

MEMORANDUM OF AGREEMENT

CITY OF FREDERICTON

and

FREDERICTON POLICE UNION (UBC 911),

Agree that this Memorandum of Agreement for the renewal of the 2016 July 1 to 2020 December 31 collective agreement is a complete resolution of all issues between the parties and will be recommended to the parties respective principals for acceptance.

AMEND ARTICLE 3.01, AND COMBINE ARTICLE 3.08 & 3.09 TO CREATE NEW ARTICLE 3.08 AS FOLLOWS:

CURRENT WORDING:

3.01 Probationary Period means a period of twelve (12) months active employment, commencing on the latest date of hire of a person to fill a permanent position. The Employer may waive the probationary period or any part thereof in recognition of previous service with the Fredericton Police Force. A probationary member's salary scale will advance to the next class in accordance with Article 6.02. During this probationary period, the employee shall spend a minimum of five (5) shifts in orientation with the Officer assigned to the training section and sixty (60) shifts with a qualified Coach Training Officer. The sixty (60) shifts may be reduced after the completion of thirty-two (32) shifts if the Coach Training officer, employee's supervisors and the Officer in Primary Response agree. Performance assessments must be conducted throughout the probationary period.

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

3.08 Immediate Family – includes spouse, common-law partner, mother, father, child, sister, brother, grandparent and grandchild.

3.09 Extended Family – includes mother & father-in-law, sister & brother-in-law, son & daughter-in-law, or grandparent-in-law.

PROPOSED WORDING:

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

The probationary period may be extended for a period of up to three (3) months active employment. The probationary Employee and the Union

Executive must be advised of this extension in writing no later than thirty (30) calendar days prior to the original expiry date.

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

**DELETE ARTICLE 14.15 AND RENUMBER REMAINING ARTICLES:
AMEND ARTICLE 4.06, 4.07, 4.08, 4.12, 4.13, 4.14, 4.15 AS FOLLOWS:**

CURRENT WORDING:

- 4.06 Book time is time approved by the Supervisor and worked by the employee to complete files or other work assignments not considered overtime and shall not be ordered by the Employer. Book time shall not be paid but shall be compensated at straight time off. Book time must be taken by 30th of April in the following year. If this time cannot be taken due to unforeseen circumstances, an application to carry forward this time can be submitted to the Chief of Police for approval.
- 4.07 An employee required to work more than four (4) hours overtime adjoining the start or end of a regular shift shall be given a meal allowance at the rate set out in City Policy for meal allowances.
- 4.08 Where an employee is temporarily required by the Employer to fill a senior position for a period of thirty (30) days or more, the employee shall be paid the rate of pay for the senior position. The rate of pay for the senior position will apply to the entire period during which the senior position is filled by the employee, including the first 29 days retroactively, but will not begin until the position has been filled for thirty (30) days.
- 4.09 Except as otherwise provided, an employee designated by the Employer to be "on call" (i.e. immediately available by telecommunication, within Article 35 boundaries, for the purpose of being called out to work), shall be paid two (2) hours pay at straight time for each eight (8) hour period or less of "on call duty". It is understood and agreed that the employee may elect pay or time off under this article, both of which shall be at straight time provided that scheduling of time off, is through mutual agreement. Notwithstanding the foregoing, any hours remaining in the employee's "on call" account on December 1st of each year, which have not been scheduled as time off in

lieu for time, up to and including December 31st of that year, will be paid on the first pay period in December of that year. An employee who is "on call" for a statutory holiday shall be given another day off for this statutory day at straight time off.

- 4.10 a) Call Out - Call out occurs after a member has reported off duty and before the member is next scheduled to report for duty. Work starting two (2) hours or less prior to the commencement of the employee's normal shift does not constitute a call out.
- b) Employees shall be paid at the rate of time and one-half for actual hours worked on the initial call out, provided that the employee is entitled to be paid for a minimum of four (4) hours at time and one-half for call out.
- c) A second call out that occurs within the four hour period of the commencement of the initial call out will be compensated by pay of one hour of call time at time and a half and pay for time worked, for those hours outside of the four hour period paid in the initial call out.
- d) If the second call out occurs outside of the four hour period from the commencement of the initial call then the pay provision under b) above will apply.
- e) It is understood and agreed that the employee may elect pay or time off under this article, both of which are to be at the rate of time and one-half, with the scheduling of time off to be through mutual agreement.
- 4.11 All employees who are required to appear on any cases in which they may be involved, shall do so at time and date set down on the court list, unless notified differently by the Chief of Police or his representative at least two (2) hours in advance of the time the case is scheduled to be heard, if the case is scheduled to be heard in the morning; or four (4) hours in advance of the time the case is to be heard, if it is to be heard in the afternoon. All reasonable effort will be made to contact witnesses as soon as possible regarding any changes in the planned court attendance.
- 4.12 Employees shall be paid at the rate of time and one-half for off-duty court appearances, with proof of service of summons, subpoena or court appearance notice, provided that the employee is entitled to be paid for a minimum of four (4) hours at time and one-half. Employees required to be called out or to appear in court while on vacation shall be paid at the rate of time and one-half for the hours actually worked, provided that the employee shall not receive less than eight (8) hours pay at time and one-half for each court appearance or call-out. For the purpose of this section, members working a four day rotational cycle, when applying for vacation periods, will have four consecutive days off prior to the cycle and four consecutive days

off following the cycle, as protected days to be treated the same as vacation under this Article. Application for this vacation period must be to the courts before February 15 of each year. It is understood and agreed that the employee may elect pay or time off under this article, both of which are to be at the rate of time and one-half, with alternate time off to be through mutual agreement.

- 4.13 Employees working their midnight shifts shall not be called for court between and/or after the twelve hour shift. If such rescheduling is unavoidable, an employee called for court between and or after the twelve hour midnight shifts shall be permitted to go home at one a.m. (1:00) if the court case is in the morning, and four a.m. (4:00), if it is in the afternoon, provided the employee is paid two hours for the afternoon court case.
- 4.14 Any Employee receiving floater hours shall have the option of taking time off or to receive pay for the floater hours at straight time. The Employer has the right to pay for floater hours not used as time off. Any floater hours earned and not used as time off by July 1st shall be paid out on the first pay in July. Any floater hours earned and not used or scheduled as time off up to and including December 31 of that year will be paid on the last pay period in November of that year.
- 4.15 In order to qualify for minimum eight (8) hours pay at time and one-half in any case where an employee is on vacation and is being called back to work, the onus is on the employee to identify to the person calling that the employee is on vacation.
- 4.16 Employees who are scheduled on shift work whose hours of work encompass the period of 0100 to 0700 or any portion thereof, on a day/night rotational basis will be granted up to 36 hours annually pro-rated on the portion of the year they are scheduled on such shift work. The purpose of this restorative health time off is to assist with the challenges of shift work on employees, working 0100 to 0700 am recognizing the rigours of night shift work and the affect on work/life balance. Time will be on a time off basis only upon approval of the NCO. An employee may carry over up to 18 hours of time at the approval of the Chief of Police to the next calendar year to be taken in time off by March 31 of the year following.
- 4.17 During the shifts that are impacted by daylight savings time, there will be no overtime paid for the extra hour worked, nor will any deduction be made for the shorter work day.

PROPOSED WORDING:

- 4.06** Book time is time approved by the Supervisor and worked by the employee to complete files or other work assignments not considered overtime and shall not be ordered by the Employer. **Book time shall be compensated at straight time in time off or pay.** Remaining book time will be paid out on **April 30th** at the rate in the year it was earned.
- 4.07** A day shift employee required to work more than four (4) hours overtime adjoining the start or end of a regular shift and a Platoon shift employee required to work more than two (2) hours overtime adjoining the start or end of a regular shift shall be given the appropriate meal allowance. An employee arriving at work prior to their shift shall receive a breakfast meal allowance. An employee working past their shift shall receive a supper meal allowance.
- 4.08** Where an employee is temporarily required by the Employer to fill a senior position for one work cycle, based on the employee's schedule, the employee shall be paid the rate of pay for the senior position. The rate of pay for the senior position will apply to the entire period during which the senior position is filled by the employee, including retroactively, but will not begin until the position has been filled for the entire work cycle.
- 4.09 Except as otherwise provided, an employee designated by the Employer to be "on call" (i.e. immediately available by telecommunication, within Article 35 boundaries, for the purpose of being called out to work), shall be paid two (2) hours pay at straight time for each eight (8) hour period or less of "on call duty". It is understood and agreed that the employee may elect pay or time off under this article, both of which shall be at straight time provided that scheduling of time off, is through mutual agreement. Notwithstanding the foregoing, any hours remaining in the employee's "on call" account on December 1st of each year, which have not been scheduled as time off in lieu for time, up to and including December 31st of that year, will be paid on the first pay period in December of that year. An employee who is "on call" for a statutory holiday shall be given another day off for this statutory day at straight time off.
- 4.10 a) Call Out - Call out occurs after a member has reported off duty and before the member is next scheduled to report for duty. Work starting two (2) hours or less prior to the commencement of the employee's normal shift does not constitute a call out.
- b) Employees shall be paid at the rate of time and one-half for actual hours worked on the initial call out, provided that the employee is entitled to be paid for a minimum of four (4) hours at time and one-half for call out.

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

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

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

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

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

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

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

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

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

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

4.15 Employees who are scheduled on shift work whose hours of work encompass the period of 0100 to 0700 or any portion thereof, on a day/night rotational basis will be granted up to 36 hours annually pro-rated on the portion of the year they are scheduled on such shift work. The purpose of this restorative health time off is to assist with the challenges of shift work on employees, working 0100 to 0700 am recognizing the rigours of night shift work and the affect on work/life balance. Time will be on a time off basis only upon approval of the NCO. **An employee may carry over up to 18 hours of time to the next calendar year to be taken in time off by April 30th of that year. Remaining restorative time will be paid out on April 30th at the rate in the year it was earned.**

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

REWORD ARTICLE 5.01 AND REMOVE 5.02, RENUMBER ARTICLE.

CURRENT WORDING:

5.01 When an employee is on business of the Employer, the employee shall abide by City of Fredericton Quality Management System procedure number COR-OP-013 regarding meal allowance and overnight travel provided that any increases are forwarded to the employee.

5.02 When involved in business of the Employer outside the City, the per diem rate will be ten dollars (\$10.00) in addition to meals, lodging, and traveling expenses, for each travel day. A 'travel day' for the purposes of this article shall be any day which an employee is required to travel past 5pm.

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

PROPOSED WORDING:

- 5.01 When an employee is on business of the Employer, the employee shall abide by City of Fredericton Quality Management System procedure number COR-OP-013 regarding **meal allowance, overnight travel and per diem** provided that any increases are forwarded to the employee. A 'travel day' for the purposes of this article shall be any day which an employee is required to travel **from 8am - 6pm**.
- 5.02 Employees who are away from their homes while attending extended courses may return home or Employee's spouse/partner may opt to visit the Employee, at the Employer's expense once every six (6) weeks, should the course structure allow. Booking for interim travel must be completed at the minimum rate available, and made at the same time as the primary travel booking. Reimbursement will include airfare and upon production of receipts, transportation to and from the airport.

DELETE CURRENT ARTICLE 6.05 AND REPLACE WITH NEW ARTICLE:

CURRENT WORDING:

- 6.05
- a) The Employer will pay the Coach Training Officer a rate of 104% of the rate of a First Class Constable who has successfully completed the following:
 - Sixty (60) months of total service with the FPF;
 - Obtained Coach Training Officer accreditation; and
 - Successfully completed mandatory Coach Training Officer examination by attaining a minimum score of 70%.
 - b) The Coach Training Officer will be required to serve one (1) year probation.
 - c) Upgrading or training for employees to be Coach Training Officers will be maintained, as required. The duties of a Training Officer will be as set out by FPF policy.

PROPOSED WORDING:

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

**DELETE ARTICLE 7.02 AND RENUMBER:
AMEND ARTICLE 7.01, 7.05, 7.06, 7.08 AS FOLLOWS:**

CURRENT WORDING:

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

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

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

b) Effective January 1, 2017 employees who work on a platoon system and are credited with statutory holiday time will have 50% of statutory hours in time off.

The remaining 50% may be taken as time as time off or in pay, subject to approval. Any hours not scheduled as time off, up to and including December 31st, will be paid on the last pay period in November of that year.

7.02 Statutory holidays shall be given in accordance with the assigned work schedule, and shall be taken in the year in which they are earned. If the employee cannot, for work requirements, use all of the statutory holidays earned, the employee may carry over a maximum of 24 hours in statutory holidays into the next year with approval of the Chief of Police. Any hours approved for carry over into the next year must be used prior to the end of February of the year into which the hours are carried.

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

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

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

7.05 Vacation shall be taken at such time as the Chief shall approve. Where reasonable and possible, preference shall be given to senior employees regardless of rank.

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

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

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

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

PROPOSED WORDING:

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

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

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

b) Statutory holidays may be taken as time off, if time remains in the employee's statutory time bank earned and not used or scheduled as time off up to and including December 31st, of the current year, 24 hours can be carried over and must be used by April 30th. Any remaining hours as of April 30th must be paid out at the rate of pay in the year they were earned.

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

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

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

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

NCOs will choose vacation separate from the Constables on their team/platoon based on operational requirements within their working team/platoon. This vacation selection will continue to be based on

seniority (regimental number) regardless of rank within their respective NCO team.

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

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

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

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

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

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

AMEND ARTICLE 9.06 AND INSERT NEW ARTICLE 9.08

CURRENT WORDING:

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

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

PROPOSED WORDING:

- 9.06** The absence of an employee who is receiving WCB under the Workers' Compensation Act shall not be charged against the employee's **existing** sick leave credits or **existing** vacation credits subject to Article 9.07
- 9.07 The Employer will not be required to pay an employee receiving WCB for more than fifty-two (52) weeks in any calendar year, such payment shall include that employee's vacation pay subject to Article 9.08
- 9.08** **An employee on Workers' Compensation Benefits for an extended period of time continues to earn vacation credits up to but not beyond the first six (6) months.**

AMEND ARTICLE 10.02, 10.07, & 10.08 AS FOLLOWS:

CURRENT WORDING:

- 10.02 A medical certificate may be required by the Employer for any illness exceeding two (2) consecutive days or when a sick leave pattern has been established. A medical certificate, provided by a doctor, shall be sufficient and where possible shall indicate the nature of the illness and the expected duration of absence from work. A City of Fredericton "Attending Physicians Statement" shall be provided: upon request, after an absence of greater than two (2) weeks; and as a return to work clearance after a serious illness or injury. The Employer shall pay reasonable and customary costs for having such statement provided.
- 10.03 The Employer is not liable to apply sick leave credits to an employee as a result of injury, if such injury was sustained in any paid employment outside the employee's regular duties, and for which the employee is eligible for Workers' Compensation or Canada Pension Plan benefits.
- 10.04 Sick leave will not be deducted from an employee's sick leave credits when such employee is receiving benefits under the Workers' Compensation Act.
- 10.05 Each employee, when they become permanent, shall contribute forty (40) hours from their accumulated sick leave to the sick bank. Those employees who have accumulated more than one thousand, three hundred and sixty (1,360) sick leave hours shall contribute half of their future sick leave credits

to the sick bank until contributions collectively result in a bank of eight thousand (8,000) hours.

- 10.06 The Union will receive a complete record of hours on credit for employees individually and total hours credited to the bank by February 15 each year.
- 10.07 Applications for an allotment from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Workers' Compensation Act, and shall be subject to the approval of the Union Executive and of the City Council upon production of appropriate medical certificates.
- 10.08 No allotment from the sick leave bank shall be approved unless and until the employee concerned has exhausted his/her entire annual and accrued sick leave allotment and all his annual holidays.

PROPOSED WORDING:

- 10.02 A medical certificate may be required by the Employer for any illness exceeding two (2) consecutive days or when a sick leave pattern has been established. A medical certificate, provided by a doctor **or nurse practitioner**, shall be sufficient and where possible shall indicate the nature of the illness and the expected duration of absence from work. A City of Fredericton "**Functional Abilities Form/Attending Physicians Statement**" shall be provided: upon request, after an absence of greater than two (2) weeks; and as a return to work clearance after a serious illness or injury. The Employer shall pay reasonable and customary costs for having such statement provided.
- 10.03 The Employer is not liable to apply sick leave credits to an employee as a result of injury, if such injury was sustained in any paid employment outside the employee's regular duties, and for which the employee is eligible for Workers' Compensation or Canada Pension Plan benefits.
- 10.04 Sick leave will not be deducted from an employee's sick leave credits when such employee is receiving benefits under the Workers' Compensation Act.
- 10.05 Each employee, when they become permanent, shall contribute forty (40) hours from their accumulated sick leave to the sick bank. Those employees who have accumulated more than one thousand, three hundred and sixty (1,360) sick leave hours shall contribute half of their future sick leave credits to the sick bank until contributions collectively result in a bank of eight thousand (8,000) hours.

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

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

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

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

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

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

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

AMEND ARTICLE 11.02, 11.09 & 11.13 AS FOLLOWS:

CURRENT WORDING:

11.02 To qualify for adoption, maternity, or parental leave, employees must have completed their probationary period and where possible, have notified the Chief of Police at least three (3) months prior to the expected delivery date.

- 11.03 a) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week maternity leave at a rate of ninety-five percent (95%) of their regular weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employees net take home pay above their regular pre-leave amount.
- b) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week parental leave at a rate of seventy-five percent (75%) of their regular earnings for the period of such leave, as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay above their regular pre-leave amount.
- c) Where two (2) employees are eligible to receive SUB for the same birth event they cannot access the top-up simultaneously.
- d) On return to work, the employer will pay both the employer and employee pension plan contributions for the leave period of seventeen (17) weeks only.
- 11.04 Maternity leave shall commence not later than the end of the seventh (7th) month of pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that her health will permit deferment of maternity leave to a later and specified date.
- 11.05 Notwithstanding the above, the Employer may request medical certification whenever the Employer has a concern about the employee's ability to continue working.
- 11.06 An extension of adoption, maternity, or parental leave shall be granted on application and submission of a certificate from a qualified medical practitioner stating the necessity for such extension. Employees requiring such an extension shall be considered to be on sick leave for that period until such employee is able to return to work, or qualifies for benefits payable from the group disability plan, or has exhausted their sick leave coverage, whichever comes first. Should the employee exhaust their sick leave credits or not be eligible for benefits under a group disability plan, they shall be granted leave of absence without pay for the purpose of qualifying for any unexpended EI sick benefits.

- 11.07 The Employer will continue to pay the employee's BSA during any period of maternity leave. During any period of parental/adoption leave (up to thirty five weeks) the employer shall continue to pay premiums for the employee's continued coverage of health and dental benefits, accidental death and dismemberment benefits, life insurance benefits and the long term disability benefits (if payment is required)
- 11.08 An employee shall not accumulate vacation or sick leave credits while on maternity and/or parental leave.
- 11.09 At least ten (10) days prior to the scheduled date of return to duty, the employee shall notify the Employer of her intentions regarding her return to duty. As a condition of return to duty and prior to terminating the maternity leave, the employee must submit a doctor's certificate to the Employer stating that her health will not be impaired by her return.
- 11.10 On return to duty following maternity, parental or adoption leave, the employee shall be placed in her former position with the same wage rates and her earned benefits prior to going on maternity leave. An employee returning to duty after a longer period than seventeen (17) weeks may be placed in a position comparable to the one occupied by her prior to the commencement of maternity leave with not less than the same basic wages and benefits.
- 11.11 Should an employee not return to work within the time specified in Article 11.03 and 11.06 above, her employment shall be deemed to have terminated.
- 11.12 The transfer of a female employee, who becomes pregnant, to a job function that reduces the risk of that employee being in a confrontational situation, will be considered. This clause will supersede any other restriction in this Collective Agreement relative to transfers or temporary assignments.
- 11.13 Parental benefits can be collected by both natural and adoptive parents while they are caring for a newborn or adopted child. The maximum of thirty-five (35) weeks of benefits can be received by either the mother or the father, or shared or divided between them as they deem appropriate if both parents are eligible. Both parents may collect parental benefits at the same time. Parental benefits are payable at any time during the year after the child arrives or is placed in the claimant's home; however, an employee cannot receive parental benefits any later than fifty-two (52) weeks after the child arrives or is placed in the home.

PROPOSED WORDING:

- 11.02** To qualify for adoption, maternity, or parental leave, the **employee shall notify the Chief of Police at least three (3) months prior to the expected delivery date or adoption date, subject to applicable legislation.**
- 11.03 a) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week maternity leave at a rate of ninety-five percent (95%) of their regular weekly earnings for the period of such leave as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employees net take home pay above their regular pre-leave amount.
- b) Supplemental Unemployment Benefits (SUB) will be available to the employee during the seventeen (17) week parental leave at a rate of seventy-five percent (75%) of their regular earnings for the period of such leave, as governed by the Federal and Provincial Legislation. The Employee must provide the employer with proof of receipt of Employment Insurance Benefits. This will be subject to the provision this supplemental payment shall not increase the employee's net take home pay above their regular pre-leave amount.
- c) Where two (2) employees are eligible to receive SUB for the same birth event they cannot access the top-up simultaneously.
- d) On return to work, the employer will pay both the employer and employee pension plan contributions for the leave period of seventeen (17) weeks only.
- 11.04 Maternity leave shall commence not later than the end of the seventh (7th) month of pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that her health will permit deferment of maternity leave to a later and specified date.
- 11.05 Notwithstanding the above, the Employer may request medical certification whenever the Employer has a concern about the employee's ability to continue working.
- 11.06 An extension of adoption, maternity, or parental leave shall be granted on application and submission of a certificate from a qualified medical practitioner stating the necessity for such extension. Employees requiring such an extension shall be considered to be on sick leave for that period until such employee is able to return to work, or qualifies for benefits payable from the group disability plan, or has exhausted their sick leave coverage, whichever comes first. Should the employee exhaust their sick leave credits or not be eligible for benefits under a group disability plan, they

shall be granted leave of absence without pay for the purpose of qualifying for any unexpended EI sick benefits.

- 11.07 The Employer will continue to pay the employee's BSA during any period of maternity leave. During any period of parental/adoption leave (up to thirty five weeks) the employer shall continue to pay premiums for the employee's continued coverage of health and dental benefits, accidental death and dismemberment benefits, life insurance benefits and the long term disability benefits (if payment is required)
- 11.08 An employee shall not accumulate vacation or sick leave credits while on maternity and/or parental leave.
- 11.09 At least ten (10) days prior to the scheduled date of return to duty, the employee shall notify the Employer of her intentions regarding her return to duty. As a condition of return to duty and prior to terminating the maternity leave, the employee must submit a **Function Abilities Form/Attending Physician's Statement** to the Employer stating that her health will not be impaired by her return.
- 11.10 On return to duty following maternity, parental or adoption leave, the employee shall be placed in her former position with the same wage rates and her earned benefits prior to going on maternity leave. An employee returning to duty after a longer period than seventeen (17) weeks may be placed in a position comparable to the one occupied by her prior to the commencement of maternity leave with not less than the same basic wages and benefits.
- 11.11 Should an employee not return to work within the time specified in Article 11.03 and 11.06 above, her employment shall be deemed to have terminated.
- 11.12 The transfer of a female employee, who becomes pregnant, to a job function that reduces the risk of that employee being in a confrontational situation, will be considered. This clause will supersede any other restriction in this Collective Agreement relative to transfers or temporary assignments.
- 11.13 Parental benefits can be collected by both natural and adoptive parents while they are caring for a newborn or adopted child. **In accordance with the Employment Standards Act**, benefits can be received by either the mother or the father, or shared or divided between them as they deem appropriate if both parents are eligible. Both parents may collect parental benefits at the same time. Parental benefits are payable at any time during the year after the child arrives or is placed in the claimant's home; however, an employee cannot receive parental benefits any later than fifty-two (52) weeks after the child arrives or is placed in the home.

AMEND ARTICLE 12.03 & 12.06, AND INSERT NEW ARTICLE 12.07 AS FOLLOWS:

CURRENT WORDING:

12.03 Bereavement Leave:

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

b) An employee shall, upon request, be granted up to two (2) shifts paid leave in the event of the death of a member of the employee's extended family.

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

12.04 Compassionate Care Leave: An employee shall, upon request, be granted up to three (3) shifts paid leave to provide care and support to their immediate family in the case of serious or life threatening accident or illness. The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstances.

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

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

PROPOSED WORDING:

12.03 Bereavement Leave:

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

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

- 12.04 Compassionate Care Leave: An employee shall, upon request, be granted up to three (3) shifts paid leave to provide care and support to their immediate family in the case of serious or life threatening accident or illness. The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstances.
- 12.05 “Left Homeless” Leave: Employees shall be granted up to three (3) shifts of leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God, subject to the approval of the Chief of Police. The Chief of Police or designate may grant such additional leave as they deem appropriate in the circumstance.
- 12.06 Family Leave: Employees shall be granted up to twenty-four (24) hours leave annually for the immediate and/or temporary care of a member of the employee’s immediate family, subject to approval by the Employee’s supervisor.**
- 12.07 Domestic/Intimate/Sexual Violence Leave: The Employer shall grant employee, Domestic Violence, Intimate Violence or Sexual Violence Leave in accordance with the provisions and requirements as provided for under the New Brunswick Employment Standards Act.**
- Notwithstanding the provisions of NB Employment Standards Act with respect to Domestic Violence, Intimate Violence or Sexual Violence the parties agree the leave is in effect on commencement of employment.**
- In addition to the benefits provided in the Act, employees experiencing any of these situations will be able to apply for additional days of paid leave, as per City Policy COR-OP-105. Such leave will be at the discretion of the Chief or designate.**

AMEND ARTICLE 14.03 & 14.04 AS FOLLOWS:

CURRENT WORDING:

- 14.03 Every employee assigned to the Major Crime Team shall be granted a clothing allowance of \$2000.00 (exclusive of HST) per year, to be paid on the last pay in November and increased cumulatively on a yearly basis according to the New Brunswick Consumer Price Index (for the previous 12 months); except those employees assigned to the NAT Community Investigators/Drug Crimes Team, who shall receive a clothing allowance of \$1500.00 (exclusive of HST) per year, to be paid on the last pay in November and increased cumulatively on a yearly basis according to the New Brunswick Consumer price Index (for the previous 12 months). This

allowance will be pro-rated for the period of work in these division(s). At the time of transfer into the respective section, the Employee shall receive the full clothing allowance.

- 14.04 It is further understood that employees not identified in Article 14.03 of the Collective Agreement and who are assigned “plain clothes duties” for a complete working day or more, will receive a clothing allowance of \$4.11 per day. A form will be developed and used by members who are applying for this daily clothing allowance. The matter contained within this paragraph will be effective the date this agreement is signed until the end of this Collective Agreement. The Employer shall, by the first week of December in each year, provide to each employee an amount at the rate of \$35.00 per month of employment during the contract year, for dry cleaning.

PROPOSED WORDING:

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

- 14.04 It is further understood that employees not identified in Article 14.03 of the Collective Agreement and who are assigned “plain clothes duties” for a complete working day or more, will receive a clothing allowance of \$4.11 per day. A form will be developed and used by members who are applying for this daily clothing allowance. The matter contained within this paragraph will be effective the date this agreement is signed until the end of this Collective Agreement. The Employer shall, by the first week of December in each year, provide to each employee an amount at the rate of \$35.00 per month of employment during the contract year, for dry cleaning. **The rates will be increased cumulatively on a yearly basis according to the New Brunswick Consumer Price Index as calculated by City of Fredericton.**

AMEND ARTICLE 15.01 STEP THREE AS FOLLOWS:

CURRENT WORDING:

- 15.01 The purpose of this article is to resolve disputes in a timely manner and an information exchange take place between the parties to achieve this

purpose. Where it is alleged that the employer has violated any provisions of this Agreement or the Rules and Regulations of the Fredericton Police Department, the following procedure shall apply.

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

Step Two: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing to the Chief of Police or designate at the second level of this procedure. If the employee does not receive a reply or a satisfactory settlement of his grievance from the Chief of Police within ten (10) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three; however, there shall be a Labour Management Committee meeting prior to proceeding to Step Three.

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

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

If the employee does not receive a reply or a satisfactory settlement of his grievance from the City Administrator or designate within ten (10) working days from the date on which he presented his grievance at the third level, the union may refer his grievance to arbitration as provided in Article 21 hereof within fifteen (15) working days of the date on which he should have received a reply from the City Administrator or designate.

PROPOSED WORDING:

15.01 The purpose of this article is to resolve disputes in a timely manner and an information exchange take place between the parties to achieve this purpose. Where it is alleged that the employer has violated any provisions of this Agreement or the Rules and Regulations of the Fredericton Police Department, the following procedure shall apply.

Step One: Within fifteen (15) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may

present **their** grievance verbally or in writing to **their** divisional commander (OIC) or designate in **their** absence. A reply will be given to this grievance in writing or if **they do** not receive a reply within ten (10) working days of the day **they** presented it to **their** OIC **they** may proceed to Step 2 of this procedure.

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

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

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

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

AMEND ARTICLE 17.01 AS FOLLOWS:

CURRENT WORDING:

17.01 The Employer agrees to continuation of the pensionable Benefit Spending Allowance for each employee to use for the purchase of benefits as directed by the employee and in conformity with the Benefit Plan provisions. The Employer shall contribute the amount of \$200.00 bi-weekly to the Benefit Spending Allowance commencing the first pay following the signing of the Collective Agreement; \$210.00 bi-weekly effective January 1, 2019.

The BSA contributions are to be considered as pensionable income.

PROPOSED WORDING:

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

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

The BSA contributions are to be considered as pensionable income.

AMEND ARTICLE 22.04 AS FOLLOWS:

CURRENT WORDING:

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

PROPOSED WORDING:

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

AMEND ARTICLE 26 AS FOLLOWS:

CURRENT WORDING:

- 26.01 The Workplace Safety Committee will be independent of the Labour Management Committee and will meet separately.
- 26.02 The Union Executive shall be provided with a copy of the minutes and decisions of the Workplace Safety Committee within ten (10) days of each meeting.
- 26.03 The employer agrees to conduct Stress Management courses each year in such numbers as determined by the Labour Management Committee.

PROPOSED WORDING:

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

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

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

REMOVE ARTICLE 27:

CURRENT WORDING:

27.01 The parties to this Agreement agree to continue the Employee Family Assistance Program.

27.02 Each party will contribute a maximum of six thousand dollars (\$6,000) annually toward the costs of the EFAP. Each member will contribute through bi-weekly payroll deductions an amount determined by the Union to offset the Union's annual contribution to the EFAP. UBC Local 911 will administer the Union's contributions.

27.03 Invoices will be submitted monthly for payment on a 50-50 cost share basis between the Fredericton Police Force and the Union.

AMEND ARTICLE 29 AS FOLLOWS:

CURRENT WORDING:

29.01 An employee shall be eligible for promotion after completing 36 months service with the Fredericton Police Force. Promotions to a position above the rank of First Class Constable shall be made by the Chief of Police from the employees who are eligible. An employee promoted to a senior position shall serve a probationary period of one (1) year in that position before being confirmed.

a) Prerequisite to participate in promotional process: Employee must have been confirmed with Coach Training Officer designation as set out in Article 6.05

b) Promotional processes will be held every two (2) years. Members can hold their position on the list based on their score over one process, for a maximum of four (4) years. Members may opt to re-engage in the promotional process to improve their score.

c) Members who re-engage will be placed on the list according to their new score.

- 29.02 a) The department shall make promotions from the existing personnel in the department. Further, commensurate with today's environment, newly promoted NCOs must complete training as identified in policy by the end of their probationary period.
- (b) The department shall provide training to incumbent NCOs consistent with the requirements of their duties, and in accordance with the principles of the FPF Performance and Development System. All reasonable efforts will be made to ensure that such training takes into account the principles of adult learning, as well as the needs and ability of the individual incumbent NCO.
- 29.03 All promotions shall be made by the Chief of Police based on:
- (a) ability, performance consistent with competencies identified in the Force's performance management program, training, qualifications, seniority and;
- (b) after a competition conducted on the basis of:
- PDR review
 - Pre-screening (no pass/fail)
 - A written paper
 - A written examination (minimum 70% score)
 - An oral interview
- 29.04 A promotional board of three (3) members shall include an external police professional selected in consultation with the UBC (911) Executive. The other two members of the board will be from Fredericton Police Force management.
- 29.05 Each participant shall be provided with marks of their examination and shall have the opportunity to review their examination paper and be provided with the correct answers at the time of the review. Upon conclusion of the promotional process, each participant shall be provided with a personal debrief of their performance and a review of the process.
- 29.06 a) Promotions shall follow progressive steps through the rank structure (i.e., Coach Training Officer, to Sergeant, to Staff/Sergeant).
- b) An employee not confirmed or promoted to a more senior position shall revert to his former position without loss of seniority.

PROPOSED WORDING:

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

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

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

- (a) Has not been confirmed in their existing rank;
- (b) Is on a Developmental Plan on the date the promotional process is initiated; or
- (c) Is under a Police Act or Criminal Code investigation on the date the promotional process is initiated or at any point during the course of the promotional process, subject to the discretion of the Chief of Police in consultation with Labour/Management.

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

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

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

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

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

(b) An Interview.

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

29.04

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

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

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

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

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

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

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

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

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

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

- 29.05** (a) Each candidate who is interviewed will meet with the candidate's Officer in Command, and the Employee Development Advisor to participate in a debriefing of the process and their performance in the competition and to identify any opportunities for development.
- (b) The current eligibility pool will stay in effect until the next set of exams is written, at which time the current pool is vacated.
- 29.06** a) Promotions shall follow progressive steps through the rank structure (i.e., **Corporal**, to Sergeant, to Staff/Sergeant).
- b) An employee not confirmed or promoted to a more senior position shall revert to **their** former position without loss of seniority.
- 29.07** (1) A promotional process will be commenced every two (2) years on the second Monday in January of the promotion year. The first promotional process will begin in June 2020 and the next promotional process to begin in January 2023 unless a change of date is mutually agreed by the parties.
- (2) The Readiness Review will begin in the third week of February in the promotion year.
- (3) The Examination will take place on the second Tuesday in April in the promotion year.
- (4) Readiness review and interview structure will be included in Appendix "B"

AMEND ARTICLE 34.06 & 34.08 AS FOLLOWS:

CURRENT WORDING:

- 34.06** In-Service/Mandatory Training: Means training requiring a member's attendance. Employees required to attend in-service/mandatory training, while off duty, shall be compensated at straight time pay or at time and one-half (1.5x) time off. Employees when acting as Instructors, while off duty, shall be compensated at straight time pay at time and one-half (1.5x) time off for actual hours of presentation, plus preparation time as pre-approved by the NCO in charge of training.
- 34.07** Members attending and departmentally approved training/course will be compensated as per the following only:
- a) Monday to Friday, shall receive the weekend before and the weekend off after in lieu.

- b) Monday to Thursday shall receive the weekend before off in lieu.
- c) Tuesday to Friday shall receive the weekend after off in lieu.
- d) Any course with duration of less than 4 days will be reimbursed at straight time off time only. Any member working a nightshift shall be granted leave at midnight preceding a course day and will not work a nightshift on the day a course was attended.
- e) For the purposes of this article, “weekend” commences at midnight on Friday and concludes at 0600 hrs on Monday.

34.08 Specialty Training: Members belonging to pre-defined “specialty” team (ERT, EDU, URT, Negotiators, CMT, ACC) shall have their training compensated at the rate of straight time at time off only, if on scheduled time off. If on duty, a training day scheduled for at least eight (8) hours will be considered a work day.

PROPOSED WORDING:

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

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

- a) Monday to Friday, shall receive the weekend before and the weekend off after in lieu.
- b) Monday to Thursday shall receive the weekend before off in lieu.
- c) Tuesday to Friday shall receive the weekend after off in lieu.
- d) Any course with duration of less than 4 days will be reimbursed at straight time off time only. Any member working a nightshift shall be granted leave at midnight preceding a course day and will not work a nightshift on the day a course was attended.
- e) For the purposes of this article, “weekend” commences at midnight on Friday and concludes at 0600 hrs on Monday.

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

AMEND ARTICLE 35.01 AS FOLLOWS:

CURRENT WORDING:

35.01 The parties agree that an employee's ability to provide emergency services, with a minimum of delay, depends in part on the location of that employee's residence. The City reserves the right to decide whether an employee's place of residence reasonably permits them to meet this job requirement. Notwithstanding the foregoing, employees will be permitted to locate their residence within thirty (30) kilometres of the police service district. An employee will not be required to move from their current (Date of Agreement) residence to comply with this article. Exceptions to the above agreement will be considered on their merits by the Employer.

PROPOSED WORDING:

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

AMEND ARTICLE 36.02 AS FOLLOWS:

CURRENT WORDING:

36.02 The Campbell Street parking lot shall continue to be used for Employee short-term, daytime parking. In the event that the Employer closes the Campbell Street parking lot due to re-development or a sale of the property, the Employer will provide five (5) designated parking spots in the side parking lot adjacent to the Police Station.

PROPOSED WORDING:

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

INSERT NEW ARTICLE 37.01 FIELD TRAINER AS FOLLOWS:

- 37.01** In order to be eligible for the role of Field Trainer an employee must have successfully completed their probationary period.
- 37.02** The NCO team selects the Field Trainers subject to the approval of the divisional OIC.
- 37.03** The primary and secondary Field Trainers will be compensated at a rate of 3% of their current salary. Field Trainer compensation will only be provided while actively engaged in training of new recruits/cadets.
- 37.04** A red circled Coach Training Officer as per the attached letter of agreement, who is also a Field Trainer, will not be compensated additionally while actively engaged in training of new recruits/cadets.
- 37.05** All field trainers will have completed a recognized field trainer's course, as approved by the Fredericton Police Force. Field trainer qualifications may be recognized from other organizations with proof of completion.

REMOVE LETTER OF AGREEMENT – UBC911 OFFICE SPACE. INSERT NEW ARTICLE 38 – UNION OFFICE SPACE

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

AMEND ARTICLE 37.01 AND RENUMBER TO 39.01 AS FOLLOWS:

CURRENT WORDING:

- 37.01** This Agreement shall come into force on 2016 July 1, and shall expire on, 2020 December 31 provided however that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to renewal or revision of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until a renewal or revision of this Agreement or a new Agreement is signed.

PROPOSED WORDING:

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

AMEND SCHEDULE A – BIWEEKLY RATES OF PAY TO REFLECT THE FOLLOWING:

2021	2022	2023	2024
NBCPI*	NBCPI*	NBCPI*	NBCPI*
1.6%	0.53%	5.38%	TBD**

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

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

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

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

INSERT NEW SCHEDULE “B” – PROMOTIONAL PROCESS READINESS ASSESSMENT/INTERVIEW STRUCTURE AS FOLLOWS:

Promotional Process Readiness Assessment

Job Performance	40%
<ul style="list-style-type: none">• PDRS• Observations• Self-generated work• Other performance metrics• Documented Supervisor Feedback• Attendance• Disciplinary Record	
Experience	20%
<ul style="list-style-type: none">• Years of Service• Experience in Different Divisions• Member of Support Teams (FPF or other agencies)• Secondments with other agencies• International Missions• Other relevant departmental work experience	
Leadership	20%
<ul style="list-style-type: none">• Acted as Coach Training Officer for probationary constables or cadets• Team Lead, Special Teams (FPF or other agencies)• Experience in acting supervisory roles• Training Instructor• Chair of FPF or COF Committee, Working Group or Project Team• Other relevant leadership experience	
Engagement	10%
<ul style="list-style-type: none">• Member of FPF or COF Committee, Working Group or Project Team• UBC 911 executive• Community Involvement:<ul style="list-style-type: none">◦ Member/executive on Board of Director of non-profit organization◦ Coaching/mentoring youth in sport or other activity◦ Volunteer trainer/instructor with community organizations• Active in FPF community (attends/participates/assists with events, etc.)	
Education/Training/Other	10%
<ul style="list-style-type: none">• University Degree• Specialized Training (non-mandatory and self-initiated)• Bilingualism• Other relevant experience/education/training not listed:	

Interview Structure

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

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

REMOVE LETTER OF AGREEMENT – EFAP

REMOVE LETTER OF AGREEMENT – RESOURCE ALLOCATIONS

REMOVE LETTER OF AGREEMENT – TRANSITION PERIOD TO REMOVE CORPORAL RANK

REMOVE LETTER OF AGREEMENT – TRANSITION TO COACH TRAINING OFFICER

REMOVE LETTER OF AGREEMENT – CORPORAL’S ELIGIBILITY LIST

REMOVE LETTER OF INTENT – PLATOON SCHEDULE SHIFT

REMOVE LETTER OF INTENT – EXPEDITED ARBITRATION

INSERT NEW LETTER OF AGREEMENT – BENEFITS AS FOLLOWS:

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Benefits

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

Martin Gaudet, Chief
Fredericton Police Force

Chris Haines, President
UBC Local 911

Steven Hart
Chief Administrative Officer
City of Fredericton

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

**INSERT NEW LETTER OF AGREEMENT – HOURS OF WORK/SHIFT SCHEDULE
AS FOLLOWS:**

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Fredericton Police Force Hours of Work/Shift Schedule

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

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

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

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

After the trial period the following will occur:

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

**Martin Gaudet, Chief
Fredericton Police Force**

**Chris Haines, President
UBC Local 911**

**Steven Hart
Chief Administrative Officer
City of Fredericton**

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

INSERT NEW LETTER OF AGREEMENT – UNION RECOGNITION

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Union Representation

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

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

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

**Martin Gaudet, Chief
Fredericton Police Force**

**Chris Haines, President
UBC Local 911**

**Steven Hart
Chief Administrative Officer
City of Fredericton**

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

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Field Trainer – Training

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

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

**Martin Gaudet, Chief
Fredericton Police Force**

**Chris Haines, President
UBC Local 911**

**Steven Hart
Chief Administrative Officer
City of Fredericton**

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

Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: Coach Training Officers

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

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

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

**Martin Gaudet, Chief
Fredericton Police Force**

**Chris Haines, President
UBC Local 911**

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Atlantic Canada Regional Council of
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Letter of Agreement

between

City of Fredericton and UBC Local 911

Re: WorkSafeNB

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

**Martin Gaudet, Chief
Fredericton Police Force**

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UBC Local 911**

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