



SOURCE	Police Force		
EFF.	92	01	01
TERM.	92	12	31
No. OF EMPLOYEES	29		
NOMBRE D'EMPLOYES	29		



# COLLECTIVE AGREEMENT

**Regional Municipality  
of Niagara  
Police Services Board  
- and -  
Niagara Regional Police  
Senior Officer's Association**

**January 1, 1992 - December 31, 1992**

25 1993

09706001

# **1992 SENIOR OFFICERS WORKING AGREEMENT**

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Senior Officers Working Agreement

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THIS AGREEMENT made this 1st day of December, 1992

**BETWEEN:**

**NIAGARA REGIONAL POLICE SERVICES BOARD**

hereinafter called the "BOARD"  
of the **FIRST PART**

and

**NIAGARA REGIONAL POLICE  
SENIOR OFFICERS ASSOCIATION,**

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 the parties hereto have reached an Agreement with respect to the above mentioned matters for the period JANUARY 1, 1992 to DECEMBER 31, 1992.

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

**ARTICLE 1 - INTERPRETATION AND APPLICATION**

1.01 In this Agreement-

(a) "Senior Police Officer" means an officer holding the rank of Inspector, Staff Inspector, Superintendent and Staff Superintendent.

(b) "Civilian Senior Officer" means a civilian defined by Section 114 of the Police Services Act, R.S.O. 1990.

**ARTICLE 2 - RECOGNITION AND SCOPE**

2.01 The Board hereby recognizes the Association as the sole collective

bargaining agent for all Senior Officers of the Police Force of the Regional Municipality of Niagara, save and except for the Chief of Police and the Deputy Chiefs of Police.

**2.02** The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board or any of its representatives with respect to any member of the Senior Officers Association because of his/her membership or connection with the Association.

**2.03** The Association agrees that there will be no intimidation, interference or coercion exercised or practised upon members of the Senior Officers by any of its members or representatives.

### **ARTICLE 3 - SALARIES**

**3.01** The Annual Salary of each member of the Senior Officers' Association for the year 1992 shall be made in accordance with Appendix "A" and made part of this Agreement.

**3.02** The Niagara Police Board agrees that the salaries shall be paid to the members of the Association weekly, and such weekly pay period will be on Thursday of each week.

**3.03** The annual salary for new hires shall be made in accordance with Appendix D.D.

### **ARTICLE 4 - ASSOCIATION DUES**

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

### **ARTICLE 5 - RECLASSIFICATION OR NEW RANK**

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

## **ARTICLE 6 - HOURS OF DUTY**

**6.01** A normal work week for Senior Police Officers covered by this Agreement shall consist of forty (40) hours comprised of five (5) eight (8) hour days in which the majority of scheduled hours are between 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive. This excludes those Senior Police Officers assigned as Duty Officers whose hours of duty are covered in Appendix "E" and forms part of this Agreement. Each Senior Police Officer, while on his/her eight (8) hour duty shift shall have therein, a rest and lunch period of one (1) hour, subject to call in the event of an emergency. Lunch or rest periods not taken as a result of work commitment shall be paid at straight time.

**6.02** The normal work week for Civilian Senior Officers shall consist of five (5) eight (8) hour days with one (1) hour for a rest or lunch period from Monday to Friday inclusive. The normal day will be one in which the majority of scheduled hours are between 9:00 am. and 5:00 p.m.

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

**6.04** Any request for a change in days off or duties must be approved by the Chief of Police or his/her designee. "Designee" means a Deputy Chief of Police or a Divisional Commander.

**6.05 (a)** Each Civilian Senior Officer is to receive five (5) days leave with pay in each year in lieu of overtime, shift premiums, emergency and call back duty, standby duty and court allowance. These days are to be taken in time or cash at the option of the member.

**6.05 (b)** Prior to January 15 of each calendar year each civilian member covered by this agreement must indicate in writing his/her decision to accept the provisions as set out in Article 6.05 (a) above or, in the alternative, to accept the established rates of pay for each individual claim for overtime (Article 7), shift premiums (Article 10), emergency and call back duty (Article 9), standby duty (Article 11) and court allowance (Article 9).

**6.06** Effective September 18, 1989, to ensure that no member has been scheduled to work more or less than 2,080 hours in a calendar year, the Board shall authorize an annual audit of each member's work schedule. Such audit is to be completed by December 31st of each year. Each member shall be advised of his/her credit or debit by not later than January 31st of the ensuing year and arrangements will be made with his/her immediate supervisor to be credited or debited accordingly. This provision applies only to those members who have worked a Compressed Work Week during the course of the calendar year and "debits" and "credits" are those that arise directly as a result of working such system.

## **ARTICLE 7 - OVERTIME**

**7.01** Overtime shall mean all hours worked in excess of a regular tour of

duty, and shall be paid for at time and one-half (1-1/2) for all **such** hours worked, **save** and except as **otherwise** expressly provided for in this Agreement.

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

**7.03** Effective January 1, 1989, overtime and court time as **set** out in Article 1.4 shall be paid for in **cash** or by cheque calculated **at** the overtime rate or court time rate, at the option of the Senior Police Officer of the Association who has worked such overtime or court time. Payment in cash or by cheque shall be paid to the Senior Police Officer on a bi-weekly basis, unless such Senior Police Officer shall have indicated by a notice in writing at the end of the two week period to **the** Chief Administrative Officer that **he/she** elects to take time off in lieu thereof, in which case the date upon which the time off shall be taken shall be determined on mutual agreement between the Senior Police Officer and the Chief of Police or his/her designee subject to the provisions of Section 7.04.

**7.04** The year shall be divided into quarters, and when a Senior Police Officer has worked any overtime or court time during any quarter and wishes to take any portion thereof by way of time off, **he/she** shall do so during such quarter provided **however** that regardless of the amount of overtime or court time worked by any Senior Police Officer during any quarter his/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 officer shall be required to take time off in lieu of pay for accumulated overtime or court time without his/her consent.

**7.05** Overtime worked and paid for in cash or by cheque shall be computed at an hourly rate based on the annual salary of the Senior Police Officer 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.

**7.06** Any Senior Police Officer member of the Association covered by this Agreement who has worked overtime, may designate such overtime to a Special Overtime Bank. This Overtime Bank shall **not exceed** twenty-four (24) overtime hours (thirty-six (36) regular hours) at any given time, but may be replenished by the Senior Police Officer. The Special Overtime Bank shall not be subject to the provisions of Articles 7.03, 7.04, and 7.05, and can only be taken by the Senior Police Officer as time off, at the discretion of the Chief of Police.

## **ARTICLE 8 - ACTING RANKS**

**8.01** Any member of the Association covered by this Agreement who is required to perform the duties of a higher rank or a position with a higher rate of pay shall thereafter receive the salary at the start rate of the higher rank or classification for the total number of days worked in this capacity. Pay for such acting rank or

position shall commence on the first day of the acting rank or position. Any member who **serves** in an **acting** capacity for a higher rank will be credited with time served, commencing on the first day worked in such capacity.

**8.02** All time served in such acting capacity **will be** accumulative and credited for advancement into the next salary step when sufficient credits are accumulated.

**8.03** When a member is promoted, all time served in an acting rank capacity in the rank to which **he/she** is promoted, **will** be credited and qualify the member to be advanced through the salary step scale in accordance with the number of credits accumulated.

## **ARTICLE 9 - EMERGENCY AND CALL-BACK DUTY**

**9.01** Each Senior Police Officer who has completed **his/her** regular tour of **duty and left** the place where **his/her** regular tour **of duty is terminated** and who is required to report for **duty** due to an emergency or **impending** emergency, as determined by the Chief or **his/her** designee, shall be paid at overtime rates and in any such event shall **be** paid not **less** than three (3) hours at overtime rates. **It** is also agreed that where a Senior Police Officer is required to report for an emergency while on **his/her** lunch hour, or **where** a Senior Police Officer is required to remain on duty after the **completion** of **his/her** normal tour of **duty** and **is** required to report for an emergency, this clause shall not apply.

**9.02** Each Senior Police Officer who has completed **his/her** regular tour of duty and left the place where **his/her** regular tour **of duty is terminated**, and is called back and reports for duty prior to the **beginning** of **his/her** next tour, shall be **paid** at overtime rates for time **worked** prior to such tour in any such event shall **be** paid **not** less than three (3) hours at overtime rates. **This** provision shall not apply where the Senior Police Officer has been notified of the callback, including where there is a planned change in work schedules to meet staffing requirements.

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

## **ARTICLE 10 - SHIFT PREMIUMS**

**10.01** Senior Police Officers of the Association who are required to work shifts will **be** paid a premium as follows:

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

(b) For all work performed on a night shift, there shall be a **premlum** of thirty cents (**\$.30**) per hour. The night shift is defined as a regular tour of duty in which the majority of the hours worked fall between twelve o'clock (**12:00**) midnight and eight (**8:00**) am.



**ARTICLE 11 - STAND-BY DUTY**

**11.01** Each Senior Police Officer ~~or each~~ Civilian member covered by this Agreement who opts for ~~payments~~ of individual claims as set out in Article 6.05 who is directed to stand by ~~for~~ duty, while off duty, ~~for any reason~~, shall be paid at the rate ~~of three (3) hours for each twenty-four (24) hours or part thereof until notified to stand down.~~ Payment for such standby time shall be paid to the member on a ~~bi-weekly~~ basis.

**ARTICLE 12 - SICK LEAVE**

**12.01** 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.

**12.02** Any member who is off sick, shall nevertheless be deemed to be on active ~~service~~ for the purpose of this section only, but those member8 ~~on~~ such leave shall not be entitled to Court Time.

**12.03** The days of sick leave unless ~~ved~~, shall be ~~accumulative~~, with no maximum.

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

**12.05** 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 his/her credit, but payment for such leave shall not in any event exceed one-half ~~of~~ his/her yearly salary at the current rate of pay.

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

**12.07** Any member covered by this Agreement who is ~~dismissed~~ for cause shall forfeit all accumulated sick leave standing to his/her credit.

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

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

**12.10** The current daily rate of pay mentioned in the provisions of this Article

of this Agreement shall be computed by dividing the amount of the member's yearly salary in effect at the date of his/her retirement or resignation, by two hundred and sixty (260).

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

**12.12** A member who, on account of illness or injury is absent from work for ten (10) or more consecutive working days or thirty (30) or more accumulative working days in a calendar year may be required to submit, and if required, will submit a completed physician's report to the Chief of Police 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 Chief of Police to report to the 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 during the period of illness or absence under the Agreement in the following instances:

(i) Failure to submit an attending physician's report without reasonable excuse;

(ii) Without reasonable excuse, fail to report to the Board's physician or specialist as above on the date set by the Board for examination;

(iii) A determination by the member's own physician or the independent physician or specialist that the member is able to resume work immediately.

The member consents that all medical information or reports, x-rays, etc., relating to his/her medical condition for which he/she is absent 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 (\$50.00) dollars (effective September 26, 1991). 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 Chief of Police or his/her designee.

It is further agreed that none of the information accumulated will be used for the purposes of Section 27(a) of Regulation 791 of the Police Act of Ontario, R.S.O. 1980, Chapter 381 as amended.

**12.13** Effective September 18, 1989, 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.

**12.14** The Board will ensure no loss of annual leave for members who, on account of illness or injury are absent from work. Such annual leave may be paid for by cheque or by re-scheduling of the annual leave time at the members' option. Within one (1) week of the member's return, the member and the Chief of Police or his/her 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 12 months or more shall not thereafter be entitled to accrue Annual or Statutory Leave for any period of absence beyond the 12 months. In the year a member returns to duty he/she will receive his/her full leave entitlement for that year.

**12.15** Effective September 18, 1989, 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.

**12.16** Provisions 12.01 through 12.15 inclusive shall apply to all Civilian Senior Officers of the Force, who commenced their employment with the Force prior to July 10, 1990. These provisions shall not be subject to change in any way, at any time, without approval in writing of a clear two-thirds (2/3) majority of the members eligible to participate in the provisions as herein established.

**12.17** Provisions 12.01 through 12.15 inclusive shall apply to all Police Senior Officers of the force who commenced their service prior to January 1, 1990. These provisions shall not be subject to change in any way, at any time, without approval in writing of a clear two-thirds (2/3) majority of the members eligible to participate in the provisions as herein established.

**12.18** All Police Senior Officers who commenced their service with the Force on or after January 1, 1990 will be enrolled in the Income Replacement Plan as provided for in "Appendix F" attached hereto.

**12.19** All Civilian Senior Officers who commenced their service with the Force on or after July 10, 1990 will be enrolled in the Income Replacement Plan as provided for in "Appendix F" attached hereto.

## **ARTICLE 13 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS**

**13.01** 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:

**13.02** All members with less than one (1) year of service shall receive vacation on the basis of the provisions of Article 13.03 but pro-rated according to his/her actual length of service up to a maximum of ten (10) working days.

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

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

**13.05** All members having completed ten (10) or more years of service shall receive twenty (20) working days (effective January 1, 1989).

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

**13.07** All members having completed twenty-five (25) or more years of service shall receive thirty (30) working days. (Effective 1993 vacation year, all members having completed twenty-three (23) or more years of service shall receive thirty (30) working days.)

**13.08** All members having completed thirty (30) or more years of service shall receive thirty-five (35) working days (effective January 1, 1989).

**13.09** Each member covered by this Agreement shall be granted, during the term of this Agreement in addition to the annual vacation, eleven (11) working days in lieu of statutory holidays and declared holidays. Effective January 1, 1989, in addition, each member shall be granted an additional floater day off upon mutual agreement with his or her Commander. Each member shall be paid at the rate of time and one-half for all hours worked on a statutory holiday.

**13.10** Each member covered by this Agreement shall be entitled to any new statutory or declared holidays.

**13.11** Annual Vacations and Statutory Holidays will be granted in accordance with Appendix "B" which forms part of this Agreement.

#### **ARTICLE 14 - COURT ALLOWANCE**

**14.01** Each member who is required to attend a Court Sitting as a witness while off duty, because of his/her duties and status as a Police Officer, shall be paid in cash or by cheque or by way of time off as set out in Articles 7.03 and 7.04 herein, a minimum of four and one half (4-1/2) hours pay in 1989 irrespective of the actual period of time which he/she is required to remain in Court. The four (4) 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 four (4) hours minimum, he/she shall be entitled to be paid at the rate of time and one-half for any period that he/she is required to remain in court for over four (4) hours.

**14.02** Effective January 1, 1990, each member of the force who is required to attend a court sitting as a witness while off duty, because of his/her duties and status as a police officer, shall be paid in cash or by cheque or by way of time off as set out in Articles 7.03 and 7.04 herein, a minimum of three (3) hours pay at time and one-half irrespective of the actual period of time which he/she is required to remain in court. The three (3) hour minimum shall apply for each court sitting. A court sitting shall mean a morning sitting, an afternoon sitting, or an evening sitting. Where a court sitting exceeds three (3) hours minimum, he/she shall be entitled to be paid at the rate of time and one-half for any period that he/she is required to remain in court for over three (3) hours.

**14.03** The hourly rate of pay shall be based on the annual salary of each member of the force affected, divided by 2,080, being the total annual regular hours of work. The provisions of this paragraph with respect to minimum payment shall not apply to a situation where a member attends Court during his/her regular tour of duty and is required to remain in Court after the time that his/her tour of duty is normally over, in which event he/she shall receive his/her 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.

**14.04** Effective January 1, 1989, 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.

**14.05** For the purposes of this provision, a morning sitting, an afternoon sitting, and an evening sitting shall be defined as follows:

Morning sitting	9.00 am. - 1.00 p.m.
Afternoon sitting	1.00 p.m. - 5.00 p.m.
Evening sitting	5.00 p.m. - 9.00 p.m.

**14.06** Each member 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/her duties and status as a Police Officer, shall be paid in cash or by cheque or by way of time off as set out in Articles 7.03 and 7.04 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/she is required to remain in Court. Where a Court sitting exceeds the four (4) hour minimum, he/she shall be entitled to be paid at the rate of double time for any period that he/she is required to remain in Court for over four (4) hours. The hourly rate of pay shall be based on the annual salary of each member of the Force affected, divided by 2,080, being the total annual regular hours of work.

**14.07** Effective September 26, 1991, 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.

**14.08** **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/her** Police duties.

**14.09** 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/her** Police duties, and who is required to use **his/her** own vehicle or provide **his/her** own transportation, shall be paid a mileage allowance of twenty-eight point eight (28.8¢) cents per kilometre, effective December **1, 1992**, and a meal allowance of ten (810.00) dollars 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).

**14.10** Each member required to attend court outside the Divisional area in which such member resides **and** is required to attend as a witness and give evidence as part of **his/her** Police duties in another Divisional area within the Niagara Regional area, and who is required to use **his/her** own vehicle or provide hisher own transportation, shall be paid a mileage allowance of twenty-eight point eight cents (28.8¢) per kilometre, effective December **1, 1992**, and a meal allowance of **ten** (\$10.00) dollars for each meal after four (4) hours attendance.

**14.11** **Payment** for such Court Allowance shall be on a **bi-weekly** basis.

**14.12** Mileage, meal allowances and accommodation costs shall be **paid** on claim.

**14.13** 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.

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

**14.15** A member who has retired from the Niagara Regional Police Force and is required to attend court as a result of former duties as a member of the Niagara Regional Police Force, 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).

## **ARTICLE 15 - SERVICE PAY**

**15.01** Each Senior Police Officer covered by this Agreement shall be granted a service bar for each period of five (5) years continuous service.

**15.02** Each service bar shall entitle the recipient to an allowance of seventy-five dollars (875.00) with no maximum.

**15.03** Such service pay is to become due on the anniversary date of the Senior Police Officer and shall be payable on the first pay period in the month of December in each year.

**ARTICLE 16 - MEDICAL, HOSPITAL AND DRUG**

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

**16.02** The Ontario Health Insurance Plan.

**16.03** Blue Cross for hospital care for semi-private coverage or equivalent.

**16.04** Drug prescription under Blue Cross prescription drug plan, subject to a deduction of two (\$2.00) dollars per prescription or equivalent. This benefit shall exclude all over-the-counter drugs.

**16.05** Extended Health Benefits under Blue Cross Extended Health Care Plan or equivalent with prosthetic appliances and durable medical equipment to a maximum of \$20,000. dollars 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 benefit shall also provide for para-medical coverage, which includes the following:

(a) Chiropractor, Osteopath, Podiatrist, Chiropodist, three hundred (\$300.00) dollars maximum per benefit year.

(b) Psychologist to a maximum of one thousand dollars (\$1,000.00) per benefit year, with no hourly fee cap or fee limitation for the first visit.

(c) Audio-Hearing Aids, three hundred (\$300.00) dollars maximum every three (3) years.

(d) Obus Back Supports.

(e) Blue Cross Out-of-Province Coverage to a maximum of seventy-five thousand (\$75,000.) per person per year (effective September 26, 1991).

**16.06** The Board shall pay one hundred (100%) per cent of the current premium costs to provide: (a) Blue Cross Dental Plan No. 9 or equivalent, (b) The O.D.A. fee schedule to be one year in arrears, (c) Dentures Rider to Senior Police Officers fifty (50%) per cent co-insurance, (no maximum), and (d) Orthodontia Rider to Civilian Senior Officers fifty (50%) per cent co-insurance, two thousand dollars (2,000) lifetime limit.

**16.07** Vision Care under Blue Cross (\$150. maximum - 24 months).

**16.08** The Board will continue to pay the premiums necessary to continue the insurance coverage provided by this Article (save and except 16.06 (B), (C), and 16.07) for members retiring from this Force at normal retirement date in the same manner as if their employment continued. This shall apply only to such members who shall retire or who have retired, on or after January 1, 1970 and before July 31, 1983.

**16.09** For members who retire at **normal retirement** date after July 31, 1983, the Board will continue to pay O.H.I.P., and Extended Health Care premiums as defined in Articles 16.02, 16.03 and 16.04 and 16.05 until age 65.

**16.10** If a member becomes totally disabled as defined by the Ontario Municipal Employees Retirement System, the Board will pay O.H.I.P., Extended Health/Vision Care and Dental Plan premiums as defined in Articles 16.02, 16.03, 16.04, 16.05, 16.06 and 16.07 until age 65.

**16.11** (a) In the event of the death of a member killed while on duty, or dies as a direct result of injuries received (provided they are not self-inflicted) 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 16.02, 16.03, 16.04, 16.05, 16.06 and 16.07 on behalf of **widow/widowers**. These payments will continue until the **widow/widower** remarries or lives common law as defined in the Family Law Reform Act or reaches the age of 65, whichever first occurs.

(b) The Board will also continue premium payments to these plans on behalf of dependents 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.

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

(b) The Board will extend to the **dependent(s)** of a deceased member, the privilege of joining the O.H.I.P., Extended Health/Vision Care plan and Dental plan until the **dependent(s)** marries or lives common law or **is/are** employed full time or reaches the age of 21, whichever first occurs, provided the **dependent(s)** pay his/her own premiums.

**16.13** (a) The Board shall continue to pay Medical Insurance under the Ontario Health Insurance Plan, and Extended Health Care premiums as defined in Articles 16.02, 16.03, 16.04 and 16.05 on behalf of those **Senior Police Officers** who retire after thirty (30) years of service and fifty (50) years of age or in accordance with the O.M.E.R.S. 85 factor until age sixty-five (65). These benefits apply for those members retiring from January 1, 1985.

The Board shall continue to pay Medical Insurance under the Ontario Health Insurance Plan, and Extended Health Care premiums as defined in Articles 16.02, 16.03, 16.04 and 16.05 on behalf of Civilian Senior Officers who retire after 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 the O.M.E.R.S. 90 factor, until age sixty-five,

(b) Such members shall be allowed to participate in Retiree Dental and Vision Care plans as defined in Articles 16.06 and 16.07 respectively, until age



sixty-five (65), provided they pay their premiums and allow no lapse in coverage.

**16.14** For members who retire after **December 1, 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.

### **ARTICLE 17 - PENSION PLAN**

**17.01** The normal retirement age for Senior Police Officers of the Force shall be sixty (60) years of age, and for Civilian Senior Officers of the Force shall be sixty-five (65) years of age.

**17.02** 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. 324, as amended).

**17.03** In addition, the Board shall provide a two per cent (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 Senior Police Officer shall contribute seven per cent (7%) of contributory earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and eight and one-half percent (8-1/2%) on all excess contributory earnings. Each Civilian Senior Officer 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. Similarly the Board shall contribute seven percent (7%) of contributory earnings up to the year's pensionable earnings under the Canada Pension Plan and eight and one-half percent (8-1/2%) on all excess contributory earnings for Senior Police Officers and 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%) of all excess contributory earnings for Civilian Senior Officers.

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

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

**17.06** The Board shall provide the O.M.E.R.S. Supplementary Type III Pension Plan with respect to 30 years of service. With respect to the Supplementary Type III Pension the members and the Board shall each provide fifty percent (50%) of the future service contribution, thereby increasing each party's contribution by 2/3 of one percent.

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.

**17.07**      Optional Service

Save and except for war service as provided in Provision 17.05 a Senior Officer may purchase such benefit on an individual basis at a member's own cost (principal and interest). The Board will endeavour to enter into an agreement with O.M.E.R.S. respecting the said benefit in 1987.

**ARTICLE 18 - PLAINCLOTHES REIMBURSEMENT**

**18.01**      Each Senior Police Officer covered by this Agreement who is required to provide and wear ordinary clothing as part of his/her regular duties, shall be reimbursed by the Board for expenses incurred in the purchase of such clothing. Such reimbursement shall be in an amount not to exceed one thousand (\$1,000) dollars (effective in 1991).

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

**18.03**      Each Senior Police Officer continuing to serve in plainclothes for more than six (6) months in any year shall be reimbursed for the expenses incurred, in the same manner as set forth in Article 18.01.

**ARTICLE 19 - CLEANING OF UNIFORMS AND EQUIPMENT**

**19.01**      The Board shall provide Contract Cleaning not to exceed two hundred (\$200.00) dollars per annum per Senior Police Officer, effective July 1, 1991.

**ARTICLE 20 - LIFE INSURANCE**

**20.01**      The Board shall pay one hundred (100%) percent of the premium cost required to provide each Senior Police Officer life insurance coverage in an amount equal to two and one-half (2-1/2) times annual salary rounded to the nearest thousand dollars.

**20.02**      The Board shall pay one hundred (100%) percent of the premium cost required to provide each Senior Police Officer with accidental death and dismemberment coverage in an amount equal to two and one-half (2-1/2) times annual salary rounded to the nearest thousand dollars.

**20.03**      Effective September 18, 1989, the Board shall pay one hundred (100%) percent of the premium cost required to provide each Civilian Senior Officer life insurance coverage in an amount equal to one and one half (1 - 1/2) times annual salary rounded to the nearest thousand dollars.

**20.04**      Effective September 18, 1989, the Board shall pay one hundred (100%) percent of the premium cost required to provide each Civilian Senior Officer with accidental death and dismemberment coverage in an amount equal to one and one half (1 - 1/2) times annual salary rounded to the nearest thousand dollars.

**20.05** Early retirees shall be allowed to participate in life insurance coverage as provided in Articles **20.01** and **20.02** up to a maximum of twenty-five thousand (\$25,000.00) dollars until age **65**, provided they pay their own premium costs.

**20.06** The Board shall implement a retiree group insurance plan and members who are retiring at normal retirement age or who have continued their life insurance as provided in Article **20.05** will be allowed to participate in the retiree plan provided they agree to pay their own premium costs.

**20.07** Effective September **26, 1991**, Senior Police Officers who retire at their normal retirement date or after **thirty (30)** years of service, or in accordance with the O.M.E.R.S. **85 factor**, shall be provided with paid-up life insurance in the amount of **three thousand (\$3,000.)** dollars.

**20.08** Effective September **26, 1991**, Civilian Senior Officers who retire at their normal retirement date or 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 the O.M.E.R.S. **90 Factor**, shall be provided with paid-up life insurance in the amount of **three thousand (\$3,000.)** dollars.

## **ARTICLE 21 - WORKERS' COMPENSATION**

**21.01** Each Senior Police Officer covered by this Agreement who is absent on account of injuries received while on duty and who is receiving a salary or wage award from the Workers' Compensation Board shall be entitled to be paid the difference between **the wage** and salary award from the Workers' Compensation Board and his/her current net salary as long as such member remains in the employ of the Niagara Police Board. Each Civilian Senior Officer who is absent on account of injuries received while on duty and who is receiving a salary or wage award from the Workers' Compensation Board shall be entitled to be paid the difference between the wage and salary award from the Workers' Compensation Board and his/her current net salary for the said period of six (**6**) months. Any member who does not comply with the provisions of the Workers' Compensation Act or Regulations thereto and subsequently receives a salary or wage award or an amount less than prevailing maximum payable, due to such non-compliance, shall not receive from the Niagara Police Board the difference between the wage or salary award paid by the Workers' Compensation Board and his/her current net salary. For the purpose of this clause, net pay shall be the pay for the rank of the member as shown in Schedule A less those deductions required under Government Statutes, pension plans and as provided for in this Agreement.

**21.02** 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 or his/her designee shall mutually agree upon when the vacation credit, statutory holidays and float time shall be taken within the following twelve 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 (effective September **26, 1991**).

**21.03** A member eligible under clause **21.01** whose absence is alleged to have been caused in whole ~~or~~ in part by the acts ~~or~~ omissions of a third party, shall notify the Administrator of the Board in writing of his/her decision to take the benefit package of the Workers' Compensation Board or not, within sixty (60) days of the accident. No benefits will be paid to the member beyond the sixty (60) days unless such notice is received or unless the member is deemed by a physician to be incapacitated. Consideration could also be given by the Board for an extension to this deadline at the request of the injured employee, his/her counsel or agent working on his/her behalf. If a member decides to take action against a third party, such action shall include a claim for the recovery of his/her full salary paid to him/her during the period of incapacity. The recovery shall be payable to the Board when received.

## **ARTICLE 22 - TRAINING PERIODS**

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

## **ARTICLE 23 - MEAL ALLOWANCE**

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

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

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

Any member who has claimed payment for a meal will be deemed to have been granted his/her meal allowance.

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

## **ARTICLE 24 - POLICE COL** \_\_\_\_\_ ; \_\_\_\_\_

**24.01** Each Senior Police Officer 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.

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

**24.03** Each member covered by this Agreement, who makes application and who is approved by the Niagara Police Board to attend university or any institution of higher learning, to take an approved degree course, technical course, seminar course, or to receive any training (physical or otherwise) which will complement his/her knowledge and be of benefit to the Force, 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 complete and uncontrolled discretion of such Board.

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

#### ARTICLE 25 - UNIFORMS AND CLOTHING

**25.01** Each member shall be provided with adequate uniforms and clothing.

#### ARTICLE 26 - SPECIAL LEAVE

**26.01** Any member covered by this Agreement who is elected to represent the Association at the Annual Convention of the Senior Officers 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.

**26.02** Any member covered by this Agreement who is elected to represent the Association at an Executive Board or Quarterly meetings of the Senior Officers Police Association of Ontario, 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.

**26.03** Any member who is elected to the Board of Directors of Senior Officers 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.

**26.04** Any member who is elected as a member of the Bargaining Committee of the Association, which shall not exceed five (5) 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/she will receive six (6) hours off duty before the commencement of such meetings without loss of pay.

**26.05** Any member of the Bargaining Committee 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 his/her 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/her scheduled tour of duty upon the completion of the meeting ~~for~~ which his/her presence is required.

**26.06** 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.

**26.07** A Civilian Senior Officer 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 Force 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.

#### **ARTICLE 27 - COMPASSIONATE LEAVE**

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

#### **ARTICLE 28 - GRIEVANCE PROCEDURE**

**28.01** A claim by a Civilian Senior Officer of the Force who has completed a ~~six-month~~ probationary period that he/she has been discharged, demoted or disciplined without reasonable cause may be submitted as a grievance in accordance with the following.

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

**28.03** The Niagara Police Board shall recognize and deal with the Grievance Committee to be appointed by the Niagara Regional ~~Ponce~~ Senior Officers Association consisting of not more than five (5) members of the Association who shall be members of the Police Force covered by this Agreement.

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

**28.05** Any person covered by the provisions of this Agreement who feels that he/she has a grievance shall, within fourteen (14) days after he/she became aware of

the fact which is the subject of the grievance, present his/her grievance in writing to the Grievance Committee.

**28.06** The Grievance Committee shall investigate the grievance of the member, and if the Grievance Committee deems it **advisable** so to do, it shall present the grievance signed by the aggrieved member to the Chief of Police or his/her designee within fourteen (14) days of the date upon which the grievance was presented to the **Committee** by the member.

**28.07** The Chief of Police or his/her designee shall **meet** the Grievance Committee within **fourteen** (14) days from the date **upon** which the grievance is presented to **him/her** by the Grievance Committee, and shall render **his/her** decision in writing **within** seven (7) days **thereafter**.

**28.08** If the Chief of Police or his/her designee fails to meet with the Grievance Committee within the said fourteen (14) days through his/her default, or if the **decision** of the Chief of **Police** or his/her designee is not **acceptable** to the Grievance Committee, or if the Chief of Police or his/her designee has not rendered his/her 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 his/her designee has rendered his/her decision, or if he/she 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.

**28.09** The **Niagara Police 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 Police Board** shall within seven (7) days **after meeting** with the Grievance Committee notify the said Committee in writing of **its** decision with regard to the grievance.

**28.10** In the event that the decision of the **Niagara Police 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**.

**28.11** 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.

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

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

## **ARTICLE 29 - PREGNANCY AND PARENTAL LEAVE**

**29.01** Pregnancy and Parental Leaves shall be administered in accordance with

the Ontario Employment Standards Act.

**29.02** Pregnant employees who have been employed with the Force 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.

**29.03** 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.

**29.04** 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.

**29.05** Pregnancy leave shall terminate seventeen (17) weeks after it began, but no earlier than six weeks after the date of delivery, or at an earlier date if the employee gives at least four 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.

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

In addition, for those commencing pregnancy leave after September 26, 1991, following completion of the two (2) week waiting period, such member shall be entitled to a supplemental unemployment benefit for a maximum period of fifteen (15) weeks. That benefit will be equivalent to the difference between seventy-five per cent (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.

**29.07** A member on Pregnancy Leave shall not lose seniority standing during such leave period.

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

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

**29.09** Parental leave may begin no more than thirty-five (35) weeks after the



day the child is born or comes into the custody, care and control of a parent for the first time.

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

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

**29.12** A member granted pregnancy and/or parental leave must make written application to the Chief of Police to return to work, at least two 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.

**29.13** A member shall not receive sick leave pay in accordance with Sick Leave Article 12 of this Agreement during the period of Pregnancy or Parental Leave or accumulated sick leave at the prevailing rate.

**29.14** A member on Parental Leave shall continue to accrue seniority during such leave period, but shall not accrue vacation, statutory holiday, or other leave entitlement.

**29.15** Benefits outlined in Article 16 and 20 where applicable, shall be provided to the member while on Pregnancy and or Parental Leave.

**29.16** The employer shall continue its contribution for pension pursuant to Article 17 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 Force at least two (2) weeks prior to the commencement of the initial period of leave.

### **ARTICLE 30 - GENERAL PROVISION**

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

### **ARTICLE 31 - FORMER MEMBERS**

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

### **ARTICLE 32 - UNEMPLOYMENT INSURANCE REBATE**

**32.01** The members of the Association agree to waive their right to their

Unemployment Insurance Rebate in lieu of a Vision Care plan as provided in Article **16.07**

### **ARTICLE 33 - SPOUSAL PECUNIARY AID**

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

**33.02** Payments shall be paid monthly and medical, hospital and drug insurance benefits shall be provided in accordance with provision **16.11**.

**33.03** Commencing January 1, 1992, payments will be adjusted at the rate of three percent (3%) per annum during the period that aid is provided.

### **ARTICLE 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 police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

**34.02** Notwithstanding clause **34.01**, the Board may authorize payment of necessary and reasonable legal costs of a member pleading or being found guilty of an offence described in clause **34.01** where the court, instead of convicting the accused, grants a discharge under Section 662.1, sub-section 1 Criminal Code, provided that the Board accepts the recommendation of the Chief of Police, or an officer designated by him/her to make such a recommendation, that the member's actions as a police officer in the course of performing his/her duties were motivated by an intent to do his/her lawful duty, that such actions do not constitute any of the actions described in clause **34.03** hereof, and that such indemnification will not in the opinion of the Board reduce respect for law enforcement in the Regional Municipality of Niagara.

**34.03** Notwithstanding clause **34.01**, the Board may refuse payment otherwise authorized under clause **34.01** where the actions of the member from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a member of the Force.

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

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

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

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

a) where one or more than one member of the **Police Force** is subpoenaed or requested to appear, other **than** the Chief **of** Police, in such a **case** there shall be only **one** counsel representing the members of the **Police Force**, excluding the Chief of Police, and;

b) Where the counsel representing the members of the **Police Force**, 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 Force, **he/she** shall notify the Board forthwith of **such concerns**. The Board shall decide if **additional counsel** shall **be** retained with respect to the indemnification provisions of this Article and such decision is not reviewable by an Arbitrator, and;

c) Where such member or members of the force **are not** found guilty of misconduct, or;

d) Where such indemnification **in** the opinion of the Board would not **reduce** respect for **law enforcement** in the Regional Municipality of **Niagara**.

**34.06** Where a member intends to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days **of** being charged or receiving notice of **other** legal proceedings covered **herein**, **apply in writing** to the Chief of Police or to the officer designated by the Chief of Police **to deal with such applications** for approval to **retain** counsel or paralegal and approval **of counsel** or **paralegal** to be so retained. In the event of **any** dispute concerning the counsel or **paralegal** to be retained, the matter shall **be** resolved by an officer **designated** by the Chief of Police **and a member of the Association Executive designated for that purpose**. If the counsel or paralegal selected and approved whose law practice is principally **established** and **carried on** outside the Regional Municipality of **Niagara**, the indemnification shall not **exceed** one and one-half (1 - 1/2) times the **Legal Aid Tariff**, (effective September 18, 1989).

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

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

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

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

**34.10** In the case of aggravated assault, assault causing bodily harm or the included offence of ordinary assault, the indemnifications 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 officer first obtains permission to **elect** to be tried by any other court. **To** obtain the said approval of the Board, **the officer** shall make an **application** in writing to the Chief of Police and the decision shall be **at** the discretion of the **Niagara** Regional Police Services Board.

**34.11** This Article becomes effective upon execution of this **Agreement**.

**34.12** This Article applies to Civilian Senior Officers.

### **ARTICLE 35 - JOB POSTING - CIVILIAN SENIOR OFFICERS**

**35.01** **The Niagara** Police Board shall have the right to hire civilian employees for a probationary period of three **(3)** months which at the discretion of the said Board may be extended **for** a further period not to exceed three months. The said Board **shall** have the right to dismiss such probationary employees, without cause, at any time during the original **or** extended probationary period; **and** such dismissal shall not **be the** subject of a grievance.

**35.02** 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 Services Board. Probationary employees shall not be deemed to have 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.

**35.03** Job posting **will** apply to **all** permanent openings for Civilian Senior Officers. Any addition to the Force 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 five (5) calendar days. Job Posting shall indicate the job title, job rate, and a brief description of the job duties.

**35.04** Applications for all posted openings shall be made in writing to the Chief of Police who shall provide the President of the Association with a list of applicants and the names of the employees selected to fill the vacancy.

**35.05** Applications for job posting will be given priority in order of seniority subject to the provisions hereinafter contained with respect to such seniority.

**35.06** The Board will transfer the successful applicant to the new job as soon as possible after his/her notification of his/her acceptance.

**35.07** An employee shall not be entitled to decline the appointment to a job after he/she has received notification of his/her acceptance.

**35.08** An employee who has been accepted for a job who cannot meet the requirements of said job may revert to his/her previous job if that job is still open. If, however, his/her 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.

**35.09** Job posting shall not at any time apply in cases of temporary vacancies due to sickness or leave of absence.

**35.10** 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.

**35.11** When a civilian member applies for a job posting from one job level to another, in no event shall the successful applicant receive a lesser rate of pay than the rate of pay held in the level from which such member was promoted.

**35.12** For the purpose of administering the job posting provisions of this Agreement, the following factors shall be considered:

- a) Seniority as defined above;
- b) Knowledge, efficiency and ability to perform the work.

**35.13** It is understood and agreed that only where the factors in subparagraph 12(b) are relatively equal, seniority as herein defined shall govern. In the evaluation of the matters mentioned in said subparagraph 12 (b), the Board or any other persons 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 position.

## **ARTICLE 36 - LAY-OFF AND RECALL**

**36.01** In the matter of Lay-off and Recall, for Civilian Senior Officers only, the efficient operation of the Force and the following factors are to be considered:

- (a) seniority
- (b) relative abilities and qualifications

Where (b) is equal between employees, then factor (a) shall govern.

**36.02** Seniority is defined as the length of continuous service with the Force.

**36.03** Seniority shall be effective from the date employment commences with the Force.

**36.04** The Board is to endeavour to give as much notice of lay-offs as possible to the employees affected after consultation with the Senior Officers Association.

**36.05** 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, or DETACHMENT and sent to the Association prior to July 1 in each year.

**36.06** Seniority rights shall cease in the following circumstances:

- (a) if a member resigns;
- (b) if a member is discharged and not reinstated;
- (c) if a member retires;
- (d) if a member is laid off for a period in excess of twelve (12) months;
- (e) if a member who has been laid off does not report for work within ten (10) days of recall, as provided in Section 8 of this Article.

**36.07** Where the Board has made a decision to reduce the complement of the Force and such reduction of personnel cannot be accommodated through attrition and where such action is not in contravention of the Police Services Act, the lay-off and recall of members shall be in accordance with Section 1 of this Article.

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

**36.09** No new employee is to be hired until laid-off employees, who in the opinion of the Board have sufficient ability and qualifications to perform the work required, have been given the opportunity of recall.

**36.10** 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 (9) months.

### ARTICLE 37 - OF ABSENCE WITHOUT PAY

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 his/her decision will be final. Neither the decision or the reasons for such decision shall be subject to the grievance process.

### ARTICLE 38 - TRANSFER MILEAGE ALLOWANCE

**38.01** Save and except for transfers resulting from promotions, all members who were hired before July 1, 1969 on forces which now comprise the Niagara Regional Police Force, 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 kilometres distant from the area municipality in which they were formerly employed, shall be reimbursed twenty-eight point eight (28.8¢) cents per kilometre, (effective December, 1992) for the total additional distance they are required to drive to work.


### ARTICLE 39 - DURATION OF AGREEMENT

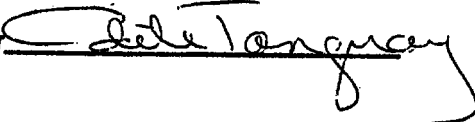
**39.01** The terms and conditions of this Agreement shall be retroactive to January 1, 1992 save and except as otherwise indicated and shall remain in full force and effect until December 31, 1992 and thereafter until replaced by a new agreement, decision of award. If either party to this Agreement shall desire to renew, amend or otherwise revise or modify this Article, they shall so indicate to the other party in writing, not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of this Agreement, their intention to renew, amend, alter, revise or modify the Agreement.

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

EXECUTED at the City of St. Catharines, this 25<sup>th</sup> day of March 1993.

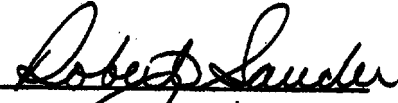
**NIAGARA REGIONAL POLICE SERVICES BOARD**

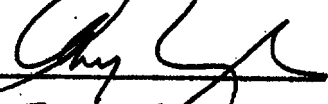
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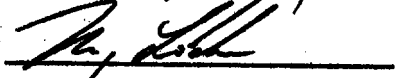
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**NIAGARA REGIONAL POLICE  
SENIOR OFFICERS ASSOCIATION**

per 

per 

per 

per 



APPENDIX "A"

SALARY SCHEDULE

UNIFORM

INSPECTOR

146% of the current 1st Class Constable Rate

SUPERINTENDENT

166% of the current 1st Class Constable Rate.

STAFF SUP'T.  
DIVISIONAL  
COMMANDER

171% of the current 1st Class Constable Rate.

STAFF  
SUPERINTENDENT

176% of the current 1st Class Constable Rate.

1992  
JOB RATE

UNIFORM

JANUARY 1

Inspector

74,866.84

Superintendent

85,122.57

staff Sup't.  
Divisional  
Commander

87,686.51

Staff  
Superintendent

90,250.44

**1992  
JOB RATE**

<b><u>CIVILIAN</u></b>	<b><u>JANUARY 1</u></b>
Senior Secretary	34,748.76
Budget Control Manager	58,339.50
Manager, Central Records	58,339.50
Manager, Computer Services	58,554.71
Director, Finance and Administration	78,388.76
Director, Human Resource Services	78,388.76

**APPENDIX "B"****ANNUAL AND STATUTORY HOLIDAYS**

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

- A. Prime vacation time is defined as June, July, August and September and the last two (2) weeks in December.
- B. Once the schedules of annual leave and statutory holidays have been sent to the Chief of Police, or his/her designee, they may not be changed except with the consent of the Chief of Police.
- In the case of transfers and if a change in the statutory or annual leave is necessary, such change will be made only with the approval of the officer concerned.
- C. Senior officers are to arrange their annual vacations in such a manner as not to impair the efficient operation of the Force, but in any event, all annual and statutory holidays are to be finished prior to December 31 in any year, unless otherwise agreed to by the Chief of Police.
- D. All Senior officers who regularly work days must take their statutory holidays on the day they fall, subject to the exigencies that may exist on that day.
- E. All of the provisions of this Appendix shall be subject to the exigencies of the Force.

**APPENDIX "C"****SPECIAL PENSION PROVISIONS**

- A. The Board agrees that each member of the Force covered by this Agreement who retires **during** the term thereof having completed twenty **(20)** years continuous service and having commenced such service on or before January 1, 1948, shall be paid annually **thereafter** in equal monthly instalments during **his/her** lifetime, a retirement allowance sufficient to provide **him/her** with a minimum annual pension of five thousand dollars **(\$5,000.00)** after allowing for pension payments which **he/she** is entitled to receive under a pension plan or retirement allowance plan of any municipality or local board, including the **OMERS PENSION PLAN**, Government Annuities, and private **pension** plans to which any municipality or local board has made any contribution on behalf of such member.
- B. The amount of the retirement allowance to which a member becomes entitled under the provisions hereof shall not be reduced in any way by the amount of **benefits** to which such member may hereafter become entitled under **the provision** of the Canada Pension Plan.
- C. Such service hereinbefore mentioned shall **be** determined pursuant to the provisions of Section 118, Subsection 3 of the Regional Municipality of Niagara Act, 1968-69, as amended.

**APPENDIX "D"****SALARY ADMINISTRATION****UNIFORM SALARY ADMINISTRATION**

- A. A member who is hired or promoted to the position of Inspector or superintendent after execution of this agreement shall be hired for the start rate for that rank, except in those instances set out in Article 8. In certain instances where skills, abilities and qualifications warrant a starting salary above the start rate, the Board may approve a starting salary of one of the intermediate points in the range.
- B. Progress from start to job rate is not automatic. A member shall progress to the next salary level in accordance with Appendix "D.D.", providing the member's performance and efficiency have proved satisfactory to the Chief of Police or his/her designee. Intervals between steps are twelve months.
- C. In the event that a member does not progress to the next salary level, the Chief of Police or his/her designee shall provide written notice to the member indicating the reasons why progression is denied.

**CIVILIAN SALARY ADMINISTRATION**

- A. A member who joins the Senior Officers' Association after execution of this Agreement shall be hired at the "start" rate shown for their classification in Appendix "D.D." In certain instances where skills, abilities and qualifications warrant a starting salary above the "start" rate, the Chief of Police or his/her designee with the approval of the Board may approve a starting salary of one of the intermediate points in the range.
- B. Progress from "start to job rate" is not automatic. A member shall progress to the next salary level in accordance with Appendix "D.D.", providing the member's performance and efficiency have proved satisfactory to the Chief of Police or his/her designee. In the event the member is not recommended, he/she will be notified thirty (30) days prior to the date that he/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.
- C. An employee who is the successful applicant for a vacancy or reclassified in a higher classification will be placed at the first steps in the new range (Appendix D.D.) which provides an increase in salary.

**APPENDIX "D.D."****JANUARY 1, 1992- DECEMBER 31, 1992****SALARY SCHEDULE**

<b><u>UNIFORM</u></b>	<b>Start 0-12 mos.</b>	<b>step 1 13-24 mos.</b>	<b>Step 2 25-36 mos.</b>	<b>Job rate step 3 36 + mos.</b>
Inspector	70,816.12	72,253.76	73,560.69	74,866.84
Sup't.	81,224.19	82,524.42	83,824.66	85,122.57
Staff Sup't./ Divisional Commander	83,796.40	85,095.28	86,394.15	87,686.51
Staff Sup't.	86,334.11	87,660.55	88,958.06	90,250.44

**APPENDIX "D.D."****JANUARY 1, 1992 - DECEMBER 31, 1992****SALARY SCHEDULE**

<b><u>CIVILIAN</u></b>	<b>Start 0-12 mor.</b>	<b>Step 1 13-24 mob.</b>	<b>Step 2 25-36 mor.</b>	<b>Job Rate Step 3 36+ mos.</b>
<b>Senior Secretary</b>	<b>33,476.92</b>	<b>34,400.15</b>	<b>35,322.14</b>	<b>36,244.60</b>
<b>Budget Control Manager</b>	<b>55,464.05</b>	<b>56,422.95</b>	<b>57,380.60</b>	<b>58,339.50</b>
<b>Manager, Central Records</b>	<b>55,464.05</b>	<b>56,422.95</b>	<b>57,380.60</b>	<b>58,339.50</b>
<b>Manager, Computer Services</b>	<b>55,411.84</b>	<b>56,636.90</b>	<b>57,595.82</b>	<b>58,554.71</b>
<b>Director, Finance &amp; Administration</b>	<b>75,841.86</b>	<b>76,691.26</b>	<b>77,540.66</b>	<b>78,388.76</b>
<b>Director, Human Resource Services</b>	<b>75,841.86</b>	<b>76,691.26</b>	<b>77,540.66</b>	<b>78,388.76</b>

## APPENDIX "E"

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### RE: 12 HOUR COMPRESSED WORK WEEK SYSTEM

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#### Article 6 - Hours of Duty

**6.01** Senior Officers designated as Duty Officers shall work a four platoon system of twelve hour shifts. Scheduling shall be established whereby a member shall ~~be~~ on duty ~~for~~ twelve consecutive hours followed ~~by~~ at least twelve consecutive hours off duty. A normal shift cycle shall contain two (2) twelve hour consecutive day shifts followed by two (2) twelve hour consecutive night shifts in accordance with the schedule set out in Schedule "A" attached hereto. A normal twelve (12) hour duty shift shall be as follows:-

DAY SHIFT    0700 to 1900 hours or  
                  0800 to 2000 hours.

NIGHT SHIFT 1900 to 0700 hours or  
                  2000 to 0800 hours.

Each member, while on his/her twelve hour duty shift shall have thereout, two rest or lunch periods of forty-five (45) minutes duration each. One is to be scheduled midway through the first six (6) hours of the shift, the other midway through the second six (6) hours.

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

**6.03** No change

**6.04** Nochange.

**6.05** A normal work week shall consist of forty (40) hours but allowing for the Compressed Work Week System, a normal work week under the twelve hour shift schedule averages forty-two (42) hours per calendar week; therefore, a bank of one hundred and four (104) hours "float Time" is earned over the period of a year.

Ninety-six (96) hours of that bank shall be characterized as "leave days" and scheduling of those days shall be administered in accordance with the process and time lines as established for Annual and Statutory Leave days pursuant to Appendix "B".

The remaining 8 hour float time shall be taken off during the course of the calendar year in which it was credited by agreement between the member and his/her supervisor.

In circumstances of illness or Duty injury, a member may not be able



to take the time off when required. Therefore, **it will be** banked and taken off at a later time in accordance with ~~this~~ Agreement.

6.06 No change.

6.07 No change

6.08 No change.

#### Article 7 - Overtime

7.01 No change.

7.02 No change.

7.03 No change.

7.04 No change.

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

7.06 No change.

#### Article 8 - Acting Rank

**8.01** Any **member** of the **Force** covered by **this Agreement** who is required to perform the duties of a higher rank, shall **thereafter** receive the pay of **such** higher rank for the **total number** of hours worked in this capacity. Pay for this acting **rank or position** shall **commence** on the first hour of the acting rank or position.

#### Article 10 - Shift pr\_\_\_\_\_

**10.01** Senior **Police Officers** of the **Association** who are requested to work shifts will be paid a premium as **follows**:

- a) **for members working** the 12 hour **compressed** work week **system**, no premium shall be paid for hours worked on the day shift.
- b) For members working ~~the~~ 12 hour compressed **work** week system, a premium of **32.5** cents per hour shall be paid for all work performed on the night shift.

**Article 12 - Sick Leave**

- 12.01** Each member covered by this Agreement shall be granted twelve (12) hours leave on account of sickness **for** each and every month of active service with full pay at the member's current rate of pay.
- 12.02** No change.
- 12.03** The hours of sick leave, unless used, shall be accumulative with no maximum.
- 12.04** No change.
- 12.05** No change.
- 12.06** No change.
- 12.07** No change.
- 12.08** Any member covered by this Agreement reporting for duty and later becoming sick and unable to complete his/her regular tour of duty, but has completed one-half (1/2) of his/her regular tour of duty, shall be credited with a full tour of duty.
- 12.09** No change.
- 12.10** No change.
- 12.11** No change.
- 12.12** No change.

**Article 13 - Annual Vacations and Statutory Holidays.**

- 13.01** No change.
- 13.02** All members **with** less than one year of service shall receive vacation on the basis of the provisions of Article **13.03**, but pro-rated according to his/her actual length of service up to maximum of 80 hours.
- 13.03** All members having completed one or more years of **service** shall receive 80 hours leave.
- 13.04** All members having completed five (5) or more years of service shall receive 120 hours leave.
- 13.05** All members having completed ten (10) or more years of continuous service shall receive 160 hours leave.
- 13.06** All members having completed seventeen (17) or more years of **service** shall receive 200 hours leave.

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- 13.07 (Effective 1993 vacation year) all members having completed **twenty-three (23)** years or more of **service shall receive 240** hours leave.
- 13.08 All members having completed **thirty (30) or more years** of service **shall receive 280 hours of leave,**
- 13.09 Each **member** covered by this agreement shall be granted, in addition to the **annual vacation** hours, **88** hours **time off in lieu** of statutory holidays and declared holidays.
- In addition, each member working on a statutory holiday shall **be paid at the rate of time** and **one-half (1-1/2)** for **all such hours worked.**
- 13.10 No change.
- 13.11 No change.

**Article 23 - Meal Allowance**

- 23.01 Each member **covered** by this Agreement **who** works three (3) continuous hours in addition to his/her regular tour of duty, **shall** be granted **a meal allowance of ~~ten (\$10.00)~~** dollars. Where a member works more **than three (3)** continuous hours in **addition tu** his/her regular tour of duty, further **payments of meal allowance shall** be at the **discretion of the Board.**
- 23.02 **No change.**
- 23.03 **No change.**
- 23.04 **No change.**

**LETTER OF UNDERSTANDING**

Between: The Regional Municipality of Niagara Police Services Board  
and  
The Niagara Regional Police Senior Officers Association

**Re: Salary Adjustment for Senior Secretary Position**

During negotiations to amend the 1992 Collective Agreement, the parties agree that the salary grid for the position of Senior Secretary as established in the Agreement shall be on a par with the salary grid for the position of Confidential Board Secretary as established by the Police Services Board.

The parties further agree that the resulting salary adjustment shall be phased in over a three year period to achieve parity effective January 1, 1994 as set out below:

One third (1/3) the salary difference is to be implemented effective January 1, 1992.

One third (1/3) the salary difference is to be implemented effective January 2, 1993.

One third (1/3) the salary difference is to be implemented effective January 1, 1994.

This Letter of Understanding shall be appended to the current Collective Agreement.

Executed at the City of St. Catharines, this 1st day of December, 1992.

Regional Municipality of Niagara  
Police Services Board

Niagara Regional Police  
Senior Officers Association

Per: \_\_\_\_\_

Per:  \_\_\_\_\_

Per: \_\_\_\_\_

Per:  \_\_\_\_\_

**LETTER OF UNDERSTANDING**

The parties hereto agree that, in addition to the hours of Duty as presently set out in Article 6 of the present Working Agreement, a Twelve Hour Compressed Work Week System will be instituted for those members designated as Duty Officers. The Twelve Hour Compressed Work Week System will form part of the Working Agreement and be referred to as Appendix "G".

The Twelve ~~Hour Compressed~~ Work Week System will be on a **trial basis**, for a period of ten months commencing on February 28, 1988 and may be extended by the mutual agreement of both parties.

In the event no Agreement can be reached at the end of the trial period, Hours of Duty for all members so effected shall revert back to Article 6 in the present Working Agreement.

This letter of Understanding will form part of the present Working Agreement.

EXECUTED at the City of St. Catharines, this            day of

**1991.**

NIAGARA REGIONAL BOARD OF  
COMMISSIONERS OF POLICE

per .....

per .....

per .....

per .....

NIAGARA REGIONAL POLICE  
SENIOR OFFICERS ASSOCIATION

per... *Robert Sauler* .....

per... *Ally Lynn* .....

per... *[Signature]* .....

APPENDIX "F"**INCOME REPLACEMENT PLAN****SHORT TERM DISABILITY**

Effective January 1, 1990, a short term and long term disability plan shall be implemented for new uniform members of the Force commencing employment on or after that date. Effective July 10, 1990, a short term and long term disability plan shall be implemented for new civilian members of the Force commencing on or after that date.

All uniform members hired on or after January 1, 1990, and all civilian members hired on or after July 10, 1990, shall participate in the Short Term/Long Term Disability Plan.

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

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

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

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

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

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

**INTEGRATION OF BENEFITS**

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

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

**LENGTH OF SERVICE****100% SALARY****75% SALARY**

<b>Less than 3 Months</b>	<b>Nil</b>	<b>Nil</b>
<b>3 Months but less than 1 Year</b>	<b>Nil</b>	<b>1040 Hours</b>
<b>1 Year but less than 2 Years</b>	<b>40 Hours</b>	<b>1000 Hours</b>
<b>2 Years but less than 3 Years</b>	<b>80 Hours</b>	<b>960 Hours</b>
<b>3 Years but less than 4 Years</b>	<b>120 Hours</b>	<b>920 Hours</b>
<b>4 Years but less than 5 Years</b>	<b>160 Hours</b>	<b>880 Hours</b>
<b>5 Years but less than 6 Years</b>	<b>200 Hours</b>	<b>840 Hours</b>
<b>6 Years but less than 7 Years</b>	<b>240 Hours</b>	<b>800 Hours</b>
<b>7 Years but less than 8 Years</b>	<b>280 Hours</b>	<b>760 Hours</b>
<b>8 Years but less than 9 Years</b>	<b>320 Hours</b>	<b>720 Hours</b>
<b>9 Years but less than 10 Years</b>	<b>360 Hours</b>	<b>680 Hours</b>
<b>10 Years but less than 11 Years</b>	<b>400 Hours</b>	<b>640 Hours</b>
<b>11 Years but less than 12 Years</b>	<b>440 Hours</b>	<b>600 Hours</b>
<b>12 Years but less than 13 Years</b>	<b>480 Hours</b>	<b>560 Hours</b>
<b>13 Years but less than 14 Years</b>	<b>520 Hours</b>	<b>520 Hours</b>
<b>14 Years but less than 15 Years</b>	<b>560 Hours</b>	<b>480 Hours</b>
<b>15 Years but less than 16 Years</b>	<b>600 Hours</b>	<b>440 Hours</b>
<b>16 Years but less than 17 Years</b>	<b>640 Hours</b>	<b>400 Hours</b>
<b>17 Years but less than 18 Years</b>	<b>680 Hours</b>	<b>360 Hours</b>
<b>18 Years but less than 19 Years</b>	<b>720 Hours</b>	<b>320 Hours</b>
<b>19 Years but less than 20 Years</b>	<b>760 Hours</b>	<b>280 Hours</b>
<b>20 Years but less than 21 Years</b>	<b>800 Hours</b>	<b>240 Hours</b>
<b>21 Years but less than 22 Years</b>	<b>840 Hours</b>	<b>200 Hours</b>
<b>22 Years but less than 23 Years</b>	<b>880 Hours</b>	<b>160 Hours</b>
<b>23 Years but less than 24 Years</b>	<b>920 Hours</b>	<b>120 Hours</b>
<b>24 Years but less than 25 Years</b>	<b>960 Hours</b>	<b>80 Hours</b>
<b>25 Years but less than 26 Years</b>	<b>1000 Hours</b>	<b>40 Hours</b>
<b>26 Years but less than 27 Years</b>	<b>1040 Hours</b>	<b>Nil</b>

## LONG TERM DISABILITY

### ELIGIBILITY

If you are a uniform member under age 60 and began your employment with the Niagara Regional Police Force on a full time basis on or after January 1, 1990, you are covered under the Long Term Disability Plan. If you are a civilian member under age 65 and began your employment with the Niagara Regional Police Force on a full time basis on or after July 10, 1990, you are covered under the Long Term Disability Plan.

### TERMINATION OF IT

All insurance terminates automatically upon termination of employment, or attaining age 60 for uniform, or age 65 for civilian, 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 for uniform or age 65 for civilian or date of retirement on pension if earlier.

### DEFINITION OF TOTAL DISABILITY

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

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

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

### AMOUNT OF DISABILITY INCOME

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



**MAXIMUM PAYMENT PERIOD**

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

**QUALIFYING PERIOD**

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

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

**REHABILITATION PROVISION**

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

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

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

whichever results in the lesser amount of Disability income Benefit being payable to you.

**INTEGRATION OF BENEFITS**

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

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

## **LIMITATIONS**

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

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

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

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

## **HOW TO MAKE A CLAIM**

Claim forms are available from the Personnel Office.

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

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

## **TIME ALLOWANCE FOR SUBMISSION OF CLAIMS**

Benefits will be paid to you monthly in arrears.

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

## **CONTINUATION OF BENEFITS AFTER TERMINATION OF THE PLAN**

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

