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**CIVILIAN**  
**COLLECTIVE AGREEMENT**  
*January 1, 2009 – December 31, 2011*



Between

**Regional Municipality of Niagara  
Police Services Board**

and

**Niagara Region Police Association**

## INDEX TO CIVILIAN COLLECTIVE AGREEMENT

<b>ARTICLE NUMBER</b>	<b>ITEM</b>	<b>PAGE NUMBER</b>
Article 1	Recognition and Scope.....	1
Article 2	Salaries .....	3
Article 3	Association Dues .....	3
Article 4	Hours of Duty .....	3
Article 5	Shift Premiums .....	4
Article 6	Overtime .....	5
Article 7	Call-Back Duty .....	6
Article 8	Sick Leave .....	6
Article 9	Annual Vacation and Statutory Holidays.....	14
Article 10	Intentionally Blank.....	17
Article 11	Court Allowance.....	17
Article 12	Medical, Hospital and Drug Insurance.....	19
Article 13	Pension Plan.....	23
Article 14	Life Insurance .....	24
Article 15	Meal Allowance.....	24
Article 16	Compassionate Leave .....	25
Article 17	Education Expenses .....	25
Article 18	Special Leave .....	26
Article 19	Former Members .....	27
Article 20	Grievance Procedure.....	27
Article 21	Pregnancy and Parental Leave.....	29
Article 22	Job Classifications .....	30
Article 23	Temporary and Part-Time Employees.....	31
Article 24	Job Postings .....	32
Article 25	Acting Classifications.....	34
Article 26	General Provision .....	34
Article 27	Workplace Safety and Insurance.....	35
Article 28	Lay-Off and Recall .....	36
Article 29	Employment Insurance Rebate .....	39
Article 30	Transfer Mileage Allowance.....	39
Article 31	Uniform and Footwear Allowance.....	40
Article 32	Cleaning of Uniforms .....	40
Article 33	Business Cards.....	41
Article 34	Legal Indemnification.....	41
Article 35	Mechanic's Tool Allowance.....	43
Article 36	Civilian Trainer Allowance.....	44
Article 37	Stand-by Pay.....	44
Article 38	Leave of Absence .....	44
Article 39	Discipline Record.....	44
Article 40	Service Pins .....	45
Article 41	Training Opportunities.....	45
Article 42	Job Share Agreement.....	45

Article 43	Posting of Collective Agreement.....	46
Article 44	Association Representation .....	46
Article 45	Printing of Agreements .....	46
Article 46	Bulletin Board.....	46
Article 47	Educational Requirements.....	46
Article 48	Cadets.....	46
Article 49	Duration of Agreement .....	49

## **APPENDICES**

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Appendix "A"	Salary Schedule.....	51
Appendix "B"	Civilian Position Classifications .....	53
Appendix "D"	Salary Administration .....	54
Appendix "F"	12 Hour Civilian Employees Compressed Work Week System .....	55
Appendix "G"	Job Share Agreement.....	56
Appendix "H"	Trachuk – Memorandum of Settlement .....	61

## **LETTERS OF UNDERSTANDING**

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Pay Equity .....	69
Joint Workplace Wellness Committee .....	70
Career Development Committee .....	71
Audits .....	72
CRA .....	73
Sabbatical Leave Plan .....	74
Civilian Job Evaluation.....	75
Drug Testing .....	77
Records Unit Leave Selection .....	78

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of January, 2009

BETWEEN:

**REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD**  
hereinafter called "the Board "

of the FIRST PART

and

**NIAGARA REGION POLICE ASSOCIATION**  
on behalf of the Members of the  
**NIAGARA REGIONAL POLICE SERVICE**  
hereinafter called the "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 of said Act.

**AND WHEREAS** pursuant to Section 2 of the said *Act*, every person employed in the Police Service of the Niagara Region is deemed to be a member of that Service.

**AND WHEREAS** the parties hereto have reached an agreement with respect to the above mentioned matters for the years 2009, 2010 and 2011 relating to the Civilian Employees.

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

**1 RECOGNITION AND SCOPE**

1.1 The Board recognizes the Association as the sole Collective Bargaining Agent for all Civilian Members of the Niagara Regional Police Service, save and except Civilian Members of the Senior Officers Association, the Human Resources Manager and the Chief Administrative Officer.

1.2 Each party agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or the Association, or any of their representatives with respect to any member of the Police Service, or any member of the Board or Board Employee, because of his/her membership status or connection with the Association or the Board.

**1.3 DEFINITIONS**

1.3.1 *ASSOCIATION* shall mean the Niagara Region Police Association;

- 1.3.2 *BOARD* shall mean the Regional Municipality of Niagara Police Services Board;
- 1.3.3 *CHIEF OF POLICE* shall mean the Chief of Police of the Niagara Regional Police Service;
- 1.3.4 *COMMISSION (OCPC)* shall mean the Ontario Civilian Police Commission;
- 1.3.5 *DESIGNEE* shall mean a Deputy Chief of Police, a Senior Officer or an officer in charge of a District;
- 1.3.6 *MEMBER* means a civilian member of the Niagara Regional Police Service, save and except Civilian Members of the Senior Officers Association, the Human Resources Manager and the Chief Administrative Officer;
- 1.3.7 *SENIORITY* shall mean the length of continuous service with the Service;
- 1.3.8 *SERVICE* shall mean the Niagara Regional Police Service;
- 1.3.9 *QUALIFIED* shall mean the employee meets the minimum qualifications as set out in the job description as posted.

#### **1.4 MANAGEMENT RIGHTS**

- 1.4.1 The Association and the members recognize and acknowledge that it is the exclusive function of the Board to:
- i. maintain order, discipline and efficiency;
  - ii. hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any employee, provided that a claim of discriminatory promotion, demotion or transfer or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance;
  - iii. generally to manage the operations and undertakings of the Service and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Board in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Service.
- 1.4.2 The Employer agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.
- 1.5 The parties agree that there will be no harassment or discrimination, as defined by the *Ontario Human Rights Code*. Alleged incidents of harassment or discrimination will be addressed through the grievance procedure.
- 1.6 If either party wishes to discuss language clarification and/or amendments to provisions of this Collective Agreement, then such discussions or negotiations shall only take place between the authorized bargaining committees of each party to the Collective Agreement.

- 1.7 The parties agree to hold Management/Association meetings on a regular basis, with the intention that the meetings be held at least once per month, subject to the exigencies of the Service and the availability of both parties.

## **2 SALARIES**

- 2.1 The annual salary of each member of the Bargaining Unit shall be made in accordance with Appendix A, and made part of this Agreement.
- 2.2 Salaries shall be paid to the members on a bi-weekly basis, payable every second Thursday, by direct deposit to such account as the member may direct.
- 2.3 The Board shall pay vacation pay on account of temporary and part-time employees in accordance with the Employee Information System (EIS) of The Regional Municipality of Niagara so that the pro-rated vacation pay payments shall be made bi-weekly with the payment of salaries by direct deposit.

## **3 ASSOCIATION DUES**

- 3.1 The amount of the membership dues for 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 deduction shall be remitted to the Administrator of the Niagara Region Police Association. Such deduction 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.

## **4 HOURS OF DUTY**

- 4.1 The normal work week shall consist of five (5) eight (8) hour days with one (1) hour for a rest or lunch period, from Monday to Friday, inclusive, except as provided for in Article 4.3 (Shift System). The rest or lunch period not taken as a result of work commitments shall be paid for at straight time.
- 4.2 The normal day for those not on the Shift System will be one in which the majority of the scheduled hours are between 9:00 a.m. and 5:00 p.m.
- 4.3 SHIFT SYSTEM - The Shift System of work referred to in this Article shall consist of three (3) eight (8) hour routine shifts as follows:
- 4.3.1 A day shift shall be one in which the majority of scheduled hours fall between 8:00 a.m. and 4:00 p.m., Saturdays, Sundays and legal holidays included.
- 4.3.2 The afternoon shift shall be one in which the majority of scheduled hours fall between 4:00 p.m. and 12:00 midnight, Saturdays, Sundays and legal holidays included.
- 4.3.3 The night shift shall be one in which the majority of scheduled hours fall between 12:00 midnight and 8:00 a.m., Saturdays, Sundays and legal holidays included.

- 4.4 A civilian member working the shift system shall be required to work eight (8) consecutive hours with one (1) hour for a rest or lunch period, followed by at least sixteen (16) consecutive hours off duty.
- 4.5 Each civilian member working the shift system shall be entitled to eight (8) days off duty out of every twenty-eight (28) day period.
- 4.6 Any request for changes in days off must be approved by the officer in charge of the District, or Unit in which the member is serving.
- 4.7 No civilian employee hired by an area Municipality prior to January 1, 1971, and who became a member of the Niagara Regional Police Force on the 1st day of January, 1971, shall be required to work the shift system unless it is with their consent.
- 4.8 Notification of change of shifts shall be given to the affected member at least ninety-six (96) hours prior to such change, unless otherwise agreed.
- 4.9 Members shall be entitled to two (2) fifteen (15) minute rest periods during each working day. Such rest periods shall be taken at the time stipulated by the member's immediate supervisor.
- 4.10 For those members working the 12 Hour Compressed Work Week System, Articles 4, 5, 8, 9, 10, 15, 25 shall be amended in accordance with the 12 hour Compressed Work Week System provisions as set out in Appendix F attached hereto.

For greater certainty, supervisors in the Communications Unit, shall select their annual leave and float time separate from their platoons according to seniority as defined in the Collective Agreement. There can be a total of three (3) communicators and one (1) supervisor off at any one time and if there is no supervisor off there can be a total of three (3) communicators off at any one time.

- 4.11 Except where ninety-six (96) hours notice of a shift change is impracticable given the exigencies of the Service, a member shall be given at least ninety-six (96) hours notice of a change in his or her regularly scheduled shift, failing which notice the member shall be paid at the rate of time-and-one-half for all hours worked on any shift commenced within ninety-six (96) hours of the notice being given.
- 4.12 The parties agree that there shall be a Shift Monitoring Committee to deal with shift related issues including but not limited to scheduling and leave. The Committee shall be composed of equal representation from both Service Management and the Association. The Committee shall make recommendations to the Chief of Police for approval.

## **5 SHIFT PREMIUMS**

- 5.1 Civilian members required to work the shift system as provided for in Article 4 shall receive thirty cents (\$.30) per hour additional compensation for all hours worked on the afternoon or night shifts only.
- 5.2 When a civilian member works overtime as a continuation of the day shift, or is called in outside of his or her regular hours, the member shall not receive any shift premium.

- 5.3 Payment of shift premiums to each member will be paid on a bi-weekly basis.
- 5.4 For greater certainty, the parties agree that a member shall not be entitled to payment of a shift premium as provided in this article for hours worked when those hours are paid at the overtime rate in accordance with article 6.

## **6 OVERTIME**

- 6.1 Overtime shall mean all hours worked in excess of a regular tour of duty.
- 6.2 Save as otherwise expressly provided in this Agreement, any civilian member who works in excess of a regular tour of duty, shall be paid time and one-half (1-1/2) for all such hours worked.
- 6.3 Where overtime worked by a civilian member is in excess of fifteen (15) minutes but less than one-half (1/2) hour, such member shall be paid for one-half (1/2) hour at the overtime rate. Where overtime worked by a civilian member is in excess of one-half (1/2) hour but less than one (1) hour such member shall be paid for one (1) hour at the overtime rate.
- 6.4 Overtime and court time as set out in Article 11 shall be paid for by direct deposit 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 shall be made 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/ she elects to take time off in lieu thereof, in which case the date upon which such time off shall be taken shall be determined on mutual agreement between the member and his or her District and Unit.
- 6.5 Intentionally deleted.
- 6.6 Overtime worked and paid for by direct deposit 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 regular tour of duty shall not be deemed as overtime unless it exceeds fifteen (15) minutes.
- 6.7 Any member of the Service covered by this Agreement who has worked overtime, may designate such overtime to a Special Overtime Bank (called the "bank" in this subarticle). The bank shall not exceed one hundred and twenty (120) overtime hours (called "the maximum allowed hours" in this subarticle) at any given time, but may be replenished by the member. The bank shall not be subject to the provisions of Articles 6.4, 6.5 and 6.6 and can only be taken by the member as time off, at the discretion of the Chief of Police. It is understood that upon retirement the maximum number of hours that shall be paid out to a member relating to hours the member has in the bank shall be eighty-eight (88) overtime hours notwithstanding that their bank hours may exceed this amount. Any member having more than the maximum allowed hours in the bank of July 22, 1996 shall retain those hours in the bank and shall take the hours as time off in accordance with the provisions of this subarticle, provided that such member shall not be permitted to add hours to the bank until the hours in the bank are less than the maximum allowed hours and at that time any future overtime hours exceeding the maximum allowed hours shall be paid to the member in cash.



- 6.8 Provided that the full time employees are qualified to perform the work which is the subject of overtime, the employer shall offer such overtime to full time employees in the unit prior to offering such overtime to temporary employees in that unit.

## **7 CALL-BACK DUTY**

- 7.1 Each Civilian member who is called back to work after having completed his or her regular tour of duty, and having left the place where the regular tour of duty has terminated, shall be paid at overtime rates and in any such event shall be paid not less than three (3) hours pay at overtime rates, provided however, that such member shall not be entitled to pay where the call-back of such member 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.

## **8 SICK LEAVE**

- 8.1 The provisions of Articles 8.1 to 8.13 inclusive will apply to all members of the Service who commenced their service prior to July 10, 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.
- 8.2 Each member covered by this Agreement hired prior to July 10, 1990 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.
- 8.3 The hours of sick leave unless used, shall be accumulative with no maximum.
- 8.4 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 hours 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.
- 8.5 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.
- 8.6 Any member covered by this Agreement who is dismissed for cause shall forfeit all accumulated sick leave standing to their credit.
- 8.7 A member who commenced his/her Service prior to January 1, 1990 reporting for duty and later becoming sick and unable to complete his/her regular tour of duty, shall be credited with the number of hours worked, and shall be required to access his/her sick time hours for those hours not worked.
- 8.8 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 hours 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.

8.9 The current hourly 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 thousand and eighty (2080).

8.10 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.

8.11 A member who, on account of illness or injury is absent from work for five (5) or more consecutive working days or fifteen (15) or more accumulative working days in a calendar year may be required to submit and if required will submit, a completed physician or psychologist's report to the Board or its designate by the end of the five (5) consecutive days or fifteen (15) 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/psychologist. If the member's absence continues beyond five (5) consecutive working days or fifteen (15) accumulated working days in a calendar year, the member may be required by the Board or its designate to report to a physician or psychologist selected by the Board for a medical examination. The Board's physician or psychologist 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/psychologist and the Board's physician/psychologist, then the member may be required to submit and if required will submit, to a medical examination by an independent medical physician, psychologist or specialist agreed to by the parties to this Agreement. Such independent practitioner may consult as necessary with any other physician/psychologist. The independent practitioner 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 practitioner 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:

1. Failure to submit an attending physician/psychologist's report without reasonable excuse;
2. Without reasonable excuse, fail to report to the Board's physician, psychologist or specialist as above on the date set by the Board for examination;
3. A determination by the member's own physician or the independent physician, psychologist or specialist that the member is able to resume work.

8.12 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, psychologist or the independent physician/psychologist as the case may be. The member authorizes the release to the parties of such physician's report(s) and prognosis.

8.13 Any fee charged by the member's physician or psychologist, 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 seventy dollars (\$70.00). Fees for the Board's physician, psychologist and the independent physician/psychologist 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.

### **INCOME REPLACEMENT PLAN**

- 8.14 The provisions of Article 8.14 to 8.26 inclusive will apply to all members of the service who commence their employment on or after July 10, 1990.
- 8.15 Effective July 10, 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.
- 8.16 All members hired on or after July 10, 1990, shall participate in the Short Term/Long Term Disability Plan.

### **SHORT TERM DISABILITY**

- 8.17.1 Each member shall be eligible to receive Short Term Disability benefits following three (3) months of continuous service.
- 8.17.2 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 Short Term Disability Schedule.
- 8.17.3 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.
- 8.17.4 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.
- 8.17.5 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.
- 8.18 The pay of an employee under this Article is subject to normal deductions as provided for elsewhere in this agreement.
- 8.19 Any member who commenced his/her service with the Service on or after January 1, 1990 reporting for duty and later becoming sick and unable to complete his/her regular tour of duty shall be credited with the number of hours worked, and shall be required to access his/her sick time hours for those hours not worked, provided that the hours not worked during the shift shall not count as a period of casual absence for the purposes of these provisions.

8.20 A member who, on account of illness or injury is absent from work for three (3) or more consecutive working days or six (6) or more accumulative working days in a calendar year, may be required to submit, and if required, will submit a completed physician or psychologist's report to the Board or its designate by the end of the three (3) consecutive days or six (6) 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/psychologist. If the member's absence continues beyond three (3) or more consecutive working days or six (6) or more accumulative working days in a calendar year, the member may be required by the Board or its designate to report to a physician or psychologist selected by the Board for a medical examination. The Board's physician or psychologist 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/psychologist and the Board's physician/psychologist, then the member may be required to submit, and if required, will submit to a medical examination by an independent medical physician, psychologist or specialist agreed to by the parties to this agreement. Such independent practitioner may consult as necessary with any other physician/psychologist. The independent practitioner 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 practitioner 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 circumstances:

1. Failure to submit an attending physician/psychologist's report without reasonable excuse;
2. Without reasonable excuse, fail to report to the Board's physician/psychologist or specialist as above on the date set by the Board for examination;
3. A determination by the member's own physician or the independent physician, psychologist or specialist that the member is able to resume work.

8.21 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/psychologist or the independent physician/psychologist as the case may be. The member authorizes the release to the parties of such physician's report(s) and prognosis.

8.22 Any fee charged by the member's physician/psychologist, 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 seventy dollars (\$70.00). Fees for the Board's physician/psychologist and the independent physician/psychologist 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.

## **INTEGRATION OF BENEFITS**

8.23.1 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 *Workplace Safety & Insurance 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.

8.23.2 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.

## 8.24 SHORT TERM DISABILITY SCHEDULE

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
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 Hours
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

### 8.25.1 ELIGIBILITY

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.

- 8.25.2      **TERMINATION OF BENEFIT**  
All insurance terminates automatically upon termination of employment, or attaining age 60 or date of retirement on pension if earlier.
- 8.25.3      **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.
- 8.25.4      **MAXIMUM PAYMENT PERIOD**  
The maximum period of payment is to age 60 or date of retirement on pension if earlier.
- 8.25.5      **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.
- 8.25.6      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.
- 8.25.7      If the claimant returns to work, benefits will cease except if the claimant is under a rehabilitation program.
- 8.25.8      **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.
- 8.25.9      **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.
- 8.25.10     **QUALIFYING PERIOD**  
Entitlement to the monthly payment will commence on the day the twenty-six (26) week short term disability period expires.
- 8.25.11     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.
- 8.25.12     **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.
- 8.25.13     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.

8.25.14 **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 *Workplace Safety & Insurance 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.

8.25.15 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.

8.25.16 **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.

8.25.17 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.

8.25.18 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.

8.25.19 **HOW TO MAKE A CLAIM**

Claim forms are available from the Personnel Office.

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

8.25.21 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.

8.25.22 **TIME ALLOWANCE FOR SUBMISSION OF CLAIMS**

Benefits will be paid to you monthly in arrears.

8.25.23 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.

8.25.24

**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.

**GENERAL PROVISIONS**

8.26

The provisions of Article 8.26 to 8.34 inclusive will apply to all members of the service covered by this agreement regardless of which sick leave plan applies to them.

8.27

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

8.28

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.

8.29

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.

8.30

The Board will ensure no loss of annual leave for members who, on account of illness or injury, are absent from work. The Chief shall have the option of paying vacation credit, statutory holiday and/or float entitlement in cash, or rescheduling such annual leave of said members, subject to the following caveats:

- (i) If leave is to be rescheduled, such rescheduled leave shall be taken by mutual agreement within three (3) months of the member's return to work;
- (ii) If there is no mutual agreement on rescheduled leave within that three (3) month period, the Chief may order the member to take his or her leave at a time outside of such three (3) month period;
- (iii) Leave carried over to a subsequent year pursuant to this Article 8.31 shall not form part of the annual leave process for that subsequent year;
- (iv) If a member retires following a period of absence due to illness prior to taking his or her rescheduled leave, and prior to receiving cash for that leave, the unused leave shall be paid out in cash at the time of such retirement;
- (v) The vacation entitlement cannot be split by the Chief. For greater certainty, if the member had a two (2) consecutive week vacation entitlement, the rescheduled leave shall be for two (2) consecutive weeks, unless the member otherwise agrees.
- (vi) In the event that the Chief determines to pay the member out for their unused leave, such member shall be paid by cheque for same at the rates applicable by January 31<sup>st</sup> following the year of entitlement.

8.31

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.

8.32

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



8.33 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.

## **9 ANNUAL VACATION AND STATUTORY HOLIDAYS**

9.1 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:

9.2 All members with less than one year of service shall receive vacation on the basis of the provisions of Article 9.3 but pro-rated according to his/her actual length of service up to a maximum of eighty (80) hours.

9.3 All members having completed one or more years of service shall receive eighty (80) hours.

9.4 All members having completed three (3) years or more of service shall receive one hundred and twenty (120) hours.

9.5 All members having completed nine (9) or more years of service shall receive one hundred and sixty (160) hours.

9.6 All members having completed fifteen (15) or more years of service shall receive two hundred (200) hours. This article is effective on July 26, 2010.

9.7 All members having completed twenty-two (22) or more years of service shall receive two hundred and forty (240) hours.

9.8 All members having completed thirty (30) or more years of service shall receive two hundred and eighty (280) hours.

### **Statutory Holidays**

9.9 Each Member covered by this agreement who is working the Compressed Work Week System or the Shift System described in Article 4.10 shall be granted, during the term of this agreement, in addition to his or her annual vacation, ninety-six (96) hours time off in lieu of statutory holidays and declared holidays. Members will also be granted 8 hours for any new statutory or declared holidays that come into effect during the term of the Agreement.

9.10 Each member covered by Article 4.1 (Day Duties) shall be granted twelve (12) statutory or declared holidays with pay as follows:

New Year's Day	Dominion Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day (Effective January 1, 2011)

When any of the above mentioned statutory or declared holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, a day off in lieu thereof shall be granted.

Members normally working day duties will be off duty on the above mentioned statutory or declared holidays as they fall unless otherwise agreed.

Members will also be granted any new statutory or declared holidays that come into effect during the term of the Agreement.

9.11 Each Member shall be paid at the rate of time and one-half (1-1/2) for all hours worked on a statutory holiday.

**Floater Days**

9.12 In addition, each Member having completed less than twenty-eight (28) years of service shall be granted an additional floater day off. Members having completed twenty-eight (28) or more years of service shall be granted two (2) additional floater days off. Floater days off shall be taken upon mutual agreement with his or her District Commander.

**Scheduling**

9.13 Annual vacations and Statutory holidays will be granted in accordance with the following provisions of this Article.

9.14 Annual vacations will be scheduled so that all civilian members who are working a normal work week in accordance with Article 4.1 shall have a minimum of two (2) weeks (ten working days) annual vacation during the prime vacation time, if they so desire.

9.15 Civilian members who are working the Compressed Work Week System or the shift system as set out in Article 4.3 may take a minimum of two (2) complete blocks of shifts during the prime vacation time, if they so desire. To accomplish this, personnel with only eighty (80) hours annual vacation may apply their statutory holidays for any extra days that may be necessary to give them the two (2) complete blocks of shifts. This is subject to Article 9.16(f) below.

9.16 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 eighty (80) hours annual vacation will be allowed to take the two (2) blocks consecutively, or to split the eighty (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. 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 (2) weeks or two (2) complete blocks of 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.

In the event that two or more members of equal seniority apply for the same annual leave time, the District Commander shall attempt to accommodate the request of such member, subject to the exigencies of the Service, and if the issue cannot be resolved to the affected member's satisfaction, the issue shall be resolved by a coin toss.

- f. Once the schedules of annual vacation and statutory holidays have been sent to the Deputy Chief of Police, 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 civilian member concerned.

- g. Statutory Holidays and Annual Vacation schedules must be submitted by the 15th day of December of the previous year.
- h. All of the provisions of Articles 9.14, 9.15 and 9.16 shall be subject to the exigencies of the Service.
- i. The annual leave entitlement of any member, who establishes that he or she has broken service with the Service, shall be calculated by including all NRPS service time, provided that seniority for the purposes of determining the order of vacation picks as set out in this section shall be defined as seniority based on continuous service. It is understood that any additional entitlement that arises as a result of the accumulation of broken time shall be selected after the selection of annual vacation for unbroken service, statutory holidays and float time, where applicable.

9.17 So as not to impair the efficient operation of the Service, Units of eight personnel or less, are allowed to have only one (1) person off on annual vacation or statutory holidays at any one time.

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

9.19 Units 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.

9.20 Units 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 unit size of eight (8) persons or multiples thereof above thirty-two (32) personnel.

9.21 But, in any event, no civilian member may take any more than two (2) weeks (ten (10) working days or 2 blocks of shifts of vacation during the prime vacation time, as described in 9.16 above, unless there is sufficient time open to take additional weeks.

9.22 Subject to prior agreement between the Service and the Association regarding a protocol for filling unscheduled absences, commencing the year 2011, the Front Desk Clerks in Districts 1, 2 and 3 on the same alphabetical platoon will pick their

annual leave and float time together according to seniority as defined in the Collective Agreement. There can be a total of one (1) clerk in the same alphabetical platoon off at any one time.

9.23 In the Central Court Unit (Court Escort) supervisors shall select their annual leave and float time among the supervisors according to seniority as defined in the Collective Agreement. There can be a total of three (3) members and one (1) supervisor off at any one time and if there is no supervisor off there can be a total of three (3) members off at any one time.

## **10 INTENTIONALLY BLANK**

## **11 COURT ALLOWANCE**

11.1 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 employee, shall be paid by cheque or by way of time off as set out in Articles 6.3 and 6.4 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 the three (3) hours minimum, he or she shall be entitled to be paid at the rate of time and one-half (1-1/2) for any period that he or she is required to remain in court for over three (3) hours.

11.2 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 his or her regular tour of duty and, is required to remain in court after the time that 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.

11.3 A member shall be notified prior to 6:00 p.m. of the day prior to the court attendance if the said court attendance is cancelled, which notification shall include personal e-mail notification for any members who have provided a personal e-mail address to the Service; otherwise the member is to be paid for the scheduled court appearance.

11.4 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.

11.5 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 employee, shall be paid by direct deposit or by way of time off as set out in Articles 6.4 and 6.5 herein, a minimum of four (4) hours pay at double the member's regular hourly rate, increasing to six (6) hours pay at double the member's regular hourly rate effective April 1, 2009, 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, or the six (6) hour minimum effective April 1, 2009, 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 the four (4) hours or for over six (6) hours effective April 1, 2009. 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. With respect to members working the 12 hour Compressed Work Week schedule, it is understood that annual vacation includes the 2 days immediately preceding the member's vacation and the 4 days immediately following the member's vacation. With respect to members working the 10 hour Compressed Work Week schedule, it is understood that annual vacation includes the Friday of the vacation week in the case of a member working Monday to Thursday and includes the Monday of the vacation week in the case of a member working Tuesday to Friday.

11.6 When a member is on annual or statutory leave and must make a court appearance, transportation, accommodation and meals shall be provided with one (1) additional day for each day or part thereof required for such court appearance. With respect to members working the 12 hour Compressed Work Week schedule, it is understood that annual vacation includes the 2 days immediately preceding the member's vacation and the 4 days immediately following the member's vacation. With respect to members working the 10 hour Compressed Work Week schedule, it is understood that annual vacation includes the Friday of the vacation week in the case of a member working Monday to Thursday and includes the Monday of the vacation week in the case of a member working Tuesday to Friday.

11.7 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.

11.8 COURT - Shall mean Provincial Judges Court, County Court, Supreme Court, Divisional Court, Family Court, Juvenile Court, Traffic Court, or any Judicial or Quasi-Judicial Hearing, including a Police Services Act Tribunal in which the member claiming court allowance is a witness 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, or where the member is an accused, but is found not guilty of all offenses including those dealt with in Court, arising out of the incident that gave rise to the Police Act charges.

11.9 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 duties, and who is required to use his or her own vehicle or provide his/her own transportation shall be paid the mileage rate paid to Regional employees as amended from time to time, and a meal allowance of twelve dollars (\$12.00) for each meal after four (4) hours attendance.

Reasonable travel time for court attendance 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) in the event that the travel time occurs outside of regular work hours.

- 11.10 Each member required to attend court outside of the District 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 District area within the Niagara Regional area, and who is required to use their own vehicle or provide their own transportation, shall be paid the mileage rate paid to Regional employees as amended from time to time, and a meal allowance of twelve dollars (\$12.00) for each meal after four (4) hours attendance. If the Member resides outside the boundaries of the Regional Municipality of Niagara, the mileage payable under this Article shall be calculated from the closest District to the Member's residence. For the purposes of this sub-article, Districts 1, 2, 3, 5, 6 and 8, shall each be considered to be a separate District Area.
- 11.11 Payment for such Court Allowance shall be on a bi-weekly basis.
- 11.12 Mileage, Meal Allowance and accommodation costs shall be paid on claim.
- 11.13 Witness fees and expense money, including conduct money received by any member 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.
- 11.14 Those members on Workplace Safety & Insurance shall not be entitled to Court Time.
- 11.15 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, plus mileage at the rate set by The Regional Municipality of Niagara in effect at the time of such attendance.
- 11.16 In situations where a member is not transferred to day shift duty 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 member shall be entitled to retroactive payment on the same basis as if he/she were a witness.

## **12 MEDICAL, HOSPITAL AND DRUG INSURANCE**

- 12.1 With the exception of Article 12.5, the Board shall pay one hundred percent (100%) of the current premium costs to provide each member covered by this Agreement with the following:
- 12.2 Supplementary Manulife for hospital care for semi-private coverage or equivalent.
- 12.3 Effective June 1, 1997, drug prescription coverage pursuant to the Manulife Formulary 3 Plan, subject to a maximum dispensing fee of \$7.50 per prescription, and subject to the condition that members use generic drugs unless the specific generic drug is not effective.
- 12.4 Extended Health Benefits under the Service's Group Insurance Plan or equivalent with prosthetic appliances and durable medical equipment to a maximum of twenty thousand dollars (\$20,000.00) per person per year and Private Duty Nursing to a

maximum of thirty-five thousand dollars (\$35,000.00) per person per year, chronic care coverage in the amount of three dollars (\$3.00) maximum per day to a maximum of 120 days per person per year and for all other hospital stays private hospital room coverage to a maximum of 120 days per person per year. This Extended Health Benefit shall also provide para-medical coverage which includes the following:

- 12.4.1 Chiropractor, Osteopath, Podiatrist, Chiropodist:
  - 12.4.1.1 Effective January 1, 2009, to a maximum of three hundred and fifty dollars (\$350.00) per benefit year;
  - 12.4.1.2 Effective January 1, 2010 to a maximum of four hundred dollars (\$400.00) per benefit year;
  - 12.4.1.3 Effective January 1, 2011 to a maximum of four hundred and fifty dollars (\$450.00) per benefit year.
- 12.4.2 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.
- 12.4.3 Audio-Hearing Aids to a maximum of three hundred dollars (\$300.00) every two years.
- 12.4.4 Obus Back Supports.
- 12.4.5 Manulife Deluxe Out-of-Province coverage.
- 12.4.6 The lesser of twenty-five percent (25%) of the purchase price of a continuous positive air pressure respirator, or that portion of the purchase price of such respirator not paid pursuant to Provincial, Federal or other grant programs.
- 12.4.7 Two (2) pairs of custom made orthotics in the first year of a claim for Members and spouses, and one (1) pair per year thereafter. For dependants under age 18, two (2) pairs of orthotics each year. Each pair is capped at a maximum fee of \$375.00. The custom made orthotics must be prescribed by a licensed physician (including a podiatrist and chiropodist) and provided by a licensed retail supplier.
- 12.4.8 Speech Pathologist to a maximum of one thousand dollars (\$1,000.00) per benefit year.
- 12.4.9 Massage Therapy to a maximum of three hundred dollars (\$300.00) per benefit year, increasing to four hundred dollars (\$400.00) per benefit year effective January 1, 2011, with a fifty dollar (\$50.00) per visit maximum.
- 12.4.10 Bras and Wigs to a maximum of five hundred dollars (\$500.00) lifetime allowance.
- 12.4.11 Insulin Pumps – 50% co-payment to a maximum of three thousand dollars (\$3,000.00) for the insulin pump only. Insulin pumps may only be purchased from Medtronic (unless mutually agreed otherwise by the Association and the Board). Members will be fully reimbursed for the full amount paid if insulin pumps are returned within the ninety (90) day trial period. Full coverage for all supplies in conjunction with the use of the pump is in addition to the above equipment purchase and will be covered by the Group Plan.

- 12.4.12 Custom made Orthopedic Shoes within reasonable and customary limit to be pre-approved by the Group Insurance Plan provider. The custom made orthopedic shoes must be prescribed by a licensed physician (including a podiatrist and chiroprapist) and provided by a licensed retail supplier.
- 12.4.13 Physiotherapist to a maximum of fifty dollars (\$50.00) visit maximum.
- 12.5 Dental Coverage as follows:
- 12.5.1 Liberty Health Dental Plan No. 9 or its equivalent, provided that, effective June 1, 1997, the recall for dependent children will be six (6) months, and the recall for adults will be nine (9) months, unless a previously diagnosed condition exists which requires attendance more frequently than six (6) months or nine (9) months, as the case may be.
- 12.5.2 The O.D.A. Fee Schedule is to be one (1) year in arrears
- 12.5.3 Orthodontia rider [fifty percent (50%) Co-Insurance, two thousand dollars (\$2,000.00) lifetime limit , increasing to a two thousand five hundred dollars (\$2,500.00) lifetime limit (fifty percent (50%) Co-Insurance remains) effective January 1, 2011;.
- 12.5.4 Coverage for caps and crowns (50% co-insurance, two thousand dollars (\$2,000.00) lifetime limit) increasing to two thousand five hundred dollars (\$2,500.00) lifetime limit commencing July 26, 2010 (50% co-insurance remains);
- 12.5.5 There will be no assignment of dental claims to the provider of these services. Patients will pay fully for all services, and then be reimbursed from the insurance carrier based on plan coverage;
- 12.5.6 An Industry Standard Alternate Benefits Clause shall be added to the Dental Plan;
- 12.5.7 Scaling and root planing shall be limited to 8 units (2 hours) per year.
- 12.6 Vision Care under Service's Vision Care Plan provider or equivalent (\$350.00) maximum every 24 months which amount can be applied to eye testing and laser surgery.
- 12.7 The Board will continue to pay the premiums necessary to continue the insurance coverage provided by this Article (save and except 12.5.2 and 12.6) 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 12.4.5 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.
- 12.8 If a member becomes totally disabled as defined by the Ontario Municipal Employees Retirement System, the Board will pay Extended Health/Vision Care and Dental Plan premiums as defined in Articles 12.2, 12.3, 12.4, 12.5 and 12.6 until age 65.
- 12.9
- 12.9.1 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 Extended Health/Vision Care and Dental Plans as defined by Articles 12.2, 12.3, 12.4, 12.5 and 12.6 on behalf of the widow/widowers. These payments will continue until the widow or widower reaches the age of 65.



- 12.9.2 The Board will also continue premium payments to these plans on behalf of the dependent(s) of such deceased member, until the dependent(s) reaches the age of 21.
- 12.10
- 12.10.1 The Board will extend to the spouse of a deceased member, the privilege of joining the Extended Health/Vision Care Plans and Dental Plan, until the spouse reaches the age of 65.
- 12.10.2 The Board will extend to the dependent(s) of a deceased member, the privilege of joining the Extended Health/Vision Care Plans and Dental Plan, until the dependent(s) reaches the age of 21.
- 12.11
- 12.11.1 The Board shall pay Extended Health Care premiums as defined in Articles 12.2, 12.3 and 12.4 on behalf of those members who retire early, that is, after thirty (30) years of service and fifty-five (55) years of age (for employees who were members of O.M.E.R.S. prior to December 31, 1982), or in accordance with O.M.E.R.S. 90 Factor until age sixty-five (65).
- 12.11.2 Such members shall be allowed to participate in a Retiree Vision Care and Dental Plans as defined in Articles 12.5 and 12.6 inclusive, until age sixty-five (65) provided they pay their own premiums and allow no lapse in coverage. For members retiring from the Service on or after January 1, 2003, and continuing until the Member reaches the age of 65, the Board shall reimburse the Member to a maximum of \$800.00 per year in respect of the retired Member's dental and vision coverage premiums.
- 12.11.3 Such members shall be allowed to participate in Retiree Dental and Vision Care plans as defined in Articles 12.5 and 12.6 respectively until age 65, provided they pay for their own premiums and allow no lapse in coverage, provided that for members retiring from the Service on or after January 1, 2006, and continuing until the member reaches the age of 65, the Board shall reimburse the member to a maximum of \$1,000.00 per year in respect of the retired member's dental and vision coverage premiums.
- 12.11.4 Effective January 1, 2007, all members who retire on and after January 1, 2006 and before January 1, 2009 shall be eligible for a Health Care Spending Account (HCSA) in the amount of \$2,000.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spent by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members for the five years immediately following the member's 65<sup>th</sup> birthday. In respect of members who retired after January 1, 2006 and before January 1, 2009, the account shall be available to the members for the five (5) years immediately following the member's 65<sup>th</sup> birthday.
- 12.11.5 Effective July 26, 2010, all members who retire on or after January 1, 2009 shall be eligible for a *Health Care Spending Account (HCSA)* in the amount of \$2,500.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member

must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spent by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members who retire after January 1, 2009 for the ten (10) years immediately following the member's 65<sup>th</sup> birthday and the annual eligibility for the HCSA shall be pro-rated for the year that the member attains age 65, and also for the year that the member attains age 75.

- 12.12 For members who retire after October 16, 1992, and who reach the age of 65 on or after that date, the Board will extend to his her spouse the privilege of continuing to participate in the group benefit coverage that had been maintained by/for the retiree until such time as the spouse reaches the age of 65, provided that the spouse pays his/her own premiums and allows no lapse in coverage.
- 12.13 The Board shall have the right in its sole discretion to require members to use Smart Cards or their equivalent.
- 12.14 Effective on ratification, the benefits insurance contract will be amended to provide for internal co-ordination of benefits, i.e., all members of the Service who are married or living common law, (including those in a same-sex partner relationship) with another member of the Service will be treated, for the purposes of benefit entitlements, in the same way that they would be if their relationship was with a person not employed by the Service.
- 12.15 Health benefits in respect of full-time members shall commence on the effective date of appointment of such member.
- 12.16 Any benefits package to which any retired member becomes entitled after retirement from the Service shall be considered to be the primary benefits, provided that such retiree may submit their claims to the new employer plan without prejudice to their rights to access Service benefits, and to their entitlement to the co-ordination of Service benefits.
- 12.17 In respect of members who retire from the Service on or after January 1, 2009 with single benefits coverage, and who subsequently have a lifestyle change so as to require family benefits coverage, such members shall be responsible for the difference in the cost of premiums between single and family coverage.

### **13 PENSION PLAN**

- 13.1 The normal retirement age for the Civilian members of the Service prior to December 31, 2006 is sixty-five (65) years.
- 13.2 The Board shall provide, to the normal retirement age prior to January 1, 2007 and as required by law thereafter, 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).
- 13.3 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. The Board and the member shall make equal contributions to the O.M.E.R.S. Basic Pension Plan Benefit as prescribed under the O.M.E.R.S. Act and Regulations thereto.

- 13.4 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.

## **14 LIFE INSURANCE**

- 14.1 The Board shall pay one hundred percent (100%) of the premium cost required to provide each Civilian member of the Service with term life insurance in an amount equal to two (2) times the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).
- 14.2 The Board shall pay one hundred percent (100%) of the premium cost required to provide each Civilian member of the Service with Accidental Death and Dismemberment coverage in an amount equal to two (2) times the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).
- 14.3 Early retirees shall be allowed to participate in Life Insurance coverage as provided in Articles 14.1 and 14.2 up to a maximum of twenty-five thousand dollars (\$25,000.00) until age 65, provided they pay their own premium costs.
- 14.4 Members who retire after thirty (30) years of service, or after twenty (20) years of service if the member is sixty (60) years of age, or where the member retires in accordance with the O.M.E.R.S. factor shall be provided with a paid-up life insurance in the amount of three thousand dollars (\$3,000.00).
- 14.5 Employee paid Optional Additional Life Insurance in units of (\$25,000) to a maximum of ten (10) units (\$250,000), and Spousal Optional Life Insurance in units of (\$25,000) to a maximum of four (4) units (\$100,000) shall be available to members, provided that such coverage is available from the carrier.
- 14.6 The Board shall implement a retiree group insurance plan and members who are retiring and who meet the criteria set out in Article 14.4 or who have continued their life insurance as provided in Article 14.3 will be allowed to participate in the retiree plan provided they agree to pay their own premium costs.

## **15 MEAL ALLOWANCE**

- 15.1 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 twelve dollars (\$12.00). 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 Chief of Police or designee.
- 15.2 Each member who is required to work outside of the Regional Municipality of Niagara shall be granted a per diem meal allowance in accordance with such allowance as is paid to employees of the Regional Municipality of Niagara.
- 15.3 For each member who is assigned to work out of his or her jurisdiction for a period of more than four (4) hours, except when such member is attending an authorized course, for special training, a meal allowance of twelve dollars (\$12.00) shall be granted.

15.4 Payment for such meal allowance shall be on a bi-weekly basis.

## **16 COMPASSIONATE LEAVE**

16.1 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 or memorial service of a relative provided the member shall not be paid for those days when he or she was not scheduled to work. For the purpose of this Article, a relative is defined as including only - wife, husband, same sex partner, 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, grandparents of spouse, grandchildren, or persons in loco parentis, current step-parents, step-children, and step-siblings.

16.2 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 the member shall void previous spousal or in-law relationships for the purposes of this Article.

16.3 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 member's attendance at such ceremony. Such approval shall not be unreasonably withheld.

16.4 For the purposes of Article 16.1 above, same sex partner means a person of the same sex to the employee who has continuously co-habited with the employee for a period of at least one year having been publicly represented as husband and wife (common law).

## **17 EDUCATION EXPENSES**

17.1 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 his/her usual residence, shall be paid an expense allowance in the amount of ten dollars (\$10.00) per day in addition to his/her regular salary, and in addition shall be provided with the necessary accommodations, meals, books, equipment and other related expenses where necessary for such attendance.

17.2 In the event that weekend accommodations and/or meals are not provided by the institution offering the course, the member shall receive the necessary expenses for accommodations and meals.

17.3 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 the Chief of Police.

17.4 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.

- 17.5 In addition any member required to attend any other approved course or seminar, that is both 5 days or more and is located farther than 250 km from the member's current work location, 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.
- 17.6 Notwithstanding the above, recruits traveling to the Ontario Police College for the basic recruit constable training course shall be paid three (3) hours at time and a half for travel both to and from the College at the beginning and end of the course.
- 17.7 In addition, for any other approved course or seminar, members will be paid at time and a half for any travel time outside of their regular tour of duty.
- 17.8 Effective July 26, 2010, the hours of work for a member attending a course or other training will be recorded in the following manner:
- a) if the course is a one day course and is completed within the member's shift, the member shall contact their Supervisor who shall advise the member as to whether they are required to return to work for the remainder of their shift. If the Supervisor advises that the member is not required back at work, the member will still be credited for working the entire shift.
  - b) if the course is more than one day but ends at a time that results in a member attending the course (including time spent travelling) for a lesser number of hours than their regular tour of duty for such period, the member shall be credited with the hours that the member was short for such same period.
  - c) if the course is more than one day but ends at a time that results in a member attending the course for a greater number of hours than their regular tour of duty for such period, the member shall be paid for the additional hours at regular time except if some or all additional time relates to travel time which will be paid in accordance with section 17.7.

## **18 SPECIAL LEAVE**

- 18.1 Special Leave shall be granted as follows:
- 18.2 Any member covered by this Agreement who is elected to represent the Association at the Annual Convention of the Police Association of Ontario, or the Canadian Professional Police Association 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 and the Canadian Professional Police Association Constitution and By-laws.
- 18.3 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, or the Canadian Professional Police Association 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, or the Canadian Professional Police Association Constitution and By-Laws.

- 18.4 Any member who is elected to the Board of Directors of the Police Association of Ontario, or the Canadian Professional Police Association 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.
- 18.5 Any member who is elected as a member of the Bargaining Committee of the Association, which shall not exceed eight (8) 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. Where a member of the Bargaining Committee attends bargaining meetings on his/her regularly scheduled day off, he/she will be entitled to reschedule an additional day off with pay at straight time.
- 18.6 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 his or her scheduled tour of duty upon the completion of the meeting for which their presence was required.
- 18.7 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.
- 18.8 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.
- 18.9 A permanent employee who serves as a juror or is required to be present on jury roll call during hours that he/she is regularly scheduled to work, shall be paid his/her regular wages for such period of absence so long as the employee deposits with the Service the full amount received for such service. To be eligible for jury duty pay, the employee must be available for work when not required on active jury duty.
- 18.10 The employer shall make every reasonable effort to accommodate members of the Association Executive to attend the annual Labour Relations conference of the Police Association of Ontario upon receiving reasonable notice from the Association as to which members wish to attend.

## **19 FORMER MEMBERS**

- 19.1 A former member of the Service who has been dismissed 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 or other benefits as herein provided.

## **20 GRIEVANCE PROCEDURE**

- 20.1 The Grievance Procedure is to be set forth in accordance with the following:

- 20.2 The parties hereto agree that all differences arising between the parties from the interpretation, application or administration of this Agreement, including any question 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.
- 20.3 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.
- 20.4 Any appointee of the Association may attend at any step of the grievance procedure including arbitration.
- 20.5 Any person covered by the provisions of this Agreement who feels that he or she has a grievance shall, within fourteen days after becoming aware of the fact which is the subject of the grievance, present the grievance in writing to the Grievance Committee.
- 20.6 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.
- 20.7 The Chief of Police or designee shall meet 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 (7) days thereafter.
- 20.8 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 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.
- 20.9 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 the Niagara Regional Police Services Board and shall within seven (7) days after the meeting with the Grievance Committee notify the said Committee in writing of its decision with regard to the grievance.
- 20.10 In the event that the decision of the Niagara Regional Police Services Board is not acceptable to the Grievance Committee, the said Committee may notify the said Board through its Administrator, and the Solicitor General in writing, that it desires the grievance to be submitted to an arbitrator, in accordance with the *Police Services Act*.
- 20.11 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions 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, provided that the arbitrator shall have the right to substitute such other penalty in respect of the discharge or discipline as the arbitrator or arbitration board deems just and reasonable in the circumstances.

- 20.12 The cost of the arbitrator, if any, shall be borne equally by the Niagara Region Police Association and the Niagara Regional Police Services Board.
- 20.13 It is agreed that any of the time limits set out in this Article may be extended by the mutual agreement of both parties.
- 20.14 A claim by a Civilian member of the Service who has completed a six month probationary period that he or she has been discharged or disciplined without reasonable cause may be submitted as a grievance in accordance with the provisions of this Agreement.
- 20.15 A dispute relating to general application or interpretation (policy grievance) may be initiated by either party commencing at the step in the process identified in Article 20.6.
- 20.16 In the event that the Board has filed the grievance, the counterpart for the Chief of Police in sections 20.6 to 20.8 shall be the Association President and the Board's Grievance Committee shall present a signed grievance to the Association President within thirty (30) days of the date upon which the grievance was presented to such Committee. In the event that the decision of the Association President is not acceptable to the Board's Grievance Committee, the said Grievance Committee may notify the Association in writing that it desires the grievance be submitted to an arbitrator in accordance with the *Police Services Act*. For greater certainty all other sections of this Article 20 shall apply where applicable.
- 20.17 In the event a Civilian Member is disciplined, and such discipline includes a loss of time and/or pay, and in the event that the Member grieves any aspect of the discipline, the imposition of such loss of time and/or pay is suspended pending the outcome of the grievance.

## **21 PREGNANCY AND PARENTAL LEAVE**

- 21.1 Pregnancy and Parental Leave shall be administered in accordance with the Ontario Employment Standards Act, as amended from time to time.
- 21.2 Pregnancy and/or parental leave shall be in accordance with the *Employment Standards Act of Ontario, 2000* and members may take such leave for a statutory recognized period of up to 52 weeks (17 weeks pregnancy; 35 weeks parental). Members who are in receipt of Employment Insurance benefits during such leave are entitled to benefits provided under this Article on the following basis:
- (a) Female members 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 employment insurance waiting period;
  - (b) Following completion of the two (2) week waiting period, such member shall be entitled to a supplemental employment benefit for a maximum period of fifteen (15) weeks. That benefit ("top-up") will be equivalent to the difference



between seventy-five percent (75%) of her regular weekly earnings and the sum of her regular weekly employment insurance benefits and any other earnings;

- (c) Effective January 1, 2011, following completion of the pregnancy leave period, her salary shall be topped up so that she receives fifty percent (50%) of a seventy-five percent (75%) top up for a maximum period of thirty-five (35) weeks;
- (d) Effective January 1, 2011, male members who elect to take parental leave shall receive fifty percent (50%) of a seventy-five percent (75%) top-up for a maximum period of thirty-five (35) weeks (including during the two (2) week employment insurance waiting period).

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

- 21.3 A member on pregnancy leave shall continue to accrue seniority during the period of such leave.
- 21.4 A member shall not receive sick leave pay in accordance with Sick Leave Article 8 of this Agreement during the period of pregnancy or parental leave or accumulated sick leave at the prevailing rate.
- 21.5 A member on parental leave shall continue to accrue seniority and annual leave entitlements, but shall not accrue statutory holidays or other leave entitlements.
- 21.6 Benefits outlined in Articles 12 and 14 where applicable, shall be provided to the member while on pregnancy and/or parental leave.
- 21.7 The employer shall continue its contribution for pension pursuant to Article 13 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.

## **22 JOB CLASSIFICATIONS**

- 22.1 If a new position is established or an existing position is substantially changed, it shall be evaluated by the Joint Job Evaluation Committee in accordance with the job evaluation system and maintenance guidelines for the system established herein, and shall be paid the group rate that the position falls within, and shall not be subject to re-evaluation for a period of four hundred and eighty (480) working hours, provided that if the new position does not fall within any existing group rate, a new group rate shall be negotiated in accordance with the provisions of this Article.
- 22.2 The Job Evaluation Plan is the basis for determining the job class applicable to any existing positions, and any positions which have incurred significant increases or decreases in job functions.
- 22.3 In the event that a new position is created or significant change(s) occur in an existing position, the employee, the Association, or a representative of Service management may request through the Human Resources Department, that the position be reclassified by the Job Evaluation Committee.

- 22.4 Any such request shall be submitted by way of a "Request for Reclassification" form, detailing reasons for the request.
- 22.5 The Job Evaluation Committee shall consist of four representatives, two to be appointed by Service management and two to be appointed by the Association. Alternates will be identified.
- 22.6 The Job Evaluation Committee will decide whether an evaluation will take place, conduct an evaluation when applicable, and inform the incumbent and supervisor of the result(s). The majority decision of the Committee shall be final and binding on all parties.
- 22.7 In the event that the Job Evaluation Committee is unable to reach a decision, the matter will be referred to appeal.
- 22.8 An appeal shall be heard by the Chief of Police or his designee and the President of the Association, unless a conflict of interest arises, in which case alternates will be appointed as necessary.
- 22.9 The unanimous decision of the Chief of Police or his designee and the Association President shall be final and binding on all parties.
- 22.10 If no agreement can be reached by the Chief of Police or his designee and the Association President, the matter will be subject to the Grievance Procedure.

### **23 TEMPORARY AND PART TIME EMPLOYEES**

- 23.1 The Board may employ temporary and part time employees on the following basis:
- 23.2 Temporary "overload" and temporary "replacement" employees may normally work the standard number of hours per week (i.e. 40 or 48 hours).
- 23.3 Temporary "overload" employees may be utilized when additional staff is required during peak work periods, for a maximum period of up to twelve (12) months in any one position.
- 23.4 Temporary "overload" and temporary "replacement" employees will be paid at the start rate for the position held as set out in Appendix "A".
- 23.5 When it becomes clear that a temporary overload position will become permanent or in any event will exceed a period of twelve (12) months, the position shall be posted in accordance with Article 24, and full time employees will be given the opportunity to apply in accordance with the procedure before the position is offered as a full time position to temporary employees, part time employees or outside applicants. The Service will provide the Association with a listing on a quarterly basis of all temporary overload positions with the date that such overload position commenced.
- 23.6 The time limits specified in 23.3 and 23.5 may be extended by mutual agreement of the parties.
- 23.7 Temporary "replacement" employees may be used to cover full time employee absences due to sick leave, maternity leave, Workplace Safety & Insurance, or other approved leaves of absence, excluding Annual Leave.

- 23.8 Temporary "overload" and temporary "replacement" employees may be terminated at any time without recourse to the layoff or grievance procedure.
- 23.9 Part time employees will normally work twenty-four (24) hours or less per week.
- 23.10 Part time employees shall be paid at the Step 1 start rate as set out in Appendix "A".
- 23.11 Temporary and part time employees shall be entitled to all of the provisions of this agreement with the exception of Articles 8, 9, 14, 19, 21, 22, 28, 40 and to the extent as provided in this Article 23. The statutory holiday provisions of Article 9 apply to temporary and part-time employees subject to the entitlement provisions of the Employment Standards Act.
- 23.12 Temporary and part time employees shall be entitled to employee group benefits as set out in Article 12.1 through 12.6 inclusive, after four hundred and eighty (480) hours of service in any continuous twelve (12) month period. If a temporary employee entitled to group benefits ceases to work and recommences work within six (6) months thereafter, entitlement to benefits automatically recommences.
- 23.13 Temporary and part time employees shall be entitled to the pension provisions of Article 13.2 provided that such employee has worked at least seven hundred (700) hours, excluding overtime hours, during each of the two (2) preceding calendar years, or has earned, including overtime and vacation pay, at least thirty-five percent (35%) of the year's maximum pensionable earnings.
- 23.14 Temporary or part time employees will not be used to replace full time employees except in accordance with the provisions of this Article.
- 23.15 The Board agrees that no full time employee shall be laid off or terminated as a direct result of the employment of temporary or part time employees.

## **24 JOB POSTINGS**

- 24.1 The Niagara Police Board shall have the right to hire civilian employees for a probationary period of not more than six (6) months. The said Board shall have the right to dismiss such probationary employees, without cause, at any time during the probationary period, and such dismissal shall not be the subject of a grievance. Effective for new employees hired after the date of ratification, the probationary period for communicators shall be one year from the date of hire.
- 24.2 For the purpose of the provisions of this Agreement, seniority shall be defined as the accredited continuous service acquired by an employee of the Niagara Police Board. Probationary employees shall not be deemed to have acquired any seniority until the probationary period has been completed, and upon such completion of the probationary period their name shall be entered on the seniority list according to the date of hiring.
- 24.3 Job posting will apply to all permanent openings for civilian personnel. Any addition to the Service or replacement of personnel in such permanent opening will be filled by job posting, and the notice of each such vacancy will be posted in each District headquarters and detachment office for a period of not less than ten (10) calendar days excluding Saturdays, Sundays and Holidays. Job posting shall indicate the job title, job rate, and a brief description of the job duties.

A job posting shall be referenced on Groupwise commencing the same day that the job is posted and remaining for the duration of the posting. The Groupwise posting shall include the job title, job rate, closing date and indicate that the additional details are contained in the job posting.

- 24.4 Applications for all posted openings shall be made in writing to the Chief of Police, or designee, who shall provide the Administrator of the Association with a list of applicants and the names of the employees selected to fill the vacancy.
- 24.5 With the exception of temporary employees and employees referred to in 28.6.2 and 28.9.1, employees shall not be eligible to apply for another posting for a period of twelve (12) months from the date of commencement of their last successful appointment.
- 24.6 The Board will transfer the successful applicant to the new job as soon as possible, after notification of his or her acceptance.
- 24.7 An employee shall not be entitled to decline the appointment to a job after receiving notification of acceptance.
- 24.8 An employee who has been accepted for a job who cannot meet the requirements of said job, may revert to his or her previous job if that job is still open. If, however, that previous job has been filled, such employee will be placed in an open job when a suitable vacancy exists but shall be subject to layoff until such suitable vacancy exists.
- 24.9 Job posting shall not at any time apply in cases of temporary vacancies due to sickness or leave of absence.
- 24.10 Permanent job vacancies may be filled temporarily at the discretion of the Chief by an employee for a period not exceeding fifteen (15) working days after the permanent job vacancy occurs pending selection of an employee for such permanent job vacancy pursuant to these job posting provisions.
- 24.11 When a civilian member applies for a job posting from one job level to another, in no event the successful applicant shall receive a lesser rate of pay than the rate of pay held in the level from which such member was promoted.
- 24.12 For the purposes of administering the job posting provisions of this Agreement, the following factors shall be considered:
- 24.12.1 seniority as defined above;
  - 24.12.2 knowledge, efficiency and ability to perform the work;
  - 24.12.3 physical fitness.
- 24.13 It is understood and agreed that if none of the applicants who apply for a job which has been posted is properly qualified to fill such job, then there shall be no obligation on the part of the Board to appoint any such applicant to such job.
- 24.14 It is understood and agreed that the job posting provisions of this contract shall not apply to the Executive Assistant to the Chief of Police, or Deputy Chiefs of Police or the Chief Administrative Officer.
- 24.15
- 24.15.1 In the event that no applications are received from Full Time staff, or staff engaged in Job Sharing, or if none of the applicants are properly qualified, then the Board may

consider additional applications in the following order: Temporary or Part Time Employees, then non-Service personnel.

24.15.2 Qualified Temporary Employees who are actively working on assignment with the Service at the time a full time position is posted may make application for that position, even if such temporary employee is no longer on assignment at the time interviews for that posting are conducted.

24.16 Where a temporary vacancy occurs in a District or Headquarters due to Maternity Leave or Workers Compensation and such temporary vacancy is expected to extend beyond 3 months duration, the temporary vacancy shall be posted within the Service in accordance with Article 24.3. Such temporary job vacancy shall be posted one time only and the additional temporary vacancy created by this process shall be filled in accordance with Article 23.

At the conclusion of the temporary job vacancy filled pursuant to this subarticle, the employer shall make every reasonable effort to return the member who filled the temporary vacancy to that member's prior position.

24.17 The Board agrees to allow the Association to have a representative present at interviews arising out of job postings, except in circumstances where only external applicants are being interviewed.

## **25 ACTING CLASSIFICATIONS**

25.1 Following completion of any current acting assignment being performed on the date this Agreement is finalized (which will continue to be paid at the job rate), any member of the Service covered by this Agreement who is required to perform the duties of a higher classification shall be paid at the lowest step of such higher classification, (or if that step rate is lower than the member's current salary at the step immediately above the member's current salary) for the total number of days worked in this capacity, subject to 25.2 below.

25.2 A member shall not receive acting pay when performing the duties of a higher classification during periods of casual absence of a supervisor. For the purposes of this article, casual absence means a temporary absence from the workplace as a result of lunch, breaks, meetings or appointments during which the supervisor remains on duty.

25.3 Acting classification shall be distributed to qualified Members on an equitable basis, subject to the exigencies of the Service.

25.4 All time served in an acting capacity will be accumulated and credited for advancement to the next salary step when sufficient credits are so accumulated. When a member is promoted, all time served in an acting capacity in the rank to which he/she is promoted will be credited and will qualify the member to be advanced through the salary step in accordance with the number of credits accumulated.

## **26 GENERAL PROVISION**

26.1 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 thereto so require.

## 27 WORKPLACE SAFETY & INSURANCE

27.1 Each member covered by this Agreement who is absent on account of injuries received while on duty and who is receiving a pension, salary or wage award from the Workplace Safety and Insurance shall be entitled to be paid the difference between the pension wage or salary award from the Workplace Safety and Insurance Board and his or her current net salary as long as such member remains in the employ of the Niagara Police Board.

This shall be applied such that the combination of any WSIB salary or wage award plus the employer top-up shall, in total, equal the net pay of the member's current salary. The non-economic loss portion of any WSIB pension payments shall not be considered as being a salary or wage award, and hence shall not form part of these calculations.

A member who does not comply with the provisions of the *Workplace Safety & Insurance Act* or Regulations thereto and subsequently receives a salary or wage award of 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 Workplace Safety & Insurance Board and his or her current net salary for the said period of six (6) months.

For the purpose of this Clause, net pay shall be the pay for the member as shown in Appendix "A" less those deductions required under Government Statutes, pension plans and as provided for in this Agreement.

27.2 Subject to the terms of this Article, 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 or statutory holidays as a result thereof, and shall accumulate such vacation credits and statutory holidays as he/she might otherwise receive.

27.2.1 Each member shall be entitled to accumulate the float time that he/she might otherwise receive for a period of three (3) months following the injury.

27.2.2 In respect of members who have been off work and receiving WSIB benefits for less than two (2) consecutive calendar years, 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.

27.2.3 In respect of members who have been off work and receiving WSIB benefits for two (2) consecutive calendar years or more as of July 26, 2010, commencing in 2015, the Chief may order such member, if still off work and receiving WSIB benefits, to take his or her annual leave, statutory holidays and float time in the year in which they were accrued. For greater certainty, members are not affected by this provision until January 1, 2015 and shall be entitled to receive their payouts in January of each year up to and including January 1<sup>st</sup>, 2015 in accordance with existing practice.

27.2.4 In respect of members who, after July 26<sup>th</sup>, 2010, go off work and receive WSIB benefits for two (2) consecutive calendar years or more, the Chief the Chief may order such member, if still off work and receiving WSIB benefits, to take his or her annual leave, statutory holidays and float time in the year in which they were accrued.

27.3 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the *Workplace Safety & Insurance 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.

## 28 LAY-OFF AND RECALL

28.1 In the matter of Layoff and Recall, the efficient operation of the Service and the following factors are to be considered:

28.1.1 seniority;

28.1.2 relative abilities and qualifications;

Where factor 28.1.2 is equal between employees, then factor 28.1.1. shall govern.

28.2 In this Article,

28.2.1 "*Affected member*" means a member whose job is eliminated as part of the reduction, or a member who is displaced by a member having more seniority as part of the reduction.

28.2.2 "*Former member*" means a member who has been laid off pursuant to this Article whose recall and seniority rights have not ceased pursuant to Article 28.9.3.

28.2.3 "*Group classification*" means the groups listed in Appendix A to this agreement.

28.2.4 "*Indefinite layoff*" means a layoff having no anticipated recall date.

28.2.5 "*Layoff*" means a termination of the employment of a member as a result of a reduction.

28.2.6 "*Member*" means a full time employee of the Service who is a member of the Association.

28.2.7 "*Prior position*" means the job held by a displaced member immediately before displacement.

28.2.8 "*Recall*" means an opportunity offered to a former member to resume employment with the Service.

28.2.9 "*Reduction*" means a reduction in the size of the full time working force of the Service.

28.2.10 "*Seniority*" means the length of continuous service with the Service, and shall be effective from the date full time employment commences with the Service and shall not accumulate during the period of any layoffs provided that a former member who accepts a recall to a permanent position within twelve (12) months of the date of the layoff shall be credited with seniority for the period of the layoff.

- 28.2.11 *"Specialized position"* means a position within a specialty unit designated by the Chief as a specialty position.
- 28.2.12 *"Specialty unit"* includes the audio/video unit, the computer unit, that portion of the communications unit comprised of radio technicians, and that part of the fleet unit comprised of mechanics and apprentice mechanics.
- 28.2.13 *"Temporary layoff"* means a layoff having an anticipated recall date.
- 28.3 In the event that the Board decides it is necessary to reduce the workforce of the civilian complement of the Service by means of layoffs, the following provisions shall apply:
- 28.3.1 Job competitions in respect of positions at the same or lower level than the highest affected job, shall be suspended pending the outcome of the reduction and the displacement procedures outlined below.
- 28.3.2 The Board and/or the Chief shall endeavour to give as much notice as possible to the Association and the affected members concerning layoffs, and the Chief shall meet with the Association Board of Directors prior to notice of any layoff being given to any full time member to discuss the proposed layoffs and related issues, and in particular the following:
- i. the position to be eliminated as part of the reduction;
  - ii. the member affected by the reduction;
  - iii. the displacement rights of the affected member.
- 28.4 Temporary employees shall be terminated before full time members, subject to affected members being reasonably qualified and willing to assume the vacated temporary positions in the event of layoffs relating to full time positions.
- 28.5 In the event that the Board decides to decrease the workforce within a specialty unit by deleting one or more specialized positions, the following provisions shall apply:
- 28.5.1 If there is one member in a specialized position within the specialty unit, the member shall have the right to displace a member in non-specialized positions in accordance with 28.6 below.
- 28.5.2 If there are two or more members in specialized positions within a specialty unit, the member with the least seniority shall be laid off first, and the member with the second-least seniority shall be laid off next, and the process shall continue until the desired reduction is achieved and any members laid off pursuant to this sub-article shall have the right to displace members in non-specialized positions in accordance with 28.6 below.
- 28.6 In the event that the Board decides to decrease the workforce of the civilian complement of the Service, other than specialized positions within specialty units, the following provisions shall apply:
- 28.6.1 A member employed in a specialized position within a specialty unit shall not be subject to displacement by a member not employed in a specialized position within a specialty unit.
- 28.6.2 Subject to subarticle a. above, provided that the member is Qualified, an affected member whose position is being eliminated in the course of the reduction has a right



to fill a vacant position in an equal or lesser group classification or to displace another member with less seniority who is working in an equal or lesser group classification, but has no right to displace another member working in a higher group classification, regardless of seniority, and the displaced member has the same right to displace another member with less seniority, and the process shall continue until the member with the least seniority is laid off.

- 28.6.3 An affected member who displaces a member in a lesser group classification shall assume the salary and benefit level of such lesser group classification, but shall continue to accrue Service seniority in accordance with the terms of this collective agreement.
- 28.6.4 Unless the Association consents, a senior officer who is affected by the reduction shall not be allowed to displace a member to whom this agreement applies.
- 28.6.5 An affected member who displaces another member shall assume the shift requirements of the displaced member.
- 28.6.6 When the context requires, words importing the singular only shall include the plural and vice versa.
- 28.7 No affected member shall be entitled to displace another member unless, in the opinion of the Chief, the affected member reasonably meets the job qualifications of the job of the member to be displaced, and the parties agree that the decision of the Chief is grievable.
- 28.8 An affected member who is transferred to a different location as a result of the displacement procedure shall not be entitled to claim transfer mileage allowance provided for in this collective agreement.
- 28.9 In the event that former members are to be recalled, or prior positions of affected members become vacant for any reason, the following provisions shall apply:
- 28.9.1 Provided that the member is Qualified, an affected member who has been displaced from his or her prior position as a result of a reduction shall be afforded first opportunity to resume such prior position or a vacant job equal to or lower than their prior position in the event that such position becomes vacant for any reason. If there is more than one affected member, the vacant position shall be filled by the member with the most seniority. A member's rights under this Article 28.9.1 shall cease after the expiration of forty-eight (48) months from the date on which the member was displaced, provided that for any members displaced prior to July 26, 2010, the rights of those members under this Article 28.9.1 shall cease after the expiration of forty-eight (48) months from the last-mentioned date.
- 28.9.2 Former members shall be offered recall on the basis of seniority. Notice of the offer of recall shall be given to a former member by delivering a copy of the notice to the last known address of the former member, and by sending a copy of the notice by facsimile to the Association. The obligation to ensure that the Service has a current address for a former member, rests with the former member.
- 28.9.3 A former member shall have ten (10) days from the date that notice of the proposed recall is given to subarticle 28.9.2. above to accept the recall, failing which the former member shall be deemed to have declined the recall and all seniority and other entitlements of the former member shall cease.

- 28.9.4 A former member who accepts the recall shall be credited with all seniority accrued under Article 28.2.10 and to seniority commencing from the date he or she resumes employment.
- 28.10 An affected member who assumes a temporary position as a result of a reduction retains their permanent status and all their rights and privileges for all purposes for a period of eighteen (18) months. Employees in these circumstances as of January 1, 2006, shall have their period of eighteen (18) months commence as of the date of ratification.
- 28.11 In the event that a new position or vacancy is created within the Service that will result in an additional member being hired, a member who has been laid off and who has not received a recall notice shall have the right to apply for the new position, or any position made vacant in the job competition process, as if he or she were still employed by the Service as a full time employee.
- 28.12 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 DISTRICT and UNIT, and sent to the Association prior to July 1st in each year.
- 28.13 Seniority rights shall cease in the following circumstances:
- 28.13.1 if a member resigns;
- 28.13.2 if a member is discharged and not reinstated;
- 28.13.3 if a member retires;
- 28.13.4 if a member is laid off for a period in excess of twelve (12) months;
- 28.13.5 if a member who has been laid off does not report for work within ten (10) days of recall, as provided in this Article.
- 28.14 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 layoff and recall of members shall be in accordance with the terms of this Article.
- 28.15 The right of laid off members to benefits under this Agreement shall continue for a period of three (3) months and the members affected shall have the right to continue same by making direct payments for a period of nine months.
- 28.16 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.
- 29 EMPLOYMENT INSURANCE REBATE**
- 29.1 The members of the Association agree to waive their right to their Employment Insurance Rebate in lieu of a Vision Care plan as provided in Article 12.7.
- 30 TRANSFER MILEAGE ALLOWANCE**
- 30.1 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 District, 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 at the rate payable by the Region from time to time for the total additional distance they are required to drive to work.

### **31 UNIFORM AND FOOTWEAR ALLOWANCE**

31.1 In respect to those employees classified as motor mechanic and mechanic's helpers the Board agrees to provide safety shoes or boots which will be replaced from time to time as required and shall be considered a condition of employment once issued. In respect to employees who are required to wear a uniform as part of their duties, the Board agrees that they shall be issued with uniforms and footwear as required and such issue shall include the following:

- |  |                                       |
|--|---------------------------------------|
| 1 Hat – Forage                             | 1 Hat – Winter                        |
| 1 Jacket – Bomber                          | 1 Raincoat                            |
| 1 Body Armour Panels                       | 1 Internal Carrier                    |
| 1 External Carrier                         | 4 Shirt – Long Blue                   |
| 4 Shirt – Short Blue                       | 4 Pants – Cargo – Court               |
| 1 Belt – Duty Inner                        | 1 Belt – Duty Outer                   |
| 1 Gloves – Winter                          | 1 Pair Boots                          |
| 1 Pair Shoes                               | 1 ASP                                 |
| 1 ASP Holder                               | 1 Ticket Binder                       |
| 1 Badge Case                               | 2 Badge – Hat                         |
| 1 Badge – Pocket Special Constable         | 3 Epaulettes Slip Ons and 1 Metal #’s |
| 1 Flashlight & Cone                        | 1 Handcuff Pouch                      |
| 1 Handcuffs                                | 1 Large Handcuff Key                  |
| 1 Magazine Pouch for Cell Key              | 1 ASP End Cap                         |
| 1 Pepper Spray Foam                        | 1 Pepper Spray Pouch                  |
| 4 Keepers Nylon                            | 1 Bio-Kit                             |
| 1 Duty Book Cover                          | 1 Rain Cover – Hat                    |
| 1 Nylon Radio Pouch                        | 1 Gym Kit                             |
| 1 Gloves – White Dress (Special Constable) | 1 Shirt – White Long                  |
| 1 Dress Pant                               | 1 Shirt – White Short                 |
|  | 1 Tunic                               |

31.2 The personal issue equipment referred to in Article 31.1 shall be amended from time to time in accordance with any changes to regulations or recommendations from the Joint Occupational Health and Safety Committee or the Joint Equipment Committee which are approved by the Chief.

### **32 CLEANING OF UNIFORMS**

32.1 The Board shall provide contract cleaning voucher to members in each year on the following basis:

- In January of each year, \$75.00 in vouchers;
- In July of each year, \$125.00 in vouchers.

32.2 The Board shall prepare and deliver to the Association a region-wide price list for cleaning of uniforms and civilian clothing.

### **33 BUSINESS CARDS**

- 33.1 The Board shall provide business cards to each civilian member of the Service who regularly deals with members of the public.

### **34 LEGAL INDEMNIFICATION**

- 34.1 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 Civilian member shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges, provided that such necessary and reasonable legal costs shall not exceed \$260.00 per hour in respect of a lawyer performing the work, or \$90.00 per hour in the event that a para-legal is performing the work.
- 34.2 Notwithstanding clause 34.1, the Board may refuse payment otherwise authorized under clause 34.1 where the actions of the Civilian member from which the charges arose mounted to a dereliction of duty or abuse of his/her powers as a Civilian member of the Service.
- 34.3 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 member of the Service, 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:
- 34.3.1 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 tort-feasors at the Board's sole expense;
- 34.3.2 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.
- 34.3.3 A member who is a suspect in a criminal investigation shall be granted legal indemnification on the terms set out in this article beginning at the point in the criminal investigation where a caution is to be given to the member.
- 34.4 A member of the Service 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 Civilian member of the Service, 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 on the following conditions:
- 34.4.1 Where one or more than one member of the Service is subpoenaed to appear, other than the Chief of Police, in such a case there shall be only one counsel representing the members of the Service, excluding the Chief of Police, and;

- 34.4.2 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 indemnifications provisions of this Article, and;
- 34.4.3 If the Board has retained counsel in such proceedings, the Board's solicitor will provide advice to, and represent, any member or members who are requested to appear, or who are subpoenaed, or whose conduct is called into question for the reasons set out in 34.4 unless the Board's solicitor determines that a conflict of interest exists. If such conflict exists, then the provisions of 34.5.1 and 34.5.2 apply. The Board shall decide, based on the advice of its solicitor, if additional counsel shall be retained with respect to the indemnification provisions of this article.
- 34.4.4 A member or members of the Service shall not be indemnified unless they are found not guilty of misconduct in the proceeding for which legal indemnification is sought.
- 34.4.5 A member or members of the Service shall not be indemnified for such legal costs if such indemnification, in the opinion of the Board, would reduce respect for law enforcement in the Regional Municipality of Niagara.
- 34.5 In the event that a member intends to apply to the Board for indemnification pursuant to the provisions of this Article, the following shall apply:
- 34.5.1 The member shall, within thirty (30) days of being charged or of receiving notice of other legal proceedings provided for in this article, apply in writing to the Chief of Police or his designee for approval to retain counsel or a paralegal and for the approval of the counsel or paralegal to be so retained.
- 34.5.2 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.
- 34.5.3 The application of the member for indemnification shall include:
- i. a fee schedule provided by the lawyer or paralegal setting out his or her hourly rate, and confirming that the fees will be charged at the lesser of the lawyer or paralegal's normal hourly rate, or \$260.00 for a lawyer or \$90.00 for a paralegal;
  - ii. an estimate, where practicable, of the total charges that will be incurred in the matter, and
  - iii. the lawyer or paralegal's undertaking to submit monthly statements to the Board showing the time spent and the charges incurred on the file during the month.
- If the application is approved, the Board reserves the right to refuse payment of the lawyer or paralegal's account if the counsel or paralegal fails to submit monthly statements in accordance with subparagraph (iii) above, provided that it has given 30 days written notice of its intention to do so to the lawyer or paralegal, with a copy to the Association, and the lawyer or paralegal has not remedied the situation prior to the expiry of the 30 days.
- 34.5.4 The Board has the right to negotiate fees with the lawyer or paralegal to be retained, and the affected member has the right to be present during the fee negotiations.

- 34.5.5 There shall be a cap on the legal fees of \$260.00 per hour. In addition, a lawyer may charge for travel time at the rate of \$130.00 per hour to a maximum of four (4) hours per day.
- 34.6 For greater certainty, members shall not be indemnified for legal costs arising from:  
34.6.1 Grievances or complaints under the Collective Agreement between the Board and the Association or under *The Police Services Act*;
- 34.6.2 The actions or omissions of members acting in their capacity as private citizens;
- 34.7 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.
- 34.8 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. If the General Counsel for the Association attends at a S.I.U. call outside normal business hours in circumstances where outside counsel is unavailable or there is a conflict that requires more than one counsel, the Association will be reimbursed at the rate of \$150.00 per hour.
- 34.9 In the case of aggravated assault, assault causing bodily harm or the included offence of ordinary assault, the indemnification referred to in clause 34.1 shall be limited to only those fees that would have reasonably been incurred if the matter was tried in Provincial Court unless the member first obtains permission to elect to be tried by any other court. To obtain the said approval of the Board, the member 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.
- 34.10 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.
- 34.11 A member who is required as a witness by the Special Investigations Unit (S.I.U.) in the course of an investigation into the conduct of any member of this Police Service may make application for legal indemnification in respect of legal fees to be incurred by the member as a witness, and the payment of the legal indemnification shall be subject to the discretion of the Chief.
- 34.12 A member or members of the Service will be indemnified for the necessary and reasonable associated costs, including but not limited to, hotel, meals and airfare, which result from any criminal, statutory or civil matters arising out of the member's deployment outside of the Region and/or to another Police Service or agency if the member is entitled to legal indemnification under this Agreement in relation to the same matters.

## **35 MECHANIC'S TOOL ALLOWANCE**

- 35.1 In order to offset the cost of tool replacement, Class "A" automotive mechanics and apprentice mechanics shall be provided with an annual allowance of eight hundred dollars (\$800.00). Such allowance shall be paid on or about December 1st of each year, based upon sixty-six dollars and sixty-six cents (\$66.66) per month.

**36 CIVILIAN TRAINER ALLOWANCE**

36.1 A Civilian member who is assigned by an Executive Staff Officer or District Commander, to train another Civilian member of the Service in the same classification that is held by the "trainer", shall receive an allowance one dollar and twenty-five cents (\$1.25) per hour while still assigned. Effective February 16, 2010, such allowance shall be amended to five percent (5%) of the base hourly salary of the member.

**37 STAND-BY PAY**

37.1 Each member covered by this Agreement who is required 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.

**38 LEAVE OF ABSENCE**

38.1 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. Any member on leave pursuant to this Article shall be required to take all leaves in accordance with the Collective Agreement, and if such leaves are not taken by December 31<sup>st</sup> of a given year, the cost of paying the member before such annual leave shall be borne by the Association.

38.2 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.

**39 DISCIPLINE RECORD**

39.1 A member shall have the opportunity to view his/her personnel file upon request to the member's immediate supervisor who shall make arrangements on behalf of the member with the supervisor of Human Resources.

39.2 A member shall be given the opportunity to reply in writing to their immediate supervisor at the time any adverse report is placed in a member's personnel file. The member's written response shall also be placed in the member's personnel file.

39.3 A member's record of discipline shall not be used against him/her at any time after twenty-four (24) months following the discipline provided that there is no record of discipline for any reason, related or unrelated, during such period of time.

**40 SERVICE PINS**

40.1 Each member to whom this Agreement applies shall be given a Service pin by the Board for each period of five (5) years of continuous service.

40.2 In addition to any other entitlement pursuant to this agreement, the Board shall pay to each Member covered by this agreement a performance allowance which shall be calculated as set out below and which shall be subject to the following terms and conditions:

- (a) The performance allowance shall be paid to qualified Members in the first pay period of December in each year, and shall be subject to statutory source deductions.
- (b) For the purposes of this Article, the calculation of years of continuous service shall include each full year of service completed prior to December 1<sup>st</sup> in any given year.
- (c) In order to be entitled to the performance allowance, a Member must be free of discipline for which the confirmed penalty was a two day suspension without pay or more imposed within the previous twelve months.
- (d) Effective January 1, 2008:

5 years of service	\$110.00
10 years of service	\$220.00
15 years of service	\$330.00
20 years of service	\$440.00
25 years of service	\$550.00
30 years of service	\$660.00
35 years of service	\$770.00

- (e) Effective January 1, 2011:

5 years of service	\$180.00
10 years of service	\$360.00
15 years of service	\$540.00
20 years of service	\$720.00
25 years of service	\$900.00
30 years of service	\$1,080.00
35 years of service	\$1,160.00

**41 TRAINING OPPORTUNITIES**

41.1 All training opportunities shall be posted by the Training Unit in accordance with the priorities and exigencies of the Police Service.

**42 JOB SHARE AGREEMENT**

42.1 The parties agree that the provisions of the Job Share Agreement attached to this Collective Agreement as Appendix G shall form a part of the Collective Agreement.



**43 POSTING OF COLLECTIVE AGREEMENT**

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

**44 ASSOCIATION REPRESENTATION**

44.1 In any matter which might reasonably lead to discipline, the Employer shall advise the affected member that he or she is entitled to have an Association representative present, and such representative present, and such representative shall be made available to any member requesting same.

**45 PRINTING OF AGREEMENTS**

45.1 The Board shall supply sufficient copies of the Collective Agreement for signing purposes so as to provide each of the Association and the Board with an original signed copy.

45.2 The Board shall make available the Collective Agreement for computer access by Members with downloading capabilities.

**46 BULLETIN BOARD**

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

**47 EDUCATIONAL REQUIREMENTS**

47.1 Civilian Members employed on a permanent full-time basis as of November 18, 1993 shall be exempted from the requirement to meet Grade 12 equivalency (only in future job postings).

**48 CADETS**

**48.1 BACKGROUND**

48.1.1 The parties agree that the term "Cadet" whenever herein used shall mean a Civilian member of the Service who is hired on a contract basis to perform the duties outlined in the Cadet job description and in this article.

48.1.2 The parties agree that the main purposes of the Cadet program are to assist in the operational and administrative functioning of the Service, enhance Service efficiencies and provide the Service with an opportunity to assess the suitability of individuals selected to ultimately assume the role of Police Constable with the Niagara Regional Police Service.

48.1.3 The parties agree that it is not the intention of either party that Cadets replace the authorized permanent civilian complement of the Service on a permanent basis.

48.1.4 For the purposes of this article and the Collective Agreements, "Cadet" means a Civilian Member of the Service who is hired as a civilian for the purpose of receiving

the requisite training to become a police officer, and who, until that time, may be assigned to civilian duties.

48.2 EMPLOYMENT STATUS

48.2.1 The Board shall employ Cadets on a contract basis subject to the terms and conditions contained within this memorandum for an initial period of twelve (12) months. Such contract will be renewed for an additional period of twelve (12) months if (a) the Cadet member has successfully performed during the initial twelve month period or (b) the Board determines to extend the contract in its discretion, where the Cadet member has not successfully performed during the initial twelve month period. In both cases, the Board shall provide the Cadet with 1 month written notice of any renewal.

48.2.2 The extension of a Cadet Member's contract for a period in excess of the twenty-four (24) month period described above shall be at the sole discretion of the Board.

48.2.3 The Board will have the right to hire civilian Cadet members for a probationary period of twelve (12) months.

48.3 APPLICATION OF COLLECTIVE AGREEMENTS

48.3.1 The provisions of the Civilian Collective Agreement, as amended from time to time through the bargaining and/or arbitration process, shall apply to Cadets, except for the following articles:

- Article 2.1 and 2.2 (Salaries)
- Article 22 (Job Classifications)
- Second sentence of Article 24.2, 24.5 and second sentence of 24.8 (Job Postings)
- Article 25 (Acting Classifications)
- Article 28 (Layoff and Recall)

48.3.2 Except for the second sentence of Article 24.2, Article 24.5 and the second sentence of Article 24.8, the provisions of Article 24 (Job Postings) apply to Cadets who are performing satisfactorily within the Cadet program wishing to post into other civilian positions during their contract period, but do not apply to civilian members wishing to apply for Cadet positions. Those civilian members shall apply for Cadet positions independently of the posting provisions of Article 24.

48.3.3 The provisions of Article 2.1 (Salaries) and Article 24 (Ontario Police College Recruit Fees) and Appendix A of the Uniform Agreement, as amended from time to time through the bargaining and/or arbitration process, shall apply to Cadets in respect of salary.

48.4 TRANSITION TO CONSTABLE POSITION

48.4.1 A Cadet member who has successfully performed (as described below) during his/her contract period(s) shall have first preference for hiring as a Cadet Officer in Training, and subsequently as Fourth Class Police Constable, subject to the approval of the Board and the Chief of Police.

48.4.2 Only those Cadet members who have achieved satisfactory performance and who have maintained all applicable standards for the recruitment and selection and hiring of Police Constables as of the date of hiring (including but not limited to the Ontario Association of Chief's of Police standards for Constable Selection), shall be considered for hiring as outlined above.

48.4.3 Cadet members who have been offered and accepted a regular position as a Cadet Officer in Training, shall continue on as Cadet members, under the terms and

conditions outlined in this memorandum, until such time that they successfully complete training at the Ontario Police College, and are accepted by the Police Services Board as a Police Constable.

48.4.4 During above noted time, Cadet members are responsible for maintaining their eligibility to assume the position of Fourth Class Police Constable, including but not limited to Ontario Association of Chief's of Police standards for Constable Selection and satisfactory performance as a Cadet.

48.4.5 Cadet members who have received an offer as outlined above, and who fail to attend the session at the Ontario Police College to which they have been scheduled, or who fail to successfully complete the Ontario Police College training course, may be terminated from the Service by the Board.

48.4.6 Subject to performance and the other terms and conditions of this Letter of Understanding, it is agreed that the Board shall exhaust its Cadet pool prior to hiring currently serving members from other police services. Notwithstanding this provision, the parties agree that, if a need to hire police constables arises when there are Cadets in the pool, but not yet qualified, the Board and the Association shall discuss the issue in good faith and attempt to work out a resolution which allows the Board to hire currently serving members to meet its needs, and which protects the interests of the Association and its Cadet members.

48.4.7 At the time that Cadets are to be appointed as Fourth Class Constables, the following seniority rules shall apply:

- (i) in respect of Cadets hired in different hiring processes, and who have performed successfully during their contract period as Cadets, seniority shall be the determining factor;
- (ii) in respect of Cadets hired in the same hiring process, and who have performed successfully during their contract period as Cadets, the appointment to Fourth Class Constable shall be based on performance, in the sole discretion of the Chief and the Board.

48.4.8 This article shall cease to apply to any Cadet once the Cadet is appointed as a Fourth Class Constable.

#### 48.5 SENIORITY OF CIVILIAN MEMBERS

48.5.1 Civilian members of the Police Service, who enter the Cadet program and are ultimately hired as Police Constables shall have their continuous service as a regular Civilian member and a Cadet member included for purposes of determining seniority date as a Sworn member of the Service.

#### 48.6 TERMINATION OF CADETS

48.6.1 The employment of a Cadet may be terminated by the Board in accordance with the provisions of this Article 48.6.

48.6.2 The employment of a Cadet may be terminated:

- (i) if the Cadet fails to attend, fails to complete and/or fails to complete successfully the required Ontario Police College training course;
- (ii) if the Cadet fails to perform satisfactorily the job duties of Cadet during the contract period;
- (iii) if the Cadet fails to maintain his/her eligibility to assume the position of Fourth Class Constable, including but not limited to the Ontario Association of Chiefs of Police standards for constable selection;

- (iv) if the Cadet, during the contract period, has been found to have been involved in off duty conduct which, if the Cadet was a probationary constable, would result in the Board dismissing the probationary constable. In this event, the Board shall advise the Cadet and the Association of the allegations, and provide the Cadet and/or the Association with an opportunity to respond either personally or in writing, at the sole discretion of the Board, prior to making any final decision regarding termination.

48.6.3 The Board may decline to renew the contract of a Cadet if there is no reasonable prospect of hiring the Cadet as a police constable within the period of the contract renewal based on the needs of the Service.

**49 DURATION OF AGREEMENT**

49.1 The terms and conditions of this Agreement shall be retroactive to January 1, 2009, save and except as set out herein, and shall remain in full force and effect until December 31, 2011 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 this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

\_\_\_\_\_  
P. DiSimoni, President

\_\_\_\_\_  
T. Shoalts, Vice Chair

\_\_\_\_\_  
C. Priest, Vice-President

\_\_\_\_\_  
V. Badawey, Member

\_\_\_\_\_  
S. Krausher, Director

\_\_\_\_\_  
G. Burroughs, Member

\_\_\_\_\_  
V. Wong, Director

\_\_\_\_\_  
H. D'Angela, Member

\_\_\_\_\_  
R. Gordon, Director

\_\_\_\_\_  
B. Marshall, Member

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A. Gordon, Director

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V. Stewart, Member

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C. Portolesi, Director

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director

**APPENDIX "A" - CIVILIAN SALARY SCHEDULE**

Grade	Step	2009	2009	2010	2010	2011	2011
		01/01-06/30 2.00%	07/01 - 12/31 1.20%	01/01-06/30 2.00%	07/01 - 12/31 1.125%	01/01-06/30 2.00%	07/01 - 12/31 1.25%
<b>GROUP A</b>							
A1	1	\$34,788.86	\$35,206.33	\$35,910.46	\$36,314.45	\$37,040.74	\$37,503.75
	2	\$36,955.86	\$37,399.34	\$38,147.33	\$38,576.49	\$39,348.02	\$39,839.87
	3	\$39,122.85	\$39,592.33	\$40,384.18	\$40,838.50	\$41,655.27	\$42,175.96
	4	\$41,291.75	\$41,787.25	\$42,623.00	\$43,102.51	\$43,964.56	\$44,514.12
<b>GROUP B</b>							
B1	1	\$37,755.51	\$38,208.58	\$38,972.75	\$39,411.19	\$40,199.41	\$40,701.90
	2	\$39,199.57	\$39,669.96	\$40,463.36	\$40,918.57	\$41,736.94	\$42,258.65
	3	\$40,643.58	\$41,131.30	\$41,953.93	\$42,425.91	\$43,274.43	\$43,815.36
	4	\$42,085.67	\$42,590.70	\$43,442.51	\$43,931.24	\$44,809.86	\$45,369.98
<b>GROUP C</b>							
C11	1	\$39,819.26	\$40,297.09	\$41,103.03	\$41,565.44	\$42,396.75	\$42,926.71
	2	\$41,261.36	\$41,756.50	\$42,591.63	\$43,070.79	\$43,932.21	\$44,481.36
	3	\$42,705.32	\$43,217.78	\$44,082.14	\$44,578.06	\$45,469.62	\$46,037.99
	4	\$44,149.30	\$44,679.09	\$45,572.67	\$46,085.36	\$47,007.07	\$47,594.66
C15	1	\$41,134.80	\$41,628.42	\$42,460.99	\$42,938.68	\$43,797.45	\$44,344.92
	2	\$42,576.90	\$43,087.82	\$43,949.58	\$44,444.01	\$45,332.89	\$45,899.55
	3	\$44,020.86	\$44,549.11	\$45,440.09	\$45,951.29	\$46,870.32	\$47,456.20
	4	\$45,464.85	\$46,010.43	\$46,930.64	\$47,458.61	\$48,407.78	\$49,012.88
<b>GROUP D</b>							
D1	1	\$42,503.73	\$43,013.77	\$43,874.05	\$44,367.63	\$45,254.98	\$45,820.67
	2	\$43,945.83	\$44,473.18	\$45,362.64	\$45,872.97	\$46,790.43	\$47,375.31
	3	\$45,389.89	\$45,934.57	\$46,853.26	\$47,380.36	\$48,327.97	\$48,932.07
	4	\$46,833.87	\$47,395.88	\$48,343.80	\$48,887.67	\$49,865.42	\$50,488.74
D2	1	\$43,291.25	\$43,810.75	\$44,686.97	\$45,189.70	\$46,093.49	\$46,669.66
	2	\$44,691.50	\$45,227.80	\$46,132.36	\$46,651.35	\$47,584.38	\$48,179.18
	3	\$46,091.76	\$46,644.87	\$47,577.77	\$48,113.02	\$49,075.28	\$49,688.72
	4	\$47,494.14	\$48,064.07	\$49,025.35	\$49,576.89	\$50,568.43	\$51,200.54
<b>GROUP E</b>							
E1	1	\$47,997.94	\$48,573.92	\$49,545.40	\$50,102.79	\$51,104.85	\$51,743.66
	2	\$49,441.96	\$50,035.26	\$51,035.97	\$51,610.12	\$52,642.32	\$53,300.35
	3	\$50,884.04	\$51,494.65	\$52,524.54	\$53,115.44	\$54,177.75	\$54,854.97
	4	\$52,328.07	\$52,956.01	\$54,015.13	\$54,622.80	\$55,715.26	\$56,411.70
<b>GROUP F</b>							
F1	1	\$55,304.32	\$55,967.97	\$57,087.33	\$57,729.56	\$58,884.15	\$59,620.20
	2	\$56,748.34	\$57,429.32	\$58,577.91	\$59,236.91	\$60,421.65	\$61,176.92
	3	\$58,190.46	\$58,888.74	\$60,066.51	\$60,742.26	\$61,957.11	\$62,731.57
	4	\$59,634.48	\$60,350.09	\$61,557.09	\$62,249.61	\$63,494.60	\$64,288.28
F3	1	\$68,218.06	\$69,036.68	\$70,417.41	\$71,209.61	\$72,633.80	\$73,541.72
	2	\$69,662.09	\$70,498.04	\$71,908.00	\$72,716.97	\$74,171.31	\$75,098.45
	3	\$71,106.22	\$71,959.49	\$73,398.68	\$74,224.42	\$75,708.91	\$76,655.27
	4	\$72,548.20	\$73,418.78	\$74,887.16	\$75,729.64	\$77,244.23	\$78,209.78

**APPENDIX "A" - CIVILIAN SALARY SCHEDULE**

<b>Grade</b>	<b>Step</b>	<b>2009 01/01-06/30 2.00%</b>	<b>2009 07/01 - 12/31 1.20%</b>	<b>2010 01/01-06/30 2.00%</b>	<b>2010 07/01 - 12/31 1.125%</b>	<b>2011 01/01-06/30 2.00%</b>	<b>2011 07/01 - 12/31 1.25%</b>
<b>GROUP F (continued)</b>							
F4	1	\$64,417.88	\$65,190.89	\$66,494.71	\$67,242.78	\$68,587.64	\$69,444.99
	2	\$65,862.17	\$66,652.51	\$67,985.56	\$68,750.40	\$70,125.41	\$71,001.98
	3	\$67,306.45	\$68,114.13	\$69,476.41	\$70,258.02	\$71,663.18	\$72,558.97
	4	\$68,750.42	\$69,575.43	\$70,966.94	\$71,765.32	\$73,200.63	\$74,115.64
F5	1	\$58,683.65	\$59,387.85	\$60,575.61	\$61,257.09	\$62,482.23	\$63,263.26
	2	\$60,215.92	\$60,938.52	\$62,157.29	\$62,856.56	\$64,113.69	\$64,915.11
	3	\$61,746.17	\$62,487.12	\$63,736.86	\$64,453.90	\$65,742.98	\$66,564.77
	4	\$63,278.41	\$64,037.75	\$65,318.51	\$66,053.34	\$67,374.41	\$68,216.59
<b>GROUP G</b>							
G1	1	\$68,521.07	\$69,343.32	\$70,730.19	\$71,525.90	\$72,956.42	\$73,868.38
	2	\$69,965.07	\$70,804.66	\$72,220.75	\$73,033.23	\$74,493.89	\$75,425.06
	3	\$71,409.11	\$72,266.02	\$73,711.34	\$74,540.59	\$76,031.40	\$76,981.79
	4	\$72,853.13	\$73,727.37	\$75,201.92	\$76,047.94	\$77,568.90	\$78,538.51
G2	1	\$69,334.16	\$70,166.17	\$71,569.49	\$72,374.65	\$73,822.14	\$74,744.92
	2	\$70,778.19	\$71,627.53	\$73,060.08	\$73,882.01	\$75,359.65	\$76,301.65
	3	\$72,222.20	\$73,088.87	\$74,550.65	\$75,389.34	\$76,897.13	\$77,858.34
	4	\$73,664.32	\$74,548.29	\$76,039.26	\$76,894.70	\$78,432.59	\$79,413.00
G3	1	\$70,438.74	\$71,284.00	\$72,709.68	\$73,527.66	\$74,998.21	\$75,935.69
	2	\$71,717.84	\$72,578.46	\$74,030.03	\$74,862.87	\$76,360.13	\$77,314.63
	3	\$72,996.94	\$73,872.91	\$75,350.37	\$76,198.06	\$77,722.02	\$78,693.55
	4	\$74,274.13	\$75,165.42	\$76,668.73	\$77,531.25	\$79,081.88	\$80,070.40
<b>GROUP H01</b>							
H01	1	\$83,523.16	\$84,525.44	\$86,215.95	\$87,185.88	\$88,929.60	\$90,041.22
	2	\$84,967.16	\$85,986.77	\$87,706.51	\$88,693.21	\$90,467.07	\$91,597.91
	3	\$86,409.29	\$87,446.20	\$89,195.12	\$90,198.57	\$92,002.54	\$93,152.57
	4	\$87,853.29	\$88,907.53	\$90,685.68	\$91,705.89	\$93,540.01	\$94,709.26

**APPENDIX "B" - CIVILIAN POSITION CLASSIFICATIONS**

GRADE	POSITION DESCRIPTION
<b>GROUP A</b>	
A1	No positions assigned to Group A
<b>GROUP B</b>	
B1	No positions assigned to Group B
<b>GROUP C</b>	
C11	Switchboard Operator
C15	MVC Clerk
C15	Transcription Clerk
<b>GROUP D</b>	
D1	Casino Patrol Clerk
D1	Community Services Unit Clerk
D1	Courier
D1	File Search Clerk
D1	Freedom of Information Clerk
D1	Human Resources Assistant (Disability Management)
D1	Insurance Clerk
D1	Intelligence Clerk
D1	Major Crime Clerk
D1	POA Clerk
D1	Policing Standards Clerk
D1	Policy Risk Management Clerk
D1	Probation/Prohibitions Clerk
D1	Purchasing Stores Clerk
D1	Quartermaster's Assistant
D1	Records Receptionist
D1	Search Clerk Verifier
D1	Supply Clerk
D2	Central Fraud Clerk
D2	Charged Persons Clerk
D2	Detective Lead Services Clerk
D2	Detective Office Clerk
D2	Fleet Maintenance Unit Assistant
D2	Forensic Services Unit Clerk
D2	Licensing Clerk
D2	Traffic Clerk
<b>GROUP E</b>	
E1	Accounting Clerk
E1	Child Abuse/Sexual Assault Clerk
E1	CPIC Audit Clerk
E1	CPIC Clerk
E1	Divisional Clerk (Districts 5, 6, 8)
E1	Divisional Desk Clerk (District 1, 2, 3)
E1	Drug Control Officer
E1	Equipment Support Technician
E1	False Alarm Co-ordinator
E1	Finance Unit Clerk
E1	Fleet Services Advisor
E1	Human Resources Assistant (Career Development)
E1	Property Clerk
E1	Records Floater Clerk
E1	Secretary to District Commander
E1	Technology Customer Care Analyst
E1	Technology Support Assistant

GRADE	POSITION DESCRIPTION
<b>GROUP E (continued)</b>	
E1	Training Clerk
E1	Uniform Crime Reports Clerk
E1	Violent Crime Analyst
<b>GROUP F</b>	
F1	Application Developer
F1	Benefits Administrator
F1	Cell Security Officer
F1	Application Developer
F1	Benefits Administrator
F1	Charge Co-ordinator
F1	Court Services Officer
F1	Disability Management Administrator
F1	District Crime Analyst
F1	EIS Analyst
F1	eJust/Courts SME
F1	Financial Analyst
F1	Freedom of Information Analyst
F1	Forensic Video Analyst
F1	Human Resources Administrator
F1	Intelligence Analyst
F1	Investigative Analyst
F1	Mechanic
F1	Programmer Operator
F1	Provincial Firearms Officer
F1	SME – CAD & RMS
F3	Analyst Programmer
F4	Lead Mechanic
F5	Communicator
F80	By-law Officer
<b>GROUP G</b>	
G1	Forensic Services Technician
G1	Internet Specialist Programmer
G1	Network & Infrastructure Administrator
G1	Network Operations Supervisor
G1	Records Management Co-ordinator
G1	Records System Trainer
G1	Repair Technician (Radio Services)
G1	Video Producer
G3	Court Escort Supervisor
G3	CPIC Supervisor
G3	IT Operations Systems and Applications Coordinator
<b>GROUP H</b>	
H1	Communications Supervisor
H1	Finance Co-ordinator
H1	Fleet Supervisor
H1	Human Resources Co-ordinator
H1	IT Business Systems & Applications Co-ordinator
H1	IT Client Services & Service Management Co-ordinator
H1	IT Telecommunications Co-ordinator
H1	Video Unit Manager



## **APPENDIX "D"**

### **SALARY ADMINISTRATION**

1. A member of the Bargaining Unit who joins the Service after execution of this Agreement shall be hired at the "start" rate shown for their classification. In certain instances where skills, abilities and qualifications warrant a starting salary above the "start" rate, the Chief of Police or designee with the approval of the Board may approve a starting salary of one of the intermediate points in the range.
2. Progress from "start to Job Rate" is not automatic. A member shall progress to the next salary level in accordance with the Appendix "A", providing the member's performance and efficiency have proved satisfactory to the Chief of Police or designee. In the event the member is not recommended, he/she will be notified thirty (30) days prior to the date that he or she became eligible to progress to the next level of the reason thereof, and will not be held back for a period exceeding three (3) months after his/her eligibility. Intervals between steps are twelve (12) months.
3. An employee who is the successful applicant for a posted vacancy in a higher classification will be placed at the first step in the new range (Appendix A) which provides an increase in salary.
4. A member of the Bargaining Unit who was a member of the Service prior to December 4, 1986, who is required to perform the duties of a higher classification for a period of more than fifteen (15) working days shall thereafter receive the pay of such higher classification for the total number of days worked in this capacity in accordance with the Job Rate of this Appendix A. Pay for such acting classification shall commence on the sixteenth (16th) day of the higher rate.
5. A member of the Bargaining Unit who joined the Service after December 4, 1986, who is required to perform the duties of a higher classification for a period of more than fifteen (15) working days shall thereafter receive the pay of such higher classification at the same step in the new range at the higher classification rate in accordance with Appendix A. Pay for such acting classification shall commence on the sixteenth (16th) day at the higher rate.

**APPENDIX "F"**

**12 HOUR CIVILIAN EMPLOYEES COMPRESSED WORK WEEK SYSTEM**

**4 HOURS OF DUTY**

Shall provide the same as the present Uniform Branch Article 5.

**5 SHIFT PREMIUMS**

5.1 Civilian members required to work the shift system as provided for in Article 4 shall receive forty and one-half (40.5) cents per hour additional compensation for all hours worked on the night shift only.

**6 OVERTIME**

Shall provide the same as the present Uniform Branch Article 6.

**8 SICK LEAVE**

Shall provide the same as the present Uniform Branch Article 11.

**9 ANNUAL VACATIONS**

Shall provide the same as the present Uniform Branch Article 12.

**10 STATUTORY HOLIDAYS**

Shall provide the same as the present Uniform Branch Article 12.

**15 MEAL ALLOWANCE**

Shall provide the same as the present Uniform Branch Article 23.

**25 ACTING CLASSIFICATIONS**

Shall provide the same as the present Uniform Branch Article 7.

**APPENDIX "G"**

**JOB SHARE AGREEMENT**

THIS AGREEMENT made the 1<sup>st</sup> day of January, 2000.

B E T W E E N :

**THE NIAGARA REGION POLICE ASSOCIATION**

(Hereinafter called "the Association")

- and -

**THE NIAGARA REGIONAL POLICE SERVICE**

(Hereinafter called "the Service")

- and -

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**POLICE SERVICES BOARD**

(Hereinafter called "the Board")

**1. BACKGROUND**

- a. The parties have agreed that members shall be permitted to participate in the job sharing programme on the terms and conditions outlined in this agreement.
- b. The purpose of the programme is to accommodate members who wish to share a job.
- c. It is the intention of all parties to this agreement that there be no additional cost to the Service or the Board as a result of any job sharing arrangement.

**2. DEFINITIONS**

In this agreement:

- a. "Act" means the Police Services Act, R.S.O. 1990, c.P.15 and amendments thereto;
- b. "Association" means the Niagara Region Police Association;
- c. "Benefits" means all benefits and entitlements to which a member is or may become entitled pursuant to the provisions of the collective agreement governing the members' employment in effect from time to time;
- d. "Job sharing arrangement" means an arrangement between two members pursuant to the job sharing programme set out in this agreement;
- e. "Job sharing programme" means a programme providing for a voluntary arrangement between two members, with the approval of the Service and the consent of the Association, to share one job on the terms and conditions set out in this agreement;
- f. "Member" means a member of the Association;
- g. "Participant" means a member who shares a job pursuant to the job sharing programme;
- h. "Service" means the Niagara Regional Police Service;
- i. "Shared job" means the job performed by the participants during the job sharing arrangements;
- j. "Term of this agreement" means the term of the current collective agreement between the Board and the Association;
- k. "Vacated position" means the job left vacated by a participant in a job sharing arrangement;

### **3. APPLICATION OF PROGRAMME**

- a. This agreement applies to both uniform and civilian members, provided that, with respect to uniform members, each party acknowledges that there is a potential for significant practical difficulties in permitting uniform members access to the job sharing programme.
- b. A member wishing to enter into a job sharing arrangement shall make a written application to the Chief through the member's District Commander on or before September 30 of a year for the immediately following calendar year using a prescribed form, and the Chief shall forward copies of the application forthwith to the Manager of Human Resources and the Administrator of the Association, and the application shall include the names of both proposed participants, and the Member shall be notified by October 31<sup>st</sup> if such application is approved.
- c. The Chief shall, within thirty days of the receipt of the application, decide whether or not to approve the application for the job sharing arrangement and shall give written notice, with reasons, of his decision to the proposed participants and to the Association.
- d. Each job sharing arrangement shall be for a period not to exceed twelve (12) months, commencing on January 1 of a given year, and ending on December 31 of that year, or, in the event a late application is made for a job sharing arrangement, commencing on a later date of a given year, and ending on December 31 of that year.
- e. Each job sharing arrangement may be renewed annually in the sole discretion of the Chief upon the participants requesting such renewal in writing at least thirty (30) days before the end of the term of the job sharing arrangement.
- f. The Chief shall not approve any job sharing arrangement to permit the member to carry on a secondary activity which may contravene section 49 of the *Act*, but otherwise, the reasons a member may apply for a job sharing agreement are not relevant to the decision of the Chief whether or not to approve such arrangement.
- g. The Chief shall not approve any job sharing arrangement which would have the effect of increasing costs to the Service or the Board without the prior agreement of the Board.
- h. The Chief shall not approve any job sharing arrangement involving a proposed participant whose job performance at the time of the application is unsatisfactory in the opinion of the Chief based on advice received from the proposed participant's supervisor.
- i. The Chief may, in his sole discretion, limit the number of job sharing arrangements to be permitted, and further may identify positions which will not be permitted to be the subject of a job sharing arrangement, provided that before deciding either of these issues, the Chief shall consult with the Association.
- j. Each participant shall, prior to the commencement of the job sharing arrangement, execute an agreement setting out all terms and conditions of the job sharing arrangement including but not limited to the following:
  - i. job description of shared jobs;
  - ii. rate of pay of shared jobs;
  - iii. hours of work of shared job;
  - iv. contribution of the participant and the Service to benefits;
  - v. termination of the job sharing arrangement at the end of its term;
  - vi. termination of the job sharing arrangement during its term;
  - vii. duration of the job sharing arrangement;
  - viii. the performance appraisal process in respect of the job sharing arrangement; and
  - ix. lines of authority.

- k. The Chief shall not approve any job sharing arrangement unless both participants are, in the opinion of the Chief, qualified to perform the shared job, and unless a temporary employee who is, in the opinion of the Chief, qualified to perform the vacated position, is available to assume the vacated position.
- l. The Chief shall not approve any job sharing arrangement in respect of any proposed participants who have not completed at least one year of employment with the Service.
- m. The Chief shall not approve any job sharing arrangement in which a proposed participant would share a job which is at a rank or classification higher than the member's rank or classification held at the time of the application for the job sharing arrangement.
- n. The provisions of this agreement supersede the provisions of the NRPA Uniform and Civilian collective agreements in the event of a conflict between this agreement and either or both collective agreements.
- o. The Chief may delegate to the CAO, the Manager of Human Resources or a Senior Officer the power to exercise any discretion or make any decision pursuant to this Job Share Agreement.

#### **4. *CONDITIONS OF JOB SHARING PROGRAMME***

- a. Each participant shall be entitled to one-half of the salary relative to the shared job, and in the event that the salary of the shared job is less than the salary of the participant's vacated position, the participant's entitlement to salary shall be limited to the salary applicable to the shared job during the period that the participant performs the shared job.
- b. Participants shall retain their status as full time employees of the Service except as provided in this agreement.
- c. Each participant shall share equally the hours of work of the shared job, and the parties acknowledge that it is not the intention of this agreement that participants be allowed to split shifts as part of the job sharing arrangement.
- d. Each participant shall receive credit for one-half of the seniority that would have been accrued by the participant if the participant were a full time member.
- e. Each participant shall be entitled to receive Worker's Compensation Benefits, if applicable, based on the actual number of hours worked by the participant during the term of the job sharing arrangement.
- f. Each participant shall be entitled to one-half of the benefits relative to the shared job, and in the event that such benefits are less than the benefits of the participant's vacated job, the participant's entitlement to benefits shall be limited to the benefits applicable to the shared job during the period that the member performed the shared job; provided that, where the benefits are paid by the Board on behalf of members, the participant shall contribute fifty percent of the cost of such benefits and the Board shall contribute the remaining fifty percent during the term of this job sharing arrangement.
- g. The employer portion of the OMERS pension contributions relative to a participant shall not exceed one-half of the contributions that would have been owed by the Board if the participant were a full time employee.

**5. VACATED POSITION**

- a. The vacated position may only be filled by a temporary employee.
- b. The Service shall advise the temporary employee appointed to the vacated position:
  - i. that the employment is temporary;
  - ii. that the employment results from a job sharing arrangement;
  - iii. that the employment is intended to be for a fixed term and the length of that term, and
  - iv. that the employment may be terminated before the end of the intended term if the job sharing arrangement is terminated before the end of its proposed term for any reason.
- c. Each temporary employee appointed to a vacated position shall execute an acknowledgement that he or she has been advised of the facts outlined in subparagraph 5(b) above.
- d. A party who vacates a position to enter into a job sharing arrangement shall have the right to return to the vacated position at any time prior to December 31 of the first term of a job sharing arrangement to which the participant is a party.
- e. In the event that the participant does not return to the vacated position within the time mentioned in 5(b) above, the vacated position shall be posted in accordance with the provisions of the collective agreement for civilian members, and shall be filled in accordance with the Board's hiring and promotional policy in effect from time to time in respect of uniform members.

**6. LOSS OF PARTICIPANT TO JOB SHARING ARRANGEMENT**

In the event that a participant to a job sharing arrangement vacates his or her position for a period of exceeding thirty (30) days for any reason, the following rules shall apply:

- a. The remaining participant to the job sharing arrangement shall be offered the full time position for the period of absence of his or her partner in the arrangement immediately upon the Service being made aware that such absence will exceed thirty days, and the remaining participant shall be given fourteen (14) days to decide whether or not to accept such offer, or
- b. If the remaining participant declines such offer, the Service shall endeavour to find a qualified temporary participant to the job sharing arrangement.
- c. If no qualified temporary participant to the job sharing arrangement can be found within fifteen days of the posting of the position, the remaining participant shall assume the full time position until a qualified participant to the job sharing arrangement can be found, or until the absent participant returns.

**7. TERMINATION OF JOB SHARING ARRANGEMENT**

A job sharing arrangement may be terminated by any party to this agreement if one or more of the following events occur:

- i. a participant ceases to be an employee of the Service for any reason;
- ii. a participant obtains a full time position with the Service through a competition pursuant to the Civilian collective agreement.
- iii. all parties to this agreement agree to terminate the arrangement;
- iv. a temporary employee ceases to be available for the vacated job, or
- v. the needs of the Service, in the opinion of the Chief, require termination of the arrangement.

- vi. Costs become payable which exceed the compensation that would have been paid to one member on an ongoing basis but for the job sharing arrangement, in which event the Service shall be entitled to terminate the arrangement effective at the end of the twelve (12) month period for which the arrangement was approved, and notice of such termination shall be given to the Member on or before October 31<sup>st</sup>, effective December 31<sup>st</sup> of that year.

**8. DECISION OF CHIEF NOT TO BE GRIEVABLE**

Neither the Association nor any member shall be entitled to grieve any of the following decisions by the Chief:

- i. any decision by the Chief which denies an application of a proposed participant to engage in a job sharing arrangement,
- ii. any decision by the Chief to limit the number of members allowed to participate in the job sharing programme, or
- iii. any decision by the Chief to identify positions which will not be permitted to be the subject of any job sharing arrangement.

**9. TEMPORARY EMPLOYEES**

Any provision in this agreement which makes reference to temporary employees shall be read as applying only to civilian members and not to uniform members of the Service.

**10. STAFFING CALCULATION**

For the purpose of determining the number of uniform members assigned to the Shift Schedule being worked effected January 1, 2001 by patrol officers, each job share participant working that schedule shall count as one member.

## APPENDIX “H”

### Trachuk – Memorandum of Settlement

#### MEMORANDUM OF SETTLEMENT

BETWEEN:

NIAGARA REGION POLICE ASSOCIATION  
“the Association”

-AND-

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD  
“the Board”

Whereas the Association has filed a number of grievances related to medical reports and accommodation and,

Whereas the Board has filed a grievance with respect to medical reports,

The parties have agreed to resolve the grievances on the following terms:

1. The Association hereby withdraws the following grievances: Association grievance dated April 23, 2007; Association grievance dated February 18, 2008 and Association grievance dated February, 2008. The grievances referred to include:
  - the Association’s policy grievance regarding medical reports (uniform and civilian)
  - the Association’s policy grievance regarding the status of members when attending medical appointments (uniform and civilian)

MFPPA, S.14(2)

- Disclosure of medical reports to *Police Services Act* tribunals
  - Chronic Illness Forms
2. The Board hereby withdraws its grievance dated April 10, 2008 regarding medical reports.
  3. The parties agree to the following practices with respect to medical reports and related matters:



	<u>ISSUE</u>	<u>PRACTICE</u>
A	Under what circumstances is the Board entitled to require a member to submit a physician's report.	Physician's reports will be submitted in accordance with Article 11 of Uniform Collective Agreement and Article 8 of the Civilian Collective Agreement.
B	What kind of medical information is the Board entitled to obtain from a member's physician, by virtue of the Board's right to a "report [that] provide(s) a reason for the member's absence and a prognosis for return to work.	<p>The parties are in agreement with the current practice in which the member and/or their supervisor is first contacted to inquire as to the reason for the absence if it has extended beyond ten (10) days. If additional medical documentation is required, the member will be contacted via phone by Human Resources and will be advised of what additional medical documentation will be required, from the member's physician as indicated below. The Association will be advised of any situation where telephone contact with the member is unsuccessful and will be provided with copies of any correspondence sent to the member as a result.</p> <p>The parties agree that the current form (Attending Physician's Statement) does not adequately capture the requested information and may cause members additional concerns, therefore, this form will not be used in future.</p> <p>The parties have agreed in all cases to address the issue of the form in the context of the Arbitrator's comments with respect to the information being requested.</p> <p>The parties have agreed that medical information will be restricted to the following:</p> <ol style="list-style-type: none"> <li>1. Reason for absence</li> <li>2. Prognosis for return to work</li> <li>3. Any restrictions/accommodation requirements</li> </ol> <p>The parties further agree that the Employer is entitled to ask the member's physician if the member is taking any medications that could impact upon his/her ability to work safely. The parties agree that the Board is entitled to updates on the member's condition in relation to the above, at reasonable intervals.</p>
C	Under what circumstances is the Board entitled to require a member to be examined by a Board-appointed physician.	The parties agree that the collective agreement provides when the Board may refer a member to a Board physician.

		The parties further agree that where a member's doctor is providing inconsistent information or is being uncooperative, the Board will first pursue clarification or cooperation from the member's doctor prior to a referral to a Board physician. Referrals to a Board physician will not be made arbitrarily, discriminatorily or in bad faith.
D	Is a member entitled to reasonable notice that he/she must report to a Board appointed physician, such that he/she has sufficient time to consult with the Association and his/her own physician before complying with the Board's request?	The parties agree that reasonable requests for delays will be accommodated.
E	What kind of medical information is the Board entitled to obtain from a Board-appointed physician?	<p>Board entitlement to medical information from a Board appointed physician is restricted to the following:</p> <ol style="list-style-type: none"> <li>1. Reason for absence</li> <li>2. Prognosis for return to work</li> <li>3. Any restrictions/accommodation requirements</li> </ol> <p>The parties further agree that the Employer is entitled to ask the physician if the member is taking any medications that could impact upon his/her ability to work safely.</p> <p>The parties agree that the physician will be requested to provide only the specific information noted above and this will be outlined in the correspondence requesting the examination.</p> <p>The parties agree to request that the physician provide a copy of the report to the Board, the member and the Association.</p> <p>The parties further agree that the Association and the Board will exchange correspondence which confirms the names and positions of the specific individuals who have care and control of medical reports. Access and any distribution of medical documentation will be in accordance with Article 11.14 and 11.15 of the Uniform Collective Agreement and Article 8.13 of the Civilian Collective Agreement.</p>
F	Under what circumstances is the Board entitled to refer a member for an independent medical examination. What kind of medical information is the Board entitled to obtain from an independent physician referred to in the previous paragraph.	<p>Article 11 of the Uniform Collective Agreement and Article 8 of the Civilian Collective Agreement outline the procedures for a referral to an IME.</p> <p>Entitlement to medical information from an IME is restricted to the following:</p>

		<ol style="list-style-type: none"> <li>1. Reason for absence</li> <li>2. Prognosis for return to work</li> <li>3. Any restrictions/accommodation requirements</li> </ol> <p>The parties further agree that the Employer is entitled to ask if the member is taking any medications that could impact upon his/her ability to work safely.</p> <p>The parties agree that the IME will be requested to provide only the specific information noted above and this will be outlined in the correspondence requesting the examination.</p> <p>The parties agree to jointly draft a letter to be provided to the IME in each case.</p>
G	<p>The parties now have an agreed list of six doctors who may conduct independent medical examinations – three selected by the Board and three selected by the Association. The Board has unilaterally developed a practice of selecting the doctor with the first available appointment date from the list. The Association’s position is that the member is entitled in consultation with the Association to select one of the six doctors on the list and is not required to attend the first available doctor from the list of six.</p>	<p>The parties agree that the process for administering an independent medical examination is a joint process.</p> <p>The parties agree that the list of doctor’s to be used for the independent medical examination will depend on the nature of the illness or injury.</p> <p>Any of the parties (Board, Association or member) may submit names of doctors to be used for the independent medical examination. It is agreed that only doctor’s who are able to provide an appointment for the member, within a reasonable period of time, will be submitted for consideration.</p> <p>Once the list of “finalists” has been agreed to, if there is more than one doctor on the list, the Association and the Board will agree on which doctor is to be used.</p> <p>The Board will immediately proceed to schedule the member for the first available appointment, with the agreed upon physician, and will provide reasonable notice to the member of the appointment date.</p>
H	<p>Is Workplace Medical Corporation a “physician” for the purposes of the collective agreement?</p>	<p>“The Board has requested that Workplace Medical Corporation amend its waiver in accordance with the following, and understands that Workplace Medical agrees to this waiver:</p> <p>I understand that my employer has requested and paid for this medical examination, and that I am here</p>

		<p>for this assessment, and not, in any way, for treatment.</p> <p>I further authorize a physician of Workplace Medical Corporation to confer with my Family Physician and/or any medical specialists assisting in my medical evaluation, and that their combined findings with respect to the reason for my absence from work, the prognosis for my return to work, any restrictions/accommodation required upon my return to work and whether I am taking any medication that could impact on my ability to return to work safely, may be included in the report.</p> <p>The report will be provided to Donna Marlow (Employer representative), Sharon Miller (Association representative), and to myself.</p> <p>I have read and understand the above. I have been given an opportunity to ask questions.”</p>
I	Is a member entitled to refuse to sign a waiver produced by any physician if that waiver involves a requirement that the physician disclose more than the reason for absence (or continued absence) and prognosis for his/her return to work.	The parties agree that this issue can be addressed through an appropriately worded referral letter. The Board will request a copy of the waiver prior to the appointment and will provide it to the Association. Either party may request reasonable amendments.
J	Is the member entitled to obtain a copy of a waiver he/she has signed directly from the Board-appointed or independent physician.	Physicians will provide a person being examined with a copy of the waiver, if requested. If he/she refuses to do so, the employer will provide the member with a copy once provided by the doctor. Providing that a jointly worded referral letter (for IME's) has been used for the referral and the waiver (for Board and IME reports) has been provided, a member will not refuse an examination on the basis that they have not been provided with a copy of the waiver.
K	Is the member entitled to obtain directly from the Board-appointed or independent physician, a copy of the medical report that will be sent to the Board?	A physician is required to provide a patient with a copy of a medical report, unless it will injure the patient. The referral letter to the physician will ask the doctor to provide the Board, the member and the Association with a copy of the report.
L	If the Board obtains a report containing medical information that exceeds its' entitlement under the collective agreement and which was disclosed to the Board, without the members' consent, is the member entitled to have the report sealed and returned to him/her?	A report which contains more medical information than the Board is entitled to will not be kept in the employee's file. The Board will ask the physician to provide a new report with the offending sections excised. The original report will be returned to the employee.

M	Under what circumstances may the Board require a member to submit either to a psychiatric assessment or psychological assessment?	<p>When a member is absent from work, Article 11 of the Uniform Collective Agreement and Article 8 of the Civilian Agreement will apply.</p> <p>After consultation with the Association, any referral for the purposes of a psychiatric or psychological assessment will be based on a demonstrably, justified concern.</p> <p>The parties acknowledge that this situation may occur when a member is still at work.</p>
N	When the member is required to attend a medical appointment for a Board-appointed physician or for an independent medical assessment, is the member on-duty or on sick leave?	An employee who is required to attend a medical appointment remains on sick pay for pay purposes. However, if a member incurs an injury going directly to, at or returning directly from a doctor's appointment, the Board will support the member's claim that the injury is compensable.
O	May the Board implement changes to administration of the sick leave/sick plan without referring such proposed changes to the joint Board and Association Committee on sick leave and sick plan?	The parties acknowledge the LOU attached to the Collective Agreements and agree that the Sick Leave/Sick Plan Committee will reconvene and work in good faith to resolve any issues with regard to sick leave/sick plan.
	<b>RETURN TO WORK SITUATIONS</b>	
P	When a member who has been off work advises that he/she is fit to return to work, what medical information, if any, is the Board entitled to require the member to provide from his/her own physician?	The parties agree that when there is a real question with regard to a return to work, the Board may require further information from the member's physician. Members will provide the Board with documentation that includes any restrictions and any accommodation requirements.
Q	Under what circumstances, if any, is the Board entitled to require such a member to be examined by a Board-appointed or independent physician?	The parties agree that upon a return to work, any concerns regarding the member's safe return or accommodation will be pursued through the member's physician before any other referral is made. If the member's physician is unable to satisfy or answer concerns, such member may be referred to a Board physician (unless such a referral has already been made), or to an independent physician (in all

		other cases). The agreed upon process will be followed, as set out for referrals to an independent physician.
R	If the Board is entitled to require the member to be examined by a Board-appointed or independent physician, what kind of medical information is the Board entitled to obtain from the physician?	The parties agree that the Board is entitled to know if the employee is fit to return to work and has any ongoing restrictions or accommodation needs and how long such restrictions are likely to last. The parties further agree that the Employer is entitled to ask if the member is taking any medications that could impact upon his/her ability to work safely.
	<u>MEMBERS WORKING IN ACCOMMODATED POSITIONS</u>	
S	When a member is working in an accommodated position, what medical information, if any, is the Board entitled to obtain from the member's own physician?	The parties agree that updated medicals may be requested in situations where the temporary accommodation is continuing beyond what was expected or where the need emerges to determine if the accommodation/restriction is permanent. Every effort will be made to obtain this information from the member's own physician. If information is not provided or the physician is not cooperative, the Board may pursue this information through an agreed upon independent physician.
T	Under what circumstances, if any, is the Board entitled to require such a member to be examined by a Board appointed or independent physician?	The parties agree that if such circumstances occur, the matter will be discussed prior to the Board seeking an updated report from the independent practitioner. Such requests will not be done as a matter of course.
U	If the Board is entitled to require the member to be examined by a Board appointed or independent physician, what kind of medical information is the Board entitled to obtain from the physician.	The parties agree that the Board may obtain information about the member's ongoing restrictions and how long these restrictions are expected to last.
V	Under what circumstances, if any, is the Board entitled to require any medical information not otherwise detailed in this document.	The parties agree that any other issues not otherwise addressed above, will be dealt with on a case by case basis.

W	Under what circumstances, if any, can the Board unilaterally set out a requirement for medical information? (For example General Order 051 outlines an attendance management system. Pursuant to that order members have been requested to complete health review and health practitioners' questionnaires for the purposes of determining whether intermittent absences are the result of a chronic illness or disability.	Article 11.19.5 of the Uniform Collective Agreement and Article 8.17.5 of the Civilian Collective Agreement apply in these circumstances. The parties further agree that there needs to be some consistency in the information required in order for a member to both declare a chronic illness in the initial stage and provide annual updates with respect to the status of the chronic illness. The parties have agreed and have begun to develop a form to be used for members (through their physicians) to declare a chronic condition and provide annual updates pertaining to the declared chronic condition to the Board.
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4. The parties agree to the following with respect to the permanent accommodation of disabled members:


The parties acknowledge that the employer has an obligation to permanently accommodate a disabled employee in accordance with the *Ontario Human Rights Act*, and that the employer, the Association and the employee have an obligation to co-operate fully in that accommodation process.

The parties acknowledge that permanent accommodation is to be considered on a case by case basis. The parties acknowledge that permanent accommodation options can include, but are not limited to, and depending on the circumstances of the individual case, reduced hours, ergonomic changes, assignment to another position, bundling of job duties, or other options that may be appropriate in an individual case, and subject to any pay adjustments appropriate in the circumstances.

5. The parties agree that Arbitrator Laura Trachuk will remain seized with any issues relating to the interpretation, implementation and enforcement of this settlement and with any additional/new matters, in relation to medical, sick leave and/or accommodation issues that require resolution.

  
 \_\_\_\_\_  
 Niagara Region Police Association

February 10, 2009  
 Date

  
 \_\_\_\_\_  
 Regional Municipality of Niagara Police Services Board

February 26, 2009  
 Date

**LETTER OF UNDERSTANDING  
PAY EQUITY**

B E T W E E N :

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree that the salary schedules in the collective agreement shall be updated to comply with the results of the pay equity process completed within the Service.

The implementation of a pay equity process and the development of a routine maintenance plan is to be conducted by a joint Service Management/Association Committee.

Issues arising out of the pay equity process are to be referred to the joint Committee.

The parties shall use their best efforts to complete the pay equity process in accordance with the agreed upon timeline of June, 2007.

The pay equity process will comply with Pay Equity Legislation.

The pay equity process agreed upon by the joint Committee will not be amended except by a committee of similar composition.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

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P. DiSimoni, President

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T. Shoalts, Vice Chair

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C. Priest, Vice-President

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V. Badawey, Member

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S. Krausher, Director

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G. Burroughs, Member

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V. Wong, Director

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H. D'Angela, Member

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R. Gordon, Director

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B. Marshall, Member

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A. Gordon, Director

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V. Stewart, Member

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C. Portolesi, Director

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W. McKaig, Board Solicitor

\_\_\_\_\_  
D. Morton, Board Executive Director



**LETTER OF UNDERSTANDING  
JOINT WORKPLACE WELLNESS COMMITTEE**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD  
and  
NIAGARA REGION POLICE ASSOCIATION

The parties negotiated a Letter of Understanding in connection with the 2003-05 Collective Agreements to form a joint committee to develop and implement a wellness program in the workplace. Pursuant to that Letter of Understanding a Joint Workplace Wellness Committee was formed and the parties agree that such Committee will continue in its current form and with their existing mandate.

The Joint Workplace Wellness Committee shall continue in its current form.

This Letter of Understanding shall be attached to the 2009 Uniform and Civilian Collective Agreements, and shall expire at the conclusion of those agreements unless specifically negotiated.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

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T. Shoalts, Vice Chair

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V. Badawey, Member

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G. Burroughs, Member

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H. D'Angela, Member

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B. Marshall, Member

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V. Stewart, Member

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W. McKaig, Board Solicitor

\_\_\_\_\_  
D. Morton, Board Executive Director

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

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P. DiSimoni, President

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C. Priest, Vice-President

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S. Krausher, Director

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V. Wong, Director

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R. Gordon, Director

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A. Gordon, Director

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C. Portolesi, Director

**LETTER OF UNDERSTANDING**  
**CAREER DEVELOPMENT COMMITTEE**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

There will be Joint Service-Association Committee composed of three representatives of each of the Service and the Association to be called the Career Development Committee which will also deal with all job posting issues.

Issues relating to Civilian Career Development or Job Postings are to be referred to the Committee.

The processes agreed upon by the joint Committee are not to be amended except by a committee of similar composition.

The process agreed upon by the joint Committee are to be reviewed annually.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

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P. DiSimoni, President

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T. Shoalts, Vice Chair

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C. Priest, Vice-President

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C. Portolesi, Director

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director

**LETTER OF UNDERSTANDING**

**AUDITS**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

No audits of float time will be undertaken by the Service. For clarity no further action will be taken in respect of audits for 2003, and any subsequent years.

Any audit of leave time shall be conducted not later than March 31 of any year in respect of leave taken in the prior year. Once a member signs off on the results of any audit, the matter shall be closed and shall not be reopened.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

\_\_\_\_\_  
P. DiSimoni, President

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T. Shoalts, Vice Chair

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C. Portolesi, Director

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W. McKaig, Board Solicitor

\_\_\_\_\_  
D. Morton, Board Executive Director

**LETTER OF UNDERSTANDING**

**CRA**

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree to refer all issues related to the current investigation being undertaken by Canada Revenue Agency ("CRA") as to the potential tax liability resulting from personal use of Service vehicles by Service members and to parking personal vehicles in Service owned parking lots to a joint Board and Association Committee. The Committee shall deal with these issues once CRA has advised the Board of its position.

Any party to this Committee may refer any issues arising out of the CRA investigation to arbitration, including the issue of Board or member liability for any tax liability alleged by CRA to be owing.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

\_\_\_\_\_  
M. Woodhouse, Board Chair

\_\_\_\_\_  
P. DiSimoni, President

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T. Shoalts, Vice Chair

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C. Priest, Vice-President

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G. Burroughs, Member

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V. Wong, Director

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H. D'Angela, Member

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R. Gordon, Director

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B. Marshall, Member

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A. Gordon, Director

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V. Stewart, Member

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C. Portolesi, Director

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director

**LETTER OF UNDERSTANDING**

**SABBATICAL LEAVE PLAN**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The Board has agreed in principle to the implementation of a sabbatical leave plan, provided there is no cost to the Service. The issue has been referred to a joint committee of the Board and the Association to work out the details of such a plan. Each party reserves the right to refer the matter back to a Board of Arbitration composed of Kevin Burkett, who shall have full jurisdiction to decide the matter and whose decision shall be final and binding on the parties.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

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M. Woodhouse, Board Chair

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P. DiSimoni, President

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T. Shoalts, Vice Chair

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C. Priest, Vice-President

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V. Badawey, Member

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S. Krausher, Director

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G. Burroughs, Member

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V. Wong, Director

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C. Portolesi, Director

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director

**LETTER OF UNDERSTANDING**

**CIVILIAN JOB EVALUATION**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties have agreed to a Civilian Job Evaluation Project Plan and work has commenced under the terms of the Plan.

The parties have further acknowledged that the Plan must comply with requirements of Pay Equity legislation.

The parties wish to clarify their intention that any disputes which arise relating to the reclassification and evaluation of civilian jobs following the determination of the appropriate reclassification tool which cannot be resolved at Committee level will be determined by the Steering Committee (which is to be composed of the Deputy Chief/Administrative Services and the Association President); failing resolution the dispute shall be forwarded to Daina Green, Project Consultant, for resolution. The decision of Daina Green shall be binding on the parties and not subject to appeal.

Once all civilian jobs in the bargaining unit have been reclassified and evaluated, the salary and all the consequences of the introduction of the new job evaluation and classification system will be negotiated by the parties in good faith. If the parties are unable to agree within a period of 60 days, either party may require that the matter be referred to interest arbitration using the Board of Arbitration selected by the parties for the 2006 collective bargaining negotiations. Should Arbitrator Burkett not be available, the parties shall select another chair, failing which the chair shall be appointed by George Adams or if he is unavailable by Martin Teplitsky. If the nominees for the 2006 arbitration are not available, the appropriate party shall nominate the replacement.

Subject hereto, all the provisions of Article 22 of the Collective Agreement shall be replaced by the new Collective Agreement provisions which arise from the process described above. It is understood and agreed that the dispute resolution provisions of Article 22 relating to job re-evaluation will survive and be included in the new Collective Agreement provisions.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

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M. Woodhouse, Board Chair

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P. DiSimoni, President

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V. Stewart, Member

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C. Portolesi, Director

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director

**LETTER OF UNDERSTANDING**

***DRUG TESTING***

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree to defer the issue of drug testing of members until the legality of the matter is finally determined in the Province of Ontario. Should the Board determine that it wishes to proceed with this issue in the future prior to a final legal determination having been made, it will give notice to the Association, and the parties shall meet and negotiate the matter. In the event that the parties cannot resolve the matter, either party shall have the right to refer the matter to binding interest arbitration with the same Board of Arbitration (the Burkett Board) which has been established in respect of the 2006-2008 Collective Agreement.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

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M. Woodhouse, Board Chair

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W. McKaig, Board Solicitor

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D. Morton, Board Executive Director



**LETTER OF UNDERSTANDING**  
**RECORDS UNIT LEAVE SELECTION**

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

It is agreed that the process applied for the selection of annual leave for the Central Records Unit in 2009, which allowed for records personnel to pick in Groups organized by position and for only one person from each Group to be allowed off at any one time will also be applied for the years 2010 and 2011.

EXECUTED this 31<sup>st</sup> day of March, 2011

EXECUTED this 31<sup>st</sup> day of March, 2011

**REGIONAL MUNICIPALITY OF NIAGARA  
POLICE SERVICES BOARD**

**NIAGARA REGION POLICE ASSOCIATION**

*(original signed by)*

*(original signed by)*

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M. Woodhouse, Board Chair

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