

SOURCE	Police		
EFF.	93	01	01
TERM.	93	12	31
No. OF EMPLOYEES	567		
NOMBRE D'EMPLOYÉS	567		

**UNIFORM BRANCH
COLLECTIVE AGREEMENT**

**Regional Municipality
of Niagara
Police Services Board**

-and-

Niagara Regional Police Association

January 1, 1993 - December 31, 1993

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COLLECTIVE AGREEMENT**

**Regional Municipality
of Niagara
Police Services Board**

-and-

Niagara Regional Police Association

January 1, 1993 - December 31, 1993

This edition is provided to the member for information purposes only. Every effort has been made to ensure the accuracy of the publication, however, for official purposes reference must be made to the original signed contract.

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THIS AGREEMENT made and entered into this day of 1993.
BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD
hereinafter called "Niagara Police Board"
of the FIRST PART

and

NIAGARA REGION POLICE ASSOCIATION
on behalf of the Members of the
NIAGARA REGIONAL POLICE Service,
hereinafter called "Association"
of the SECOND PART

WHEREAS pursuant to Section 119 of THE POLICE SERVICES ACT, R.S.O. 1990, Chapter 10, and amending amendments thereto, the parties have agreed to enter into these presents for the purpose of effectively defining, determining and providing for remuneration and pensions, sick leave credit gratuities, privileges, grievance procedures and working conditions, except such working conditions as are governed by Regulations made by the Lieutenant-Governor in Council.

AND WHEREAS, the parties hereto have reached an agreement with respect to the above-mentioned matters for the year 1993.

NOW THIS AGREEMENT WITNESSETH that in consideration of the said Agreement, and of the premises, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION, SCOPE AND DEFINITIONS

1.01 The Board recognizes the Association as the sole Collective bargaining agent for all members of the Niagara Regional Police Service, save and except the Chief of Police, Deputy Chiefs of Police and Senior

1.02 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Police Service because of membership or connection with the Association or because of inembership on the Association's Board of Directors or Executive Council.

1.03 The Association agrees that there will be no intimidation, interference or coercion exercised or practised upon members of the Police Service by any of its members or representatives.

1.04 DEFINITIONS

- | | |
|-------------------------|---|
| (a) ASSOCIATION | Shall mean the Niagara Region Police Association. |
| (b) BOARD | Shall mean the Regional Municipality of Niagara Police Services Board. |
| (c) CHIEF OF POLICE | Shall mean the Chief of Police of the Niagara Regional Police Service. |
| (d) COMMISSION (OCCOPS) | Shall mean the Ontario Civilian Commission on Policing Services. |
| (e) DESIGNEE | Shall mean a Deputy Chief of Police, a Senior Officer or an officer in charge of a sub-division. |
| (f) SENIOR OFFICER | Shall mean a member of the Service holding the rank of Inspector or above and any civilian member designated as such in accordance with the Police Services Act, but not including Chief of Police or Deputy Chief of Police. |
| (g) SENIORITY | Shall mean the length of continuous service with the Service. |

1.05 The parties agree that there will be no discrimination, as defined by the Ontario Human Rights Code. Alleged incidents of harassment will be addressed through the procedures as set out in General Order ADM - 032.

ARTICLE 2 - SALARIES

2.01 The annual salary of each member of the Bargaining Unit for the year 1993 shall be made in accordance with Appendix "A" and made part of this Agreement.

2.02 The Niagara Police Board agrees that the salaries shall be paid to the members of the Bargaining Unit weekly, and such weekly pay period will be on Friday of each week.

2.03 Commencing January 1st, 1991, a First Class Constable who is currently, and has been a First Class Constable for a minimum of ten (10) consecutive or non-consecutive years, shall receive one hundred and one point five percent (101.5%) of a First Class Constable's salary annually, and effective November 1, 1992, shall receive one hundred and two percent (102%) of a First Class Constable's salary annually. To be eligible for this classification, a Constable shall:

- (a) have successfully passed the Ontario Police College Promotional Examination for promotion to the rank of Sergeant;
- (b) re-write the Ontario Police College Promotional Examination and achieve a pass mark within every five (5) years thereafter;
- (c) on successful completion of the O.P.C. Examination [as per clause (a)], during the course of the calendar year, be entitled to a retroactive adjustment to January 1 of that year, so long as the officer has also met the service requirement effective January 1. Otherwise, such adjustment will not be effective until the date of the officer's tenth (10th) anniversary as defined above. (It is understood that officers who met the qualifications with respect to the O.P.C.

Examination effective January 1, 1991, will be "grandparented" in this regard, but will be required to requalify before the expiry of the next five (5) years.)

- (d) be free of a discipline conviction in the preceding two (2) years for which the penalty was the forfeiture of forty (40) or more hours pay or leave, *or*, forty (40) *or* more hours suspension without pay.

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ARTICLE 3 - ASSOCIATION DUES

3.01 The amount of the membership dues to the Niagara Region Police Association shall be deducted from the pay of each member of the Niagara Regional Police Service covered by this Agreement to provide for the proper operation of the Association. Such deductions shall be remitted to the Administrator of the Niagara Region Police Association. Such deductions shall be made irrespective of whether any member is or is not a member of the said Association and shall continue so long as not less than fifty percent (50%) of such members belong to the said Association, provided that the Niagara Police Board shall not incur any liability to any member for having made such deductions unless satisfactory evidence has been delivered to the Administrator of the Board proving that less than fifty percent (50%) of the members of the Niagara Regional Police Service are members of the said Association.

ARTICLE 4 - RECLASSIFICATION

4.01 A Fourth Class Constable, after twelve (12) months of continuous service as a Fourth Class Constable, satisfactory to the Chief of Police of the Service, shall be appointed a Third Class Constable by the Niagara Police Board.

4.02 A Third Class Constable, upon completion of twelve (12) months of continuous service in that rank satisfactory to the Chief of Police and upon the recommendation of the Chief of Police shall be appointed as a Second Class Constable by the Niagara Police Board.

4.03 A **second Class Constable, upon** completion of **twelve (12)** months continuous service in that rank satisfactory to the Chief of Police and upon the recommendation of the Chief of Police shall be appointed as a First Class Constable by the Niagara Police Board.

4.04 In the event that a member of the Police Service is not reclassified within thirty (30) days after the date upon which the member became eligible for reclassification, that member shall be notified in writing by the Chief of Police of the Service of the reason therefor.

4.05 Where any new rank or classification is created by the Board, the salary schedule applicable thereto shall be negotiated between the parties hereto. If any new rank or classification is created by the Board, any member required to work in such new rank or classification shall be paid at a rate specified by the Board for a period not to exceed sixty (60) days, during which time the rates of pay shall be subject to negotiation between the parties hereto.

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ARTICLE 5 - HOURS OF DUTY

5.01 A four platoon shift system of three eight (8) hour shifts shall be established, whereby a member shall be on duty for eight consecutive hours, followed by at least sixteen (16) consecutive hours off duty. Each member, while on an eight hour duty shift shall have thereout, a rest or lunch period of one hour, subject to call in the event of an emergency. Lunch or rest periods not taken as a result of work commitments shall be paid for at straight time.

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5.02 Each member shall be entitled to eight (8) days off duty out of every twenty-eight (28) day period.

5.03 Each platoon shall be made up of an equal number of Constables, and three (3) platoons shall be off duty with one (1) platoon on duty.

5.04 Any requests for change in days off or duties must be approved by the Chief of Police or designee. "Designee" means a Deputy Chief of

Police, a Superintendent, a Divisional Inspector, or a Sub-Division Commander.

5.05 The provisions of this Article shall apply insofar as in the opinion of the Chief of Police they are practicable in the circumstances, and shall at all times be subject to the exigencies of the Service, in any period of emergency, or extraordinary conditions, however caused, when the hours of duty shall be regulated and fixed by the Chief of Police.

5.06 A normal work week shall consist of forty (40) hours, but allowing for the four platoon shift system and subject to the provisions of the foregoing subsections, the hours of work shall consist of one hundred and sixty (160) hours out of every two hundred and twenty-four (224) hours, or twenty-eight (28) day period.

5.07 Each member covered by this Agreement shall report for duty at least fifteen (15) minutes prior to the commencement of their tour of duty, which time shall not be included in computing the duration of the tour of duty, and shall not be considered as overtime.

5.08 Effective January 1st, 1988 Articles 5, 6, 7, 9, 11, 12, 22, 23, and Appendix "B" shall be amended in accordance with the 12 hour Compressed Work Week System provisions, as set out in Appendix "E" attached hereto.

Effective January 1, 1989 Articles 5, 6, 7, 9, 11, 12, 22, 23 and Appendix "B" shall be amended in accordance with the 10 hour Compressed Work Week System provisions, as set out in Appendix "F" attached hereto.

5.09 To ensure that no member has been scheduled to work more or less than 2,080 hours in a calendar year, the Board shall authorize an annual audit of each member's work schedule. Such audit is to be completed by December 31st of each year. Each member shall be advised of his or her credit or debit by not later than January 31st of the ensuing year and arrangements will be made with his or her immediate supervisor

to be credited or debited accordingly. This provision applies only to those members who have worked a Compressed Work Week during the course of the calendar year and "debits" and "credits" are those that arise directly as a result of working such system.

ARTICLE 6 - OVERTIME

6.01 Overtime shall mean all hours worked in excess of a regular tour of duty, and shall be paid for at time and one-half (1-1/2) for all such hours worked, save and except as otherwise expressly provided for in this Agreement.

6.02 Overtime worked by a member in excess of fifteen (15) minutes but less than one-half hour, such member shall be paid for one-half hour at the overtime rate. Where overtime worked by a member is in excess of one-half hour but less than one (1) hour, such member shall be paid for one (1) hour at the overtime rate. Overtime worked in excess of the first hour shall be calculated to the nearest quarter hour, it being understood that if the time worked in such quarter hour period is less than seven and one-half (7-1/2) minutes, no allowance shall be made therefor.

6.03 Overtime and court time as set out in Article 13, shall be paid for in cash or by cheque calculated at the overtime rate or court time rate, at the option of the member of the Service who has worked such overtime or court time. Payment in cash or by cheque shall be paid to the member on a bi-weekly basis, unless such member shall have indicated by a notice in writing at the end of the two week period, to the Chief Administrative Officer, that he or she elects to take time off in lieu thereof, in which case the date upon which time off shall be taken shall be determined on mutual agreement between the member and his or her Division/Sub-Division Commander, subject to the provisions of Section 6.04.

6.04 The year shall be divided into quarters, and when a member has worked any overtime or court time during any quarter and wishes to take a portion thereof by way of time off, the member shall do so during such

quarter provided however that regardless of the amount of overtime or court time worked by any member during any quarter this right to take any time off as compensation therefore shall be limited to forty (40) hours in any quarter. It is however understood that no officer shall be required to take time off in lieu of pay for accumulated overtime or court time without the officer's consent.

6.05 Overtime worked and paid for in cash or by cheque shall be computed at an hourly rate based on the annual salary of the member affected at the time such overtime is worked, divided by 2,080 being the total annual regular hours of work. Time worked in excess of eight (8) hours per tour of duty shall not be deemed as overtime unless it exceeds fifteen (15) minutes.

6.06 Any member of the Service covered by this Agreement who has worked overtime, may designate such overtime to a Special Overtime Bank. This Overtime Bank shall not exceed thirty-two (32) overtime hours (forty-eight (48) regular hours) at any given time, but may be replenished by the member. The Special Overtime Bank shall not be subject to the provisions of Articles 6.03, 6.04 and 6.05, and can only be taken by the member as time off, at the discretion of the Chief of Police.

ARTICLE 7 - ACTING RANKS

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7.01 Any member of the Service covered by this Agreement who is required to perform the duties of a higher rank for a period of more than fifteen (15) working days, shall thereafter receive the pay of such higher rank for the total number of days worked in this capacity. Pay for such acting rank shall commence on the sixteenth (16th) day at the higher rate

ARTICLE 8 - EMERGENCY AND CALL-BACK DUTY

8.01 Each member, including Cadets, who has completed their regular tour of duty and left the place where the regular tour of duty is terminated and who is required to report for duty due to an emergency or impending

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emergency, as determined by the Chief or designee, shall be paid at overtime rates and in any such event shall be paid not less than three (3) hours at overtime rates. It is also agreed that where a member is required to report for an emergency while on his or her lunch hour, or where a member is required to remain on duty after the completion of their normal tour of duty and is required to report for an emergency, this clause shall not apply.

Each member, including Cadets, who has completed their regular tour of duty and left the place where the regular tour of duty is terminated, and is called back and reports for duty prior to the beginning of the member's next tour, shall be paid at overtime rates for time worked prior to such tour and in any such event shall be paid not less than three (3) hours at overtime rates. This provision shall not apply where the member has been notified of the callback at least forty-eight (48) hours prior to the said callback, including where there is a planned change in work schedules to meet staffing requirements.

It is agreed that the above provisions shall not apply where callback of a member, including Cadets, has been necessitated by reason of some negligent or improper act or omission on the part of such member, during the course of his or her duty. Payment for such overtime shall be paid to the member on a bi-weekly basis.

ARTICLE 9 - SHIFT PREMIUMS

9.01 Members of the Service who are required to work shifts will be paid a premium as follows:

(a) For all work performed on an afternoon shift there shall be a premium of eighteen cents (\$.18) per hour. The afternoon shift is defined as a regular tour of duty in which the majority of the hours worked fall between four o'clock (4:00 p.m.) and twelve o'clock (12:00) midnight. *44/10002*

(b) For all work performed on a night shift, there shall be a premium of thirty cents (\$.30) per hour. The night shift is defined as a *45/100030*

regular tour of duty in which the majority of the hours worked fall between twelve o'clock (12:00) midnight and eight o'clock (8:00) a.m.

49/610 **ARTICLE 10 - STAND-BY DUTY**

10.01 Each member covered by this Agreement, including Cadets, who is directed to stand by for duty, while off duty, for any reason, shall be paid at the rate of three (3) hours for each twenty-four (24) hours or part thereof until notified to stand down. Payment for such stand-by time shall be paid to the member on a bi-weekly basis.

79/7697 **ARTICLE 11 - SICK LEAVE**

11.01 Each member covered by this Agreement shall be granted one and one-half (1-1/2) days leave on account of sickness for each and every month of active service with full pay at the member's current rate of pay.

11.02 Any member who is off sick, shall nevertheless be deemed to be on active service for the purpose of this section only, but those members on such leave shall not be entitled to Court Time.

11.03 The days of sick leave unless used, shall be accumulative, with no maximum.

11.04 Absence on account of injuries received while on duty shall not be deemed as sick leave.

11.05 Each member covered by this Agreement having accumulated sick leave, who retires at normal retirement date, or after any extension thereof, or who is dismissed by reason of ill health, or resigns by reason of ill health, shall be granted a leave with pay at the current rate of pay for the number of days then standing to their credit, but payment for such leave shall not in any event exceed one-half of the member's yearly salary at the current rate of pay.

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11.06 After completing five (5) years of service, each member covered by this Agreement, upon resignation, shall be granted one-half pay at the current rate of pay for the year for the accumulated sick leave then standing to his or her credit, but the pay shall not exceed one-half of the member's current yearly salary in any case.

11.07 Any member covered by this Agreement who is dismissed for cause shall forfeit all accumulated sick leave standing to their credit.

11.08 Any member covered by this Agreement reporting for duty and later becoming sick and unable to complete their regular tour of duty, but has completed four (4) hours of his or her regular tour of duty, shall be credited with a full tour of duty.

11.09 In the event of the death of a member covered by this Agreement, there shall be paid to the personal representative of his or her estate, pay at the current rate of pay for the number of days sick leave then standing to his or her credit. Payment for such leave shall not in any event exceed one-half (1/2) of his or her yearly salary at the current rate of pay.

11.10 The current daily rate of pay mentioned in the provisions of this Article of this Agreement shall be computed by dividing the amount of the member's yearly salary in effect at the date of retirement, or resignation, by two hundred and sixty (260).

11.11 Notwithstanding any of the provisions of this Article, any member who, on December 31, 1970, had an accumulation of sick days in excess of 300 days, pursuant to the terms of the 1970 Collective Agreement, shall retain credit for such excess until used.

11.12 A member who, on account of illness or injury is absent from work for ten (10) or more consecutive working days or thirty (30) or more accumulative working days in a calendar year may be required to submit and if required will submit, a completed physician's report to the Board or its designate by the end of the ten (10) consecutive days or thirty (30) accumulated working days referred to above. Such report will provide a reason for the member's absence and a prognosis for return to work by the member's physician. If the member's absence continues beyond ten (10) consecutive working days or thirty (30) accumulated working days in a calendar year, the member may be required by the Board or its designate to report to a physician selected by the Board for a medical examination. The Board's physician is authorized to provide the parties with a report stipulating a reason for the continued absence and a prognosis for return to work. If there is a disagreement between the opinions of the member's physician and the Board's physician, then the member may be required to submit and if required will submit, to a medical examination by an independent medical physician or specialist agreed to by the parties to this Agreement. Such independent physician may consult as necessary with any other physician. The independent physician shall advise the parties in writing in report form as provided, regarding his/her findings and prognosis and his/her determination shall be binding on the parties. The Board shall have the right to require re-examination of the member by the independent physician at reasonable intervals while the member is off duty. There will be no further entitlement to sick leave payments or accumulated sick leave payout under the Agreement in the following instances:

- (i) Failure to submit an attending physician's report without reasonable excuse;
- (ii) Without reasonable excuse, fail to report to the Board's physician or specialist as above on the date set by the Board for examination;
- (iii) A determination by the member's own physician or the independent physician or specialist that the member is able to resume work.

The member consents that all medical information or reports, x-rays, etc., relating to his/her medical condition will be made available to the Board's physician or the independent physician as the case may be. The member authorizes the release to the parties of such physician's report(s) and prognosis.

Any fee charged by the member's physician, that is not provided for in the medical, hospital and drug coverage provisions of the Working Agreement, shall be borne by the Board up to a maximum of fifty dollars (\$50.00). Fees for the Board's physician and the independent physician or specialist not provided for in the medical hospital and drug coverage provisions of the Working Agreement, shall be borne by the Board. The parties agree that all medical information or reports, x-rays, etc., accumulated in accordance with these provisions will be kept confidential and access to same will be restricted to the member and the Chief of Police or designee.

It is further agreed that none of the information accumulated will be used for the purposes of section 47, Subsection 2 of the Police Services Act of Ontario, R.S.O. 1990, Chapter 10 as amended.

11.13 Members required to attend court while on sick leave shall have their sick leave bank credited in accordance with the court allowance provisions of this agreement.

11.14 The Board will ensure no loss of annual leave for members who, on account of illness or injury, are absent from work. Such annual leave may be paid for by cheque or by rescheduling of the annual leave time at the member's option and within one (1) week of the member's return, the member and the Chief of Police or designee shall mutually agree upon when the vacation credit, statutory holidays and float time shall be taken by December 31 of the year of return, or in the alternative, the member may elect to be paid for same at the current rates of pay.

Members who, as a result of absence due to illness or injury, are unable to take vacation, statutory and/or float entitlement by December 31 of the year of entitlement, shall be paid by cheque for same at the rates applicable.

Members who have been on Long Term Disability for twelve (12) months or more shall not thereafter be entitled to accrue annual or statutory leave for any period of absence beyond the 12 months.

Members who, on account of illness or injury, are absent from work shall for the first six (6) months of such absence remain on their present shift base and shall not be deprived of float time for that six (6) month period if otherwise applicable.

In the year a member returns to duty, he or she will receive his/her full leave entitlement for that year.

11.15 The Board shall authorize sick leave entitlement for those members involved in Infertility Programs, subject to the member providing a written request and medical substantiation in advance.

11.16 The provisions of this Article will apply to all members of the Service who commenced their service prior to January 1, 1990. These provisions shall not be subject to change in any way, at any time, without the approval in writing of a clear two-thirds (2/3) majority of the members eligible to participate in the provisions **as** herein established.

11.17 All members who commenced their service with the Service on or after January 1, 1990 will be enrolled in the Income Replacement Plan as provided for in "Appendix G" attached hereto.

ARTICLE 12 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS

12.01 Each member covered by this Agreement shall be granted, during the term of this Agreement, annual vacations with pay at the current rate of pay, **as** follows:

12.02 All members with less than one year of service shall receive vacation on the basis of the provisions of Article 12.03 but pi-0-rated according to his/her actual length of service up to a maximum of ten (10) working days.

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12.03 All members having completed one or more years of service shall receive ten (10) working days.

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12.04 All members having completed five (5) or more years of service shall receive fifteen (15) working days.

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12.05 All members having completed ten (10) or more years of service shall receive twenty (20) working days.

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12.06 All members having completed seventeen (17) or more years of service shall receive twenty-five (25) working days.

23-06

12.07 All members having completed twenty-three (23) or more years of service shall receive thirty (30) working days.

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12.08 All members having completed thirty (30) or more years of service shall receive thirty-five (35) working days.

12.09 Each member covered by this Agreement, shall be granted, during the term of this Agreement in addition to the annual vacation, eleven (11) working days in lieu of statutory holidays and declared holidays, and in addition each member shall be granted an additional floater day off upon mutual agreement with his or her Division/Sub-Division Commander. Each member shall be paid at the rate of time and one-half (1-1/2) for all hours worked on a statutory holiday.

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12.10 Annual vacations and Statutory holidays will be granted in accordance with Appendix "B" which forms part of this Agreement.

ARTICLE 13 - COURT ALLOWANCE

13.01 Effective January 1, 1990, each member of the Service who is required to attend a Court sitting as a witness while off duty, because of his or her duties and status as a Police Officer, shall be paid in cash or by cheque or by way of time off as set out in Articles 6.03 and 6.04 herein, a

minimum of three (3) hours pay at time and one-half (1-1/2), irrespective of the actual period of time which he or she is required to remain in Court. The three (3) hour minimum shall apply for each Court sitting. A court sitting shall mean a morning sitting, an afternoon sitting, or an evening sitting. Where a Court sitting exceeds three (3) hours minimum, he or she shall be entitled to be paid at the rate of time and one-half for any period that he or she is required to remain in Court for over three (3) hours.

13.02 The hourly rate of pay shall be based on the annual salary of each member of the Service affected, divided by 2,080, being the total annual regular hours of work. The provisions of this paragraph with respect to a minimum payment shall not apply to a situation where a member attends Court during a regular tour of duty and is required to remain in Court after the time that the tour of duty is normally over, in which event the member shall receive regular overtime pay. It is further understood and agreed that the members shall be entitled to receive pay on an hourly basis as set forth above, irrespective of the number of different cases in which a member may be required to give evidence in any one day.

13.03 A member shall be notified prior to 2300 hours of the day prior to the court attendance if the said court attendance is cancelled, otherwise the member is to be paid for the scheduled court appearance.

13.04 For the purpose of this provision, a morning sitting, an afternoon sitting, and an evening sitting shall be defined as follows:

Morning Sitting	9 a.m. to 1 p.m.
Afternoon Sitting	1 p.m. to 5 p.m.
Evening Sitting	5 p.m. to 9 p.m.

13.05 Each member of the Service who is required to attend a Court sitting as a witness while off duty on annual vacation or on a statutory holiday, because of his or her duties and status as a Police Officer, shall be paid in cash or by cheque or by way of time off as set out in Articles 6.03 and 6.04 herein, a minimum of four (4) hours pay at double the member's regular hourly rate, irrespective of the actual period of time which he or she

is required to remain in Court. Where a Court Sitting exceeds the four (4) hour minimum, he or she shall be entitled to be paid at the rate of double time for any period that he or she is required to remain in Court for over four (4) hours. The hourly rate of pay shall be based on the annual salary of each member of the Service affected, divided by 2,080, being the total annual regular hours of work.

13.06 When a member is on annual or statutory leave and must make a court appearance, transportation, accommodation, and meals shall be provided at the discretion of the Service, and in addition the member shall be provided with one (1) additional day for each day or part thereof required for such court appearance.

13.07 When a member is on annual leave, such leave being scheduled prior to the member being informed of the court date being set, is required to attend court and is called back from a holiday location outside of the Niagara Region, such member shall be provided with one (1) additional day for each day or part thereof required for travel to court from that holiday location and one (1) day for each day or part thereof required for return travel to the holiday location (if applicable).

Such payment shall be contingent on the member providing written notice to the Court Sergeant that he/she will be out of the Region on annual leave during the period of court sitting and such notice must be received within two (2) weeks of the member receiving notification of his/her requirement to attend court.

13.08 COURT - shall mean Provincial Judges Court, County Court, Supreme Court, Division Court, Family Court, Juvenile Court, Traffic Court, or any Judicial or Quasi-Judicial hearing, or at any sitting not specified where a member is required to attend as a witness and give evidence as part of his or her Police duties.

13.09 Each member required to attend any Court session outside of the Niagara Regional area, and required to attend as a witness and give evidence as part of his or her Police duties, and who is required to use their

own vehicle or provide their own transportation, shall be paid a mileage allowance of twenty-eight point eight (28.8) cents per kilometer and a meal allowance of ten dollars (\$10.00) for each meal after four (4) hours attendance.

Reasonable travel time for Court attendances outside the boundaries of the Niagara Regional area shall be granted at the discretion of the Board. Such travel time will be paid at the rate of time and one-half (1-1/2).

13.10 Each member required to attend Court outside the Divisional area in which such member resides and is required to attend as a witness and give evidence as part of his or her Police duties in another Divisional area within the Niagara Regional area, and who is required to use their own vehicle or provide their own transportation, shall be paid a mileage allowance of twenty-eight point eight (28.8) cents per kilometer and a meal allowance of ten (\$10.00) dollars for each meal after four (4) hours attendance.

13.11 Payment for such Court allowance shall be on a bi-weekly basis

13.12 Mileage, Meal allowances and accommodation costs shall be paid on claim.

13.13 Witness fees and expense money, including conduct money received by any members for attending any Court as defined in this Article other than money received by such member pursuant to the provisions of this Article, shall be paid to the Board,

13.14 Those members on Workers' Compensation shall not be entitled to Court Time.

13.15 A member who has retired from the Niagara Regional Police Service and is required to attend court as a result of former duties as a member of the Niagara Regional Police Service, shall be compensated at straight time for actual time spent in court, based on the member's hourly

rate of pay at the time of retirement (at a minimum of one hour's pay for court attendance).

13.16 In situations where an officer is not transferred to day shift during a period when he/she is required to appear in court on a criminal or statutory offence as a result of his/her duties and is subsequently found to be not guilty, the officer shall be entitled to retroactive payment on the same basis as if he/she were a witness.

ARTICLE 14 - SERVICE PAY

14.01 Each member covered by this Agreement shall be granted a service bar for each period of five (5) years' continuous service.

14.02 Each service bar shall entitle the recipient to an allowance of seventy-five dollars (\$75.00) with no maximum.

14.03 Such service pay is to become due on the anniversary date of the member and shall be payable on the first pay period in the month of December in each year.

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ARTICLE 15 - MEDICAL, HOSPITAL AND DRUG INSURANCE

15.01 The Board shall pay one hundred percent (100%) of the current premium costs to provide each member covered by this Agreement with the following:

15.02 Medical Insurance under the Ontario Health Insurance Plan.

15.03 Supplementary Blue Cross for hospital care or semi-private coverage or equivalent.

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15.04 Drug prescription under Blue Cross prescription drug plan subject to a deduction of one dollar (\$1.00) per prescription or equivalent. This benefit shall exclude all over-the-counter laxatives and shampoos.

15.05 Extended Health Benefits under Blue Cross Extended Health Care plan or equivalent with prosthetic appliances and durable medical equipment to a maximum of twenty thousand dollars (\$20,000) per person per year and Private Duty Nursing to a maximum of 120 days per person per year and private hospital room coverage to a maximum of 120 days per person per year. This Extended Health Benefit shall also provide for paramedical coverage which includes the following:

- (a) Chiropractor, Osteopath, Podiatrist, Chiropractist, to a maximum of three hundred dollars (\$300.00) per benefit year.
- (b) Psychologist to a maximum of one thousand dollars (\$1,000.00) per benefit year, with no hourly fee cap or fee limitation for the first visit.
- (c) Audio-Hearing Aids to a maximum of three hundred dollars (\$300.00) every three years.
- (d) Obus Back Supports
- (e) Blue Cross Deluxe Plan, Out-of-Province Coverage.

15.06 Dental Coverage as follows:

- (a) Blue Cross Dental Plan No. 9 or equivalent
- (b) The O.D.A. Fee Schedule is to be one year in arrears
- (c) Orthodontia rider [fifty percent (50%) CO-Insurance, two thousand dollars (\$2,000.00) lifetime limit].

15.07 Vision Care under Blue Cross Vision Care Plan or equivalent (\$150.00) maximum - 24 months).

15.08 The Board will continue to pay the premiums necessary to continue the insurance coverage provided by this Article (save and except 15.06 (B) and 15.07) for members retiring from this Service at normal retirement date in the same manner as if their employment continued. The benefit described pursuant to Article 15.05(c) is subject to a seventy-five thousand dollar (\$75,000.00) per person, per year, limit. This shall apply

to such **members** who have retired on or after January 1, 1970 and before July 31, 1983.

15.09 For members who retire at normal retirement date after July 31st, 1983, the Board will continue to pay O.H.I.P., and Extended Health Care premiums as defined in Articles 15.02, 15.03, 15.04 and 15.05 until age 65.

15.10 If a member becomes totally disabled as defined by the Ontario Municipal Employees Retirement System, the Board will pay O.H.I.P., Extended Health/Vision Care and Dental plan premiums as defined in Articles 15.02, 15.03, 15.04, 15.05, 15.06 and 15.07 until age 65.

15.11 (a) In the event of the death of a member killed while on duty or who dies as a result of injuries sustained while on duty, the Board shall continue to pay premiums to O.H.I.P., Extended Health/Vision Care and Dental plans as defined by 15.02, 15.03, 15.04, 15.05, 15.06 and 15.07 on behalf of the widow/widowers. These payments will continue until the widow or widower remarries or lives common-law as defined in the Family Law Act or reaches the age of 65, whichever first occurs.

(b) The Board will also continue premium payments to these plans on behalf of the dependents of such deceased member, until the dependent(s) marries or lives common-law as defined in the Family Law Act or is/are employed full time or reaches the age of 21, whichever first occurs.

15.12 (a) The Board will extend to the spouse of a deceased member, the privilege of joining the O.H.I.P., Extended Health/Vision Care plans and Dental plan until the spouse marries or lives common-law or reaches the age of 65, whichever first occurs, provided the spouse pays his/her own premiums.

(b) The Board will extend to the dependent(s) of a deceased member, the privilege of joining the O.H.I.P., Extended Health/Vision Care plan and Dental plan until the dependent(s) marries or lives common-law or is/are employed full time or reaches the age of

21, whichever first occurs, provided the dependent pays his/her own premiums.

- 15.13 (a) The Board shall continue to pay Medical Insurance under the Ontario Health Insurance Plan and Extended Health Care Premiums as defined in Articles 15.02, 15.03, 15.04 and 15.05 on behalf of those members who retire early (i.e. after thirty years of service, or in accordance with the O.M.E.R.S. 85 factor) until age 65.
- (b) Such members shall be allowed to participate in Retiree Dental and Vision Care plans as defined in Articles 15.06 and 15.07 respectively until age 65, provided they pay their own premiums and allow no lapse in coverage.

15.14 Effective October 16, 1992, when a retiree reaches the age of 65 years the Board will extend to his/her spouse the privilege of participating in the coverage provided in Article 15 until he or she reaches the age of 65 years, and provided the spouse pays his or her own premiums, provided that there be no lapse in coverage, i.e., the spouse must accept the coverage when it first becomes available.

ARTICLE 16 - PENSION PLAN

16.01 The normal retirement age for Police members of the Service shall be **sixty** (60) years of age.

16.02 The Board shall provide the O.M.E.R.S. Basic Pension Plan Benefit as prescribed under the O.M.E.R.S. Act and Regulations thereto (R.S.O. 1980, ch. 348 as amended).

16.03 In addition, the Board shall provide a two percent (2%) Supplementary Type I Past Service Benefit based on the same formula as provided in the Regulations to the O.M.E.R.S. Basic Pension Plan Benefit. The Board shall pay the total cost of such Supplementary Past Service Benefit. Each member shall contribute seven percent (7%) of contributory

earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and eight and one-half percent (8-1/2%) on all excess contributory earnings. Similarly, the Board shall contribute seven percent (7%) of contributory earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and eight and one-half percent (8-1/2%) on all excess contributory earnings.

16.04 The Board agrees to provide a Special Pension Provision as set out in Appendix "C" which forms part of this Agreement.

16.05 The Board agrees to provide a war service optional component to the said O.M.E.R.S. Pension Plan on the terms and conditions set out in the Arbitration Award of P.G. Barton dated July 19, 1979. Payment for such "credited" military service will be in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations thereto.

16.06 The Board shall provide the O.M.E.R.S. Supplementary Type III Pension Plan with respect to 30 years of service. The Board shall enter into a supplementary agreement with O.M.E.R.S. for retirement because of permanent partial disability as determined by the employer.

ARTICLE 17 - PLAINCLOTHES REIMBURSEMENT

17.01 Each member covered by this Agreement who is required to provide and wear ordinary clothing as part of their regular duties, shall be reimbursed by the Board for expenses incurred in the purchase of such clothing, upon presentation of the necessary receipts. Such reimbursement shall be in an amount not to exceed one thousand dollars (\$1,000.00). Reimbursement may be made quarterly during a calendar year.

17.02 Each member serving in plainclothes on a part-time basis shall receive a clothing expense allowance on a pro-rata basis, during the first six (6) months of such service in any year after having served in plainclothes for twenty (20) working days in such year.

17.03 Each member continuing to serve in plainclothes for more than six (6) months in any year shall be reimbursed for the expenses incurred, in the same manner as set forth in Article 17.01.

ARTICLE 18 - CLEANING OF UNIFORMS AND EQUIPMENT

18.01 The Board shall provide Contract Cleaning to an amount agreed to by the Board and the Association, but not to exceed two hundred dollars (\$200.00) per annum per member.

ARTICLE 19 - LIFE INSURANCE

19.01 The Board shall pay one hundred percent (100%) of the premium cost required to provide each member of the Service with term life insurance coverage in an amount equal to twice the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).

19.02 The Board shall pay one hundred percent (100%) of the premium cost required to provide each member of the Service with Accidental Death and Dismemberment Insurance in an amount equal to twice the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).

19.03 Early retirees shall be allowed to participate in life insurance coverage as provided in Articles 19.01 and 19.02 up to a maximum of \$25,000 until age 65, provided they pay their own premium costs.

19.04 The Board shall implement a retiree group insurance plan and members who are retiring at normal retirement age or who have continued their life insurance as provided in Article 19.03 will be allowed to participate in the retiree plan provided they agree to pay their own premium costs.

19.05 Members who retire at their normal retirement date or after 30 years of service, or in accordance with the O.M.E.R.S. 85 factor, shall be provided with paid-up life insurance in the amount of three thousand dollars (\$3,000.00).

ARTICLE 20 - WORKERS' COMPENSATION

20.01 Each member covered by this Agreement who is absent on account of injuries received while on duty and who is receiving a salary or wage award from the Workers' Compensation Board shall be entitled to be paid the difference between the wage and salary award from the Workers' Compensation Board and his or her current net salary as long ~~as~~ such member remains in the employ of the Niagara Police Board. Any member who does not comply with the provisions of the Workers' Compensation Act or Regulations thereto and subsequently receives a salary or wage award or an amount less than the prevailing maximum payable, due to such non-compliance, shall not receive from the Niagara Police Board the difference between the wage or salary award paid by the Workers' Compensation Board and his or her current net salary. For the purpose of this Clause, net pay shall be the pay for the rank of the member as shown in Appendix "A" less those deductions required under Government Statutes, pension plans and as provided for in this Agreement.

20.02 Each member covered by this Agreement who is injured as a result of carrying out his/her duties shall not be deprived of his/her vacations, statutory holidays or float time ~~as~~ a result thereof, and shall accumulate such vacation credits, statutory holidays and float time as he/she might otherwise receive. Within one week of the member's return, the member and the Chief of Police or designee shall mutually agree upon when the vacation credit, statutory holidays and float time shall be taken within the following twelve (12) months, or in the alternative, the member may elect to be paid for same at the rates of pay applicable in the year of accrual.

20.03 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the Workers' Compensation Act (assuming timely and proper application is made) elects instead to claim against a third party, he/she shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the Service out of the proceeds of any settlement or judgement upon such claim, ~~the~~ amount of money

equivalent to the value of such sick pay benefits and upon his/her return to duty having made such reimbursement, his/her accumulated sick pay credits shall be restored accordingly.

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ARTICLE 21 - TRAINING PERIODS

21.01 Each member covered by this Agreement may be required from time to time, to attend training periods in addition to their regular tour of duty, not to exceed in all four (4) hours in any one month, such time shall not be accumulative and shall be defined as overtime and paid for accordingly. No member shall be required to attend a training period while on rest days, statutory or annual leave.

ARTICLE 22 - MOTORCYCLE ALLOWANCE

22.01 Each member covered by this Agreement who is required to operate a motorcycle shall receive an allowance of thirty-one and three tenths (31.3) cents per hour in addition to their regular salary during such time assigned to motorcycle duty. Payment for such motorcycle allowance shall be on a bi-weekly basis.

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ARTICLE 23 - MEAL ALLOWANCE

23.01 Each member covered by this Agreement who works eleven (11) continuous hours, shall be granted a meal allowance of ten dollars (\$10.00). Where a member works more than eleven (11) continuous hours, further payments of meal allowance shall be at the discretion of the Chief of Police or designee.

23.02 Each member when assigned to work in an area in which, by reason of isolation, the amenities of life are denied, shall be provided with a meal or meal allowance of ten dollars (\$10.00) in lieu thereof.

23.03 Each member, when assigned to work out of his or her jurisdiction for a period of more than four (4) hours, shall be granted a meal allowance of ten dollars (\$10.00).

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23.04 Payment of such meal allowance shall be on a bi-weekly basis

ARTICLE 24 - EDUCATION EXPENSES

24.01 Each member who is directed to attend a Police College, or any other authorized course requiring accommodation on the part of the member at a place other than their usual residence, shall be paid an expense allowance in the amount of ten dollars (\$10.00) per day in addition to regular salary, and in addition shall be provided with the necessary accommodations, meals, books, equipment and other related expenses where necessary for such attendance.

24.02 In the event that weekend accommodations *and/or meals* are not provided, the member shall receive the necessary expenses for accommodations and meals.

24.03 Each member covered by this Agreement, who makes application and who is approved by the Niagara Police Board to attend university or any institution of higher learning, to take an approved degree course, technical course, seminar course, or to receive any training (physical or otherwise) which will complement his/her knowledge and be of benefit to the Service, may be granted the necessary time off with pay, and may have all fees for registration, tuition, textbooks, visual aids and incidental expenses paid by the Niagara Police Board. Such approval shall be in the complete and uncontrolled discretion of such Board.

24.04 Any member required to attend a course at the Ontario Police College or the Canadian Police College will be recorded as at school for one (1) eight (8) hour day prior to the date of commencement of the course and one (1) eight (8) hour day subsequent to the date of completion of the course to accommodate travel to and from the College.

ARTICLE 25 - SPECIAL DUTY

25.01 Special Duty shall be defined as duties assigned to members apart from their regular duty, resulting from the request of individuals, corporations or organizations for special services, requiring the sanction of the Chief of Police or designee. Such duty is to be paid for at the rate fixed by the Niagara Police Board to be paid to such Board by the individual, corporation or organization making such requests. "Designee" shall be defined as in Article 5.04.

25.02 Each member assigned to such duty shall be paid at the overtime rate of a First Class Constable's wage, and in any event shall be paid not less than four (4) hours pay computed at the regular rate of pay irrespective of the actual period of time the member is required.

25.03 Each member assigned to such duty on a declared holiday shall be paid at the double time rate of a First Class Constable's wage and shall be paid not less than four (4) hours, computed at the regular rate of pay, irrespective of the actual period of time the member is required.

25.04 For the purpose of this Article, a member on special duty sanctioned by the Chief of Police or designee shall be deemed to be on duty. "Designee" shall be as defined in Article 5.04.

25.05 Payment for such special duties shall be on a bi-weekly basis

ARTICLE 26 - UNIFORM CLOTHING

26.01 Each member shall be provided with the following Police Uniforms and clothing on appointment to the Police Service, and shall be replaced as indicated in the following schedule or sooner if required by reason of damage, subject to the provisions of The Police Services Act, and the Regulations and By-Laws passed pursuant thereto:

1 Pair Mitts	as required
1 Winter Hat	as required
1 Summer Cap	as required
1 Tunic	as required
4 Trousers	as required
4 Short Sleeve Open Neck Shirts	as required
4 Short Sleeve Shirts	as required
4 Long Sleeve Shirts	as required
3 Ties	as required
1 Winter Parka	as required
1 Raincoat	as required
2 Pairs Shoes or Boots	as required*
1 Pair Overshoes	as required
1 Pair Winter Gloves	as required
1 Pair Rubbers	as required
1 Model 200 F Female Cap	as required
1 Pouch for Protective Gloves	as required

* Note: Effective date of ratification 1993, boots provided will be similar to the style provided to the Canine Unit.

26.02 Clothing and equipment for specialized functions shall be supplied on an ~~as~~ required basis.

26.03 Members who have been successfully certified and maintain such certification, as require, pursuant to Ministry Use-of-Force training requirements, shall be issued a pepper spray canister and holder.

ARTICLE 27 - SPECIAL LEAVE

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27.01 Special Leave shall be granted as follows:

27.02 Any member covered by this Agreement who is elected to represent the Association at the Annual Convention of the Police Association of Ontario, shall be granted leave if required to attend the

convention, but the total of such leave with full pay shall not exceed five (5) working days. The number of representatives shall not exceed eleven (11) in number in accordance with the Police Association of Ontario Constitution and By-Laws.

27.03 Any member covered by this Agreement who is elected to represent the Association at the Executive Board or Quarterly Meetings of the Police Association of Ontario, he or she shall be granted leave to attend such meetings, if required, but the total of such leave with full pay shall not exceed three (3) working days per quarter. The number of representatives shall not exceed three (3) in number, in accordance with the Police Association of Ontario, Constitution and By-Laws.

27.04 Any member who is elected to the Board of Directors of the Police Association of Ontario, shall be granted, if required, twenty-four (24) working days each year, with full pay, to attend such meetings of the Board. This Article is applicable to one member of the Association and shall not exceed five (5) days off in any calendar month.

27.05 Any member who is elected as a member of the Bargaining Committee of the Association, which shall not exceed six (6) in number, shall be granted time off with pay when required to attend meetings with the Niagara Police Board. Where a member of the Bargaining Committee is scheduled to work the night shift immediately prior to the scheduled start of such meetings, he or she will receive six (6) hours off duty before the commencement of such meetings without loss of pay.

27.06 Any member of the Bargaining Committee, Executive Council and the Board of Directors of the Association will be permitted the necessary time off with pay to attend their respective meetings. Such time off will be granted at the discretion of the Chief of Police or designee on reasonable advance notice being given and will be granted only to members who are on duty or scheduled for duty at the time of the meeting for which the member's presence is required, and such member shall return to complete the scheduled tour of duty upon the completion of the meeting for which their presence was required.

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27.07 A member shall be granted leave without pay, not to **exceed six** (6) months in duration for the purpose of adopting a child or children.

27.08 A member shall be granted leave without pay for one (1) day for the purpose of being present at the time the member's child or children are born.

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ARTICLE 28 - COMPASSIONATE LEAVE

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28.01 Any member covered by this Agreement shall be entitled to receive four (4) consecutive days leave of absence with full pay to attend the funeral of a relative, provided the member shall not be paid for those days on which he or she was not scheduled to **work**. For the purpose of this Article, a relative is defined as including only - wife, husband, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren or persons in loco parentis, current step-parents, step-children, and step-siblings.

28.02 If a member wishes this Article to apply to a common-law spouse as defined in The Family Law Act, the Service must be notified prior to any claim against this provision. Notification by a member shall void previous spousal or in-law relationships for the purposes of this Article.

28.03 In the event that interment is delayed, resulting in a second ceremony, a member may make application to the Chief or designate for approval of one (1) additional day of paid leave of absence to allow for the members attendance at such ceremony. Such approval shall not be unreasonably withheld.

ARTICLE 29 - LEAVE OF ABSENCE

29.01 The Board shall grant, for the duration of this Agreement, a leave of absence from Police or Civilian duties to a maximum of two Association members selected by the Association, for the purpose of carrying out the

business of the Association. Such member(s) may be drawn from the Uniform or Civilian ranks, at the Association's option, but at no time shall the number of Civilian and Uniform Association members on such leave exceed a total of two (2) in number. The said leave(s) of absence shall be without pay and the member(s) so selected shall be considered a full time member(s) of the Niagara Regional Police Service and entitled to the accumulation and debits of his/her sick leave. As such, the member(s) shall receive his/her normal remuneration at the rate established by the Association and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits. In addition, the member(s) selected by the Association shall be entitled, if he/she has all the qualifications, to write any Departmental Promotional examinations while he/she is on such leave of absence.

29.02 A member may make application to the Chief of Police for a leave of absence without pay. The Chief's discretion in this regard is unfettered and the decision will be **final**. Neither the decision or the reasons for such decision shall be subject to the Grievance Procedure.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.01 The Grievance Procedure is to be set forth as follows:

30.02 The parties hereto agree that all differences arising between the parties from the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or arising from any alleged violation of this Agreement, shall be dealt with in accordance with the following grievance procedure, provided however this section shall not apply to matters provided for in The Police Services Act of Ontario and Regulations made pursuant thereto.

30.03 The Niagara Police Board shall recognize and deal with the Grievance Committee to be appointed by the Niagara Region Police Association consisting of not more than seven (7) members of the Association who shall be members of the Police Service covered by this Agreement.

30.04 A representative of the Police Association of Ontario and legal counsel may attend at any **step of the grievance procedure including** arbitration.

30.05 Any person covered by the provisions of this Agreement who feel that they have a grievance shall, within fourteen (14) days after becoming aware of the fact which is the subject of the grievance, present the grievance in writing to the Grievance Committee.

30.06 The Grievance Committee shall investigate the grievance of the member and attempt to resolve same *informally*. If the informal resolution is not successful, the Grievance Committee shall present the grievance signed by the aggrieved member to the Chief of Police or designee within thirty (30) days of the date upon which the grievance was presented to the Committee by the member.

30.07 The Chief of Police or designee shall meet with the Grievance Committee within fourteen (14) days from the date upon which the grievance is presented by the Grievance Committee, and shall render a decision in writing within seven days thereafter.

30.08 If the Chief of Police or designee fails to meet with the Grievance Committee within the said fourteen (14) days through default, or if the decision of the Chief of Police or designee is not acceptable to the Grievance Committee, or if the Chief of Police or designee has not rendered a decision within the time prescribed by the preceding paragraph, the Grievance Committee may forward a copy of the member's grievance to the Administrator of the Niagara Regional Police Services Board, but shall do so within fourteen (14) days of the date upon which the Chief or designee has rendered a decision, or if the Chief or Designee fails to render any decision within the said seven (7) days, or to meet within the said fourteen (14) day period, then within fourteen (14) days after the expiration of such fourteen (14) or seven (7) day period respectively.

30.09 The Niagara Regional Police Services Board shall, within thirty

(30) days after service of the copy of the grievance upon the Administrator, meet with the Grievance Committee and shall within seven (7) days after meeting with the Grievance Committee, notify the said Committee in writing of its decision with regard to the grievance.

30.10 In the event that the decision of the Niagara Regional Police Services Board is not acceptable to the Grievance Committee, the said Grievance Committee may notify the said Board in writing, that it desires the grievance to be submitted to an arbitrator, in accordance with The Police Services Act.

30.11 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not related to the subject matter of this Agreement.

The cost of the arbitrator, if any, shall be borne equally by the Niagara Region Police Association and the Niagara Regional Police Services Board.

30.12 It is agreed that any of the time limits set out in this Article may be extended by the mutual agreement of both parties.

30.13 A dispute relating to general application or interpretation (policy grievance) may be initiated by either party commencing at the step in the process identified as Article 30.06.

30.14 In the event that the Board has filed the grievance, the counterpart for the Chief of Police shall be the Association President.

ARTICLE 31 - PERSONNEL

31.01 The Niagara Police Board shall employ adequate numbers of Police personnel in order to provide a minimum of eight (8) two-officer car patrols, between the hours of eight o'clock (8:00) p.m. and four o'clock

(4:00) a.m. of the ensuing day, in Divisional areas of the Niagara Region. The two-officer car patrols shall be deployed in the Divisional area of the Service as specified in Appendix "D" which forms part of this Agreement.

31.02 The hours of deployment may be varied on the mutual agreement of both parties hereto. Appendix "D" shall be in the form attached hereto.

ARTICLE 32 - PREGNANCY AND PARENTAL LEAVE

32.01 Pregnancy and Parental Leave shall be administered in accordance with the Ontario Employment Standards Act. *58, A 280*
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32.02 Pregnant employees who have been employed with the Service for a minimum of thirteen (13) weeks prior to the expected birth date will be entitled to a seventeen (17) week unpaid pregnancy leave and an eighteen (18) week unpaid parental leave. *63*
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32.03 Every member who becomes pregnant shall notify the Chief of Police in writing of the pregnancy no less than five (5) months prior to the expected date of delivery, which shall be verified in writing by a qualified medical practitioner.

32.04 Such member shall identify the date of commencement of such pregnancy leave, which date shall be no earlier than seventeen (17) weeks prior to the expected date of delivery.

32.05 Pregnancy leave shall terminate seventeen (17) weeks after it began, but no earlier than six (6) weeks after the date of delivery, or at an earlier date if the employee gives at least four (4) weeks notice of her intent to return to duty on an earlier date, accompanied with a certificate from a medical practitioner to the effect that the member's health will not be impaired by returning to duty at an earlier date.

32.06 Pregnancy leave without pay shall be in accordance with the Employment Standards Act of Ontario, except that a member commencing

such leave, who is in receipt of U.I. pregnancy benefits pursuant to the Unemployment Insurance Act, shall be paid a supplementary benefit in an amount which is seventy-five percent (75%) of her regular weekly earnings for the two (2) week unemployment insurance waiting period.

In addition, for those commencing pregnancy leave after Date of Ratification (1991), following completion of the two (2) week waiting period, such member shall be entitled to a supplemental unemployment benefit for a maximum period of fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her regular weekly unemployment insurance benefits and any other earnings.

Regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours.

32.07 A member on pregnancy leave shall continue to accrue seniority during the period of such leave.

32.08 An employee who has been employed with the Service for at least thirteen (13) weeks and who is the parent of a child is entitled to an eighteen (18) week leave of absence without pay (parental leave) following:

- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

~~32.09~~ Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

32.10 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

32.11 An employee requesting parental leave shall notify the Chief of Police in writing of such request no less than five (5) months prior to the expected date of commencement of leave.

32.12 A member granted pregnancy and/or parental leave must make written application to the Chief of Police to return to work, at least two (2) full weeks before the expiration of the pregnancy or parental leave, indicating her/his intention to return to work on the expiry date. In the event that any member fails to make such written application as aforesaid, such failure shall constitute just cause for termination of his/her employment as of the expiry date.

32.13 A member shall not receive sick leave pay in accordance with Sick Leave Article 11 of this Agreement during the period of pregnancy or parental leave or accumulated sick leave at the prevailing rate.

32.14 A member on parental leave shall continue to accrue seniority during such leave period, but shall not accrue vacation, statutory holiday or other leave entitlement.

32.15 Benefits outlined in Articles 15 and 19 where applicable, shall be provided to the member while on pregnancy and/or parental leave.

32.16 The employer shall continue its contribution for pension pursuant to Article 16 for the period of pregnancy and/or parental leave so long as the employee completes and submits an election to continue his/her pension contribution during the period of leave. Such election must be received by the Service at least two (2) weeks prior to the commencement of the initial period of leave.

ARTICLE 33 - GENERAL PROVISION

33.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 34 - FORMER MEMBERS

34.01 A former member of the Service who has been dismissed or resigned from the Service for reasons other than ill health or retirement, prior to the execution of this Agreement, shall not be entitled to any increase in wages or other benefits as herein provided.

ARTICLE 35 - CADETS

35.01 Cadets are deemed to be Civilian Members of the Service, by virtue of The Police Services Act. A Letter of Intent re Cadets is included in this Agreement.

ARTICLE 36 - SENIORITY, LAY-OFF AND RECALL

36.01 Seniority is defined as the length of continuous service with the Service and for the purpose of this Article shall be applied in determining the order of lay-off or recall of members.

36.02 Seniority shall be effective from the date employment commences with the Service.

36.03 The Board shall maintain an up-to-date list, showing the date upon which each member's service commenced. A copy of the seniority list shall be posted in each DIVISION, SUB-DIVISION, BRANCH and DEPARTMENT, and sent to the Association prior to July 1, in each year.

36.04 Seniority rights shall cease in the following circumstances:

- (a) If a member resigns.
- (b) If a member is discharged under The Police Services Act and not reinstated.
- (c) If a member retires.
- (d) If a member is laid off for a period in excess of twelve (12) months.

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- (e) If a member who has been laid off does not report for work within ten (10) days of recall, as provided in Article 36.06.

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36.05 Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition and where such action is not in contravention of The Police Services Act, the lay-off of members shall occur by reverse order of seniority, subject to the exigencies of the Service. When a vacancy in the complement of the Service exists, the members on lay-off shall be recalled in order of seniority.

36.06 Members laid off due to a reduction in staff and who fail to return to work within ten (10) working days after notice of return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board and shall forfeit all seniority rights except in the case of sickness or other just cause agreed upon by the Board.

36.07 No new members will be hired until those laid-off members have been given the opportunity of recall.

36.08 The right of laid-off member(s) to benefits under this Agreement shall continue for a period of three (3) months and the members affected shall have the right to continue coverage by making direct payments for a period of nine (9) months.

36.09 In the event that application is made pursuant to Section 40 of the Police Services Act, relevant to the potential layoff of Police Service personnel, the Association will be provided with notice as soon as possible thereafter.

36.10 In the event that layoffs are approved or ordered, the Board will endeavour to give as much notice of layoffs as possible to the employees affected after consultation with the Police Association.

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ARTICLE 37 - UNEMPLOYMENT INSURANCE REBATE

37.01 The members of the Association agree to waive their rights to their Unemployment Insurance Rebate in lieu of a Vision Care plan as provided in Article 15.07.

ARTICLE 38 - TRANSFER MILEAGE ALLOWANCE

38.01 Save and except for transfers resulting from promotions, all members who were hired before July 1, 1969 on Forces which now comprise the Niagara Regional Police Service, who are involuntarily transferred on or after the date that this Agreement is signed, to a Division, Sub-Division, Branch or Department which is at a location more than 8.05 kilometers distant from the area municipality in which they were formerly employed, shall be reimbursed twenty-eight point eight (28.8) cents per kilometer, for the total additional distance they are required to drive to work.

ARTICLE 39 - SPOUSAL PECUNIARY AID

39.01 When a member dies as a direct result of injuries received (provided that they are not self-inflicted) while on duty, the Board shall award pecuniary aid to the member's spouse in an amount which will make up the difference between payments available under the Workers' Compensation Board, the Canada Pension Plan, the Ontario Municipal Employees Retirement System Pension Plan, and the basic salary being paid to the member as of his/her death. Such payments will continue for a period of ten (10) years or when the deceased Police Officer would have attained normal retirement age, or when the spouse remarries, or lives common-law as defined in the Family Law Act, whichever first occurs.

39.02 Payments shall be paid monthly and medical, hospital and drug insurance benefits shall be provided in accordance with Article 15.11.

39.03 The Board shall provide a three percent (3%) per annum increase to pecuniary aid during the period that aid is provided.

ARTICLE 40 - C.I.B. SPECIAL ALLOWANCE

40.01 A Constable working in a Criminal Investigation Branch (C.I.B.) for a continuous period of two (2) years will receive a special allowance provided he or she has five (5) years total police experience. Such allowance will commence at the beginning of the third continuous year and will be fifty percent (50%) of the difference between the salary of a First Class Constable and the salary of a Sergeant.

In the event that a constable retained in C.I.B. is transferred out of C.I.B. at the request of the Chief of Police or designee, and is subsequently transferred back to C.I.B. within five (5) years from the date of transfer out, his/her previous experience in C.I.B. will be honoured in calculating the required two (2) year continuous period. In the event that a Constable is transferred out of C.I.B. at his or her own convenience or is transferred out by the Chief of Police or designee for a period of five years or more, such Constable will have to re-commence the necessary two (2) year continuous period before establishing entitlement under this clause.

For the purposes of this Article, Criminal Investigation Branch (C.I.B.) includes Identification, Operation Services and Criminal Intelligence Branches, and the Citizen's Complaint Unit.

This allowance will not apply to members assigned to these duties who are on modified work programs.

40.02 This allowance is payable on the first pay period in the month of December of each year.

ARTICLE 41 - COACH OFFICER ALLOWANCE

41.01 Each member covered by this Agreement who is assigned to the field training of a Probationary member shall receive an allowance of fifty cents (\$.50) per hour in addition to his/her regular salary during the time assigned to such duty. Payment of Coach Officer Allowance shall be on a bi-weekly basis.

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ARTICLE 42
HAZARD OR DANGER PAY FOR DIVERS, EXPLOSIVE
TECHNICIANS & E.T.U.

42.01 Members who provide service to the Service in their capacity as Police Divers, Explosive Technicians, or members of the Emergency Task Unit, shall be paid on the basis of double their rate of pay for the first hour or any part thereof and double their rate of pay for all time thereafter.

ARTICLE 43 - CANINE OFFICER ALLOWANCE

43.01 Each member of the Service who is a Canine Officer shall receive the sum of seventy-five dollars (\$75.00) per month for the care of the animal in such member's custody in accordance with the requirements of the Service.

43.02 The Canine Officer - Training, shall receive an allowance of fifty cents (\$.50) per hour in addition to his/her regular salary during the time that such officer is actively engaged in Canine training.

ARTICLE 44 - PROMOTIONAL PROCEDURE

44.01 An Association observer will be present at the final appraisal unless otherwise requested.

ARTICLE 45 - LEGAL INDEMNIFICATION

45.01 Subject to the other provisions of this Article, a member charged and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

45.02 Notwithstanding clause 45.01, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being

found guilty of an offence described in clause 01 where the court, instead of convicting the accused, grants a discharge under Section 662.1, subsection 1 Criminal Code, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by him/her to make such a recommendation, that the member's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in clause 03 hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the Regional Municipality of Niagara.

45.03 Notwithstanding clause 45.01, the Board may refuse payment otherwise authorized under clause 45.01 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police officer.

45.04 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a police officer, and the action is not defended by the insurance carrier of the Regional Municipality of Niagara or otherwise, he/she shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:

(a) Where the Chief of Police is not joined in the action as a party pursuant to section 50 of the Police Services Act, or the Chief of Police does not defend the action on behalf of himself/herself and of the member as joint tortfeasors at the Board's sole expense.

(b) Where the Chief of Police is joined as a party and the Board elects to defend the action, but the solicitor retained on behalf of the Board is of the view that it would be improper for him/her to act for both the Chief of Police and the member in that action. The Board shall decide if additional counsel shall be retained with respect to the indemnification provisions of this Article and such decision is not reviewable by an Arbitrator.

45.05 A member of the police force who is requested or subpoenaed to appear before an inquiry initiated under Section 25 or Section 26 of the Police Services Act, or whose conduct is called into question as a result of a citizen's complaint or in the course of an inquiry under the Coroner's Act, the Public Inquiries Act or a Royal Commission, because of acts done in the attempted performance in good faith of a member's duties as a police officer, shall be indemnified by the Niagara Police Board for the necessary and reasonable legal costs incurred in representing his/her interests in such an inquiry only:

- (1) Where one or more than one member of the Police Service is subpoenaed or requested to appear, other than the Chief of Police, in such a case there shall be only one counsel representing the members of the Police Service, excluding the Chief of Police, and;
- (2) Where the counsel representing the members of the Service, excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the member and the other members of the Service, he/she shall notify the Board forthwith of such concerns. The Board shall decide if additional counsel shall be retained with respect to the indemnification provisions of this Article and such decision is not reviewable by an Arbitrator, and;
- (3) Where such member or members of the Service are not found guilty of misconduct, or;
- (4) Where such indemnification in the opinion of the Board, would not reduce respect for law enforcement in the Regional Municipality of Niagara.

45.06 Where a member intends to **apply** to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, apply in writing to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain

~~counsel or paralegal and approval of the counsel or paralegal to be so~~ retained. In the event of any dispute concerning the counsel or paralegal to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose. If the counsel or paralegal selected and approved whose law practice is principally established and carried on outside the Regional Municipality of Niagara, the indemnification shall not exceed one and one-half (1-1/2) times the Legal Aid Tariff, effective on ratification of this Agreement.

45.07 For greater certainty, members shall not be indemnified for legal costs arising from:

- (a) grievances or complaints under the Collective Agreement between the Board and the Association or under the Police Services Act;
- (b) the actions or omissions of members acting in their capacity ~~as~~ private citizens;
- (c) discipline charges under the Police Services Act and Regulations.

45.08 For the purpose of this provision, a member shall not be deemed to be "finally acquitted" if, as a result of charges laid, he/she is subsequently found guilty of, or pleads guilty to, other charges arising out of the same incident or incidents.

45.09 For the purpose of this provision "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor or paralegal performing the work, subject to taxation by an assessment officer of the Supreme Court of Ontario.

45.10 In the cases of aggravated assault, assault causing bodily ~~harm~~ or the included offence of ordinary assault, the indemnification referred to in

clause 45.01 shall be limited to only those fees that would have reasonably been incurred if the matter was tried in Provincial Court unless the officer first obtains permission to elect to be tried by any other court. To obtain the said approval of the Board, the officer shall make an application in writing to the Chief of Police and the decision shall be at the discretion of the Niagara Regional Police Services Board.

45.11 This Article becomes effective June 4, 1987

45.12 Subject to other provisions of this Article, a member who is the Subject Officer in a Special Investigations Unit (S.I.U.) investigation may make application for legal indemnification subject to and upon the receipt of a final determination or recommendation by S.I.U. that criminal charges or other punitive actions will not be initiated or pursued.

ARTICLE 46 - POSTING OF COLLECTIVE AGREEMENT

46.01 A copy of the Collective Agreement shall be posted in each lunchroom at existing police buildings.

ARTICLE 47 - PRINTING OF AGREEMENTS

47.01 The Board can agree to share the cost equally of printing the Collective Agreements, subject to a maximum total cost of \$2,400.00 plus applicable taxes per calendar year. Subsequent to ratification, management will solicit quotes from a minimum of three printing shops and award the project to the lowest bidder, to the extent accommodated by the cost maximum.

ARTICLE 48 - BULLETIN BOARDS

48.01 The Board agrees to provide each Division with a bulletin board, which shall be designated as for the exclusive use of the Association.



ARTICLE 49 - DURATION OF AGREEMENT

49.01 The terms and conditions of this Agreement shall be retroactive to January 1, 1993 save and except Articles 2.03, 6.06, 11.14, 28.01, and Appendix "B", subsection (b), and shall remain in full force and effect until December 31, 1993 and thereafter until replaced by a new Agreement, decision or award. If either party to this Agreement shall desire to renew, amend or otherwise revise or modify this Article, they shall so indicate to the other party in writing, not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of this Agreement, their intention to renew, amend, alter, revise or modify the Agreement.

THIS AGREEMENT shall enure and be binding upon not only the parties hereto agreed, but also their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto under the hands and seals of their proper officers respectively.

EXECUTED at the City of St. Catharines, this 13th day of January, 1994.

NIAGARA REGIONAL POLICE SERVICES BOARD

per _____ Chair
 Stan Pettit
per _____ Member
 Roy Adams
per _____ Member

NIAGARA REGION POLICE ASSOCIATION

per _____ President
 Doug Allan
per _____ Administrator
 Mike Pratt

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APPENDIX "A"
1993 SALARY SCHEDULE

<u>RANK</u>	<u>0%</u> <u>JANUARY 1</u> <u>1993</u>
STAFF SERGEANT	\$ 64,098.31
SERGEANT	\$ 57,688.50
SENIOR CONSTABLE	\$ 52,047.84
SENIOR CONSTABLE	\$ 52,304.23
1st CLASS CONSTABLE	\$ 51,278.66
2nd CLASS CONSTABLE	\$ <u>45,679.26</u>
3rd CLASS CONSTABLE	\$ 40,168.12
4th CLASS CONSTABLE III	\$ 34,627.73
4th CLASS CONSTABLE II	\$ 33,242.58
4th CLASS CONSTABLE I	\$ 32,550.05
CADET I	\$ 28,394.72
CADET II	\$ 27,009.63
CADET III	\$ 25,624.50

NOTE: The salary rates for Sergeant and Staff Sergeant reflect 112.5% and 125% of the First Class Constable rate respectively,

APPENDIX "B"
ANNUAL AND STATUTORY HOLIDAYS

Annual vacations will be scheduled so that all officers will have a minimum of two (2) weeks (ten working days) annual vacation during the prime vacation time, if they so desire. For those officers who are working the Shift System presently in effect, they may take a minimum of two (2) complete shifts during the prime vacation time, if they so desire.

To accomplish this, personnel with only two (2) weeks (10 days) annual vacation may apply their statutory holidays for any extra days that may be necessary to give them the two (2) complete shifts. This is subject to Clause "F" below. To effect this, the following will apply:

- (a) Prime Vacation Time is defined as June, July, August and September and the last two (2) weeks in December.
- (b) Members with only two (2) weeks (ten working days) annual vacation will be allowed to take the two (2) weeks consecutively, or to split the two (2) weeks only once, at the option of the member.
- (c) Statutory holidays, when applicable, and any annual vacation not taken in the prime vacation time, must be taken between January 1 and May 31, or between October 1 and the last two (2) weeks in December.
- (d) All statutory holidays and annual vacation must be completed by December 31, in any year, except for any unusual circumstances. If under these unusual or mitigating circumstances, then only with the approval of the Chief of Police.
- (e) So as not to impair the efficient operation of the Service, Platoons or Bureaus (including C.I.B., Records,

Communications, etc.) of eight personnel or less, are allowed to have only one (1) person off on annual vacation or statutory holidays at any one time.

Platoons or Bureaus of nine (9) to sixteen (16) personnel are allowed to have two (2) persons off on annual or statutory holidays at any one time.

Platoons or Bureaus of seventeen (17) to twenty-four (24) personnel are allowed to have three (3) persons off on annual or statutory holidays, at any one time.

Platoons or Bureaus of twenty-five (25) to thirty-two (32) personnel are allowed to have four (4) persons off on annual or statutory holidays, at any one time. This shall increase by one (1) further person for every increase in Platoon or Bureau size of eight (8) persons or multiples thereof above thirty-two (32) personnel.

But, in any event, no person may take any more than two (2) weeks (10 working days) or two (2) shifts of vacation during the prime vacation time, unless there is sufficient time open to take additional weeks.

- (f) Supervisors scheduling annual vacation or statutory holidays shall give preference to the request of members on the basis of greater seniority, wherever practicable. Therefore, seniority will permit all members to request two weeks or two complete shifts off in the first instance. Then this cycle would commence again on the basis of seniority and work from the member with the greatest seniority to the member with the least seniority, until all Annual Vacation and Statutory Holidays have been scheduled.
- (g) Once the schedules of annual vacation and statutory holidays have been sent to the Deputy Chief of Police, Administration, they may not be changed except with the consent of the Chief of Police.

In the case of transfers and if a change in the statutory or annual vacation is necessary, such change will be made only with the approval of the officer concerned.

- (h) Statutory Holidays and Annual Vacation schedules must be submitted by the 15th day of December of the previous year.
- (i) All of the provisions of this Appendix shall be subject to the exigencies of the Service.
- (j) **All** annual and statutory holidays are to be finished **prior** to December 31 in any year, unless otherwise agreed to by the Chief of Police.

APPENDIX "C"
SPECIAL PENSION PROVISIONS

- A. The Board agrees that each member of the Service covered by this Agreement who retires during the term thereof having completed twenty (20) years of continuous service, and having commenced such service on or before January 1, 1948, shall be paid annually thereafter in equal monthly instalments during his/her lifetime, a retirement allowance sufficient to provide him/her with a minimum annual pension of five thousand dollars (\$5,000.00), after allowing for pension payments which the member is entitled to receive under a pension plan or retirement allowance plan of any Municipality or local Board, including the O.M.E.R.S. PENSION PLAN, Government Annuities, and private pension plans to which any Municipality or local Board has made any contribution on behalf of such member.

- B. The amount of the retirement allowance to which a member becomes entitled under the provisions hereof shall not be reduced in any way by the amount of benefits to which such member may hereafter become entitled under the provision of the Canada Pension Plan.

- C. Such service hereinbefore mentioned shall be determined pursuant to the provisions of Section 118, Subsection 3 of the Regional Municipality of Niagara Act, 1968-69, as amended.

APPENDIX "D"
DEPLOYMENT OF TWO OFFICER CAR PATROLS

NUMBER ELEVEN DIVISION
(includes all areas policed by St. Catharines and Grimsby personnel)

-A minimum of three (3) - two officer car patrols

NUMBER TWENTY-TWO DIVISION
(includes all areas policed by Niagara Falls and Fort Erie personnel)

-A minimum of three (3) - two officer car patrols

NUMBER THIRTY-THREE DIVISION
(includes all areas policed by Welland and Port Colborne personnel)

-A minimum of two (2) - two officer car patrols

APPENDIX "E"

RE: 12 HOUR COMPRESSED WORK WEEK SYSTEM

ARTICLE 5 - HOURS OF DUTY

5.01 A four platoon system of twelve hour shift scheduling shall be established, whereby a member shall be on duty for twelve consecutive hours, followed by at least twelve consecutive hours off duty. A normal shift cycle shall contain two (2) twelve hour consecutive day shifts followed by two (2) twelve hour consecutive night shifts in accordance with the schedule set out in Schedule "A" attached hereto. A normal twelve (12) hour duty shift shall be as follows:

Day Shift: 0700 to 1900 hrs.	Night Shift: 1900 to 0700 hrs.
or: 0800 to 2000 hrs.	or: 2000 to 0800 hrs.

Each member, while on his/her twelve hour duty shift shall have thereout, two rest or lunch periods of forty-five (45) minutes duration each. One is to be scheduled midway through the first six hours of the shift, the other midway through the second six hours of the shift. Lunch or rest periods not taken as a result of work commitments shall be paid for at straight time.

5.02 A member's days off shall be established in accordance with the shift schedule.

5.03 No change.

5.04 No change.

5.05 No change.

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5.06 A normal work week shall consist of forty (40) hours but allowing for the Compressed Work Week System, a normal work week under the 12
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hour shift schedule averages 42 hours per calendar week; therefore a bank of 104 hours "Float Time" is credited over the period of a year. Ninety-six (96) hours of that bank shall be characterized as "leave days" and scheduling of those days shall be administered in accordance with the process and time lines as established for Annual and Statutory leave days pursuant to Appendix "B".

The remaining eight (8) hour float time shall be taken off during the course of the calendar year in which it was credited by agreement between the member and his/her supervisor. In circumstances of illness or Duty Injury, a member may not be able to take time off when required. Therefore it will be banked and taken off at a later time in accordance with this Agreement.

5.07 No change.

5.08 The Association and the Service Administration shall jointly monitor the Scheduling System via a committee known as the Compressed Work Week Committee. The Conitnittee will *function* in accordance with the Information Manual as established in the Policy and Procedures of the Service.

5.09 No change.

5.10 Based on the understanding reached by the parties, other Compressed Work Week systems may be implemented on a trial basis in selected areas on the recommendation of the Compressed Work Week Committee and subject to the mutual agreement of the parties.

5.11 The Board agrees that for the purpose of Police Act Discipline, a day shall be construed as eight (8) hours.

ARTICLE 6 - OVERTIME

6.01 No change.

6.02 No change.

6.03 No change.

6.04 No change.

6.05 Overtime worked and paid for in cash or by cheque shall be computed at an hourly rate based on the annual salary of the member affected at the *time* such overtime is worked, divided by 2,080 being the total annual regular hours of work. Time worked in excess of a member's scheduled tour of duty shall not be deemed as overtime unless it exceeds fifteen (15) minutes.

6.06 No change

ARTICLE 7 - ACTING JUNK

7.01 Any member of the Service covered by this Agreement who is required to perform the duties of a higher rank for a period of more than 120 hours, shall thereafter receive the pay of such higher rank for the total number of hours worked in this capacity. Pay for such acting rank shall commence on the 121st hour at the higher rate.

ARTICLE 9 - SHIFT PREMIUMS

9.01(c) For members working the 12 hour Compressed Work Week System, no premium shall be paid for hours worked on the day shift.

9.01(d) For members working the 12 hour Compressed Work Week System, a premium of 32.5 cents per hour shall be paid for all work performed on the night shift.

ARTICLE 11 - SICK LEAVE

11.01 Each member covered by this Agreement shall be granted twelve (12) hours leave on account of sickness for each and every month of active service with full pay at the member's current rate of pay.

- 11.02 No change.
- 11.03 The hours of sick leave unless used, shall be accumulative with no maximum.
- 11.04 No change.
- 11.05 No change.
- 11.06 No change.
- 11.07 No change.
- 11.08 Any member covered by this Agreement reporting for duty and later becoming sick and unable to complete their regular tour of duty, but has completed one-half (1/2) of their regular tour of duty, shall be credited with a full tour of **duty**.
- 11.09 No change.
- 11.10 Nochange.
- 11.11 No change.
- 11.12 Nochange.
- 11.13 Nochange.
- 11.14 Nochange.
- 11.15 No change.
- 11.16 Nochange.
- 11.17 Nochange.

ARTICLE 12 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS

12.01 No change

12.02 **All** members with less than one year of service shall receive vacation on the basis of the provisions of Article 12.03 but pro-rated according to his/her actual length of service up to a maximum of 80 hours.

12.03 All members having completed one or more years of service shall receive 80 hours leave.

12.04 **All** members having completed five (5) or more years of service shall receive 120 hours leave.

12.05 **All** members having completed ten (10) or more years of service shall receive 160 hours leave.

12.06 **All** members having completed seventeen (17) or more years of service shall receive 200 hours leave.

12.07 All members having completed twenty-five (25) years or more of service shall receive 240 hours leave. Effective the 1993 vacation year, all members having completed twenty-three (23) or more years of service shall receive two hundred and forty (240) hours of leave.

12.08 All members having completed thirty (30) or more years of service shall receive 280 hours of leave.

12.09 Each member covered by this Agreement shall be granted, in addition to the annual vacation hours, 88 hours time off in lieu of statutory holidays and declared holidays, and in addition each member shall be granted an additional floater day off upon mutual agreement with his or her Division/Sub-Division Commander. Each member shall be paid at the rate of time and one-half (1-1/2) for all hours worked on a statutory holiday.

12.10 No change.

APPENDIX "B" - ANNUAL AND STATUTORY HOLIDAYS

Annual vacations will be scheduled so that all officers will have a minimum of two (2) weeks (10 working days) annual vacation during the prime vacation time, if they so desire. For those officers who are working the Shift System presently in effect, they may take a minimum of 2 complete shift cycles (4 days shifts and 4 night shifts) or 96 hours during the prime vacation time, if they so desire.

To accomplish this, personnel with only 80 hours annual vacation may apply their statutory holidays or float time for any extra days that may be necessary to give them the two (2) complete shift cycles. This is subject to Clause "F" below. To effect this, the following will apply:

- (a) Prime vacation time is defined as June, July, August and September and the last two (2) weeks in December.
- (b) Personnel with only 80 hours of annual vacation will be allowed to take 80 hours consecutively, or to split the 80 hours only once, at the option of the member.
- (c) Statutory holidays, when applicable, and any annual vacation not taken in the prime vacation time, must be taken between January 1 and May 31, or between October 1 and the last two (2) weeks in December.
- (d) **All** statutory holidays and annual vacation must be completed by December 31 in any year, except for any unusual circumstances. If under these unusual or mitigating circumstances, then only with the approval of the Chief of Police.
- (e) So as not to impair the efficient operation of the Service, Platoons or Bureaus (including C.I.B., Records, Communications, etc.) of eight personnel or less, are allowed to have only one (1) person off on annual vacation or statutory holidays at any one time.

Platoons or Bureaus of nine (9) to sixteen (16) personnel are allowed to have two (2) persons *off* on annual or statutory holidays at any one time.

Platoons or Bureaus of seventeen (17) to twenty-four (24) personnel are allowed to have three (3) persons off on annual or statutory holiday at any one time.

Platoons or Bureaus of twenty-five (25) to thirty-two (32) personnel are allowed to have four (4) persons off on annual or statutory holidays, at any one time. This shall increase by one (1) further person for every increase in Platoon or Bureau size of eight (8) persons or multiples thereof above thirty-two (32) personnel.

But, in any event, no person may take any more than 96 hours or two (2) shift cycles of vacation during the prime vacation time unless there is sufficient time open to take additional weeks.

- (f) Supervisors scheduling annual vacation or statutory holidays shall give preference to the requests of members on the basis of greater seniority, wherever practicable. Therefore, seniority will permit all members to request 96 hours or two (2) complete shift cycles off in the first instance. Then this selection cycle would commence again on the basis of seniority and work from the member with the greatest seniority to the member with the least seniority, until all Annual Vacation and Statutory Holidays have been scheduled.
- (g) Once the schedules of annual vacation and statutory holidays have been sent to the Deputy Chief of Police, Administration, they may not be changed except with the consent of the Chief of Police. In the case of transfers and if a change in the statutory or annual vacation is necessary, such change will be made only with the approval of the member concerned.
- (h) Statutory holidays and annual vacation schedules must be submitted by the 1st day of November of the previous year

- (i) All of the provisions of this Appendix shall be subject to the exigencies of the Service.
- (j) All annual and statutory holidays are to be finished prior to December 31 in any year, unless otherwise agreed to by the Chief of Police.

ARTICLE 22 - MOTORCYCLE ALLOWANCE

22.01 Each member covered by this Agreement who is required to operate a motorcycle shall receive an allowance of thirty-one and three-tenths (31.3) cents per hour in addition to regular salary during such time assigned to a motorcycle duty. Payment for such motorcycle allowance shall be on a bi-weekly basis.

ARTICLE 23 - MEAL ALLOWANCE

23.01 Each member covered by this Agreement who works three (3) continuous hours in addition to his/her regular tour of duty, shall be granted a meal allowance of ten dollars (\$10.00). Where a member works more than three (3) continuous hours in addition to his/her regular tour of duty, further payments of meal allowance shall be at the discretion of the Board.

23.02 No change.

23.03 No change.

23.04 No change.

APPENDIX "E"

RE 10 HOUR COMPRESSED WORK WEEK SCHEDULE

ARTICLE 5 - HOURS OF DUTY

5.01 A ten hour shift scheduling system shall be established, hereby a member shall be on duty for ten consecutive hours, followed by at least fourteen consecutive hours off duty, unless the parties agree otherwise. The normal shift cycles shall be in accordance with Appendices "A to H" as attached hereto. A normal ten (10) hour duty shift shall be as follows,

Day Shift: 0700 to 1700 hrs	Afternoon Shift: 1200 to 2200 hrs
or: 0800 to 1800 hrs	or: 1400 to 2400 hrs
	or: 1500 to 0100 hrs
	or: 1600 to 0200 hrs

Each member, while on their ten hour duty shift shall have thereout, a rest or lunch period of seventy-five (75) minutes duration. Lunch or rest periods not taken as a result of work commitments shall be paid for at straight time.

5.02 A member's days off shall be established in accordance with the shift schedule.

5.03 Not applicable with respect to the Criminal Investigation Unit but it is understood that Identification Unit platoons shall be made up of an equal number of police officers.

5.04 No change

5.05 No change.

5.06 A normal **workweek** under the 10 hour shift schedule shall average 40 hours per calendar week.

5.07 *No change.*

5.08 The Association and the Service Administration shall jointly monitor the Scheduling System via a Committee known as the Compressed Work Week Committee. The Committee will function in accordance with the Information Manual as established in the Policy and Procedures of the Service.

5.09 No change.

5.10 Based on the understanding reached by the parties, other Compressed Work Week Systems may be implemented on a trial basis in selected areas on the recommendation of the Compressed Work Week Committee, and subject to the mutual agreement of the parties.

5.11 The Board agrees that for the purpose of Police Act Discipline, a day shall be construed as eight (8) hours.

ARTICLE 6 - OVERTIME

6.01 No change

6.02 No change.

6.03 No change

6.04 No change.

6.05 Overtime worked and paid for in cash or by cheque shall be computed at the hourly rate based on the annual salary of the member affected at the time such overtime is worked, divided by 2,080 being the total annual regular hours of work. Time worked in excess of ten (10) hours per tour of duty shall not be deemed as overtime unless it exceeds fifteen (15) minutes.

6.06 No change.

ARTICLE 7 - ACTING RANK

7.01 Any member of the Service covered by this Agreement who is required to perform the duties of a higher rank for a period of more than 120 hours, shall thereafter receive the pay of such higher rank for the total number of hours worked in this capacity. Pay for such acting rank shall commence on the 121st hour at the higher rate.

ARTICLE 9 - SHIFT PREMIUMS

9.01(a) For members working the 10 hour Coinpressed Work Week System, no premium shall be paid for hours worked on the day shift.

9.01(b) For members working the 10 hour Compressed Work **Week** System, a premium of eighteen cents (\$.18) per hour shall be paid for all work performed on the afternoon shift.

ARTICLE 11 - SICK LEAVE

11.01 Each member covered by this Agreement shall be granted twelve (12) hours leave on account of sickness for each and every month of active service with full pay at the member's current rate of pay.

11.02 No change.

11.03 The hours of sick leave unless used, shall be accumulative with no maximum.

11.04 No change.

11.05 No change

11.06 No change.

11.07 No change.

11.08 **Any member covered by this Agreement reporting for duty and later becoming sick and unable to complete their regular tour of duty, but has completed five (5) hours of their regular tour of duty, shall be credited with a full tour of duty.**

11.09 No change.

11.10 No change.

11.11 Nochange.

11.12 No change.

11.13 No change.

11.14 No change.

11.15 Nochange.

11.16 Nochange.

11.17 No change.

ARTICLE 12 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS

12.01 No change

12.02 All members with less than one year of service shall receive vacation on the basis of the provisions of Article 12.03 but pro-rated according to his/her actual length of service up to a **maximum** of 80 hours.

12.03 **All** members having completed one or more years of service shall receive 80 hours leave.

12.04 **All** members having completed five (5) or more years of service shall receive 120 hours leave.

12.05 All members having completed ten (10) or more years of service shall receive 160 hours leave.

12.06 All members having completed seventeen (17) or more years of service shall receive 200 hours leave.

12.07 All members having completed twenty-five (25) years or more of service shall receive 240 hours leave. Effective the 1993 vacation year, all members having completed twenty-three (23) or more years of service shall receive 240 hours leave.

12.08 All members having completed thirty (30) or more years of service shall receive 280 hours leave.

12.09 Each member covered by this Agreement shall be granted, in addition to the annual vacation hours, 88 hours time off in lieu of statutory holidays and declared holidays and in addition each member shall be granted an additional floater day off upon mutual agreement with his or her Division/Sub-Division Commander.

In addition, each member working on a statutory holiday shall be paid at time and one half (1 1/2) for all such hours worked.

12.10 No change.

APPENDIX "B" - ANNUAL AND STATUTORY HOLIDAYS

Annual vacations will be scheduled so that all officers will have a minimum of two (2) weeks (10 working days) annual vacation during the prime vacation time, if they so desire. Those officers who are working the Shift System presently in effect, may take a minimum of 2 complete shifts during the prime vacation time, if they so desire.

To accomplish this, personnel with only 80 hours annual vacation may apply their statutory holidays for any extra days that may be necessary to give them the two (2) complete shifts. This is subject to Clause "F"

below. To effect this, the following will apply:

- (a) Prime vacation time is defined as June, July, August and September and the last two (2) weeks in December.
- (b) Personnel with only 80 hours of annual vacation will be allowed to take the 80 hours consecutively, or to split their 80 hours only once, at the option of the member.
- (c) Statutory holidays, when applicable, and any annual vacation not taken in the prime vacation time, must be taken between January 1 and May 31, or between October 1 and the last two (2) weeks in December.
- (d) All statutory holidays and annual vacation must be completed by December 31 in any year, except for any unusual circumstances. If under these unusual or mitigating circumstances, then only with the approval of the Chief of Police.
- (e) So as not to impair the efficient operation of the Service, Platoons or Bureaus (including C.I.B., Records, Communications etc.) of eight personnel or less, are allowed to have only one (1) person off on annual vacation or statutory holidays at any one time. Platoons or Bureaus of nine (9) to sixteen (16) personnel are allowed to have two (2) persons off on annual or statutory holidays at any one time. Platoons or Bureaus of seventeen (17) to twenty-four (24) personnel are allowed to have three persons off on annual or statutory holidays at any one time. Platoons or Bureaus of twenty-five (25) to thirty-two (32) personnel are allowed to have four (4) persons off on annual or statutory holidays, at any one time. This shall increase by one (1) further person for every increase in Platoon or Bureau size of eight (8) persons or multiples thereof above thirty-two (32) personnel.

But, in any event, no person may take any more than two (2) shifts of vacation during the prime vacation time unless there is sufficient time open to take additional weeks.

- (f) Supervisors scheduling annual vacation or statutory holidays shall give preference to the requests of members on the basis of greater seniority, wherever practicable. Therefore, seniority will permit all members to request two (2) complete shifts off in the first instance. Then this selection cycle would commence again on the basis of seniority and work from the member with the greatest seniority to the member with the least seniority, until all Annual Vacation and Statutory Holidays have been scheduled.
- (g) Once the schedules of annual vacation and statutory holidays have been sent to the Deputy Chief of Police, Administration, they may not be changed except with the consent of the Chief of Police. In the case of transfers and if a change in the statutory or annual vacation is necessary, such change will be made only with the approval of the member concerned.
- (h) Statutory holidays and annual vacation schedules must be submitted by the 1st day of November of the previous year
- (i) All of the provisions of this Appendix shall be subject to the exigencies of the Service.
- (j) All annual and statutory holidays are to be finished prior to December 31 in any year, unless otherwise agreed to by the Chief of Police.

ARTICLE 23 - MEAL ALLOWANCE

23.01 Each member covered by this Agreement who works thirteen (13) continuous hours, shall be granted a meal allowance of ten dollars (\$10.00). Where a member works more than thirteen (13) continuous

hours, further payments of meal allowance shall be at the discretion of the Board.

23.02 No change.

23.03 No change.

23.04 No change.

ARTICLE 28 - COMPASSIONATE LEAVE

For the purpose of this Article, a day **shall** be construed **as** ten (10) hours.

10 HOUR SHIFT SYSTEM	
SCHEDULE "A"	14 C.I.B. OFFICER SYSTEM
SCHEDULE "B"	12 C.I.B. OFFICER SYSTEM
SCHEDULE "C"	4 C.I.B. OFFICER SYSTEM
SCHEDULE "D"	DETACHMENT C.I.B. SYSTEM - #1 DIVISION
SCHEDULE "D2"	DETACHMENT C.I.B. SYSTEM - #2 & #3 DIVISION
SCHEDULE "E AND E2"	C.I.B. STAFF SERGEANTS SYSTEM
SCHEDULE "F"	ALL FRAUD UNIT OFFICERS SYSTEM
SCHEDULE "G"	IDENTIFICATION UNIT SUPERVISOR'S SYSTEM
SCHEDULE "H"	IDENTIFICATION UNIT OFFICER'S SYSTEM.

APPENDIX "G"
INCOME REPLACEMENT PLAN

SHORT TERM DISABILITY

20 B

Effective January 1, 1990, a short term and long term disability plan shall be implemented for new members of the Service commencing employment on or after that date.

All members hired on or after January 1, 1990, shall participate in the Short Term/Long Term Disability Plan.

Each member shall be eligible to receive Short Term Disability benefits following three (3) months of continuous service.

The Short Term Disability Plan provides for the continuation of twenty-six (26) weeks if a member is absent due to non-occupational illness or accident. Benefits provided will be based on the individual member's length of service, and in accordance with the attached schedule.

During the "Short Term" period of disability, periods of disability separated by less than twenty (20) consecutive days of employment will be considered the same period of disability unless disability is due to unrelated causes.

Short Term benefits will commence from the first regular shift of disability for the first three (3) separate periods of casual absence in a calendar year, and from the third regular shift of disability for the fourth and subsequent periods of casual absences.

A member suffering from a disabling chronic illness who has more than three separate periods of casual absence due to this chronic illness shall be paid for all such absences, provided that the member provides satisfactory medical substantiation that a disabling chronic illness exists.

The pay of an employee under this Article is subject to normal deductions as provided for elsewhere in this agreement.

INTEGRATION OF BENEFITS

If you are disabled, the weekly payments under this plan will be reduced by the amount of any Periodic Payments you are entitled to apply for and receive with respect to the disability under the Workers' Compensation Act - excluding disability pension award(s), the Canada Pension Plan, and U.I.C. Sick Leave Benefits. The amounts deducted will not include any additional benefits payable for children or subsequent cost of living expenses.

If you are entitled to receive disability benefits from a source other than those mentioned above (other than an individual insurance policy), the benefits payable under this plan may be further reduced.

LENGTH OF SERVICE 100% SALARY 75% SALARY

Less than 3 Months Service	Nil	Nil
3 Months but less than 1 Yr	Nil	1040 Hours
1 Year but less than 2 Yrs	40 Hours	1000 Hours
2 Years but less than 3 Yrs	80 Hours	960 Hours
3 Years but less than 4 Yrs	120 Hours	920 Hours
4 Years but less than 5 Yrs	160 Hours	880 Hours
5 Years but less than 6 Yrs	200 Hours	840 Hours
6 Years but less than 7 Yrs	240 Hours	800 Hours
7 Years but less than 8 Yrs	280 Hours	760 Hours
8 Years but less than 9 Yrs	320 Hours	720 Hours
9 Yrs but less than 10 Yrs	360 Hours	680 Hours
10 Yrs but less than 11 Yrs	400 Hours	640 Hours
11 Yrs but less than 12 Yrs	440 Hours	600 Hours
12 Yrs but less than 13 Yrs	480 Hours	560 Hours
13 Yrs but less than 14 Yrs	520 Hours	520 Hours
14 Yrs but less than 15 Yrs	560 Hours	480 Hours

LENGTH OF SERVICE	100% SALARY	75% SALARY
15 Yrs but less than 16 Yrs	600 Hours	440 Hours
16 Yrs but less than 17 Yrs	640 Hours	400 Hours
17 Yrs but less than 18 Yrs	680 Hours	360 flours
18 Yrs but less than 19 Yrs	720 Hours	320 Hours
19 Yrs but less than 20 Yrs	760 Hours	280 Hours
20 Yrs but less than 21 Yrs	800 Hours	240 Hours
21 Yrs but less than 22 Yrs	840 Hours	200 Hours
22 Yrs but less than 23 Yrs	880 Hours	160 Hours
23 Yrs but less than 24 Yrs	920 Hours	120 Hours
24 Yrs but less than 25 Yrs	960 Hours	80 Hours
25 Yrs but less than 26 Yrs	1000 Hours	40 Hours
26 Yrs but less than 27 Yrs	1040 Hours	Nil

LONG TERM DISABILITY 70.0

ELIGIBILITY 39.0

If you are under age 60 and began your employment with the Niagara Regional Police Service on a full time basis on or after January 1, 1990, you are covered under the Long Term Disability Plan.

TERMINATION OF BENEFIT

All insurance terminates automatically upon termination of employment, or attaining age 60 or date of retirement on pension if earlier.

AMOUNT OF DISABILITY INCOME BENEFIT

Long Term Disability Insurance Plan, when in effect, will provide seventy-five percent (75%) of income, based on own occupation for a minimum period of two (2) years.

75-7.5 9997

MAXIMUM PAYMENT PERIOD

The maximum period of payment is to age 60 or date of retirement on pension if earlier.

DEFINITION OF TOTAL DISABILITY

“Total disability” is defined as the complete inability of the employee due to accident, sickness, or injury to perform the employee’s own duties.

After the claimant has received twenty-four (24) months of benefit payments, benefits will only continue if the employee is unable to perform any and every gainful occupation for which the claimant is reasonably fitted by education training and experience.

If the claimant returns to work, benefits will cease except if the claimant is under a rehabilitation program.

AMOUNT OF DISABILITY INCOME

If you become disabled while insured as a result of sickness or injury, you will receive a monthly payment. To qualify for this payment, you must be disabled and under the care of a legally licensed physician. In case of disability due to mental illness, you must be under the continuing care of a specialist in psychiatry.

MAXIMUM PAYMENT PERIOD

Payment will continue to be made to the earliest of the date on which the disability ceases to exist or death, or to the end of the Maximum Payment period described under Amount of Disability Income Benefit.

QUALIFYING PERIOD

Entitlement to the monthly payment will commence on the day the twenty-six (26) week short term disability period expires.

Successive disabilities separated by less than three (3) consecutive months during which you were not disabled, will be considered one disability unless the subsequent disability is due to a different cause.

REHABILITATION PROVISION

Where you become disabled and engage in any gainful occupation for the purpose of rehabilitation, you will continue to be considered as disabled, provided you have not engaged in such occupation until you have been continuously disabled for a period of disability at least equal to the Qualifying Period or until you have engaged in such occupation for twenty-four (24) consecutive months.

The amount of Disability Income payable to you under this provision will be equal to the amount of Disability Income Benefit payable to you, reduced either:

1. by 50% of the earnings received by you from any occupation engaged in during such disability, or,
2. to the extent necessary so that the total income you receive from all sources, including this plan, but not an individual insurance policy, will not exceed seventy-five percent (75%) of the earnings you were receiving from your normal occupation immediately before you became disabled, whichever results in the lesser amount of Disability Income Benefit being payable to you.

INTEGRATION OF BENEFITS

If you are disabled, the monthly payments under this plan will be reduced by the amount of any Periodic Payments you are entitled to apply for and receive with respect to the disability under any Workers' Compensation Act, the Canada Pension Plan or the Quebec Pension Plan. The amounts deducted will not include any additional benefits payable for children or subsequent cost of living increases.

If you are entitled to receive disability benefits from a source other than the three mentioned above (other than an individual insurance policy), the benefits payable under this plan may be further reduced.

LIMITATIONS

No benefits will be payable for any period of disability during which you are not under the care of a physician or surgeon legally licensed to practise medicine.

No benefits will be payable for disabilities directly or indirectly resulting from any one or more of the following:

1. Intentionally self-inflicted injury while sane or insane,
2. War, insurrection or hostilities,
3. Participation in any riot or civil commotion except in the line of duty as a police officer,
4. Committing or attempting to commit a criminal offence.

No benefits are payable for injury or disease for which you received medical treatment within ninety (90) days immediately prior to the date on which you become insured. This exclusion will not apply to a continuous period of disability which commenced more than twenty-four (24) hours after you became insured.

HOW TO MAKE A CLAIM

Claim forms are available from the Personnel Office.

For prompt payment, it is necessary that the claim forms be completed in full. They should be submitted to the Insurance company.

It is obligatory that a member applies for a disability pension under the Canada Pension Plan prior to submitting a claim under the Long Term Disability Plan.

TIME ALLOWANCE FOR SUBMISSION OF CLAIMS

Benefits will be paid to you monthly in arrears.

The commencement date for the payment of claims is the date on which the Short Term Disability period of twenty-six (26) weeks has expired, provided that the initial and satisfactory proof of your disability has been received by the Insurance Company.

CONTINUATION OF BENEFITS AFTER TERMINATION OF THE PLAN

In the event of termination of the Plan while you are disabled, payments during the period of disability will continue to be paid as though the Plan remained in force.

The Board will ensure no loss of annual leave for members who, on account of illness or injury, are absent from work. Such annual leave may be paid for by cheque or by rescheduling of the annual leave time at the member's option and within one (1) week of the member's return, the member and the Chief of Police or designee shall mutually agree upon when the vacation credit, statutory holidays and float time shall be taken within the following twelve (12) months, or in the alternative, the member may elect to be paid for same at the current rates of pay.

Members who, as a result of absence due to illness or injury, are unable to take vacation, statutory and/or float entitlement by December 31 of the year of entitlement, shall be paid by cheque for same at the rates applicable.

Members who have been on long term disability for twelve (12) months or more shall not thereafter be entitled to accrue annual or statutory leave for any period of absence beyond the twelve (12) months.

In the year a member returns to duty he or she will receive his/her full leave entitlement for that year.

The Board shall authorize sick leave entitlement for those members involved in Infertility Programs, subject to the member providing a written request and medical substantiation in advance.

LETTER OF INTENT

BETWEEN:

THE NIAGARA REGIONAL BOARD OF COMMISSIONERS OF
POLICE

and

THE NIAGARA REGION POLICE ASSOCIATION

RE: ACTING RANKS

Acting Rank shall be distributed to qualified members on an equitable basis, subject to the exigencies of the Force.

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
D. H. Christie

per _____
E. R. Johnson

per _____
Beverley Allan

per _____
Peter Ruch

per _____
L. J. Quattrini

per _____
A. Barnes

Executed this 12th day of September, 1985.

LETTER OF INTENT

CADETS

All things being equal and subject to the approval of the Niagara Police Board, Cadets will have first preference for hiring by the Service, when vacancies occur and Fourth Class Constables are to be appointed.

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION POLICE
ASSOCIATION

per _____
A. Barnes

per _____
E. R. Johnson

per _____
Beverley Allan

per _____
Peter Ruch

per _____
ET AL

Executed this 12th day of September, 1985.

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL BOARD OF COMMISSIONERS OF
POLICE

and

THE NIAGARA REGION POLICE ASSOCIATION

Whereas it is understood and agreed between the parties that the provisions of Article 15.14 shall also be applicable to those members who retired after thirty years of service since January 1, 1981.

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION POLICE
ASSOCIATION

per _____
A. Barnes

per _____
E. R. Johnson

per _____
Beverley Allan

per _____
Peter Ruch

per _____
ET AL

Executed this 12th day of September, 1985.

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL BOARD OF COMMISSIONERS OF
POLICE

and

THE NIAGARA REGION POLICE ASSOCIATION

RE: MANAGEMENT/ASSOCIATION COMMITTEES
STAFFING AND PROMOTIONS

A joint committee or committees shall be established consisting of representatives of the Association appointed by the Association and representatives of the Force appointed by the Chief of Police to make recommendations with respect to staffing and promotions to the Chief of Police.

The committee will have access to resource people on the Force and will be provided with the necessary time off or change of shift hours and the members will be paid at the appropriate rate of pay if a member is on a day off.

The time limit for the Chief of Police to indicate his response and provide his decision as to any recommendations is to be sixty (60) days.

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION POLICE
ASSOCIATION

per _____
Denise Taylor

per _____
Peter Ruch

per _____
J. R. Hanrahan

per _____
E. R. Johnson

per _____
L. J. Quattrini

Executed this 9th day of November, 1989

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL POLICE SERVICES BOARD

and

THE NIAGARA REGION POLICE ASSOCIATION

RE: JOB SHARING

The parties will meet and attempt to implement a job sharing procedure by January 1, 1994 on a trial basis of six (6) months, based on the following principles, among other things:

1. The cost to the Board for total compensation of two or more job sharers will not exceed the total compensation cost for one full time employee in the same job classification.
2. In furtherance of that goal, it is acknowledged that the following issues, among others, will be addressed:
 - i) Pro-ration of salary, benefit premiums, pension contributions, vacation, statutory leave, float time (if applicable), social contract requirements and any other compensation afforded to or contributions required of employees of the Niagara Regional Police Service.
 - ii) Board posting versus individual member application and arrangement of job sharing opportunities.

../2

- iii) The Board reserves the right to restrict job sharing positions to those which in management's opinion can be effectively accommodated through a job sharing arrangement, given issues relevant to consistency, scheduling, job qualifications/and or training.

NIAGARA REGIONAL
POLICE SERVICES BOARD

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL POLICE SERVICES BOARD

AND

THE NIAGARA REGION POLICE ASSOCIATION

RE: ANNUAL AUDIT

The parties acknowledge that the Re-organization 1993 contemplates the designation of 1 Administrative Sergeant per platoon. The Board shall endeavour to provide training for such personnel on the audit process by June 1994.

NIAGARA REGIONAL
POLICE SERVICES BOARD

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994.

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL POLICE SERVICES BOARD

AND

THE NIAGARA REGION POLICE ASSOCIATION

RE: WORKOUTSPACE

The Board agrees to investigate the possibility of providing workout space in each Division.

NIAGARA REGIONAL
POLICE SERVICES BOARD

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994

LETTER OF UNDERSTANDING

BETWEEN:

THE NIAGARA REGIONAL POLICE SERVICES BOARD

AND

THE NIAGARA REGION POLICE ASSOCIATION

RE: JOB OPPORTUNITIES

The parties acknowledge that the Board is currently engaged in the posting of some specialized Uniform opportunities within the Service, on an experimental basis.

An Association representative may be present at job interviews which arise as a result of those postings, in an observer capacity.

NIAGARA REGIONAL
POLICE SERVICES BOARD

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994.

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