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CIVILIAN

COLLECTIVE AGREEMENT

2000/2002

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD
hereinafter called "Niagara Police Board"

of the FIRST PART

and

NIAGARA REGION POLICE ASSOCIATION
on behalf of the Members of the Niagara
Regional Police Service, hereinafter called
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 **2000, 2001 and 2002** 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*

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

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

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

- 1.04 DEFINITIONS
- 1.04.01 *ASSOCIATION* shall mean the Niagara Region Police Association;
- 1.04.02 *BOARD* shall mean the Regional Municipality of Niagara Police Services Board;
- 1.04.03 *CHIEF OF POLICE* shall mean the Chief of Police of the Niagara Regional Police Service;
- 1.04.04 *COMMISSION (OCCOPS)* shall mean the Ontario Civilian Commission on Policing Services;
- 1.04.05 *DESIGNEE* shall mean a Deputy Chief of Police, a Senior Officer or an officer in charge of a sub-division;
- 1.04.06 *SENIOR OFFICER* shall mean a member of the Service holding the rank of Inspector or above and any civilian member designated as such in accordance with the *Police Services Act*, but not including Chief of Police or Deputy Chief of Police;
- 1.04.07 *SENIORITY* shall mean the length of continuous service with the Service.

1.05 MANAGEMENT RIGHTS

- 1.05.01 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.
- 1.05.02 The Employer agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this Agreement.
- 1.06 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.
- 1.07 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.

2 SALARIES

- 2.01 The annual salary of each member of the Bargaining Unit who was a member of the Service prior to December 4th, 1986 shall be made in accordance with Appendix A, and made part of this Agreement.
- 2.02 The annual salary for each member of the Bargaining Unit who joins the Service after December 4th, 1986 shall be made in accordance with Appendix AA, and made part of this Agreement.
- 2.03 Salaries shall continue to be paid on a weekly basis each Friday, until such time as the Board implements a change to a system of payment of salaries on a bi-weekly basis and a system of payment of salaries by direct deposit, said changes to be implemented as soon as administratively feasible. Prior to the implementation of the said changes, the Board shall discuss with the Association the implementation of the changes, so as to minimize any disruptive impact on the members. After the changes are implemented, salaries shall be paid to the members on a bi-weekly basis, payable every second Friday, by direct deposit to such account as the member may direct.

3 ASSOCIATION DUES

- 3.01 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

- 4.01 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 4.03 (Shift System). The rest or lunch period not taken as a result of work commitments shall be paid for at straight time.
- 4.02 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.

- 4.03 SHIFT SYSTEM - The Shift System of work referred to in this Article shall consist of three (3) eight (8) hour routine shifts as follows:
- 4.03.01 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.
- 4.03.02 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.
- 4.03.03 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.
- 4.04 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.
- 4.05 Each civilian member working the shift system shall be entitled to eight (8) days off duty out of every twenty-eight (28) day period.
- 4.06 Any request for changes in days off must be approved by the officer in charge of the Division, Sub-Division, Branch or Department in which the member is serving.
- 4.07 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.
- 4.08 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.
- 4.09 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 To ensure that no member has been scheduled to work more or less than 2080 hours in a calendar year, the following rules relating to an audit of hours shall apply:
- 4.10.01 deleted
- 4.10.02 deleted
- 4.10.03 deleted
- 4.10.04 deleted
- 4.10.05 deleted
- 4.10.06 deleted

4.11 For those members working the 12 Hour Compressed Work Week System, Articles 4, 5, 8, 9, 10, 15, 25, and Appendix C shall be amended in accordance with the 12 hour Compressed Work Week System provisions as set out in Appendix F attached hereto.

4.12 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.

5 SHIFT PREMIUMS

5.01 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.

5.02 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.

5.03 Payment of shift premiums to each member will be paid on a bi-weekly basis.

6 OVERTIME

6.01 Overtime shall mean all hours worked in excess of a regular tour of duty.

6.02 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.

6.03 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.

6.04 Overtime and court time as set out in Article 11 shall be paid for in cash or by cheque calculated at the overtime rate or court time rate, at the option of the member of the Service who has worked such overtime or court time. Payment in cash or by cheque shall be paid to the member on a bi-weekly basis, unless such member shall have indicated by a notice in writing at the end of the two week period, to the Chief Administrative Officer, that he or she elects to take time off in lieu thereof, in which case the date upon which such time off shall be determined on mutual agreement between the member and his or her Division, Sub-Division, Branch or Department Commander, subject to the provisions of Section 6.05.

- 6.05 The year shall be divided into quarters, and when a member has worked any overtime or court time during any quarter and wishes to take any portion thereof by way of time off, the member shall do so during such quarter provided, however, that regardless of the amount of overtime or court time worked by any member during any quarter his or her right to take any time off as compensation therefore shall be limited to forty (40) hours in any quarter. It is however understood that no member shall be required to take time off in lieu of pay for accumulated overtime or court time without his or her consent.
- 6.06 Overtime worked and paid for in cash or by cheque shall be computed at an hourly rate based on the annual salary of the member affected at the time such overtime is worked, divided by 2,080 being the total annual regular hours of work. Time worked in excess of eight (8) hours per tour of duty shall not be deemed as overtime unless it exceeds fifteen (15) minutes.
- 6.07 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 eighty-eight (88) overtime hours [one hundred and thirty-two (132) regular 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 provisions 6.04, 6.05 and 6.06 and can only be taken by the member as time off at the discretion of the Chief of Police. Any member having more than the maximum allowed hours in the bank as 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.
- 6.08 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

- 7.01 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

- 8.01 Each member covered by this Agreement shall be granted one and one-half (1-1/2) days leave on account of sickness for each and every month of active service with full pay at the member's current rate of pay.
- 8.02 Any member who is off sick, shall nevertheless be deemed to be on active service for the purpose of this section only, but those members on such leave shall not be entitled to Court Time.
- 8.03 The days of sick leave unless used, shall be accumulative, with no maximum.
- 8.04 Absence on account of injuries received while on duty shall not be deemed to be sick leave.
- 8.05 Each member covered by this Agreement having accumulated sick leave who retires at normal retirement date, or after any extension thereof, or who is dismissed by reason of ill-health, or resigns by reason of ill-health, shall be granted a leave with pay at the current rate of pay for the number of days then standing to the member's credit, but 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.
- 8.06 After completing five (5) years of service, each member covered by this Agreement, upon resignation, shall be granted one-half pay at the current rate of pay for the year for the accumulated sick leave then standing to the member's credit, but the pay shall not exceed one-half (1/2) of his or her current yearly salary in any case.
- 8.07 Any member covered by this Agreement who is dismissed for cause shall forfeit all accumulated sick leave standing to his or her credit.
- 8.08 Any member covered by this Agreement reporting for duty and later becoming sick and unable to complete his or her regular tour of duty, but who has completed four (4) hours of his or her regular tour of duty, shall be credited with a full tour of duty.
- 8.09 In the event of the death of a member covered by this Agreement, there shall be paid to the personal representative of the member's estate, pay at the current rate of pay for the number of days of sick leave then standing to his or her credit, payment for such leave in any event shall not exceed one-half (1/2) of the member's yearly salary at the current rate of pay.
- 8.10 The current daily rate of pay mentioned in the provisions of this Article of the Agreement, shall be computed by dividing the amount of the member's yearly salary in effect at the date of retirement or resignation by two hundred and sixty (260).

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

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

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

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

8.12 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.

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

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

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

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

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

8.14 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.

8.15 The provisions of this Article will apply to all members of the Service who commenced their service prior to the date of ratification of the memorandum of settlement (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.

8.16 All members who commenced their service with the Service on or after the date of ratification of the memorandum of settlement (July 10, 1990), will be enrolled in the Income Replacement Plan as provided for in Appendix E attached hereto.

9 ANNUAL VACATION

- 9.01 Each member covered by this Agreement shall be granted, during the term of this Agreement, annual vacations with pay at the current rate of pay, as follows:
- 9.02 All members with less than one (1) year of service shall receive one (1) working day off for each month of service up to a maximum of eighty (80) hours.
- 9.03 All members having completed one (1) or more years of service shall receive eighty (80) hours.
- 9.04 All members having completed three (3) years of service shall receive eighty-eight (88) hours.
- 9.05 All members having completed five (5) or more years of service shall receive one hundred and twenty (120) hours.
- 9.06 All members having completed nine (9) or more years of service shall receive one hundred and sixty (160) hours.
- 9.07 All members having completed sixteen (16) or more years of service shall receive two hundred (200) hours.
- 9.08 All members having completed twenty-two (22) or more years of service shall receive two hundred and forty (240) hours.
- 9.09 All members having completed twenty-eight (28) or more years of service shall receive two hundred and forty (240) hours.
- 9.10 All members having completed thirty (30) or more years of services shall receive two hundred and eighty (280) hours.
- 9.11 Each member covered by this Agreement, shall be granted, during the term of this Agreement in addition to the annual vacation, eleven (11) working days in lieu of statutory holidays and declared holidays. In addition, each member having completed less than 28 years of service shall be granted an additional floater day off. Members having completed 28 or more years of service shall be granted two (2) additional days off. Floater days off shall be taken upon mutual agreement with his or her Division/Sub-Division Commander.
- 9.12 Each member shall be paid at the rate of time and one-half (1-1/2) for all hours worked on a statutory holiday.
- 9.13 Annual Vacations shall be granted in accordance with "APPENDIX C" which forms part of this Agreement.

9.14 The parties agree that the change in the leave entitlement grid as set out above for both uniform and civilian members was made in consideration of the loss of float time by uniform patrol officers working the twelve hour shift, and by communicators and CPIC operators working the twelve hour shift, and that no further consideration will be forthcoming to such communicators and CPIC operators if they ultimately lose their float time as a result of a subsequent change in shift schedules.

10 STATUTORY HOLIDAYS

10.01 Each member shall be granted eleven (11) 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	

In addition each member shall be granted an additional floater day off upon mutual agreement with his or her Division, Sub-Division, Branch or Department Commander. Each member shall be paid at the rate of time and one-half (1-1/2) for all hours worked on a statutory holiday.

10.02 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.

10.03 Members normally working a day shift as set out in Article 4 will be off duty on the above mentioned statutory or declared holidays as they fall unless otherwise agreed.

10.04 Members working on the shift system as set out in Article 4, and who are required to work on any of the above mentioned statutory holidays, will be granted a day off with pay in lieu of that holiday that was worked.

10.05 Members who are working the shift system as set out in Article 4 when any of the above mentioned statutory or declared holidays fall on a member's scheduled day off, the member shall receive another day off with pay in lieu thereof.

10.06 Members working the shift system pursuant to Article 4 shall be granted statutory holidays in accordance with Appendix C which forms part of this Agreement.

11 COURT ALLOWANCE

11.01 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 in cash or by cheque or by way of time off as set out in Articles 6.03 and 6.04 herein, a minimum of three (3) hours pay at time and one-half (1-1/2) irrespective of the actual period of time which he or she is required to remain in court. The three (3) hour minimum shall apply for each court sitting. A court sitting shall mean a morning

sitting, an afternoon sitting, or an evening sitting. Where a court sitting exceeds 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.

11.02 The hourly rate of pay shall be based on the annual salary of each member of the Service affected, divided by 2,080, being the total annual regular hours of work. The provisions of this paragraph with respect to a minimum payment shall not apply to a situation where a member attends court during 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.

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

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

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

11.05 Each member of the Service who is required to attend a court sitting as a witness while off duty on annual vacation or on a statutory holiday, because of his or her duties and status as a Police employee, shall be paid in cash or by cheque or by way of time off as set out in Articles 6.03 and 6.04 herein, a minimum of four (4) hours pay at double the member's regular hourly rate, irrespective of the actual period of time which he or she is required to remain in Court. Where a court sitting exceeds the four (4) hour minimum, he or she shall be entitled to be paid at the rate of double time for any period that he or she is required to remain in court for over the four (4) hours. The hourly rate of pay shall be based on the annual salary of each member of the Service affected, divided by 2,080, being the total annual regular hours of work.

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

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

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

- 11.08 COURT - Shall mean Provincial Judges Court, County Court, Supreme Court, Division Court, Family Court, Juvenile Court, Traffic Court, or any Judicial or Quasi-Judicial Hearing, or at any sitting not specified where a member is required to attend as a witness and give evidence as part of his or her Police duties.
- 11.09 Each member required to attend any court session outside of the Niagara Regional area, and required to attend as a witness and give evidence as part of his or her 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 Divisional area in which such member resides and is required to attend as a witness and give evidence as part of his or her Police duties in another Divisional area within the Niagara Regional area, and who is required to use his/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.
- 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).
- 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

- 12.01 With the exception of Article 12.06, the Board shall pay one hundred percent (100%) of the current premium costs to provide each member covered by this Agreement with the following:
- 12.02 The Ontario Health Insurance Plan.
- 12.03 Supplementary Liberty Health for hospital care for semi-private coverage or equivalent.
- 12.04 Effective June 1, 1997, drug prescription coverage pursuant to the Liberty Health 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.
- 12.05 Extended Health Benefits under Liberty Health Extended Health Care 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 120 days per person per year and private hospital room coverage to a maximum of 120 days per person per year. This Extended Health Benefit shall also provide para-medical coverage which includes the following:
- 12.05.01 Chiropractor, Osteopath, Podiatrist, Chiropodist, to a maximum of three hundred dollars (\$300.00) per benefit year.
- 12.05.02 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.
- 12.05.03 Audio-Hearing Aids to a maximum of three hundred dollars (\$300.00) every three years.
- 12.05.04 Obus Back Supports.
- 12.05.05 Liberty Health Deluxe Out-of-Province coverage.
- 12.05.06 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.
- 12.06 Dental Coverage as follows:
- 12.06.01 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.

- 12.06.02 The O.D.A. Fee Schedule is to be one (1) year in arrears
- 12.06.03 Orthodontia rider [fifty percent (50%) Co-Insurance, two thousand dollars (\$2,000.00) lifetime limit].

- 12.06.04 coverage for caps and crowns (50% co-insurance, \$1,500.00 lifetime limit).
- 12.07 Vision Care under Liberty Health Vision Care Plan or equivalent (\$200.00 maximum - 24 months).
- 12.08 The Board will continue to pay the premiums necessary to continue the insurance coverage provided by this Article (save and except 12.06.02 and 12.07) for members retiring from this Service at normal retirement date in the same manner as if their employment continued. The benefit described pursuant to Article 12.05.05 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.
- 12.09 If a member becomes totally disabled as defined by the Ontario Municipal Employees Retirement System, the Board will pay O.H.I.P., Extended Health/Vision Care and Dental Plan premiums as defined in Articles 12.02, 12.03, 12.04, 12.05, 12.06 and 12.07 until age 65.
- 12.10
- 12.10.01 In the event of the death of a member killed while on duty or who dies as a result of injuries sustained while on duty, the Board shall continue to pay premiums to O.H.I.P., Extended Health/Vision Care and Dental Plans as defined by Articles 12.02, 12.03, 12.04, 12.05, 12.06 and 12.07 on behalf of the widow/widowers. These payments will continue until the widow or widower remarries or lives common-law as defined in the Family Law Act or reaches the age of 65, whichever first occurs.
- 12.10.02 The Board will also continue premium payments to these plans on behalf of the dependent(s) of such deceased member, until the dependent(s) marries or lives common-law as defined in the Family Law Reform Act or is/are employed full time or reaches the age of 21, whichever first occurs.
- 12.11
- 12.11.01 The Board will extend to the spouse of a deceased member, the privilege of joining the O.H.I.P., Extended Health/Vision Care Plans and Dental Plan, until the spouse marries or lives common-law or reaches the age of 65, whichever first occurs, provided the spouse pays his/her own premiums.
- 12.11.02 The Board will extend to the dependent(s) of a deceased member, the privilege of joining the O.H.I.P., Extended Health/Vision Care Plans and Dental Plan, until the dependent(s) marries or lives common-law or is/are employed full time or reaches the age of 21, whichever first occurs, provided the dependent(s) pays his/her own premiums.

12.12

12.12.01 The Board shall pay Medical Insurance under the Ontario Health Insurance Plan and Extended Health Care premiums as defined in Articles 12.02, 12.03, 12.04 and 12.05 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).

12.12.02 Such members shall be allowed to participate in a Retiree Vision Care and Dental Plans as defined in Articles 12.06 and 12.07 inclusive, until age sixty-five (65) provided they pay their own premiums and allow no lapse in coverage.

12.13 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.

12.14 The Board shall have the right in its sole discretion to require members to use Smart Cards or their equivalent.

13 PENSION PLAN

13.01 The normal retirement age for the Civilian members of the Service is sixty-five (65) years.

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

13.03 In addition, the Board shall provide a two percent (2%) Supplementary Type I Past Service Benefit based on the same formula as provided in the Regulations to the O.M.E.R.S. Basic Pension Plan Benefit. The Board shall pay the total cost of such Supplementary Past Service Benefit. Each member shall contribute six percent (6%) of contributory earnings up to a year's maximum pensionable earnings under the Canada Pension Plan and seven and one-half percent (7-1/2%) on all excess contributory earnings. Similarly, the Board shall contribute six percent (6%) of contributory earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and seven and one-half percent (7-1/2%) on all excess contributory earnings.

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

13.05 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**

14.01 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 one and one-half (1-1/2) times the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).

14.02 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 one and one-half (1-1/2) times the member's annual salary, calculated to the closest one thousand dollars (\$1,000.00).

14.03 Early retirees shall be allowed to participate in Life Insurance coverage as provided in Articles 14.01 and 14.02 up to a maximum of twenty-five thousand dollars (\$25,000.00) until age 65, provided they pay their own premium costs.

14.04 Members who retire at normal retirement shall be provided with a paid-up life insurance in the amount of three thousand dollars (\$3,000.00).

15 **MEAL ALLOWANCE**

15.01 Each member covered by this Agreement who works three (3) continuous hours in addition to his/her regular tour of duty, shall be granted a meal allowance of 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.

15.02 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.

15.03 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.

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

16 **COMPASSIONATE LEAVE**

16.01 Any member covered by this Agreement shall be entitled to receive four (4) consecutive days leave of absence with full pay to attend the funeral 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, 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.

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

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

17 EDUCATION EXPENSES

17.01 Each member who is directed to attend a Police College, or any other authorized course requiring accommodation on the part of the member at a place other than 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.

17.02 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.

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

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

18 SPECIAL LEAVE

18.01 Special Leave shall be granted as follows:

18.02 Any member covered by this Agreement who is elected to represent the Association at the Annual Convention of the Police Association of Ontario, shall be granted leave if required to attend the convention, but the total of such leave with full pay shall not exceed five (5) working days. The number of representatives shall not exceed two (2) in number.

- 18.03 Any member covered by this Agreement who is elected to represent the Association at the Executive Board or quarterly meetings of the Police Association of Ontario, he or she shall be granted leave to attend such meetings, if required, but the total of such leave with full pay shall not exceed three (3) working days per quarter. The number of representatives shall not exceed two (2) in number.
- 18.04 Any member who is elected to the Board of Directors of the Police Association of Ontario, shall be granted if required, twenty-four (24) working days each year, with full pay, to attend such meetings of the Board. This Article is applicable to one member of the Association and shall not exceed five (5) days off in any calendar month.
- 18.05 Any member who is elected as a member of the Bargaining Committee of the Association, which shall not exceed six (6) in number, shall be granted time off with pay when required to attend meetings with the Niagara Police Board. Where a member of the Bargaining Committee is scheduled to work the night shift immediately prior to the scheduled start of such meetings, he or she will receive six (6) hours off duty before the commencement of such meetings without loss of pay.
- 18.06 Any member of the Bargaining Committee, Executive Council and the Board of Directors of the Association will be permitted the necessary time off with pay to attend their respective meetings. Such time off will be granted at the discretion of the Chief of Police, or designee, on reasonable advance notice being given and will be granted only to members who are on duty or scheduled for duty at the time of the meeting for which the member's presence is required, and such member shall return to complete his or her scheduled tour of duty upon the completion of the meeting for which their presence was required.
- 18.07 A member shall be granted leave without pay, not to exceed six (6) months in duration for the purpose of adopting a child or children.
- 18.08 A member shall be granted leave without pay for one (1) day for the purpose of being present at the time the member's child or children are born.
- 18.09 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**

19.01 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**

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

20.02 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.

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

20.04 Any appointee of the Association may attend at any step of the grievance procedure including arbitration.

20.05 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.

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

20.07 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.

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

- 20.09 The Niagara Regional Police Services Board shall within thirty (30) days after service of the copy of the grievance upon the Administrator, meet with the Grievance Committee and 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.
- 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 20.06.
- 20.16 In the event that the Board has filed the grievance, the counterpart for the Chief of Police shall be the Association President.

21 PREGNANCY AND PARENTAL LEAVE

- 21.01 Pregnancy and Parental Leave shall be administered in accordance with the Ontario Employment Standards Act, **from time to time**.
- 21.02 Pregnant employees who have been employed with the Service for a minimum of thirteen (13) weeks prior to the expected birth date will be entitled to a seventeen (17) week unpaid pregnancy leave and an eighteen (18) week unpaid parental leave.
- 21.03 Every member who becomes pregnant shall notify the Chief of Police in writing of the pregnancy no less

than five (5) months prior to the expected date of delivery, which shall be verified in writing by a qualified medical practitioner.

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

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

21.06 Pregnancy leave without pay shall be in accordance with the *Employment Standards Act of Ontario*, as amended from time to time, except that a member commencing such leave, who is in receipt of U.I. pregnancy benefits pursuant to the *Unemployment Insurance Act*, shall be paid a supplementary benefit in an amount which is seventy-five percent (75%) of her regular weekly earnings for the two (2) week unemployment insurance waiting period.

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

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

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

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

21.08.01 the birth of the child; or

21.08.02 the coming of the child into the custody, care and control of a parent for the first time.

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

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

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

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

- 21.12 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.
- 21.13 A member on parental leave shall continue to accrue seniority and annual leave entitlements, but shall not accrue statutory holidays or other leave entitlements.
- 21.14 Benefits outlined in Articles 12 and 14 where applicable, shall be provided to the member while on pregnancy and/or parental leave.
- 21.15 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

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 Any such request shall be submitted by way of a "Request for Reclassification" form, detailing reasons for the request.
- 22.05 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.
- 22.06 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.
- 22.07 In the event that the Job Evaluation Committee is unable to reach a decision, the matter will be referred

to appeal.

- 22.08 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.
- 22.09 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***

- 23.01 The Board may employ temporary and part time employees on the following basis:
- 23.02 Temporary "overload" and temporary "replacement" employees may normally work the standard number of hours per week (i.e. 40 or 48 hours).
- 23.03 Temporary "overload" employees may be utilized when additional staff is required during peak work periods, for a maximum period of up to nine (9) months in any one position.
- 23.04 Temporary "overload" and temporary "replacement" employees will be paid at the start rate for the position held as set out in Appendix "AA".
- 23.05 When it becomes clear that a temporary "overload" position will become permanent or in any event will exceed a period of nine (9) 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.
- 23.06 The time limits specified in 23.03 and 23.05 may be extended by mutual agreement of the parties.
- 23.07 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 weekly leave.
- 23.08 Temporary "overload" and temporary "replacement" employees may be terminated at any time without recourse to the layoff or grievance procedure.
- 23.09 Part time employees will normally work twenty-four (24) hours or less per week.
- 23.10 Part time employees shall be paid at the Level "A" start rate as set out in Appendix "AA".

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, 10, 14, 19, 20.02, 21, 22, and to the extent as provided in this Article 23.

- 23.12 Temporary and part time employees shall be entitled to employee group benefits as set out in Article 12.01 through 12.06 inclusive, after four hundred and eighty (480) hours of service in a one (1) year period.
- 23.13 Temporary and part time employees shall be entitled to the pension provisions of Article 13.02, after four hundred and eighty (480) hours of accumulated service in a one year period.
- 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***

- 24.01 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.
- 24.02 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.
- 24.03 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 divisional headquarters and detachment office for a period of not less than ten (10) calendar days. Job posting shall indicate the job title, job rate, and a brief description of the job duties.
- A job posting shall be referenced on the ORACLE System commencing the same day that the job is posted and remaining for the duration of the posting. ORACLE shall include the job title, job rate, closing date and indicate that additional details are contained in the job posting.
- 24.04 Applications for all posted openings shall be made in writing to the Chief of Police who shall provide the Administrator of the Association with a list of applicants and the names of the employees selected to fill the vacancy.
- 24.05 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.

- 24.06 The Board will transfer the successful applicant to the new job as soon as possible, after notification of his or her acceptance.
- 24.07 An employee shall not be entitled to decline the appointment to a job after receiving notification of acceptance.
- 24.08 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.
- 24.09 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:
- 24.12.01 seniority as defined above;
 - 24.12.02 knowledge, efficiency and ability to perform the work;
 - 24.12.03 physical fitness.
- 24.13 It is understood and agreed that only where the factors in Article 24.12.02 and 24.12.03 are relatively equal, seniority as herein defined shall govern. In the evaluation of the matters mentioned in said Article 24.12(b) and (c), the Board or any other person empowered by the Board to assess such qualifications shall be the judge; provided, however, that this provision will not be used in an arbitrary manner or in a discriminatory manner against any employee. 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 positions of confidential secretary to the Chief of Police or Deputy Chiefs of Police.

24.15

24.15.01

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.

24.15.02

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 Division 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 24.03. 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

25.01

Any member of the Service covered by this Agreement who is required to perform the duties of a higher classification for a period of more than fifteen (15) working days or the equivalency of 120 accumulated hours, shall thereafter receive the pay of such higher classification for the total number of days worked in this capacity. Pay for such acting classification shall commence on the sixteenth (16th) day at the higher rate in accordance with Appendix D.

26

GENERAL PROVISION

26.01

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

27

WORKPLACE SAFETY & INSURANCE

27.01

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.

27.02

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

27.03

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

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

- 28.01.01 seniority;
- 28.01.02 relative abilities and qualifications

Where factor 28.01.02 is equal between employees, then factor 28.01.01. shall govern.

28.02 In this Article,

- 28.02.01 "*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.
- 28.02.02 "*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 28.09.c.
- 28.02.03 "*Group classification*" means the groups listed in Appendix AA to this agreement.
- 28.02.04 "*Indefinite layoff*" means a layoff having no anticipated recall date.
- 28.02.05 "*Layoff*" means a termination of the employment of a member as a result of a reduction.
- 28.02.06 "*Member*" means a full time employee of the Service who is a member of the Association.
- 28.02.07 "*Prior position*" means the job held by a displaced member immediately before displacement.
- 28.02.08 "*Recall*" means an opportunity offered to a former member to resume employment with the Service.
- 28.02.09 "*Reduction*" means a reduction in the size of the full time working force of the Service.
- 28.02.10 "*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.
- 28.02.11 "*Specialized position*" means a position within a specialty unit designated by the Chief as a specialty position.
- 28.02.12 "*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.
- 28.02.13 "*Temporary layoff*" means a layoff having an anticipated recall date.

- 28.03 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:
- 28.03.01 Job competitions in respect of positions to which this agreement applies, shall be suspended pending the outcome of the reduction and the displacement procedures outlined below.
- 28.03.02 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.
- 28.04 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.
- 28.05 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:
- 28.05.01 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 28.06 below.
- 28.05.02 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 28.06 below.
- 28.06 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:
- 28.06.01 A member employed in a specialized position within a speciality unit shall not be subject to displacement by a member not employed in a specialized position within a speciality unit.
- 28.06.02 Subject to subarticle a. above, an affected member whose position is being eliminated in the course of the reduction has a right 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.

- 28.06.03 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.
- 28.06.04 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.
- 28.06.05 An affected member who displaces another member shall assume the shift requirements of the displaced member.
- 28.06.06 When the context requires, words importing the singular only shall include the plural and vice versa.
- 28.07 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.
- 28.08 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.
- 28.09 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:
- 28.09.01 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 in the event that the prior position becomes vacant for any reason.
- 28.09.02 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.
- 28.09.03 A former member shall have ten (10) days from the date that notice of the proposed recall is given to subarticle 28.09.02. 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.
- 28.09.04 A former member who accepts the recall shall be credited with all seniority accrued to the date of his or her layoff, and to seniority commencing on the date he or she resumes employment.

- 28.10 An affected member who assumes a temporary position as a result of a reduction shall become a temporary employee in accordance with the collective agreement, except that,
- 28.10.01 such affected member shall continue to accrue seniority while working in a temporary position, and
- 28.10.02 such affected member shall be entitled to grid advancements in accordance with the Collective Agreement after having worked in a temporary position or positions for a period of twelve months continuously, and in this event, such affected member shall be paid at the appropriate grid level for the job classification being performed from time to time.
- 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 DIVISION, SUB-DIVISION, BRANCH AND DEPARTMENT, and sent to the Association prior to July 1st in each year.
- 28.13 Seniority rights shall cease in the following circumstances:
- 28.13.01 if a member resigns;
- 28.13.02 if a member is discharged and not reinstated;
- 28.13.03 if a member retires;
- 28.13.04 if a member is laid off for a period in excess of twelve (12) months;
- 28.13.05 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

29.01

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 12.07.

30

TRANSFER MILEAGE ALLOWANCE

30.01

Save and except for transfers resulting from promotions, all members who were hired before July 1, 1969 on Forces which now comprise the Niagara Regional Police Service, who are involuntarily transferred on or after the date that this Agreement is signed, to a Division, Sub-Division, Branch or Department which is at a location more than 8.05 kilometers distant from the area municipality in which they were formerly employed, shall be reimbursed thirty-one point two (31.2) cents per kilometer for the total distance they are required to drive to work.

31

UNIFORM AND FOOTWEAR ALLOWANCE

31.01

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:

- 3 short sleeve shirts/blouses as required
- 3 long sleeve shirts/blouses as required
- 4 trousers or slacks as required
- 3 ties as required
- 2 pairs of shoes as required
- 1 winter cap as required
- 1 summer cap as required
- 2 windbreakers as required
- 1 winter parka as required
- 1 raincoat as required
- 1 pair of rubbers as required
- 1 pair of overshoes as required
- 1 pair of winter gloves as required
- 1 model 200 F female cap as required
- 1 pouch for protective gloves as required

32

CLEANING OF UNIFORMS

32.01

The Board shall provide contract cleaning for all clothing issued by the Board to all uniform civilian employees and the amount shall not exceed two hundred dollars (\$200.00) per annum per member. The amount shall be pro-rated for a member with less than twelve (12) months of service in the year.

32.02

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

and civilian clothing.

33

BUSINESS CARDS

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

34

LEGAL INDEMNIFICATION

34.01 Subject to the other provisions of this Article, a member charged and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a Civilian member of the Service, 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 \$215.00 per hour, and shall not include any allowance for travel time.

34.02 Notwithstanding clause 34.01, the Board may refuse payment otherwise authorized under clause 34.01 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.

34.03 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:

34.03.01 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;

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

34.03.03 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.

34.04 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:

- 34.04.01 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;
- 34.04.02 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 such decision is not reviewable by an Arbitrator, and;
- 34.04.03 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 34.04 unless the Board's solicitor determines that a conflict of interest exists. If such conflict exists, then the provisions of 34.05.01 and 34.05.02 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 and such decision is not reviewable by an arbitrator.
- 34.04.04 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.
- 34.04.05 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.
- 34.05 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:
- 34.05.01 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.
- 34.05.02 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.

- 34.05.03 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 to be charged in respect of preparatory work and his or her *per diem* rates for full or half days for trials or any other hearings provided for in this Article;
 - 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.
- 34.05.04 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.
- 34.05.05 There shall be a cap on the legal fees of \$215.00 per hour with no allowance for travelling time.
- 34.06 For greater certainty, members shall not be indemnified for legal costs arising from:
- 34.06.01 Grievances or complaints under the Collective Agreement between the Board and the Association or under *The Police Services Act*,
- 34.06.02 the actions or omissions of members acting in their capacity as private citizens;
- 34.07 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.
- 34.08 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.
- 34.09 In the case of aggravated assault, assault causing bodily harm or the included offence of ordinary assault, the indemnification referred to in clause 34.01 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.

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

35.01 In order to offset the cost of tool replacement, Class "A" automotive mechanics and apprentice mechanics shall be provided with an annual allowance of six hundred dollars (\$600.00). Such allowance shall be paid on or about December 1st of each year, based upon fifty dollars (\$50.00) per month.

36 ***CIVILIAN TRAINER ALLOWANCE***

36.01 A Civilian member who is assigned by an Executive Staff Officer or Divisional Commander, to train another Civilian member of the Service in the same classification that is held by the "trainer", shall receive an allowance of one dollar (\$1.00) per hour while still assigned.

37 ***STAND-BY PAY***

37.01 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***

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

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

39 ***DISCIPLINE RECORD***

39.01 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 the Personnel Unit.

39.02 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.

39.03 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***

40.01 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.

41 ***TRAINING OPPORTUNITIES***

41.01 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***

42.01 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***

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

44 ***ASSOCIATION REPRESENTATION***

44.01 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***

45.01 The Board shall bear the cost of the printing of Collective Agreements. The Board shall, in its own

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

APPENDIX A
2000/2002 SALARY SCHEDULE

CLASSIFICATION	2000 *	2001* 01 - 06	2001 * 07 - 12	2002 * 01 - 06	2002 * 07 - 12
GROUP A	30,937.23	31,478.63	32,186.90	32,750.17	33,159.55
GROUP B	31,532.07	32,083.88	32,805.76	33,379.87	33,797.11
GROUP C					
DATA ENTRY/SWITCHBD	33,078.20	33,657.07	34,414.36	35,016.61	35,454.32
C.R.SEC/PR D.ENTRY	33,324.62	33,907.80	34,670.72	35,277.46	35,718.43
CLERK-PLAN&RESEARCH	33,571.03	34,158.53	34,927.09	35,538.32	35,982.55
CLERK-MVC	33,669.60	34,258.82	35,029.64	35,642.66	36,088.19
CLERK-EMERG.S/33GEN.OFF	34,063.86	34,659.98	35,439.83	36,060.03	36,510.78
CLERK-PUB.C./22GEN.OFF	34,162.43	34,760.27	35,542.38	36,164.37	36,616.42
CLERK-FLEET/INS/TRAIN	34,310.28	34,910.71	35,696.20	36,320.88	36,774.89
CLERK-IDENTIFICATION	34,408.84	35,011.00	35,798.74	36,425.22	36,880.54
CLERK-COMM.SERV/33 FLOA	34,556.69	35,161.43	35,952.57	36,581.73	37,039.01
CLERK-CIB.R/M.C.FIRE/TRA	34,803.11	35,412.16	36,208.93	36,842.59	37,303.12
CLERK-CIB	34,901.67	35,512.45	36,311.48	36,946.93	37,408.77
CLERK-COURT/11 CIB FIRE	35,049.52	35,662.89	36,465.30	37,103.44	37,567.24
GROUP D	35,089.58	35,703.65	36,506.98	37,145.86	37,610.18
GROUP E	39,206.03	39,892.13	40,789.70	41,503.52	42,022.32
22/23 DIV CLERK	39,915.23	37,561.25	38,406.37	39,078.48	39,566.97
GROUP F	44,680.25	45,462.16	46,485.05	47,298.54	47,889.77
AV SUPERVISOR	53,990.73	54,935.57	56,171.62	57,154.63	57,869.06
PROGRAMMER/ANALYST	54,355.68	55,306.89	56,551.29	57,540.94	58,260.20
BY-LAW OFFICER/LEAD MECHANIC	51,510.23	52,411.66	53,590.92	54,528.76	55,210.37
GROUP G	54,584.13	55,539.35	56,788.98	57,782.79	58,505.07
ANALYST/PROGRAMMER	55,191.89	56,157.75	57,421.30	58,426.17	59,156.50
SUPERVISOR/CO-ORD	55,648.78	56,622.64	57,896.65	58,909.84	59,646.21
FLEET/SUPPLY MANAGER	62,466.43	63,559.59	64,989.68	66,127.00	66,953.59
VIDEO & COMM.SUPERVISOR	65,822.78	66,974.68	68,481.61	69,680.04	70,551.04

* January 1, 2000 3.25%
 January 1, 2001 1.75%
 July 1, 2001 2.25%
 January 1, 2002 1.75%
 July 1, 2002 1.25%

**APPENDIX AA
SALARY SCHEDULE**

CLASSIFICATION		2000 01-12	2001 01-06	2001 07-12	2002 01-06	2002 07-12	
GROUP A	Step 1	26,065.04	26,521.18	27,117.90	27,592.47	27,937.37	
	Step 2	27,688.63	28,173.18	28,807.08	29,311.20	29,677.59	
	Step 3	29,312.22	29,825.18	30,496.25	31,029.93	31,417.80	
	Step 4	30,937.23	31,478.63	32,186.90	32,750.17	33,159.55	
GROUP B	Step 1	28,287.77	28,782.80	29,430.42	29,945.45	30,319.77	
	Step 2	29,369.69	29,883.661	30,556.04	31,090.77	31,479.41	
	Step 3	30,451.60	30,984.50	31,681.65	32,236.08	32,639.03	
	Step 4	31,532.07	32,083.88	32,805.76	33,379.87	33,797.11	
GROUP C	DATA ENTRY/SWITCHBOARD	Step 1	29,833.98	30,356.08	31,039.09	31,582.27	31,977.05
		Step 2	30,914.45	31,455.45	32,163.20	32,726.06	33,135.13
		Step 3	31,996.33	32,556.26	33,288.78	33,871.33	34,294.72
		Step 4	33,078.20	33,657.07	34,414.36	35,016.61	35,454.32
	C.R.SEC./PR D.ENTRY	Step 1	30,080.40	30,606.81	31,295.46	31,843.13	32,241.17
		Step 2	31,160.87	31,706.18	32,419.57	32,986.91	33,399.25
		Step 3	32,242.74	32,806.99	33,545.15	34,132.19	34,558.84
		Step 4	33,324.62	33,907.80	34,670.72	35,277.46	35,718.43
	CLERK-PLAN & RESEARCH	Step 1	30,327.83	30,858.59	31,552.91	32,103.08	32,506.39
		Step 2	31,407.28	31,956.91	32,675.94	33,247.77	33,663.36
		Step 3	32,489.16	33,057.72	33,801.52	34,393.04	34,822.95
		Step 4	33,571.03	34,158.53	34,927.09	35,538.32	35,982.55
	CLERK-MVC	Step 1	30,425.59	30,958.03	31,654.59	32,208.54	32,611.15
		Step 2	31,505.85	32,057.20	32,778.48	33,352.11	33,769.01
		Step 3	32,587.72	33,158.01	33,904.06	34,497.38	34,928.60
		Step 4	33,669.60	34,258.82	35,029.64	35,642.66	36,088.19
CLASSIFICATION		2000 01-12	2001 01-06	2001 07-12	2002 01-06	2002 07-12	
CLERK-EMER.S/33 GEN.OFF	Step 1	30,819.64	31,358.99	32,064.56	32,625.99	33,033.51	
	Step 2	31,900.11	32,458.36	33,188.67	33,769.48	34,191.59	
	Step 3	32,981.99	33,559.17	34,314.25	34,914.75	35,351.18	
	Step 4	34,063.86	34,659.98	35,439.83	36,060.03	36,510.78	
CLERK-PUB.C./22 GEN.OFF	Step 1	30,918.21	31,459.28	32,167.11	32,730.03	33,139.16	
	Step 2	31,998.67	32,558.65	33,291.22	33,873.82	34,297.24	
	Step 3	33,080.55	33,659.46	34,416.80	35,019.09	35,456.83	
	Step 4	34,162.43	34,760.27	35,542.38	36,164.37	36,616.42	
CLERK-FLEET/INS/TRAIN	Step 1	31,066.06	31,609.71	32,320.93	32,886.55	33,297.63	
	Step 2	32,146.52	32,709.09	33,445.04	34,030.33	34,455.71	
	Step 3	33,228.40	33,809.90	34,570.62	35,175.61	35,615.30	
	Step 4	34,310.28	34,910.71	35,696.20	36,320.88	36,774.89	

CLERK-IDENTIFICATION	Step 1	31,164.62	31,710.00	32,423.48	32,990.89	33,403.28
	Step 2	32,245.09	32,809.38	33,547.59	34,134.67	34,561.35
	Step 3	33,326.97	33,910.19	34,673.17	35,279.95	35,720.95
	Step 4	34,408.84	35,011.00	35,798.74	36,425.22	36,880.54
CLERK-COMM.SERV/33 FLOA	Step 1	31,312.47	31,860.44	32,577.30	33,147.40	33,561.74
	Step 2	32,392.94	32,959.81	33,701.41	34,291.18	34,719.82
	Step 3	33,474.81	34,060.62	34,826.99	35,436.46	35,879.42
	Step 4	34,556.69	35,161.43	35,952.57	36,581.73	37,039.01
CLERK-CIB R/M C.FIRE/TRA	Step 1	31,558.89	32,111.17	32,833.67	33,408.26	33,825.86
	Step 2	32,639.35	33,210.54	33,957.78	34,552.04	34,983.94
	Step 3	33,721.23	34,311.35	35,083.36	35,697.31	36,143.53
	Step 4	34,803.11	35,412.16	36,208.93	36,842.59	37,303.12
CLERK-CIB	Step 1	31,657.45	32,211.46	32,936.21	33,512.60	33,931.51
	Step 2	32,737.92	33,310.83	34,060.32	34,656.38	35,089.59
	Step 3	33,819.79	34,411.64	35,185.90	35,801.66	36,249.18
	Step 4	34,901.67	35,512.45	36,311.48	36,946.93	37,408.77
CLASSIFICATION		2000 01-12	2001 01-06	2001 07-12	2002 01-06	2002 07-12
CLERK-COURT/11 CIB FIRE	Step 1	31,805.30	32,361.89	33,090.04	33,669.11	34,089.97
	Step 2	32,885.77	33,461.27	34,214.15	34,812.89	35,248.05
	Step 3	33,967.64	34,562.08	35,339.72	35,958.17	36,407.65
	Step 4	35,049.52	35,662.89	36,465.30	37,103.44	37,567.24
GROUP D	Step 1	31,845.29	32,402.58	33,131.64	33,711.44	34,132.83
	Step 2	32,925.76	33,501.96	34,255.76	34,855.23	35,290.92
	Step 3	34,007.70	34,602.83	35,381.39	36,000.57	36,450.58
	Step 4	35,089.58	35,703.65	36,506.98	37,145.86	37,610.18
GROUP E	Step 1	35,961.74	36,591.07	37,414.37	38,069.12	38,544.98
	Step 2	37,043.65	37,691.91	38,539.98	39,214.43	39,704.61
	Step 3	38,124.12	38,791.29	39,664.09	40,358.21	40,862.69
	Step 4	39,206.03	39,892.13	40,789.70	41,503.52	42,022.32
22/23 DIVISION CLERK	Step 1	33,530.43	34,117.22	34,884.85	35,495.34	35,939.03
	Step 2	34,658.78	35,265.31	36,058.77	36,689.80	37,148.43
	Step 3	35,786.89	36,413.16	37,232.45	37,884.02	38,357.57
	Step 4	36,915.23	37,561.25	38,406.37	39,078.48	39,566.97
GROUP F	Step 1	41,435.94	42,161.07	43,109.69	43,864.11	44,412.41
	Step 2	45,517.85	43,261.91	44,235.31	45,009.42	45,572.04
	Step 3	43,598.34	44,361.31	45,359.44	46,153.23	46,730.15
	Step 4	44,680.25	45,462.16	46,485.05	47,298.54	47,889.77
PROGRAMMER/ANALYST	Step 1	51,111.37	52,005.82	53,175.95	54,106.53	54,782.87
	Step 2	52,193.28	53,106.67	54,301.57	55,251.84	55,942.49
	Step 3	53,275.27	54,207.59	55,427.26	56,397.24	57,102.20
	Step 4	54,355.66	55,306.89	56,551.29	57,540.94	58,260.20
BY-LAW OFFICER/LEAD MECHANIC	Step 1	48,264.14	49,108.76	50,213.71	51,092.45	51,731.10
	Step 2	49,346.25	50,209.81	51,339.53	52,237.97	52,890.95
	Step 3	50,428.36	51,310.86	52,465.35	53,383.50	54,050.79

	Step 4	51,510.23	52,411.66	53,590.92	54,528.76	55,210.37
CLASSIFICATION		2000 01-12	2001 01-06	2001 07-12	2002 01-06	2002 07-12
GROUP G	Step 1	51,338.39	52,236.82	53,412.14	54,346.86	55,026.19
	Step 2	52,420.29	53,337.65	54,537.75	55,492.16	56,185.81
	Step 3	53,502.21	54,438.50	55,663.37	56,637.48	57,345.45
	Step 4	54,584.13	55,539.35	56,788.98	57,782.79	58,505.07
ANALYST/PROGRAMMER	Step 1	51,947.59	52,856.68	54,045.95	54,991.75	55,679.15
	Step 2	53,029.51	53,957.53	55,171.58	56,137.08	56,838.79
	Step 3	54,111.41	55,058.36	56,297.18	57,282.38	57,998.41
	Step 4	55,191.89	56,157.75	57,421.30	58,426.17	59,156.50
SUPERVISOR/CO-ORD	Step 1	52,775.18	53,698.74	54,906.97	55,867.84	56,566.16
	Step 2	53,733.53	54,673.87	55,904.03	56,882.35	57,593.38
	Step 3	54,691.88	55,648.98	56,901.09	57,896.85	58,620.56
	Step 4	55,648.78	56,622.64	57,896.65	58,909.84	59,646.21
FLEET/SUPPLY MANAGER	Step 1	59,520.99	60,562.61	61,925.26	63,008.96	63,796.57
	Step 2	60,551.17	61,610.81	62,997.06	64,099.51	64,900.75
	Step 3	61,509.51	62,585.93	63,994.11	65,114.01	65,927.93
	Step 4	62,466.43	63,559.59	64,989.68	66,127.00	66,953.59
VIDEO & COMM. SUPERVISOR	Step 1	62,578.49	63,673.61	65,106.27	66,245.63	67,073.70
	Step 2	63,660.39	64,774.45	66,231.87	67,390.93	68,233.32
	Step 3	64,740.88	65,873.84	67,356.01	68,534.74	69,391.42
	Step 4	65,822.75	66,974.68	68,481.61	69,680.04	70,551.04



Temporary employees shall be paid at the "start rate" for the position held.

The above salary schedules are subject to payment schedules as set out in the Pay Equity Plan, including increment steps and red-circling as identified in that plan.

APPENDIX B

CURRENT JOB TITLE	SUPERVISOR	LOCATION
GROUP B		
Filing/Search Clerk	Records Supervisor	Central Records HQ
Messenger	Communications Supervisor	Communications HQ
Receptionist	Records Supervisor	Central Records HQ
GROUP C		
Casino Patrol Unit Clerk	Officer I/C Casino Unit	Casino Unit 22 Division
Central Records Data Entry Clerk	Records Supervisor	Central Records HQ
Central Records Secretary	Records Manager	Central Records HQ
Community Services Clerk	Officer I/C Community Services	Community Services HQ
Court Clerk	Officer I/C Court Services	Central Courts HQ
Detective Office Clerk	Officer I/C Detective Office	#11 Division
Detective Office Clerk	Officer I/C Detective Office	#22 & 33 Divisions
Detective Office Receptionist Clerk	Officer I/C Detective Office	#11 Division
Emergency Services Clerk	Officer I/C Emergency Services	Emergency Services HQ
Equipment Clerk	Officer I/C Supply & Purchasing	Supply & Purchasing QMS
Fleet Maintenance Unit Assistant	Fleet Supervisor	Fleet Maintenance Unit QMS
General Office Clerk	Officer I/C	#11 & 22 Divisions
Human Resources Clerk	Human Resources Manager	Human Resources HQ
Insurance Clerk	Records Supervisor	Central Records HQ
Intelligence Clerk	Officer I/C Intelligence Unit	Intelligence Unit HQ
Inventory Clerk	Officer I/C Supply & Purchasing	Supply & Purchasing QMS
MVC Clerk	Records Supervisor	Central Records HQ
Planning & Research Clerk	Officer I/C Planning Unit	Planning & Research Unit HQ
Public Complaint Clerks	Officer I/C Policing Standards	Policing Standards HQ
Recruiting Clerk	Officer I/C Recruiting Unit	Recruiting Unit HQ
Switchboard Operator	Communications Supervisor	Communications HQ
CURRENT JOB TITLE	SUPERVISOR	LOCATION
GROUP D		
Central Court/; Lead Clerk	Officer I/C Court Services	Central Courts HQ
Charged Persons Clerk	Records Supervisor	Central Records HQ
Court Services Administration Clerk	Officer I/C Court Services	Court Services HQ
Detective Office, Lead Clerk	Officer I/C Detective Office	#33 Division
Detective Office, Lead Clerk	Officer I/C Detective Office	#11 Division
Divisional Supply Clerk	Officer I/C Division Admin	#11, 22 & 33 Divisions
Forensic Services Unit Clerk	Officer I/C Forensic Services Unit	Forensic Services Unit HQ
Freedom of Info/Privacy Clerk	FOI Coordinator	Special Projects HQ
Licensing Clerk	Issuer of Licences	Administration Services HQ
Major Crime Clerk	Officer I/C Major Crime Unit	Major Crime Unit HQ
Property Clerk	Officer I/C Divisional Administration	#11, 22 & 33 Divisions
Purchasing/Stores Clerk	Officer I/C Fleet & Supply	Purchasing/Stores Unit HQ
Reader	Records Supervisor	Central Records HQ
Traffic Unit Clerk	Officer I/C Traffic Unit	Traffic Unit HQ
GROUP E		
Accounting Clerk	Finance Unit Coordinator	Finance Unit HQ
Accounts/Audit Clerk	Finance Unit Coordinator	Finance Unit HQ

Benefits Administrator	Human Resources Manager	Human Resources	HQ
Cell Security Officer	Court Services Supervisor	Court Services	HQ
Court Services Officer	Court Services Supervisor	Court Services	HQ
CPIC Audit Clerk	CPIC Supervisor	Central Records	HQ
CPIC Operator	CPIC Supervisor	Central Records	HQ
Crime Stoppers Coordinator	Officer I/C Community Services	Crime Stoppers	HQ
Division Clerk	Officer I/C Divisional Admin	#14, 23 & 32 Divisions	
Drug Control Officer	Officer I/C Intelligence Unit	Intelligence Unit	HQ
Equipment Support Technician	Information Systems Manager	Information Systems	HQ
Front Desk Clerk	Officer I/C Divisional Admin	#11, 22 & 33 Divisions	
Payroll Clerk	Finance Unit Coordinator	Finance Unit	HQ
CURRENT JOB TITLE	SUPERVISOR	LOCATION	
GROUP E,			
<i>cont'd</i>			
Personnel Clerk	Human Resources Manager	Human Resources	HQ
Planning & Research Technician	Officer I/C Planning Unit	Planning & Research Unit	HQ
Programmer/Operator	Information Systems Manager	Information Systems	HQ
Provincial Firearms Officers	Officer I/C Firearms Unit	Firearms Unit	HQ
Secretary, Divisional Commander	Inspector I/C	#11, 22 & 23 Divisions	
Secretary, Divisional Commander	Inspector I/C	Support & Administrative Services	HQ
Service Advisor/Trainer	Information Systems Manager	Information Systems	HQ
Sexual Assault/Child Abuse Unit Clerk	Officer I/C Sexual Assault/Child Abuse Units	Child Abuse Unit	HQ
Sub-Division Property Clerk	Officer I/C Divisional Administration	#14, 23 & 32 Divisions	
U.C.R. Clerk/Stats	Records Supervisor	Central Records	HQ
ViCLAS Analyst Clerk	Officer I/C ViCLAS Unit	ViCLAS	HQ
Video Technician	Manager Video Unit	Video Unit	HQ
Warrants Clerk	Records Supervisor	Central Records	HQ
GROUP F			
Analyst/Programmer	Information Systems Manager	Information Systems	HQ
By-law Enforcement Officer	Officer I/C Administrative Services	Administrative Services	HQ
Communicator	Communications Supervisor	Communications	HQ
Identification Technician	Officer I/C Forensic Unit	Forensic Unit	HQ
Internet Specialist/Programmer	Information Systems Manager	Information Systems	HQ
Mechanic & Lead Mechanic	Fleet Supervisor	Fleet Maintenance	QMS
Network Administrator/Programmer	Information Systems Manager	Information Systems	HQ
Planner/Analyst	Officer I/C Planning Unit	Planning & Research Unit	HQ
GROUP G			
Communications Supervisor	Communications Manager	Communications	HQ
Court Escort Supervisor	Officer I/C Court Services	Court Unit	HQ
CPIC Supervisor	Records Manager	Central Records	HQ
Fleet Supervisor	Officer I/C Supply & Fleet Unit	Supply & Fleet	QMS
FOI Coordinator	Records Manager	FOI Unit	HQ
CURRENT JOB TITLE	SUPERVISOR	LOCATION	
GROUP G			
<i>cont'd</i>			
Network Operations Supervisor	Information Systems Manager	Information Systems	HQ
Radio Repair Technician	Communications Manager	Communications	HQ
Records Supervisor	Records Manager	Central Records	HQ
Systems Analyst/Programmer	Information Systems Manager	Information Systems	HQ
Video Producer	Video Unit Manager	Video Unit	
GROUP H			
Video Unit Manager	Officer I/C Training	Video Unit	

Communications Manager	Officer I/C Community Support	Community Support
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APPENDIX C ANNUAL AND STATUTORY LEAVE

Leave will be scheduled so that all civilian members who are working the day shift in accordance with Article 4 will have a minimum of two weeks (10 working days) in the prime vacation time, if they so desire.

Civilian members who are working the shift system as set out in Article 4 may take a minimum of two (2) complete shifts during the prime vacation time, if they so desire. To accomplish this, members with only two weeks (10 working days) annual leave may apply their statutory leave for any extra days necessary. This is subject to Clause "F".

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. Civilian members with only two weeks (10 working days) annual vacation will be allowed to take the two (2) weeks consecutively, or to split the two (2) weeks only once, at the option of the member.
- C. Statutory leave, when applicable, and any annual leave 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 and annual leave must be completed by December 31 in any year, except for any unusual circumstances. If under these unusual or mitigating circumstances, then only with the approval of the Chief of Police.
- E. So as not to impair the efficient operation of the Service, Divisions, Sub-Divisions, Branches and Departments of eight civilian personnel or less are allowed to have only one civilian member off on annual or statutory leave at any one time. Divisions, Sub-Divisions, Branches and Departments of nine (9) to sixteen (16) civilian members are allowed to have two (2) civilian members off on annual or statutory leave at any one time.

Divisions, Sub-Divisions, Branches and Departments of seventeen (17) to twenty-four (24) civilian personnel are allowed to have three (3) civilian members off on annual or statutory leave at any one time.

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

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

APPENDIX C ...
ANNUAL AND STATUTORY LEAVE

F. In applying the above-mentioned clauses, supervisors scheduling annual and statutory leave for civilian personnel should take into consideration the civilian member's seniority wherever applicable. Seniority will permit all members to request two weeks or two complete shifts off in the first instance. Then this cycle would commence again on the basis of seniority and work from the member with the greatest seniority to the member with the least seniority, until all Annual Vacation and Statutory Holidays have been scheduled.

In the event that two or more members of equal seniority apply for the same annual leave time, the Division 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.

G. Once the schedules of annual and statutory leave have been sent to Administration they may not be changed, except with the consent of the Chief of Police or, in the case of transfers, if they are necessary, then only with the approval of the civilian member concerned.

H. Civilian members, other than those defined in Clause F, are to arrange their annual leave and statutory leave in such a manner as to not impair the efficient operation of the Service, but in any event, all annual and statutory leaves are to be completed prior to December 31 in any year unless otherwise agreed to by the Chief of Police.

I. Annual and Statutory Leave schedules, wherever practicable, are to be made by the Supervisor in charge of the particular Division, Detachment or Bureau, or his/her designee, and then submitted to the Deputy Chief of Administration by the 15th day of December of the previous year.

J. All of the above-mentioned clauses are, of course, subject to the exigencies that may exist at any time and are subject to change depending upon such exigencies.

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 "AA", 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 AA) 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 AA. 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 AA. Pay for such acting classification shall commence on the sixteenth (16th) day at the higher rate.

APPENDIX E INCOME REPLACEMENT PLAN

SHORT TERM DISABILITY

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

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

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

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

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

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

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

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

INTEGRATION OF BENEFITS

If you are disabled, the weekly payments under this plan will be reduced by the amount of any Periodic Payments you are entitled to apply for and receive with respect to the disability under the *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.

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.

APPENDIX E
INCOME REPLACEMENT PLAN
SHORT TERM DISABILITY ...

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

APPENDIX E
INCOME REPLACEMENT PLAN
LONG TERM DISABILITY

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.

TERMINATION OF BENEFIT

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

AMOUNT OF DISABILITY INCOME BENEFIT

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

MAXIMUM PAYMENT PERIOD

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

DEFINITION OF TOTAL DISABILITY

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

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

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

AMOUNT OF DISABILITY INCOME

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

MAXIMUM PAYMENT PERIOD

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

QUALIFYING PERIOD

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

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

APPENDIX E
INCOME REPLACEMENT PLAN

LONG TERM DISABILITY

REHABILITATION PROVISION

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

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

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

INTEGRATION OF BENEFITS

If you are disabled, the monthly payments under this plan will be reduced by the amount of any Periodic Payments you are entitled to apply for and receive with respect to the disability under any *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.

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

LIMITATIONS

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

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

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

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

APPENDIX E
INCOME REPLACEMENT PLAN

LONG TERM DISABILITY

HOW TO MAKE A CLAIM

Claim forms are available from the Personnel Office.

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

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

TIME ALLOWANCE FOR SUBMISSION OF CLAIMS

Benefits will be paid to you monthly in arrears.

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

CONTINUATION OF BENEFITS AFTER TERMINATION OF THE PLAN

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

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

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

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

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

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

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 and Appendix E provisions.

5 SHIFT PREMIUMS

5.01 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 and Appendix E provisions.

8 SICK LEAVE

Shall provide the same as the present Uniform Branch Article 11 and Appendix E provisions, excluding Articles 11.16 and 11.17.

9 ANNUAL VACATIONS & APPENDIX C

Shall provide the same as the present Uniform Branch Article 12 and Appendix E provisions.

10 STATUTORY HOLIDAYS

Shall provide the same as the present Uniform Branch Article 12 and Appendix E provisions.

15 MEAL ALLOWANCE

Shall provide the same as the present Uniform Branch Article 23 and Appendix E provisions.

25 ACTING CLASSIFICATIONS

Shall provide the same as the present Uniform Branch Article 7 and Appendix E provisions.

APPENDIX G
JOB SHARE 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 using a prescribed form to the Chief through the member's Divisional Commander, and the Chief shall forward copies of the application forthwith to the Director of Human Resources and the Administrator of the Association, and the application shall include the names of both proposed participants.
- 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.

APPENDIX G
JOB SHARE AGREEMENT

- 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.

APPENDIX G
JOB SHARE AGREEMENT

- 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.

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.

APPENDIX G
JOB SHARE AGREEMENT

- 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.

**APPENDIX G
JOB SHARE AGREEMENT**

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.

**APPENDIX G
JOB SHARE AGREEMENT**

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.

Niagara Regional Police Service

signed _____ 2001

**Regional Municipality of Niagara
Police Services Board**

signed _____ 2001

Niagara Region Police Association

signed _____ 2001

LETTER OF INTENT
ACTING CLASSIFICATIONS

All acting classifications where practicable shall be distributed on an equitable basis to qualified individuals, subject to the exigencies of the Force.

	NIAGARA REGIONAL BOARD OF COMMISSIONERS OF POLICE		NIAGARA REGION POLICE ASSOCIATION
per	_____	per	_____
	D.R. Taylor		E.R. Johnson
per	_____	per	_____
	J.R. Hanrahan		P. Ruch
per	_____		
	L.J. Quattrini		

Executed at the City of St. Catharines, this 27th day of June, 1986.

**LETTER OF UNDERSTANDING
MANAGEMENT/ASSOCIATION COMMITTEE - STAFFING**

BETWEEN:

NIAGARA REGIONAL BOARD OF COMMISSIONERS OF POLICE

and

NIAGARA REGION POLICE ASSOCIATION

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

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

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

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
D.R. Taylor

per _____
E.R. Johnson

per _____
J.R. Hanrahan

per _____
P. Ruch

per _____
L.J. Quattrini

Executed this 24th day of November, 1989.

LETTER OF UNDERSTANDING

ANNUAL AUDIT

BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD

AND

NIAGARA REGION POLICE ASSOCIATION

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

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
T.Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994.

LETTER OF UNDERSTANDING

EDUCATIONAL REQUIREMENTS

BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD

AND

NIAGARA REGION POLICE ASSOCIATION

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

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
T.Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994

LETTER OF UNDERSTANDING

WORKOUT SPACE

BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD

AND

NIAGARA REGION POLICE ASSOCIATION

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

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
Stan Pettit

per _____
Doug Allan

per _____
T.Roy Adams

per _____
Mike Pratt

per _____

Executed this 13th day of January, 1994

LETTER OF UNDERSTANDING
EDUCATIONAL REQUIREMENTS
TEMPORARY EMPLOYEES POOL

BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD

AND

NIAGARA REGION POLICE ASSOCIATION

The parties agree that the Board will accept the Niagara College Grade 12 equivalency test in respect of temporary employees who were members of the temporary employees pool of the Service on January 1st, 1993 on the following terms and conditions:

- a. the cost of the upgrading and testing is to be borne by the employee, and
- b. acceptance of the said standards by the Board shall only apply in respect of an initial hiring of such temporary employee as a full time member of the Service, and thereafter, the normal educational requirements of the Service from time to time shall apply without change to such employee.

NIAGARA REGIONAL BOARD OF
COMMISSIONERS OF POLICE

NIAGARA REGION
POLICE ASSOCIATION

per _____
M. Snowling

per _____

per _____

per _____

per _____

LETTER OF UNDERSTANDING

EXCEPTIONS REPORT

BETWEEN :

NIAGARA REGIONAL POLICE SERVICES BOARD

- and -

NIAGARA REGION POLICE ASSOCIATION

Provided that the provision of an exceptions report as defined below shall not cause undue hardship on the employer in terms of staff time required to prepare the report, or other costs associated with the report, the Board agrees to provide an exceptions report to the Association, and for the purposes of this Letter of Understanding, an exceptions report means a report showing the particulars of any employee whose treatment in respect of any financial matter contained on the list normally given to the Association by the employer for a given pay period has changed from the immediately prior pay period, and further, the employer shall continue to provide the present data.

NIAGARA REGION
POLICE ASSOCIATION

NIAGARA REGIONAL
POLICE SERVICES BOARD

per _____
"R. Frayne"

per _____
"T.Roy Adams"

per _____
"M. Pratt"

per _____
"Wendy Southall"

Executed this 13th , day of June , 1996

LETTER OF UNDERSTANDING

COMMENCEMENT OF BENEFITS

BETWEEN :

NIAGARA REGIONAL POLICE SERVICES BOARD

- and -

NIAGARA REGION POLICE ASSOCIATION

The parties agree that the health benefits in respect of full time members commence on the effective date of appointment of such member.

NIAGARA REGION
POLICE ASSOCIATION

NIAGARA REGIONAL
POLICE SERVICES BOARD

per _____
"R. Frayne"

per _____
"T.Roy Adams"

per _____
"M. Pratt"

per _____
"Wendy Southall"

Executed this 13th , day of June , 1996

LETTER OF UNDERSTANDING

PAY EQUITY

BETWEEN :

NIAGARA REGIONAL 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.

NIAGARA REGION
POLICE ASSOCIATION

NIAGARA REGIONAL
POLICE SERVICES BOARD

per _____
"R. Frayne"

per _____
"T.Roy Adams"

per _____
"M. Pratt"

per _____
"Wendy Southall"

Executed this 13th , day of June , 1996

LETTER OF UNDERSTANDING

STAFFING & DEPLOYMENT ISSUES (1999)

BETWEEN:

NIAGARA REGIONAL POLICE SERVICES BOARD

and -

NIAGARA REGION POLICE ASSOCIATION

The parties agree to the formation of a staffing committee to be composed of equal numbers of Board and Association representatives to a maximum of three each, plus Board representatives, if the Board so wishes.

The parties acknowledge that this Letter of Understanding, and the committee and its functions are separate and apart from the rights and obligations of either party pursuant to the Collective Agreement.

The parties acknowledge that staffing issues are not Collective Agreement issues, that they are not grievable, and that an arbitrator has no jurisdiction to deal with staffing issues.

Niagara Region Police Association

Niagara Regional Police Services Board

per _____ per
R. Frayne, A/Administrator

S. Cordiner, Chairperson

per _____ per
P. DiSimoni, A/President

W. Southall, Board Administrator

Executed this day of _____, 1999

LETTER OF UNDERSTANDING

JOB RECLASSIFICATION (2000)

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

All bargaining proposals of the Association and the Board **relating to job reclassification** made during the 2000 Collective Agreement negotiations shall be referred to a committee for resolution. If no agreement is reached through the committee structure within a reasonable time, either party is entitled to proceed to arbitration in respect of any or all of those issues.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

A. Magnacca, Vice Chairperson

R. Gordon, Director

M. Brickell, Member

L. Richard, Director

V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member



D. Morton, Administrator

LETTER OF UNDERSTANDING

PAY STUBS (2000)

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

Provided that the Corporation of the Regional Municipality of Niagara can supply this information without significant time or expense, the Board agrees that the pay stubs of members shall contain particulars of the payments being made to the member including overtime.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

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V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING

PROMOTIONAL PROCESS (2000)

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties acknowledge that the current promotional process was developed by a joint management/Association/Board committee and that the process shall not be amended except by a committee of similar composition, and that the Board shall amend its promotional policy forthwith to reflect this agreement concerning amendments to the policy.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

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L. Richard, Director

V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING

SPECIAL DUTIES (2000)

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The Association shall develop and provide to the Chief for his consideration a process to ensure that all special duties shall be shared on an equitable basis. Once approved, the process will be administered by management in accordance with Article 25.06.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

A. Magnacca, Vice Chairperson

R. Gordon, Director

M. Brickell, Member

L. Richard, Director

V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member



D. Morton, Administrator

LETTER OF UNDERSTANDING

SPECIAL LEAVE (2000)

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

All bargaining proposals of the Association and of the Board relating to Special Leave made during the 2000 Collective Agreement negotiations shall be referred to a committee for resolution. If no agreement is reached through the committee structure within a reasonable time, either party is entitled to proceed to arbitration in respect of any or all of those issues.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

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V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING

JOB POSTINGS (2000)

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

Subject to the Chief's right to deploy members in accordance with the needs of the Service, the parties agree that permanent specialty positions shall be posted.

Subject to the needs of the Service, and subject to management's right to delete a position, it is agreed that vacant permanent positions shall be filled as soon as practicable after becoming vacant.

Subject to the needs of the Service and subject to provisions of the promotional policy developed by the Association, the Board and the Service, the parties agree that acting ranks will be filled with a confirmed rank within sixty (60) days of the vacancy occurring.

The parties agree that a career development plan should be developed and management agrees that the career development officer of the Service shall consult with the Association in the development of such plan.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

A. Magnacca, Vice Chairperson

R. Gordon, Director

M. Brickell, Member

L. Richard, Director

V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING

MANAGEMENT ASSOCIATION MEETINGS (2000)

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree to resume and maintain management/Association meetings at least once monthly.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

A. Magnacca, Vice Chairperson

R. Gordon, Director

M. Brickell, Member

L. Richard, Director

V. Badawey, Member

M. McMullen, Director

W. Brunton, Member

S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING

SICK TIME ISSUES (2000)

B E T W E E N:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

All bargaining proposals of the Association and of the Board relating to sick time made during the 2000 Collective Agreement negotiations shall be referred to a committee for resolution. If no agreement is reached through the committee structure within a reasonable time, either party is entitled to proceed to arbitration in respect of any or all of those issues.

NIAGARA REGION POLICE ASSOCIATION

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POLICE SERVICE BOARD**

R. Frayne, CAO

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S. MacLeod, Director

L. Iggulden, Member

C. Leach, Member

D. Morton, Administrator

LETTER OF UNDERSTANDING
JOB SHARING AGREEMENT

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The job sharing agreement attached to this Letter of Understanding shall remain in effect during the term of this contract.

NIAGARA REGION POLICE ASSOCIATION

**REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICE BOARD**

R. Frayne, CAO

B. Muir, Chairperson

M. Gamble, President

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