as 4th Class Constable, the Employee shall be advanced to 3rd Class Constable.
- (c) 3rd Class Constable: Upon completion of 1040 regular working hours as 3rd Class Constable, the Employee shall be advanced to 2nd Class Constable.
- (d) 2nd Class Constable: Upon completion of 2080 regular working hours as 2nd Class Constable, the Employee shall be advanced to 1st Class Constable.
- (e) The Chief of Police or their designate may hire a new Employee at a rate of pay higher than that of Probationary Constable. This consideration will be based upon the new Employee’s career experience and proven skills. Such Employee will be required to complete the normal probationary period as noted in 31:01 (a) and will follow the same provisions with respect to seniority as any other member of the Bargaining Unit.
- (f) The Chief of Police may withhold advancement for just cause.

<b>31.02</b>	<b>Classification</b>	<b>Current</b>	<b>Jan 1, 2024 4.6%</b>	<b>Jan 1, 2025 3.25%</b>	<b>Jan 1, 2026 3.25%</b>	<b>Jan 1, 2027 3.25%</b>	<b>Jan 1, 2028 3.25%</b>
	Sergeant	\$109,740.31	\$114,788.36	\$118,518.98	\$122,370.85	\$126,347.90	\$130,454.21
	Corporal	\$103,595.27	\$111,043.33	\$114,652.24	\$118,378.44	\$122,225.74	\$126,198.07
	Senior Constable	\$102,579.64	\$108,639.65	\$112,170.44	\$115,815.98	\$119,580.00	\$123,466.35
	1 <sup>st</sup> Class constable	\$101,564.01	\$106,235.96	\$109,688.63	\$113,253.51	\$116,934.25	\$120,734.61
	2 <sup>nd</sup> Class constable	\$95,021.66	\$99,392.66	\$102,622.92	\$105,958.17	\$109,401.81	\$112,957.37
	3 <sup>rd</sup> Class	\$89,280.28	\$93,387.18	\$96,422.26	\$99,555.99	\$102,791.56	\$106,132.28
	4 <sup>th</sup> Class Constable	\$83,618.77	\$87,465.24	\$90,307.86	\$93,242.87	\$96,273.26	\$99,402.14
	Probationary Constable	\$78,657.83	\$82,276.09	\$84,950.06	\$87,710.94	\$90,561.55	\$93,504.80

**APPENDIX "A"**

**SICK LEAVE BANK APPLICATION**  
**KENNEBECASIS REGIONAL POLICE**

EMPLOYEE NAME: \_\_\_\_\_

As per Article 20:07 of the Collective Agreement, I hereby authorize Dr. \_\_\_\_\_, to release my medical information only as it pertains to the ability and capacity of performing the duties of a police officer for the Kennebecasis Regional Police Force.

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

- (a) Describe the types of conditions that this Employee cannot perform which could impact on their ability as a police officer;
- (b) Advise of the probability of the Employee returning to work in the Employee's present condition;
- (c) If such a return to work is anticipated, the date that it will occur; and
- (d) Advise as to the duties or type of work that the Employee would be capable of performing.

The above information must be provided to the Sick Leave Bank Committee prior to any approval for Sick Leave Bank Provisions.

**APPENDIX "B"**

**INTERPRETATION OF SICK TIME INCENTIVE**

Shift workers who use no more than twenty-four (24) hours or day workers no more than sixteen (16) hours) sick leave in a calendar year, can earn back 50% of sick time used at the following rates based on total sick bank accumulation:

Sick Bank Total at Year End	Rate
Less than 250 hours	1.5 Times
Between 250-499	2 Times
Between 500-999	2.5 Times
Between 1000-1499	3 Times
Between 1500 – 1999	3.5 Times

*At two thousand (2000) hours when an employee is NOT ELIGIBLE to accumulate any more sick time in their bank, they shall earn 4 hours per month for each that they remain at 2000 hours maximum and will be paid 35% for all such credit not to exceed seventeen (17) hours pay once per year.*

*NOTE - Workers using no sick time in a calendar year will receive the maximum award amount in their respective Sick Bank category.*

**MEMORANDUM OF UNDERSTANDING**

**IN WITNESS WHEREOF** the Employer has caused these present 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 \_\_\_\_\_ day of August, A.D., 2024.

**On behalf of the Employer:**

**On behalf of the Union:**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date