UNIFORM
COLLECTIVE AGREEMENT
January 1, 2020 – December 31, 2020

Between

Regional Municipality of Niagara
Police Services Board

and

Niagara Region Police Association

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THIS AGREEMENT made and entered into this 1st day of January, 2020

BETWEEN:

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

of the FIRST PART

and

NIAGARA REGION POLICE ASSOCIATION
on behalf of the Members of the
NIAGARA REGIONAL POLICE SERVICE
hereinafter called "Association"

of the SECOND PART

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

AND WHEREAS, the parties hereto have reached an Agreement with respect to the above-mentioned matters for the year 2020.

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

1 RECOGNITION, SCOPE & DEFINITIONS

1.1 The Board recognizes the Association as the sole Collective bargaining agent for all members of the Niagara Regional Police Service, save and except the Chief of Police, Deputy Chief of Police and Senior Officers and Civilians in the Senior Officers Association.

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

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

1.4 DEFINITIONS

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

1.4.2 *BOARD* shall mean the Regional Municipality of Niagara Police Services Board;

1.4.3 *CHIEF OF POLICE* shall mean the Chief of Police of the Niagara Regional Police Service;

1.4.4 *COMMISSION* shall mean the Ontario Police Arbitration and Adjudication Commission;

1.4.5 *DESIGNEE* shall mean a Deputy Chief of Police, a Senior Officer or an officer in charge of a District;

1.4.6 *MEMBER* shall mean a Police Officer of the Niagara Regional Police Service, save and except the Chief, Deputy Chief, and Senior Officers at the rank of Inspector and above;

1.4.7 *SENIOR OFFICER* shall mean a member of the Service holding the rank of Inspector or above and any civilian member designated as such in accordance with the *Police Services Act*, but not including Chief of Police or Deputy Chief of Police;

1.4.8 *SENIORITY* shall mean the length of continuous service with the Service;

1.4.9 *SERVICE* shall mean the Niagara Regional Police Service.

1.5 INTENTIONALLY DELETED

1.6 If either party wishes to discuss language clarification and/or amendments to provisions of this Collective Agreement, then such discussions or negotiations shall only take place between the authorized bargaining committees of each party to the Collective Agreement.

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

1.8.1 The Association and the members recognize and acknowledge that it is the exclusive function of the Board to:

i) maintain order, discipline and efficiency;

ii) hire, direct, classify, transfer and promote any member provided that a claim of discriminatory promotion or transfer may be the subject of a grievance;

iii) discharge, demote, suspend, or otherwise discipline any member in accordance with the provisions of the *Police Services Act*;

iv) generally to manage the operations and undertakings of the Service and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment and machinery which the Board in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Service.

1.8.2 The Employer agrees it will not exercise the foregoing functions in an unreasonable manner or in a manner inconsistent with the provisions of this Agreement.

1.9 The parties agree there will be no harassment or discrimination, as defined by the *Ontario Human Rights Code.* Alleged incidents of harassment or discrimination will be addressed through the grievance procedure.

2 SALARIES

2.1 The annual salary of each member of the Bargaining Unit for the year 2020 shall be made in accordance with Appendix A and made part of this Agreement.

2.2 Salaries shall be paid to members on a biweekly basis, payable every second Thursday, by direct deposit to such account as the member may direct.

2.3 PERFORMANCE ALLOWANCE

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

a) The performance allowance shall form part of the base salary, and shall be taken into account when calculating overtime, acting pay, emergency and call-back duty pay, stand-by duty pay, sick pay (but excluding sick leave gratuities paid on retirement of a member hired before January 1, 1990) annual leave and float time and statutory holiday pay, court pay, pension contributions and special duty pay. For clarification, the allowance applies to all payments unless specifically excluded.

b) The performance allowance shall be paid weekly as part of base salary, or, in the event the Service moves to bi-weekly pay periods in accordance with Article 2.2, bi-weekly.

c) For the purposes of this article, years of service means years of service with the Niagara Regional Police Service, years of service in a military police capacity and years of service as a sworn officer in any other Police Service.

d) If a member has been convicted of a disciplinary offence for which the confirmed penalty was the forfeiture of forty (40) hours or more of pay or leave, or forty (40) hours or more suspension without pay, imposed within the previous twelve (12) months, the member shall lose one (1) seniority grid step (3%) for a period of twelve (12) months from the date the sentence was imposed.

e) The performance allowance shall be calculated based on the years of service and the percentages as follows:

Effective July 1, 2004

8 years of service	3% of the 1st Class Constable rate
17 years of service	6% of the 1st Class Constable rate
23 years of service	9% of the 1st Class Constable rate

f) The annual across-the-board increases set out in paragraph 1 above and in Appendix A shall be calculated on the base salary for each rank which, for this purpose, excludes the performance allowance.

3 ASSOCIATION DUES

3.1 The amount of the membership dues to the Niagara Region Police Association shall be deducted from the pay of each member of the Niagara Regional Police Service covered by this Agreement to provide for the proper operation of the Association. Such deductions shall be remitted to the Administrator of the Niagara Region Police Association. Such

deductions shall be made irrespective of whether any member is or is not a member of the said Association and shall continue so long as not less than fifty percent (50%) of such members belong to the said Association, provided that the Niagara Police Board shall not incur any liability to any member for having made such deductions unless satisfactory evidence has been delivered to the Administrator of the Board proving that less than fifty percent (50%) of the members of the Niagara Regional Police Service are members of the said Association.

4 RECLASSIFICATION

4.1 A Fourth Class Constable, upon completion of twelve (12) months of continuous service in that rank satisfactory to the Chief of Police, and upon the recommendation of the Chief of Police, shall be appointed as a Third Class Constable by the Board. The salary increase associated with this appointment shall be in accordance with section 4.4 below.

4.2 A Third Class Constable, upon completion of twelve (12) months of continuous service in that rank satisfactory to the Chief of Police and upon the recommendation of the Chief of Police shall be appointed as a Second Class Constable by the Niagara Police Board. The salary increase associated with this appointment shall be in accordance with section 4.4 below.

4.3 A Second Class Constable, upon completion of twelve (12) months continuous service in that rank satisfactory to the Chief of Police and upon the recommendation of the Chief of Police shall be appointed as a First Class Constable by the Niagara Police Board. The salary increase associated with this appointment shall be in accordance with section 4.4 below.

4.4 The salary for any members hired after April 11, 2017 will not increase concurrently with a rank gradation in accordance with section 4.1, 4.2 or 4.3 above. A Fourth Class Constable will receive a Fourth Class Constable salary for 14 months, at which time if they are a Third Class Constable his/her salary will be increased to a Third Class Constable salary for a period of 14 months, at which time if they are a Second Class Constable his/her salary will be increased to a Second Class Constable salary for 14 months, at which time if they are a First Class Constable his/her salary will be increased to a First Class Constable salary. In the event that a rank gradation is delayed, beyond the 12 month period set out in section 4.1, 4.2 or 4.3 above, there will only be an increase in salary when the rank gradation is both achieved and the member has received a rank related salary for a period of 14 months.

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

4.6 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) calendar days, during which time the rates of pay shall be subject to negotiation between the parties hereto. If no agreement is reached within the said sixty (60) day period, either party may submit the issue to the grievance procedure outlined in Article 31 of this Agreement.

5 HOURS OF DUTY

Four Platoon System

5.1 The provisions of this Article 5.1 apply to Members working the four platoon twelve-hour shift schedule and to the Members working the Regional Night Shift described in Article 5.1.6, with the necessary modifications.

5.1.1 The Shift Schedule and the related provisions contained in this Article shall remain in effect for the currency of this Collective Agreement and thereafter shall remain in effect until changed by agreement or by an award of an arbitrator.

5.1.2 **Four Platoon System**

The four platoon system of twelve-hour shift scheduling consists of a member being on duty for twelve (12) consecutive hours, followed by at least twelve (12) consecutive hours off duty. A shift cycle shall contain two (2) twelve-hour consecutive day shifts followed by two (2) twelve-hour consecutive night shifts.

5.1.3 **Shift Schedule**

The four platoon system shift schedule is set out as Schedule "A" to this Article. A member's days off shall be established in accordance with the shift schedule.

5.1.4 **Definition of Hours**

SHIFT HOURS:

Definition of Hours:

D12: 6:00 a.m. to 6:00 p.m. – normal day shift
7:00 a.m. to 7:00 p.m. – alternative day shift
8:00 a.m. to 8:00 p.m. – alternative day shift
12:00 p.m. to 12:00 a.m. – alternative day shift

With respect to the 8:00 a.m. and 12:00 p.m. shifts, management shall request volunteers to fill these shifts, or if there are no or insufficient volunteers, management may assign members from the 6:00 a.m. day shift to those shifts upon given ninety-six (96) hours notice in accordance with Article 5.4.3 of this Agreement.

N12: 6:00 p.m. to 6:00 a.m. – normal night shift
4:00 p.m. to 4:00 a.m. – alternative night shift
7:00 p.m. to 7:00 a.m. – alternative night shift

With respect to the 4:00 p.m. shift, management shall request volunteers to fill these shifts, or if there are no or insufficient volunteers, management may assign members from the 6:00 p.m. night shift to those shifts upon given ninety-six (96) hours notice in accordance with Article 5.4.3 of this Agreement.

5.1.5 **Lunch**

Each member while on his/her twelve-hour shift shall have two rest or lunch periods of forty-five (45) minutes each. One is to be scheduled midway through the first six (6) hours of the shift, and the other midway through the second six (6) hours of the shift. Alternatively, by mutual agreement of the member and the supervisor, there may be one (1) rest or lunch period of ninety (90) minutes. Lunch or rest periods not taken as a result of work commitments shall be paid for at straight time, provided that the member has obtained prior approval from his/her supervisor to work the missed lunch. If a member takes his/her lunch break at the beginning or end of a shift, the member shall be deemed not to be on duty.

5.1.6 **Regional Night Shift**

The Board may initiate a Regional night shift deployed by the Duty Office. It shall only be staffed on a purely voluntary basis by Members. The Members will work on the four platoon system of twelve-hour shifts. A shift cycle shall consist of four (4) twelve-hour consecutive night shifts followed by four (4) consecutive days off. The Member must commit to one year of service on the Regional night shift. If there are more volunteers than required, Members with the greatest seniority as defined under this Agreement shall be entitled to work this shift. The hours of duty for this shift shall be 5:00 P.M. to 5:00 A.M.

5.1.7 **Shift Premium**

For the purpose of interpreting Article 9 of the Uniform Collective Agreement, a night shift shall be considered to be any shift which begins with the notation "N" and the day shift shall be considered to be any shift that begins with a notation "D".

5.1.8 **Float Bank**

Each member shall have a bank of one-hundred and four (104) hours per year of "float time" in recognition of the fact that the regular work week herein is forty-two (42) hours per week not forty (40). Ninety-six (96) hours of this time shall be characterized as "leave time", and may be taken at any time during the year. This time off shall be taken upon the agreement of the member and the supervisor. The member will select this float time at the same time and in the same manner as annual leave is selected. Eight (8) hours of float time shall be taken either in whole or in part upon the agreement of the member and the supervisor at any time during the year as the member and supervisor shall determine. Any unused float time may be paid out at the end of each year in the discretion of the Chief of Police. If a member is required to work on a day previously selected as float time, then such time shall be paid for at the overtime rate regardless of when the member is notified that he/she is required to work.

5.1.9.1 Where the member, the supervisor and District commander agree that the member shall not be required to take the float time or where circumstances do not permit the member to take the float time, the member shall be paid the value of the hours in their bank at straight time twice per year in July and January.

5.1.9.2 In circumstances of illness or Duty Injury, where a member cannot take the time off as required, the member and the supervisor will attempt to reschedule the time off within the six-month period, failing which the member shall be paid the value of the hours in their bank at straight time in July or January, as the case may be.

5.1.9.3 With respect to the eight hours that are scheduled off at the discretion of the member and the supervisor at any time during the year, where agreement was reached that the member did not need to take the float time off, or where circumstances did not permit the member to take the time off, the eight hours will be paid from the bank only in January of each year.

5.1.9.4 Members currently assigned to Compressed Twelve Hour schedules shall be assigned to an approved 40 Hour Work Week based on their platoon schedule when such member is absent due to illness or injury beyond a one (1) month period. This will allow the member's scheduled shift base to mirror the shift cycle of his or her respective platoon. The member's leave and statutory holiday entitlements will remain as previously approved with their original twelve (12) hour shift. The proposed shift base will not accrue float time.

5.1.10 **Peak Period Minimum Staffing Numbers**

Peak period minimum staffing numbers from 6:00 p.m. to 3:00 a.m. across the Region shall be amended as follows:

Districts	Sunday to Wednesday	Thursday	Friday & Saturday
1 District	14 + 2	18 + 3	19 + 3
8 District	5 + 1	6 + 1 (See note below)	6 + 1
2 District	9 + 2	11 + 2	12 + 2
5 District	4 + 1	5 + 1	5 + 1
3 District	6 + 1	6 + 1	6 + 1
6 District	4 + 1	5 + 1	5 + 1
Casino Patrol Unit	3 + 1	**3 + 1**	**3 + 1**

Decrease in Thursday peak period minimum staffing numbers for 8 District from 6:00 p.m. to 3:00 a.m. from 6 constables to 5 constables from October 1st to April 30th of each year.

Decrease in Thursday peak period minimum staffing numbers for 6 District from 6:00 p.m. to 3:00 a.m. from 5 constables to 4 constables from October 1st to April 30th of each year.

It is further agreed that the minimum numbers for the Thursday and Sunday of a holiday long weekend, as applicable, will be increased to the same minimums as set out for 6:00 p.m. to 3:00 a.m. on Fridays and Saturdays.

5.1.11 **3:00 a.m. to 6:00 a.m. Minimum Staffing Numbers**

3:00 a.m. to 6:00 a.m. Minimum Staffing Numbers across the Region shall consist of the following:

Districts	Staffing Numbers
1 District	11 + 2
8 District	5 + 1
2 District	7 + 2
5 District	4 + 1
3 District	5 + 1
6 District	3 + 1
Casino Patrol Unit	2 + 1

5.1.12 **6:00 a.m. to 6:00 p.m. Minimum Staffing Numbers**

Subject to the conditions set out below, the minimum staffing numbers from 6:00 a.m. to 6:00 p.m. shall be set as follows:

Districts	Staffing Numbers
1 District	11 + 2
8 District	5 + 1
2 District	7 + 2
5 District	4 + 1
3 District	5 + 1
6 District	3 + 1
Casino Patrol Unit	2 + 1

The parties acknowledge that it is management's right and function to manage the organization.

The parties agree that there must be at least the above 6:00 a.m. to 6:00 p.m. minimum numbers reporting for duty at the beginning of a shift, including, for these purposes, the officers scheduled to report on the 8:00 a.m. shift. Thereafter, the supervisor responsible for deciding whether to call members in on overtime shall consider the following factors:

1. Officer safety;
2. Public safety;
3. Court attendance requirements, including likely duration;
4. Training requirements;
5. The number of officers scheduled to report on the 8:00 a.m. shift;
6. Other factors impacting on the number of officers available and required for duty.

After considering those factors, the supervisor shall decide in his/her discretion, whether or not to hire on overtime.

The parties agree that a supervisor need not hire on overtime to cover short court attendances.

The parties agree that the decision of whether or not to hire on overtime to meet these 6:00 a.m. to 6:00 p.m. minimums shall be in the sole discretion of the supervisor, after consideration of the factors set out above.

The Chief shall instruct the supervisors to provide a written memo to the Deputy Chief, with a copy to the Association, containing the decision as to whether or not to hire, and the reasons therefore.

Staffing shortage to be defined as where the contractual minimum numbers are not available for deployment to general patrol duties. For greater certainty, members who are in training are not to be considered available for general patrol duties.

In the event that the Casino Patrol Unit is amalgamated with 2 District, the minimum staffing numbers for the Casino Patrol Unit and 2 District will be combined and the leave picks for the new amalgamated unit will be in accordance with the time off provisions in section 5.1.13. Further, in such event section 5.1.14 as it relates to the current composition of 2 District will be amended accordingly.

5.1.12.1 Members may be re-deployed between Districts in situations where minimum staffing numbers have not been met in accordance with the following procedure:

If available, members assigned to the Marine Unit, ETU and TEU will be re-deployed first for cross-District deployment to the District where the staffing shortage exists; if unavailable and/or staffing shortages still exist the staffing shortages may be filled by cross-District deployment to the District(s) that is below minimum staffing levels. In such circumstances members will first report to their home District and will be provided with Service transportation to the District he or she is being re-deployed to.

Subject hereto, members will not be denied special bank time off if, at the time of the request, their platoon is above minimum strength provided that the request is made twenty-four (24) hours prior to the commencement of the requested shift. This provision is not intended to apply to the deployment needed in respect of large public events or like circumstances creating a high demand for police resources.

Deployment pursuant to this article shall be consistent with the Memorandum dated 2013-08-22 attached as Appendix "J".

5.1.13 **Leave Choices – Platoon Size**

In 8 District, 5 District and 6 District, platoons of the following size shall be entitled to have the following numbers off on leave or statutory holiday at one time.

Platoon Size	Number of Members Allowed Off
1 to 7	1
8 to 15	2
16 to 23	3
24 to 31	4

In 1 District, 2 District and 3 District, platoons of the following size shall be entitled to have the following numbers off on leave or statutory holiday at one time.

Platoon Size	Number of Members Allowed Off
1 to 8	1
9 to 16	2
17 to 24	3
25 to 32	4

5.1.14 **Leave Choices**

In Districts 1 and 2 and 3 supervisors shall select their annual leave and float time prior to the selection of leaves and float time by constables.

In District 1 supervisors shall pick their annual leave and float time among supervisors in their platoon according to seniority as defined in the Collective Agreement. There can be a total of four (4) officers including a maximum of one (1) supervisor off at any one time and if there is no supervisor off, four (4) constables can be off at the same time.

In Districts 2 and 3 supervisors shall pick their annual leave and float time among supervisors in their platoon according to seniority as defined in the Collective Agreement. There can be a total of three (3) officers including a maximum of one (1) supervisor off at any one time and if there is no supervisor off, three (3) constables can be off at the same time.

In Districts 5 and 8 supervisors shall pick their annual leave and float time with their Platoons according to seniority as defined in the Collective Agreement.

There can be a total of two (2) officers off at any one time.

In District 6, supervisors shall pick their annual leave and float time with their Platoons according to seniority as defined in the Collective Agreement.

There can be a total of one (1) officer off at any one time.

In circumstances where the number of officers assigned to a Platoon is fewer than those identified in Article 5.1.13, the leave choices as identified in Article 5.1.14 shall govern.

Notwithstanding the maximum numbers allowed off at any one time set out above, where because of their numbers and weeks of entitlement, members cannot take all of their leave allotment by year end, the District Commander shall employ the following process to allow more members to be off such that all members are able to take their leave allotment by year end (except in extraordinary circumstances where, on reasonable grounds, the District Commander may decline to do so):

Supervisors shall determine the number of blocks required by their shift or unit to fulfill the annual leave obligations and will compare such number to the number of blocks available for the year.

In circumstances where the number of blocks of annual leave required exceeds the number of blocks available, the Supervisor shall make the requisite number of additional blocks available for selection prior to the commencement of any leave selection.

In the Central Court Unit (Police Bureau), members in Niagara North and Niagara South shall select their annual leave and float time separately from each other. Supervisors shall select their annual leave and float time among the supervisors in those areas according to seniority as defined in the Collective Agreement. In Niagara North there can be a total of two (2) officers and one (1) supervisor off at any one time and if there is no supervisor off there can be a total of three (3) officers off at any one time and in Niagara South there can be a total of one (1) officer and one (1) supervisor off at any one time and if there is no supervisor off there can be a total of two (2) officers off at any one time.

5.1.15 **Shift Monitoring Committee**

The parties agree that there shall be a shift monitoring committee to deal with shift related issues including but not limited to scheduling and leave. The committee shall be composed of equal representation from both Service Management and the Association. The committee shall make recommendations to the Chief of Police for approval.

5.1.16 **Staffing Numbers**

The parties recognize that the Four Platoon System (excluding the regional night shift under Article 5.1.6) is designed to operate with a minimum of 280 constables and 36 sergeants and 12 staff sergeants assigned to platoons who will be working the schedule. If management chooses to operate with fewer than these numbers, it is recognized by both parties that overtime may be required to meet the minimum staffing numbers referred to in this Article. For the purpose of calculating staffing numbers, the parties agree that constables participating in a job share program shall each be counted as one full-time member.

5.2 TEN-HOUR COMPRESSED WORK WEEK SCHEDULE

5.2.1 A ten-hour shift scheduling system shall be established whereby a member shall be on duty for ten (10) consecutive hours, followed by at least fourteen (14) consecutive hours off duty, unless the parties agree otherwise. A normal ten-hour duty shift shall be as follows:

Day Shift:	0600 to 1600 hrs	Afternoon Shift:	1200 to 2200 hrs
or:	0700 to 1700 hrs	or:	1400 to 2400 hrs
	0800 to 1800 hrs	or:	1500 to 0100 hrs
		or:	1600 to 0200 hrs

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

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

5.2.4 A normal work week under the ten-hour shift schedule shall average forty (40) hours per calendar week.

Day Duties

5.3 The provisions of this Article 5.3 apply to those members scheduled to work eight (8) hour day shifts.

5.3.1 The normal work week shall consist of five (5), eight (8) hour days, including one (1) paid hour for a rest or lunch period, from Monday to Friday, inclusive. The rest or lunch period not taken as a result of work commitments shall be paid for at straight time.

General Provisions

5.4.1 The provisions of this Article apply to all members.

5.4.2 The Association and the Board shall jointly monitor the Scheduling System via a committee known as the Compressed Work Week Committee. The Committee will function in accordance with the Information Manual as established in the Policy and Procedures of the Service. The Parties are referring to this Committee the responsibility of evaluating the possible decrease in minimum staffing on Thursday nights and the increase in staffing minimums, including certain holiday weekends.

5.4.3 Except where ninety-six (96) hours notice of a shift change is impracticable given the exigencies of the Service, a member shall be given at least ninety-six (96) hours notice of a change in his or her regularly scheduled shift, failing which notice the member shall be paid at the rate of time-and-one-half for all hours worked on any changed shift commenced within ninety-six (96) hours of the notice being given.

5.4.4 Any requests for changes in days off must be approved by the Chief of Police or designate, "designee" means the Deputy Chief, a Superintendent, a District Inspector, or a District commander.

5.4.5 If in the opinion of the Chief of Police there is a period of emergency or extra-ordinary conditions, however caused, the hours of duty and shift schedule shall be regulated and fixed by the Chief of Police. In these circumstances, the provisions of this Article shall apply insofar as in the opinion of the Chief of Police, they are practicable in the circumstances, and shall at all times be subject to the exigencies of the Service.

5.4.6 Each member covered by this Agreement shall report for duty at least 15 minutes prior to commencement of their tour of duty, which time shall not be included in computing the duration of the tour of duty, and shall be used to prepare for their tour of duty but will not be considered as overtime. For clarification, the 15 minutes may also be used for briefing purposes in the Communications Unit only.

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

6 OVERTIME

6.1 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, and save and except overtime for members participating in a Job Share Program, who remain entitled to overtime but only after working forty (40) hours in a week, or forty eight (48) hours in a block, as applicable. For greater certainty, this provision respecting the payment of overtime to members participating in Job Share Programs only after forty (40) hours in a week or forty-eight (48) hours in a block does not apply to the payment of Court Allowance and Special Duty.

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

6.3 Overtime and court time as set out in Article 13, shall be paid for by direct deposit calculated at the overtime rate or court time rate, at the option of the member of the Service who has worked such overtime or court time. Payment shall be made to the member on a bi-weekly basis, unless such member shall have indicated by a notice in writing at the end of the two week period, to the Manager of Finance, that he or she elects to take time off in lieu thereof, in which case the date upon which time off shall be taken shall be determined on mutual agreement between the member and his or her District Commander.

6.4 INTENTIONALLY DELETED

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

6.6 Any member of the Service covered by this Agreement who has worked overtime, may designate such overtime to a Special Overtime Bank (called the "bank" in this subarticle). The bank shall not exceed one hundred and twenty (120) overtime hours (called "the maximum allowed hours" in this subarticle) at any given time, but may be replenished by the member. The bank shall not be subject to the provisions of Articles 6.3, 6.4 and 6.5 and can only be taken by the member as time off, at the discretion of the Chief of Police. It is understood that upon retirement the maximum number of hours that shall be paid out to a member relating to hours the member has in the bank shall be one hundred twenty (120) overtime hours. Any member having more than the maximum allowed hours in the bank as of July 22, 1996 shall retain those hours in the bank and shall take the hours as

time off in accordance with the provisions of this subarticle, provided that such member shall not be permitted to add hours to the bank until the hours in the bank are less than the maximum allowed hours and at that time any future overtime hours exceeding the maximum allowed hours shall be paid to the member in cash.

7 ACTING RANKS

7.1 Subject to sections 7.2 and 7.4 below, any member of the Service covered by this Agreement who is required to perform the duties of a higher rank shall receive the pay of such higher rank for the total number of days worked in this capacity.

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

7.3 Acting rank shall be distributed to qualified Members on an equitable basis, subject to the exigencies of the Service. For greater certainty, acting rank includes the rank of Inspector.

7.4 Subject hereto, any Member required to perform the duties of the rank of Inspector shall be paid at the lowest step of such rank. All time served in the role of Acting Inspector shall be accumulated and credited for placement or advancement to the next salary step when sufficient credits are so accumulated. For acting purposes, Members will require 1600 hours of acting time to be placed or advanced through to Step 2 and a further 1600 hours to be placed or advanced through any additional salary steps. For promotion purposes, all time served in the role of Acting Inspector will be credited and will qualify the member to the appropriate salary step in accordance with the pay graduation credits applicable to the salary steps for the rank of Inspector.

8 EMERGENCY AND CALL-BACK DUTY

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

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

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

9 SHIFT PREMIUMS

9.1 For Members working the Four Platoon 12 hour Compressed Work Week System, no premium shall be paid for hours worked on the day shift.

9.2 For Members working the 10 hour Compressed Work Week System, no premium shall be paid for hours worked on the day shift.

9.3 Members of the Service who work afternoon and night shifts will be paid as follows:

For all work performed on an afternoon shift there shall be a premium of 40 cents per hour. The afternoon shift is defined as a regular tour of duty in which the majority of the hours worked fall between four o'clock (4:00 p.m.) and twelve o'clock (12:00) midnight.

For all work performed on a night shift, there shall be a premium of 50 cents per hour. The night shift is defined as a regular tour of duty in which the majority of the hours worked fall between eleven o'clock (11:00) p.m. and eight o'clock (8:00) a.m., and includes any shift which begins with the notation "N" in the Patrol Shift Schedule as described in article 5.1.4 above.

9.4 For greater certainty, the parties agree that a member shall not be entitled to payment of a shift premium as provided in this article for hours worked when those hours are paid at the overtime rate in accordance with Article 6.

10 STAND-BY DUTY

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

11 SICK LEAVE

11.1 The provisions of Article 11.1 to Article 11.15 inclusive will apply to all members of the Service who commenced their employment prior to January 1, 1990.

11.2 The provisions of Articles 11.1 to 11.15 inclusive will apply to all members of the Service who commenced their service prior to January 1, 1990. These provisions shall not be subject to change in any way, at any time, without the approval in writing of a clear two-thirds (2/3) majority of the members eligible to participate in the provisions as herein established.

11.3 Each member covered by this Agreement hired prior to January 1, 1990 shall be granted twelve (12) hours leave on account of sickness for each and every month of active service with full pay at the member's current rate of pay.

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

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

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

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

11.8 A member who commenced his/her Service prior to January 1, 1990 reporting for duty and later becoming sick and unable to complete his/her regular tour of duty, shall be credited with the number of hours worked, and shall be required to access his/her sick time hours for those hours not worked.

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

11.10 The current hourly rate of pay mentioned in the provisions of this Article of this Agreement shall be computed by dividing the amount of the member's yearly salary in effect at the date of retirement, or resignation, by two thousand and eighty (2080).

11.11 INTENTIONALLY DELETED

11.12 A member who, on account of illness or injury is absent from work for five (5) or more consecutive working days or fifteen (15) or more accumulative working days in a calendar year may be required to submit and if required will submit, a completed physician or psychologist's report to the Board or its designate by the end of the five (5) consecutive days or fifteen (15) accumulated working days referred to above. Such report will provide a reason for the member's absence and a prognosis for return to work by the member's physician/psychologist. If the member's absence continues beyond five (5) consecutive working days or fifteen (15) accumulated working days in a calendar year, the member may be required by the Board or its designate to report to a physician or psychologist selected by the Board for a medical examination. The Board's physician or psychologist is authorized to provide the parties with a report stipulating a reason for the continued absence and a prognosis for return to work. If there is a disagreement between the opinions of the member's physician/psychologist and the Board's physician/psychologist, then the member may be required to submit and if required will submit, to a medical examination by an independent medical physician, psychologist or specialist agreed to by the parties to this Agreement. Such independent practitioner may consult as necessary with any other physician/psychologist. The independent practitioner shall advise the parties in writing in report form as provided, regarding his/her findings and prognosis and his/her determination shall be binding on the parties. The Board shall have the right to require re-examination of the member by the independent practitioner at reasonable intervals while the member is off duty. There will be no entitlement to sick leave payments or accumulated sick leave payout under the Agreement in the following instances:

1. Failure to submit an attending physician/psychologist's report within fourteen (14) days without reasonable excuse;
2. Without reasonable excuse, fail to report to the Board's physician, psychologist or specialist as above on the date set by the Board for examination;
3. A determination by the member's own physician or the independent physician, psychologist or specialist that the member is able to resume work.

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

11.14 Any fee charged by the member's physician or psychologist, that is not provided for in the medical, hospital and drug coverage provisions of the Working Agreement, shall be borne by the Board up to a maximum of one hundred dollars ($100.00) where the report is from a general practitioner and one hundred and fifty dollars ($150.00) where the report is from a specialist. Fees for the Board's physician, psychologist and the independent physician/psychologist or specialist not provided for in the medical hospital and drug coverage provisions of the Working Agreement, shall be borne by the Board. The parties agree that all medical information or reports, x-rays, etc., accumulated in accordance with these provisions will be kept confidential and access to same will be restricted to the member and the Chief of Police or designee.

11.15 It is further agreed that none of the information accumulated will be used for the purposes of section 88 of Bill 68, Comprehensive Ontario Police Services Act.

INCOME REPLACEMENT PLAN

11.16 The provisions of Article 11.16 to 11.27 inclusive will apply to all members of the Service who commence their employment on or after January 1, 1990.

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

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

SHORT TERM DISABILITY

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

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

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

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

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

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

11.21 Any member who commenced his/her service with the Service on or after January 1, 1990 reporting for duty and later becoming sick and unable to complete his/her regular tour of duty shall be credited with the number of hours worked, and shall be required to access his/her sick time hours for those hours not worked.

11.22 A member who, on account of illness or injury is absent from work for three (3) or more consecutive working days or six (6) or more accumulative working days in a calendar year, may be required to submit, and if required, will submit a completed physician or psychologist's report to the Board or its designate by the end of the three (3) consecutive days or six (6) accumulated working days referred to above. Such report will provide a reason for the member's absence and a prognosis for return to work by the member's physician/psychologist. If the member's absence continues beyond three (3) or more consecutive working days or six (6) or more accumulative working days in a calendar year, the member may be required by the Board or its designate to report to a physician or psychologist selected by the Board for a medical examination. The Board's physician or psychologist is authorized to provide the parties with a report stipulating a reason for the continued absence and a prognosis for return to work. If there is a disagreement between the opinions of the member's physician/psychologist and the Board's physician/psychologist, then the member may be required to submit, and if required, will submit to a medical examination by an independent medical physician, psychologist or specialist agreed to by the parties to this Agreement. Such independent practitioner may consult as necessary with any other physician/psychologist. The independent practitioner shall advise the parties in writing in report form as provided, regarding his/her findings and prognosis and his/her determination shall be binding on the parties. The Board shall have the right to require re-examination of the member by the independent practitioner at reasonable intervals while the member is off duty. There will be no entitlement to sick leave payments or accumulated sick leave payout under the Agreement in the following circumstances:

1. Failure to submit an attending physician/psychologist's report within fourteen (14) days without reasonable excuse;
2. Without reasonable excuse, fail to report to the Board's physician, psychologist or specialist as above on the date set by the Board for examination;
3. A determination by the member's own physician or the independent physician, psychologist or specialist that the member is able to resume work.

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

11.24 Any fee charged by the member's physician/psychologist, that is not provided for in the Medical, Hospital and Drug Coverage provisions of the Working Agreement, shall be borne by the Board up to a maximum of one hundred dollars ($100.00) where the report is from a general practitioner and one hundred and fifty dollars ($150.00) where the report is from a specialist. Fees for the Board's physician/psychologist and the independent physician/psychologist or specialist not provided for in the Medical, Hospital and Drug Coverage provisions of the Working Agreement shall be borne by the Board. The parties agree that all medical information or reports, x-rays, etc., accumulated in accordance with these provisions will be kept confidential and access to same will be restricted to the member and the Chief of Police or designee.

11.25 It is further agreed that none of the information accumulated will be used for the purposes of section 88 of Bill 68, Comprehensive Ontario Police Services Act.

INTEGRATION OF BENEFITS

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

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

11.27 **SHORT TERM DISABILITY SCHEDULE**

LENGTH OF SERVICE	100% SALARY	75% SALARY
Less than 3 Months Service	Nil	Nil
3 Months but less than 1 Yr	Nil	1040 Hours
1 Year but less than 2 Yrs	40 Hours	1000 Hours
2 Years but less than 3 Yrs	80 Hours	960 Hours
3 Years but less than 4 Yrs	120 Hours	920 Hours
4 Years but less than 5 Yrs	160 Hours	880 Hours
5 Years but less than 6 Yrs	200 Hours	840 Hours
6 Years but less than 7 Yrs	240 Hours	800 Hours
7 Years but less than 8 Yrs	280 Hours	760 Hours
8 Years but less than 9 Yrs	320 Hours	720 Hours
9 Yrs but less than 10 Yrs	360 Hours	680 Hours
10 Yrs but less than 11 Yrs	400 Hours	640 Hours
11 Yrs but less than 12 Yrs	440 Hours	600 Hours
12 Yrs but less than 13 Yrs	480 Hours	560 Hours
13 Yrs but less than 14 Yrs	520 Hours	520 Hours
14 Yrs but less than 15 Yrs	560 Hours	480 Hours
15 Yrs but less than 16 Yrs	600 Hours	440 Hours
16 Yrs but less than 17 Yrs	640 Hours	400 Hours
17 Yrs but less than 18 Yrs	680 Hours	360 Hours
18 Yrs but less than 19 Yrs	720 Hours	320 Hours
19 Yrs but less than 20 Yrs	760 Hours	280 Hours
20 Yrs but less than 21 Yrs	800 Hours	240 Hours
21 Yrs but less than 22 Yrs	840 Hours	200 Hours
22 Yrs but less than 23 Yrs	880 Hours	160 Hours
23 Yrs but less than 24 Yrs	920 Hours	120 Hours
24 Yrs but less than 25 Yrs	960 Hours	80 Hours

25 Yrs but less than 26 Yrs ..... 1000 Hours ..... 40 Hours
26 Yrs but less than 27 Yrs ..... 1040 Hours ..... Nil

LONG TERM DISABILITY

11.28 The Service will pay 100% of the cost of premiums for Long-Term Disability Benefits as described in Appendix K hereto and failure to do so shall be subject to the grievance procedure. It is understood that the administration, adjudication and application of such benefits is the sole responsibility of the benefit provider who shall bear all liability with respect to claims under the applicable Long Term Disability Plan. As a result, it is agreed by the Parties that any claims challenging any aspect of benefit entitlement or administration shall not be subject to the grievance procedure.

GENERAL PROVISIONS

11.29 The provisions of Article 11.29 to 11.37 inclusive will apply to all members of the Service covered by this Agreement regardless of which sick leave plan applies to them.

11.30 Absence on account of injuries received while on duty shall not be deemed as sick leave unless the WSIB claim is denied.

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

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

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

(i) If leave is to be rescheduled, such rescheduled leave shall be taken by mutual agreement within three (3) months of the member's return to work;

(ii) If there is no mutual agreement on rescheduled leave within that three (3) month period, the Chief may order the member to take his or her leave at a time outside of such three (3) month period;

(iii) Leave carried over to a subsequent year pursuant to this Article 11.33 shall not form part of the annual leave process for that subsequent year;

(iv) If a member retires following a period of absence due to illness prior to taking his or her rescheduled leave, and prior to receiving cash for that leave, the unused leave shall be paid out in cash at the time of such retirement;

(v) The vacation entitlement cannot be split by the Chief. For greater certainty, if the member had a two (2) consecutive week vacation entitlement, the rescheduled leave shall be for two (2) consecutive weeks, unless the member otherwise agrees;

(vi) In the event that the Chief determines to pay the member out for their unused leave, such member shall be paid by cheque for same at the rates applicable by January 31st following the year of entitlement.

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

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

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

11.37 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 ANNUAL VACATIONS AND STATUTORY HOLIDAYS

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

12.2 All members with less than one year of service shall receive vacation on the basis of the provisions of Article 12.3 but pro-rated according to his/her actual length of service up to a maximum of eighty (80) hours.

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

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

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

12.6 All members having completed fifteen (15) or more years of service shall receive two hundred (200) hours.

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

12.8 All members having completed twenty-eight (28) or more years of service shall receive two hundred and eighty (280) hours. Effective January 1, 2018, all members having completed twenty-seven (27) or more years of service shall receive two hundred and eighty (280) hours. Effective January 1, 2020, all members having completed twenty-six or more years of service shall receive two hundred and eighty (280) hours.

12.9.1 Each Member covered by this Agreement who is working the Four Platoon Shift System, or the Ten Hour Compressed Work Week System described in Article 5.2 shall be granted, during the term of this Agreement, in addition to his or her annual vacation, ninety-six (96) hours time off in lieu of statutory holidays and declared holidays. Members will also be granted 8 hours for any new statutory or declared holidays that come into effect during the term of the Agreement.

12.9.2 Each member covered by Article 5.3 (Day Duties) shall be granted twelve (12) statutory or declared holidays with pay as follows:

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

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

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

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

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

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

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

12.12 Annual vacations will be scheduled so that all officers working Day Duties 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 Ten-Hour Compressed Work Week System or the Twelve-Hour Four Platoon Shift System they may take a minimum of two (2) complete blocks of shifts during the prime vacation time, if they so desire.

12.13 To accomplish this, personnel with only eight (80) hours annual vacation may apply their statutory holidays for any extra days that may be necessary to give them the two (2) complete blocks of shifts. This is subject to Clause "e" below. To effect this, the following will apply:

a. Prime Vacation Time is defined as June, July, August and September and the last two (2) weeks in December.

b. Members with only eighty (80) hours annual vacation will be allowed to take the two (2) blocks consecutively, or to split the eighty (80) hours only once, at the option of the member.

c. Statutory holidays, when applicable, and any annual vacation not taken in the prime vacation time, must be taken between January 1 and May 31, or between October 1 and the last two (2) weeks in December.

d. All statutory holidays and annual vacation must be completed by December 31, in any year, except for any unusual circumstances. If under these unusual or mitigating circumstances, then only with the approval of the Chief of Police.

e. Supervisors scheduling annual vacation or statutory holidays shall give preference to the request of members on the basis of greater seniority, wherever practicable. Therefore, seniority will permit all members to request two (2) weeks or two (2) complete blocks of shifts off in the first instance. Then this cycle would commence again on the basis of seniority and work from the member with the greatest seniority to the member with the least seniority, until all annual vacation and statutory holidays have been scheduled.

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

f. Once the schedules of annual vacation and statutory holidays have been sent to the Deputy Chief of Police, they may not be changed except with the consent of the Chief of Police.

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

g. Statutory holidays and annual vacation schedules must be submitted by the 15th day of December of the previous year.

h. All of the provisions of Articles 12.12 and 12.13 shall be subject to the exigencies of the Service.

i. The annual leave entitlement of any member for the years 2007 and thereafter, who has served time in any other police service as a sworn officer or who has served time in a military police capacity, shall be calculated by including the years of service with the prior police service or military police service, provided that seniority for the purposes of determining the order of vacation picks in accordance with sub-paragraph (e) above shall be defined as seniority with the Niagara Regional Police Service. For greater certainty, previous service time for the purposes of this section does not include time spent as a provincial offences officer, special constable or municipal law enforcement officer or such similar position unless members have previously been provided with credit for such service. It will be the responsibility of the member claiming previous service time to provide satisfactory proof to support such claim. For the year 2006 when a serving member is hired from another police service in Ontario, the annual leave entitlement of that member shall be calculated by including the years of service with the prior police service, provided that seniority for the purposes of determining the order of vacation picks in accordance with sub-paragraph (e) above shall be defined as seniority with the Niagara Regional Police Service.

12.14 This Article 12.14 applies to those Members working the Ten-Hour Compressed Work Week Schedule described in Article 5.2 and who work day duties as described in Article 5.3.

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

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

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

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

12.14.5 But, in any event, no person may take any more than two (2) weeks (ten (10) working days for those Members on day duties, or eight (8) working days for those Members working the Ten-hour Compressed Work Week System) or two (2) complete blocks of shifts of vacation during the prime vacation time, unless there is sufficient time open to take additional weeks.

13 COURT ALLOWANCE

13.1 Each member of the Service who is required to attend a Court sitting as a witness while off duty, because of his or her duties and status as a Police Officer, shall be paid by cheque or by way of time off as set out in Articles 6.3 and 6.4 herein, a minimum of four (4) hours pay at time and one-half (1-1/2), irrespective of the actual period of time which he or she is required to remain in Court. The 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 or she shall be entitled to be paid at the rate of time and one-half for any period that he or she is required to remain in Court for over four (4) hours.

13.1.1 A member who is required to attend a double court sitting during the day and who is then required to report for duty on a night shift shall have the option of changing his/her shift to a day shift thereby foregoing the overtime premium and not working the night shift. The member decision to work the night shift can be overridden by the supervisor on an Occupational Health and Safety basis only if the supervisor feels that the member is not fit to work the 12 hour night shift. No 96 hour notice of shift change is required.

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

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

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

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

13.5 Subject hereto, each member of the Service who is required to attend a Court sitting as a witness while off duty on annual vacation or on a statutory holiday, because of his or her duties and status as a Police Officer, shall be paid by direct deposit or by way of time off as set out in Articles 6.3 and 6.4 herein, a minimum of six (6) hours pay at double the member's regular hourly rate, irrespective of the actual period of time which he or she is required to remain in Court. Where a Court Sitting exceeds the six (6) hour minimum, he or she shall be entitled to be paid at the rate of double time for any period that he or she is required to remain in Court for over six (6) hours. The hourly rate of pay shall be based on the annual salary of each member of the Service affected, divided by 2,080, being the total annual regular hours of work. With respect to members working the 12 hour Compressed Work Week schedule, it is understood that annual vacation includes the 4 days immediately preceding the member's vacation and the 4 days immediately following the member's vacation. With respect to members working the 10 hour Compressed Work Week schedule, it is understood that annual vacation includes the Friday of the vacation week in the case of a member working Monday to Thursday and includes the Monday of the vacation week in the case of a member working Tuesday to Friday. For members booking annual leave on a court date after that court date has been set, the court allowance provisions of 13.1 above will apply to the Court sitting notwithstanding that it takes place while the member is off duty on annual vacation or on a statutory holiday leave.

13.6 Subject hereto, when a member is on annual or statutory leave and must make a court appearance, transportation, accommodation, and meals shall be provided with one (1) additional day for each day or part thereof required for such court appearance. With respect to members working the 12 hour Compressed Work Week schedule, it is understood that annual vacation includes the 4 days immediately preceding the member's vacation and the 4 days immediately following the member's vacation. With respect to members working the 10 hour Compressed Work Week schedule, it is understood that annual vacation includes the Friday of the vacation week in the case of a member working Monday to Thursday and includes the Monday of the vacation week in the case of a member working Tuesday to Friday. For members booking annual leave on a court date after that court date has been set, no additional day will be provided for each day or part thereof required for such court appearance notwithstanding that it takes place while the member is off duty on annual vacation or on statutory holiday leave and transportation, accommodation and meals will be limited to that applicable where the court allowance provisions of section 13.1 apply.

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

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

13.8 COURT - shall mean Provincial Judges Court, County Court, Supreme Court, Divisional Court, Family Court, Juvenile Court, Traffic Court, or any Judicial or Quasi-Judicial hearing, including a Police Services Act Tribunal in which the member claiming court allowance is a witness or at any sitting not specified where a member is required to attend as a witness and give evidence as part of his or her Police duties, or where the member is an accused, but is found not guilty of all offenses including those dealt with in Court, arising out of the incident that gave rise to the Police Act charges.

13.9 Each member required to attend any Court session outside of the Niagara Regional area, and required to attend as a witness and give evidence as part of his or her Police duties, and who is required to use their own vehicle or provide their own transportation, shall be paid the mileage rate paid to Regional employees as amended from time to time, and a meal allowance of twelve dollars ($12.00) for each meal after four (4) hours attendance.

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

13.10 Each member required to attend Court outside the District area in which such member resides and is required to attend as a witness and give evidence as part of his or her Police duties in another District area within the Niagara Regional area, and who is required to use their own vehicle or provide their own transportation, shall be paid the mileage rate paid to Regional employees as amended from time to time, and a meal allowance of twelve ($12.00) dollars for each meal after four (4) hours attendance. If the Member resides outside the boundaries of The Regional Municipality of Niagara, the mileage payable under this Article shall be calculated from the closest District to the Member's residence. For the purposes of this sub-article, Districts 1, 2, 3, 5, 6 and 8 shall each be considered to be a separate District Area.

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

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

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

13.14 Those members on Workplace Safety & Insurance shall not be entitled to Court Time.

13.15 A member who has retired from the Niagara Regional Police Service and is required to attend court as a result of former duties as a member of the Niagara Regional Police Service, shall be compensated at straight time for actual time spent in court, based on the member's hourly rate of pay at the time of retirement at a minimum of one hour's pay for court attendance, plus mileage at the rate set by The Regional Municipality of Niagara in effect at the time of such attendance.

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

14 SERVICE BAR

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

15 MEDICAL, HOSPITAL AND DRUG INSURANCE

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

15.2 Supplementary Manulife for hospital care or semi-private coverage or equivalent.

15.3 Effective June 1, 1997, drug prescription coverage pursuant to the Manulife Formulary 3 Plan, subject to a maximum dispensing fee of $7.50 per prescription, and subject to the condition that members use generic drugs unless the specific generic drug is not effective.

15.4 Extended Health Benefits under the Service's Group Insurance Plan or equivalent with prosthetic appliances and durable medical equipment to a maximum of twenty thousand dollars ($20,000.00) per person per year, Private Duty Nursing to a maximum of thirty-five thousand dollars ($35,000.00) per person per year, chronic care coverage in the amount of three dollars ($3.00) maximum per day to a maximum of 120 days per person per year and for all other hospital stays private hospital room coverage to a maximum of 120 days per person per year. This Extended Health Benefit shall also provide for para-medical coverage which includes the following:

15.4.1 Chiropractor, Osteopath, Podiatrist, Chiropodist, Acupuncturist and Naturopath effective January 1, 2011 to a maximum of four hundred and fifty dollars ($450.00) per benefit year, increasing to five hundred dollars ($500.00) per benefit year effective May 29, 2013, increasing to five hundred and fifty dollars ($550.00) per benefit year effective January 1, 2015. The chiropractic benefit is increased to six hundred dollars ($600.00) effective June 1, 2017, six hundred and fifty dollars ($650.00) effective January 1, 2018 and seven hundred dollars ($700.00) effective January 1, 2019.

15.4.2 Psychologist, psychotherapist and psychoanalyst to a maximum of one thousand dollars ($1,000.00) per benefit year, increasing to one thousand two hundred and fifty dollars ($1,250.00) per benefit year effective May 29, 2013, increasing to one thousand five hundred dollars ($1,500.00) per benefit year effective January 1, 2016 with no hourly fee cap or fee limitation for the first visit. The psychologist, psychotherapist and psychoanalyst benefit is increased to three thousand dollars ($3,000.00) effective January 1, 2018 and to twenty thousand ($20,000.00) effective January 1, 2020 . Retirees are entitled to receive a psychologist benefit of one thousand five hundred dollars ($1,500.00) for two (2) years following retirement effective April 11, 2017. Social worker to be added as an eligible provider effective April 11, 2017. Effective January 1, 2020, retirees are entitled to receive a psychologist benefit of $20,000.00 for 5 years following retirement with no change to the existing $1500.00 benefit for their spouse or eligible children.

15.4.3 Audio-Hearing Aids to a maximum of three hundred dollars ($300.00) every two years, increasing to three hundred and thirty dollars ($330.00) per twenty four (24) months effective May 29, 2013, increasing to three hundred and fifty dollars ($350.00) per twenty-four (24) months effective January 1, 2014. Effective January 1, 2018, the audio-hearing benefit is amended to eight hundred dollars ($800.00) every forty-eight (48) months.

15.4.4 Obus Back Supports.

15.4.5 Manulife Deluxe Plan, Out-of-Province Coverage.

15.4.6 The lesser of twenty-five percent (25%) of the purchase price of a continuous positive air pressure respirator, or that portion of the purchase price of such respirator not paid pursuant to Provincial, Federal or other grant programs.

15.4.7 Two (2) pairs of custom made orthotics in the first year of a claim for Members and spouses, and one (1) pair per year thereafter. For dependants under age 18, two (2) pairs of orthotics per year. Each pair is capped at a maximum fee of $375.00. The custom made orthotics must be prescribed by a licensed physician (including a podiatrist and chiropodist) and provided by a licensed retail supplier.

15.4.8 Speech Pathologist to a maximum of one thousand dollars ($1,000.00) per benefit year.

15.4.9 Massage Therapy to a maximum of four hundred dollars ($400.00) per benefit year effective January 1, 2011, increasing to five hundred dollars ($500.00) per benefit year effective May 29, 2013, increasing to five hundred and fifty dollars ($550.00) per benefit year effective January 1, 2014 with a fifty dollar ($50.00) per visit maximum. Massage therapy benefit is increased to six hundred dollars ($600.00) effective June 1, 2017, six hundred and fifty dollars ($650.00) effective January 1, 2018 and seven hundred and fifty dollars ($750.00) effective January 1, 2019. The per visit maximum is increased to seventy-five dollars ($75.00) effective June 1, 2017.

15.4.10

15.4.10.1 Bras and Wigs to a maximum of five hundred dollars ($500.00) lifetime allowance.

15.4.10.2 Effective January 1, 2018, support hose to a maximum of two hundred dollars ($200.00) per year.

15.4.11 Insulin Pumps – 50% co-payment to a maximum of three thousand dollars ($3,000.00) for the insulin pump only. Insulin pumps may only be purchased from Medtronic (unless mutually agreed otherwise by the Association and the Board). Members will be fully reimbursed for the full amount paid if insulin pumps are returned within the ninety (90) day trial period. Full coverage for all supplies in conjunction with the use of the pump is in addition to the above equipment purchase and will be covered by the Group Plan.

15.4.12 Custom made Orthopedic Shoes within reasonable and customary limit to be pre-approved by the Group Insurance Plan provider. The custom made orthopedic shoes must be prescribed by a licensed physician (including a podiatrist and chiropodist) and provided by a licensed retail supplier.

15.4.13 Physiotherapist to a maximum of fifty dollars ($50.00) visit maximum.

15.5 Dental Coverage as follows:

15.5.1 Liberty Health Dental Plan No. 9 or its equivalent, provided that, effective June 1, 1997, the recall for dependent children will be six (6) months, and the recall for adults will be nine (9) months, unless a previously diagnosed condition exists which requires attendance more frequently than six (6) months on nine (9) months, as the case may be;

15.5.2 The O.D.A. Fee Schedule is to be one year in arrears;

15.5.3 Orthodontia rider [fifty percent (50%) Co-Insurance], two thousand five hundred dollars ($2,500.00) lifetime limit effective January 1, 2011, increasing to a three thousand dollars $3,000.00 lifetime limit (fifty percent (50%) Co-Insurance remains) effective May 29, 2013, increasing to a three thousand five hundred dollars ($3,500.00) lifetime limit (fifty percent (50%) Co-Insurance remains) effective January 1, 2016;

15.5.4 Coverage for caps and crowns (50% co-insurance, two thousand five hundred dollars ($2,500.00) lifetime limit, increasing to three thousand ($3,000.00) dollars lifetime limit effective January 1, 2014); Effective June 1, 2017, this benefit changes to a one thousand five hundred dollar ($1,500.00) annual limit subject to the same 50% co-insurance provision.

15.5.5 INTENTIONALLY DELETED

15.5.6 An Industry Standard Alternate Benefits Clause shall be added to the Dental Plan;

15.5.7 Scaling and root planing shall be limited to 8 units (2 hours) per year.

15.6 Vision Care under Service's Vision Care Plan provider or equivalent ($350.00) maximum every 24 months, increasing to three hundred and seventy-five dollars ($375.00) every 24 months effective January 1, 2014. The vision benefit is increased to four hundred dollars ($400.00) effective June 1, 2017, four hundred twenty-five dollars ($425.00) effective January 1, 2018 and four hundred fifty dollars ($450.00) effective January 1, 2019. This benefit can be applied to eye testing and laser surgery.

15.7 The Board will continue to pay the premiums necessary to continue the insurance coverage provided by this Article (save and except 15.5.2 and 15.6) for members retiring from this Service at normal retirement date in the same manner as if their employment continued. The benefit described pursuant to Article 15.4.5 is subject to a seventy-five thousand dollar ($75,000.00) per person, per year, limit. This shall apply to such members who have retired on or after January 1, 1970 and before July 31, 1983.

15.8 For members who retire at normal retirement date after July 31st, 1983, the Board will continue to pay Extended Health Care premiums as defined in Articles 15.2, 15.3 and 15.4 until age 65.

15.9 If a member becomes totally disabled as defined by the Ontario Municipal Employees Retirement System, the Board will pay Extended Health/Vision Care and Dental plan premiums as defined in Articles 15.2, 15.3, 15.4, 15.5 and 15.6 until age 65.

15.10.1 In the event of the death of a member killed in the line of duty or who dies as a result of injuries sustained while in the line of duty, the Board shall continue to pay Extended Health/Vision Care and Dental plans as defined by 15.2, 15.3, 15.4, 15.5 and 15.6 on behalf of the widow/widowers. These payments will continue until the widow or widower reaches the age of 65.

15.10.2 The Board will also continue premium payments to these plans on behalf of the dependents of such deceased member, until the dependent(s) reaches the age of 21.

15.11

15.11.1 The Board will extend to the spouse of a deceased member, the privilege of joining the Extended Health/Vision Care plans and Dental plan until the spouse reaches the age of 65.

15.11.2 The Board will extend to the dependent(s) of a deceased member, the privilege of joining the Extended Health/Vision Care plan and Dental plan until the dependent(s) reaches the age of 21.

15.12

15.12.1 The Board shall continue to pay Extended Health Care Premiums as defined in Articles 15.2, 15.3 and 15.4 on behalf of those members:

- who retire after thirty years (30) years of eligible OMERS service of which fifteen (15) years of that time is Niagara service time and fifty (50) years of age; or
- after reaching the OMERS 85 factor with fifteen (15) years of Niagara service time; or
- attaining age sixty (60) with fifteen (15) years of Niagara service time.

15.12.2 Such members shall be allowed to participate in Retiree Dental and Vision Care plans as defined in Articles 15.5 and 15.6 respectively until age 65, provided they pay their own premiums and allow no lapse in coverage, provided that for members retiring from the Service on or after January 1, 2003, and continuing until the Member reaches the age of 65, the Board shall reimburse the member to a maximum of $800.00 per year in respect of the retired Member's dental and vision coverage premiums.

15.12.3 Such members shall be allowed to participate in Retiree Dental and Vision Care plans as defined in Articles 15.5 and 15.6 respectively until age 65, provided they pay for their own premiums and allow no lapse in coverage, provided that for members retiring from the Service on or after January 1, 2006, and continuing until the member reaches the age of 65, the Board shall reimburse the member to a maximum of $1,000.00 per year in respect of the retired member's dental and vision coverage premiums.

15.12.4 Effective January 1, 2007, all members who retire on and after January 1, 2006 and before January 1, 2009 shall be eligible for a Health Care Spending Account (HCSA) in the amount of $2,000.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spend by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members for the five years immediately following the member's 65th birthday.

15.12.5 Effective July 26, 2010, all members who retire on or after January 1, 2009 shall be eligible for a Health Care Spending Account (HCSA) in the amount of $2,500.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spent by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members who retire after January 1, 2009 for the ten (10) years immediately following the member's 65th birthday and the annual eligibility for the HCSA shall be pro-rated for the year that the member attains age 65, and also for the year that the member attains age 75.

15.12.6 Effective May 29, 2013, all members who retire on or after January 1, 2012 shall be eligible for a Health Care Spending Account (HCSA) in the amount of three thousand dollars $3,000.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spent by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members who retire after January 1, 2012 for the ten (10) years immediately following the member's 65th birthday and the annual eligibility for the HCSA shall be pro-rated for the year that the member attains age 65, and also for the year that the member attains age 75.

15.12.7 Effective January 1, 2015, all members who retire on or after January 1, 2013 shall be eligible for a Health Care Spending Account (HCSA) in the amount of three thousand two hundred and fifty dollars $3,250.00 per year. The account shall be available to reimburse the member for all medical and/or dental expenses allowed by CRA. The member may claim eligible expenses or those of a spouse/common law partner or dependent against his/her Account. The member must submit original receipts in order to receive reimbursement from the Account. Money allocated in a plan year must be spent by the end of the following plan year (maximum 24 months) or it is forfeited. The Account shall be available to the members who retire after January 1, 2013 for the ten (10) years immediately following the member's 65th birthday and the annual eligibility for the HCSA shall be pro-rated for the year that the member attains age 65, and also for the year that the member attains age 75.

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

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

15.15 Effective on ratification, the benefits insurance contract will be amended to provide for internal coordination of benefits, i.e., all members of the Service who are married or living common law, (including those in a same-sex partner relationship) with another member of the Service will be treated, for the purposes of benefit entitlements, in the same way that they would be if their relationship was with a person not employed by the Service).

15.16 Health benefits in respect of full-time members shall commence on the effective date of appointment of such member.

15.17 Any benefits package to which any retired member becomes entitled after retirement from the Service shall be considered to be the primary benefits, provided that such retiree may submit their claims to the new employer plan without prejudice to their rights to access Service benefits, and to their entitlement to the co-ordination of Service benefits.

15.18 In respect of members who retire from the Service on or after January 1, 2009 with single benefits coverage, and who subsequently have a lifestyle change so as to require family benefits coverage, such members shall be responsible for the difference in the cost of premiums between single and family coverage.

15.19 All members retiring between January 1, 2019 to December 31, 2019 inclusive will be included in any retiree benefit enhancements that may be negotiated or awarded in the next Collective Agreement commencing January 1, 2020.

15.20 The Board acknowledges that any differences contained in any contract of insurance which the Board enters into for the provision of benefits set out in the Agreement will not be relied on by the Board as acquiescence by the Association that the discrepancy has been agreed to for the purposes of any estoppel argument.

15.21 Health benefit entitlements for common-law spouses are effective three (3) months from the date of formal notification of the common law spouse status to the Human Resources Unit.

16 PENSION PLAN

16.1 The normal retirement age for Police members of the Service prior to December 31, 2006 shall be sixty (60) years of age.

16.2 The Board shall provide, to the normal retirement age prior to January 1, 2007 and as required by law thereafter, the O.M.E.R.S. Basic Pension Plan Benefit as prescribed under the *O.M.E.R.S. Act* and Regulations thereto (R.S.O. 1980, ch. 348 as amended).

16.3 In addition, the Board shall provide a two percent (2%) Supplementary Type I Past Service Benefit based on the same formula as provided in the Regulations to the O.M.E.R.S. Basic Pension Plan Benefit. The Board shall pay the total cost of such Supplementary Past Service Benefit. The Board and the member shall make equal contributions to the O.M.E.R.S. Basic Pension Plan Benefit as prescribed under the O.M.E.R.S. Act and Regulations thereto.

17 PLAINCLOTHES REIMBURSEMENT

17.1 Each member covered by this Agreement who is required to provide and wear business attire as part of their regular duties, shall be reimbursed by the Board for expenses incurred in the purchase of such clothing, upon presentation of the necessary receipts. Such reimbursement shall be in an amount not to exceed one thousand two hundred dollars ($1,200.00), effective January 1, 2010. Plain clothes reimbursement for members required to wear street clothes as part of their regular duties shall be an amount not to exceed one thousand dollars ($1,000.00). Reimbursement to be made at the time of presentation of receipts as long as member has commenced his/her assignment and is working full time in such capacity. For clarification, effective January 1, 2020, members who are in such assignment, but who are off work on an approved leave of absence, including absences where the member is receiving WSIB or LTD benefits, for one (1) calendar year or longer, shall not be entitled to the reimbursement unless they have been compelled to attend court during the period of absence. For members entitled to the $1,200.00 allowance who are assigned to a project or assignment requiring him/her to wear street clothes, that member may apply up to two hundred ($200.00) of the $1,200.00 allowance to street clothes.

17.2 Each member serving in plainclothes on a part-time basis shall receive a clothing expense allowance on a pro-rata basis, during the first six (6) months of such service in any year.

17.3 Each member continuing to serve in plainclothes for more than six (6) months in any year shall be reimbursed for the expenses incurred, in the same manner as set forth in Article 17.1.

17.4 Business attire does not include underwear, accessories or swimwear.

18 CLEANING OF UNIFORMS AND EQUIPMENT

18.1 The Board shall provide contract cleaning vouchers to members on the following basis:

18.1.1 In January of each year, for members assigned to duties which require the wearing of business attire in the performance of those duties, $125.00 in vouchers;

18.1.2 In July of each year, $75.00 in vouchers.

19 LIFE INSURANCE

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

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

19.3 Early retirees shall be allowed to participate in life insurance coverage as provided in Articles 19.1 and 19.2 up to a maximum of $25,000 until age 65, provided they pay their own premium costs.

19.4 The Board shall implement a retiree group insurance plan and members who are retiring and who meet the criteria set out in Article 19.5 or who have continued their life insurance as provided in Article 19.3 will be allowed to participate in the retiree plan provided they agree to pay their own premium costs.

19.5 The Board shall provide paid-up life insurance in the amount of three thousand dollars ($3,000.00) on behalf of those members:

- who retire after thirty (30) years of eligible OMERS service of which fifteen (15) years of that time is Niagara service time and fifty (50) years of age; or
- after reaching the OMERS 85 factor with fifteen (15) years of Niagara service time; or
- who attain age sixty (60) with fifteen (15) years of Niagara service time.

19.6 Employee paid Optional Additional Life Insurance in units of ($25,000) to a maximum of ten (10) units ($250,000), and Spousal Optional Life Insurance in units of ($25,000) to a maximum of four (4) units ($100,000) shall be available to members, provided that such coverage is available from the carrier.

20 WORKPLACE SAFETY & INSURANCE

20.1 Subject hereto, each member covered by this Agreement who is absent on account of injuries received while on duty and who is receiving a pension, salary or wage award from the Workplace Safety and Insurance Board shall be entitled to be paid the difference between the pension wage and salary award from the Workplace Safety and Insurance Board and his or her current net salary as long as such member remains in the employ of the Niagara Police Board. In addition, those members entitled to a specialty allowance at the time of their injury shall continue to be paid the applicable allowance for 5 full calendar years from the date of their WSIB claim unless their injury predates January 1, 2020; for those members whose injury predates January 1, 2020 they shall be entitled to receive all applicable specialty allowance payments during the time they are absent from work as long as they remain employed.

Any member who goes off on WSIB after April 11, 2017 is only entitled to the top up payment referenced in this section 20.1 until such member is entitled to retire with an unreduced pension in accordance with OMERS regulations (35 years of eligible contributions.)

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

Any member who does not comply with the provisions of the *Workplace Safety & Insurance Act* or Regulations thereto and subsequently receives a salary or wage award or an amount less than the prevailing maximum payable, due to such non-compliance, shall not receive from the Niagara Police Board the difference between the wage or salary award paid by the Workplace Safety & Insurance Board and his or her current net salary. For the purpose of this Clause, net pay shall be the pay for the rank of the member as shown in Appendix "A" less those deductions required under Government Statutes, pension plans and as provided for in this Agreement.

20.2 Subject to the terms of this Article, each member covered by this Agreement who is injured as a result of carrying out his/her duties shall not be deprived of his/her vacations or statutory holidays as a result thereof, and shall accumulate such vacation credits and statutory holidays as he/she might otherwise receive.

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

20.2.2 In respect of members who have been off work and receiving WSIB benefits for less than two (2) consecutive calendar years (with respect to vacation credit and float time), or less than one (1) consecutive calendar year (respecting statutory holidays), within one week of the member's return, the member and the Chief of Police or designee shall mutually agree upon when the vacation credit, statutory holidays and float time, as the case may be, shall be taken within the following twelve (12) months, or in the alternative, the member may elect to be paid for same at the rates of pay applicable in the year of accrual.

20.2.3

20.2.3.1 In respect of members who have been off work and receiving WSIB benefits for two (2) consecutive calendar years or longer, the member shall not accrue annual leave or float time during the period he/she is off work after the expiration of the said two (2) consecutive calendar years.

20.2.3.2 In respect of members who have been off work and receiving WSIB benefits for one (1) calendar year or longer, the member shall not accrue statutory holiday time during the period he/she is off work after the expiration of the said one (1) calendar year.

20.3 Where a member who is injured in circumstances in which he/she might be entitled to compensation under the *Workplace Safety & Insurance Act* (assuming timely and proper application is made) elects instead to claim against a third party, he/she shall, as a condition of receiving sick pay benefits, undertake in writing to reimburse the Service out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay benefits and upon his/her return to duty having made such reimbursement, his/her accumulated sick pay credits shall be restored accordingly.

21 TRAINING PERIODS

21.1 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.

22 MOTORCYCLE ALLOWANCE

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

23 MEAL ALLOWANCE

23.1 Each member covered by this Agreement who works three (3) continuous hours in addition to his/her regular tour of duty, shall be granted a meal allowance of twelve dollars ($12.00). Where a member works more than three (3) continuous hours in addition to his/her regular tour of duty, further payments of meal allowance shall be at the discretion of the Chief of Police or designee.

23.2 Each member who is required to work outside of the Regional Municipality of Niagara shall be granted a per diem meal allowance in accordance with such allowance as is paid to employees of the Regional Municipality of Niagara.

23.3 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 twelve dollars ($12.00) in lieu thereof.

23.4 Each member, when assigned to work out of his or her jurisdiction for a period of more than four (4) hours, shall be granted a meal allowance of twelve dollars ($12.00).

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

24 ONTARIO POLICE COLLEGE RECRUIT FEES

24.1 Each recruit shall be responsible for payment of his or her own tuition fees payable to the Ontario Police College.

24.2 For each recruit hired prior to January 1, 2018, the Board shall reimburse the recruits mentioned in 24.1 above for the Ontario Police College tuition fees over a period of five years in an amount equal to one-fifth of the tuition fees per year, payable on the anniversary date of the recruit's hire date.

24.3 The Board shall, if requested in writing, by the recruit, loan the amounts so required to pay the said tuition fees to the recruit interest free, which will be repayable by recruits hired after January 1, 2018 only in equal bi-weekly installments over a period of five (5) years.

24.4 For each recruit hired prior to January 1, 2018, in the event that the Board has loaned the recruit the required amount to pay said tuition fees in accordance with 24.3 above, the reimbursement for said loan shall consist of forgiveness of the said fees over a period of five years in an amount equal to one-fifth of the tuition fees per year, on each anniversary date of the recruit's hire date, provided that the recruit remains a member of the Service.

25 EDUCATION EXPENSES

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

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

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

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

25.5 In addition, any member required to attend any other approved course or seminar, that is both 5 days or more and is located farther than 250 km from the member's current work location, will be recorded as at school for one (1) eight (8) hour day prior to the date of commencement of the course and one (1) eight (8) hour day subsequent to the date of completion of the course to accommodate travel.

25.6 Notwithstanding the above, recruits traveling to the Ontario Police College for the basic recruit constable training course shall be paid three (3) hours at time and a half for travel both to and from the College at the beginning and end of the course.

25.7 In addition, for any other approved course or seminar, members will be paid at time and a half for any travel time outside of their regular tour of duty.

25.8 The hours of work for a member attending a course or other training will be recorded in the following manner:

a) if the course is a one day course and is completed within the member's shift, the member shall contact their Supervisor who shall advise the member as to whether they are required to return to work for the remainder of their shift. If the Supervisor advises that the member is not required back at work, the member will still be credited for working the entire shift.

b) if the course is more than one day but ends at a time that results in a member attending the course (including time spent travelling) for a lesser number of hours than their regular tour of duty for such period, the member shall be credited with the hours that the member was short for such same period.

c) if the course is more than one day but ends at a time that results in a member attending the course for a greater number of hours than their regular tour of duty for such period, the member shall be paid for the additional hours at regular time except if some or all additional time relates to travel time which will be paid in accordance with section 25.7.

26 SPECIAL DUTY

26.1 Special Duty shall be defined as duties assigned to members apart from their regular duty, resulting from the request of individuals, corporations or organizations for special services, requiring the sanction of the Chief of Police or designee. Such duty is to be paid for at the rate fixed by the Niagara Police Board to be paid to such Board by the individual, corporation or organization making such requests. "Designee" shall be defined as in Article 5.4.

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

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

26.4 For the purpose of this Article, a member on special duty sanctioned by the Chief of Police or designee shall be deemed to be on duty. "Designee" shall be as defined in Article 5.4.

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

26.6 Special duties shall be offered to qualified members on an equitable basis, subject to the exigencies of the Service.

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

27 UNIFORM CLOTHING

27.1 Each member shall be provided with the following Police Uniforms and clothing, and such other clothing as may be recommended by the Equipment Committee of the Service to the Chief, and approved by the Chief, on appointment to the Police Service, and shall be replaced as indicated in the following schedule or sooner if required by reason of damage, subject to the provisions of the *Police Services Act*, and the Regulations and By-Laws passed pursuant thereto:

1 Hat – Forage	1 Hat – Winter
2 Dickie	1 Jacket – Bomber
1 Raincoat	1 Body Armour Panels
1 Internal Carrier	1 External Carrier

4 Shirt – Long Dark
4 Pants – Cargo
1 Belt – Leather
1 Belt – Duty Outer (Nylon)
1 Baseball hat
1 Gloves – Dress White
1 Pair Shoes
1 Shirt – Long White
1 Dress Pants
1 Name Tag
1 Lanyard
1 ASP Holder
1 Badge Case
1 Badge – Pocket
1 Flashlight & Cone
1 Handcuffs
1 Holster Level 3
1 Magazine Pouch
1 Pepper Spray
1 Tie
1 Whistle and/or Chain
1 Bio-Kit
1 Rain Cover – Hat
1 Nylon Radio Pouch
1 Gym Kit

4 Shirt – Short Dark
1 Pants – Storm
1 Belt – Duty Inner (Nylon)
1 Gloves – Winter
1 Mittens
1 Pair Boots
1 Tunic
1 Shirt – Short White
1 Tunic Belt
1 Cleaning Vouchers
1 ASP
1 Ticket Binder
2 Badge – Hat
3 Epaulettes Slip Ons and 1 Metal #'s
1 Handcuff Pouch
1 Holster Level 2
2 Lapel Pins
1 ASP End Cap
1 Pepper Spray Pouch
4 Keepers Nylon
1 Radio Clip
1 Duty Book Cover
1 Traffic Vest
1 Holster Bushing
1 Toque

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

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

27.4 The personal issue equipment referred to in Article 27.1 shall be amended from time to time in accordance with any changes to regulations or recommendations from the Joint Occupational Health and Safety Committee or the Joint Equipment Committee which are approved by the Chief.

28 SPECIAL LEAVE

28.1 Special Leave shall be granted as follows:

28.2 Any member covered by this Agreement who is elected to represent the Association at the Annual Convention of the Police Association of Ontario, or the Canadian Police Association shall be granted leave if required to attend the convention, but the total of such leave with full pay shall not exceed five (5) working days. The number of representatives shall not exceed eleven (11) in number in accordance with the Police Association of Ontario and the Canadian Police Association Constitution and By-Laws.

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

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

28.5 Any member who is elected as a member of the Bargaining Committee of the Association, which shall not exceed eight (8) in number, shall be granted time off with pay when required to attend meetings with the Niagara Police Board. Where a member of the Bargaining Committee is scheduled to work the night shift immediately prior to the scheduled start of such meetings, he or she will receive six (6) hours off duty before the commencement of such meetings without loss of pay. Where a member of the Bargaining Committee attends bargaining meetings on his/her regularly scheduled day off, he/she will be entitled to reschedule an additional day off with pay at straight time.

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

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

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

28.9 The employer shall make every reasonable effort to accommodate members of the Association Executive to attend the annual Labour Relations Conference of the Police Association of Ontario upon receiving reasonable notice from the Association as to which members wish to so attend.

29 COMPASSIONATE LEAVE

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

29.2 If a member wishes this Article to apply to a common-law spouse as defined in *The Family Law Act*, the Service must be notified at least three (3) months in advance of any claim against this provision. Notification by a member shall void previous spousal or in-law relationships for the purposes of this Article.

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

30 LEAVE OF ABSENCE

30.1 The Board shall grant, for the duration of this Agreement, a leave of absence from Police or Civilian duties to a maximum of three (3) Association members selected by the Association, for the purpose of carrying out the business of the Association. Such member(s) may be drawn from the Uniform or Civilian ranks, at the Association's option, but at no time shall the number of Civilian and Uniform Association members on such leave exceed a total of three (3) in number. The Association shall provide fourteen (14) days' notice in respect of the leaves of absence requested for members other than the Association President. The said leave(s) of absence shall be without pay and the member(s) so selected shall be considered a full ime member(s) of the Niagara Regional Police Service and entitled to the accumulation and debits of his/her sick leave. As such, the member(s) shall receive his/her normal remuneration at the rate established by the Association and the Board shall invoice the Association on a monthly basis for all costs, exclusive of sick leave credits. In addition, the member(s) selected by the Association shall be entitled, if he/she has all the qualifications, to write any Departmental Promotional examinations while he/she is on such leave of absence. Any member on leave pursuant to this Article shall be required to take all leaves in accordance with the Collective Agreement, and if such leaves are not taken by December 31st of a given year, the cost of paying the member before such annual leave shall be borne by the Association.

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

31 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

31.9 The Niagara Regional Police Services Board shall, within thirty (30) days after service of the copy of the grievance upon the Administrator, meet with the Grievance Committee and 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.

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

31.11 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not related to the subject matter of this Agreement, provided that the arbitrator shall have the right to substitute such other penalty in respect of the discharge or discipline as the arbitrator or arbitration board deems just and reasonable in the circumstances.

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

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

31.13 A dispute relating to general application or interpretation (policy grievance) may be initiated by either party commencing at the step in the process identified as Article 31.6.

31.14 In the event that the Board has filed the grievance, the counterpart for the Chief of Police in sections 31.6 to 31.8 shall be the Association President and the Board's Grievance Committee shall present a signed grievance to the Association President within thirty (30) days of the date upon which the grievance was presented to such Committee. In the event that the decision of the Association President is not acceptable to the Board's Grievance Committee, the said Grievance Committee may notify the Association in writing that it desires the grievance to be submitted to an arbitrator in accordance with the *Police Services Act.* For greater certainty all other sections of this Article 31 shall apply where applicable.

32 PERSONNEL

32.1 The Niagara Police Board shall employ adequate numbers of Police personnel in order to provide a minimum of five (5) two-officer car patrols, between the hours of seven o'clock

(7:00) p.m. and three o'clock (3:00) a.m. of the ensuing day, in District areas of the Niagara Region. The two-officer car patrols shall be deployed in the District area of the Service as specified in Appendix D which forms part of this Agreement.

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

33 PREGNANCY AND PARENTAL LEAVE

33.1 Pregnancy and Parental Leave shall be administered in accordance with the *Ontario Employment Standards Act* as amended from time to time.

33.2

33.2.1 In this article, Standard Benefits is defined as pregnancy and/or parental leaves up to 52 weeks (12 months) in duration and the Extended Benefits option refers to pregnancy and/or parental leaves between 52 weeks (12 months) and 78 weeks (18 months) in duration.

33.2.2 Pregnancy and/or parental leave shall be in accordance with the Employment Standards Act of Ontario, 2000 and members may take such leave for a statutory recognized period of up to 78 weeks (17 weeks pregnancy, 61 weeks parental if pregnancy leave is also taken and 63 week parental if not). Members who are in receipt of Employment Insurance ("EI") benefits during such leave are entitled to benefits provided under this Article on the following basis:

(a) For members who select the Standard Benefits option:

(i) During the 17 weeks of pregnancy leave the member shall receive a top-up of EI, such that she will receive 75% of her regular rate of pay during the 17 week period (including during the one (1) week employment insurance waiting period arid during the one (1) week of pregnancy leave for which no EI is paid).

(ii) Members who have taken pregnancy leave, during the 35 weeks of parental leave her salary shall be topped up so that she receives 50% of the 75% top-up provided during the pregnancy leave (other than the amount received during the waiting and unpaid week periods).

(iii) Members who have not taken pregnancy leave and who elect to take parental leave shall receive a top-up of 50% of a 75% top-up for a maximum period of 35 weeks (including during the one (1) week employment insurance waiting period if applicable).

(b) Members who elect the Extended Benefits option will receive:

(iv) During the 17 weeks of pregnancy leave the member shall receive a top-up of EI, such that she will receive 75% of her regular rate of pay during the 17 week period (including during the one (1) week employment insurance waiting period and during the one (1) week of pregnancy leave for which no EI is paid).

(v) During the parental leave period, an EI top-up amount that is equivalent to the total top-up value calculated as if the member selected the Standard Benefits option (at the 55% EI benefit rate)

divided by the total number of weeks the member has declared as being the length of his/her parental leave as described in (c) below.

For the purpose of clarity, members who select the Extended Benefits option will not receive a greater or lesser overall top-up benefit with respect to the parental leave portion of the option than if they selected the Standard Benefits option.

(c) Members must declare the length of parental leave they have chosen at the time they notify the Chief of Police or his/her designate of their intention to take such leave.

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

(e) Where a member who selects the Extended Benefits option returns to work prior to the end of his or her declared parental leave, he or she shall receive the same top-up amount as would have been paid had he or she originally declared the shorter period of leave. For the purpose of clarity, a member who selects the Extended Benefits option and returns to work prior to the end of his or her declared leave shall be paid the difference between the total top-up amount already paid to him or her and the total top-up amount that would have been paid up to the date of return had they selected the Standard Benefits option.

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

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

33.5 A member on parental leave shall continue to accrue seniority and annual leave entitlements, but shall not accrue statutory holidays, or other leave entitlements.

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

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

33.8 The pregnancy and parental supplement will be paid bi-weekly following provision of the required Employment Insurance information.

34 GENERAL PROVISION

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

35 FORMER MEMBERS

35.1 A former member of the Service who has been dismissed from the Service for disciplinary reasons or who has resigned or retired from the Service for reasons other than in accordance with sections 15.12.1 or for reasons other than ill health shall not be entitled to any increase in wages or other benefits as provided in this Agreement.

36 CADETS

36.1 Cadets are deemed to be Civilian Members of the Service, by virtue of the *Police Services Act*.

37 SENIORITY, LAY-OFF AND RECALL

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

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

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

37.4 Seniority rights shall cease in the following circumstances:

i. If a member resigns.
ii. If a member is discharged under *The Police Services Act* and not reinstated.
iii. If a member retires.
iv. If a member is laid off for a period in excess of twelve (12) months.
v. If a member who has been laid off does not report for work within ten (10) days of recall, as provided in Article 37.6.
vi. Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition and where such action is not in contravention of *The Police Services Act*, the lay-off of members shall occur by reverse order of seniority, subject to the exigencies of the Service. When a vacancy in the complement of the Service exists, the members on lay-off shall be recalled in order of seniority.
vii. 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.

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

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

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

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

38 EMPLOYMENT INSURANCE REBATE

38.1 The members of the Association agree to waive their rights to their employment insurance rebate in lieu of a Vision Care plan as provided in Article 15.6.

39 TRANSFER FLOAT TIME

39.1 In the event that a member is transferred to a different location or a different shift, the employer shall ensure that the member does not lose entitlement to any float time earned to the date of the transfer as a result of the transfer.

40 TRANSFER MILEAGE ALLOWANCE

40.1 Save and except for transfers resulting from promotions, all members who were hired before July 1, 1969 on Forces which now comprise the Niagara Regional Police Service, who are involuntarily transferred on or after the date that this Agreement is signed, to a District, Branch or Department which is at a location more than 8.5 kilometres distant from the area municipality in which they were formerly employed, shall be reimbursed at the rate payable by the Region from time to time, for the total additional distance they are required to drive to work.

TAXABLE BENEFITS ON VEHICLES

40.2 Each member who receives a taxable benefit as a result of using a Service vehicle shall be reimbursed such amount. It is understood that such member may not use a Service vehicle for any personal purposes, except for travel to and from work, and that if any of the taxable benefit assessed against the member relates to such personal purposes, the Service shall not be required to reimburse the member for such amount.

41 SPOUSAL PECUNIARY AID

41.1 When a member dies as a direct result of injuries received (provided that they are not self-inflicted) while in the line of 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 Workplace Safety & Insurance 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. Subject hereto, such payments will continue for a period of fifteen (15) years or when the deceased Police Officer would have attained normal retirement age whichever first occurs. If the member has infant children at the time of death the payments will continue until all such infant children attain the age of 21 years.

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

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

42 DETECTIVE SERVICES UNIT (D.S.U.) SPECIAL ALLOWANCE

42.1 A Constable working in a Detective Services Unit (D.S.U.) for a continuous period of six (6) months will receive a special allowance provided he or she has five (5) years total police experience. Such allowance will commence at the beginning of the seventh (7th) month and will be seventy-five percent (75%) of the difference between the salary of a First Class Constable and the salary of a Sergeant.

In the event that a constable retained in D.S.U. is transferred out of D.S.U. at the request of the Chief of Police or designee, and is subsequently transferred back to D.S.U. within five (5) years from the date of transfer out, his/her previous experience in D.S.U. will be honoured in calculating the required six months (6) continuous period. The said previous experience shall apply whether the member is transferred back into D.S.U. as a Constable or as a Sergeant.

In the event that a Constable is transferred out of D.S.U. at his or her own convenience or is transferred out by the Chief of Police or designee for a period of five years or more, such Constable will have to re-commence the necessary six months (6) of continuous period before establishing entitlement under this clause.

For the purposes of this Article, Detective Services Unit (D.S.U.) includes all officers in the units set out in the new General Order which may be amended from time to time on agreement of the parties.

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

42.2 This allowance is payable as follows in two installments. The first pay period in the month of December each year for the 10 months ending October 31st of the current year. The second pay period in the month of January for the two months ending December 31st of the prior year.

42.3 Any member assigned to the Detective Services Unit, or any member assigned to a branch for which he or she receives the Detective Services Unit rate of pay, shall be entitled to be classified as "detective" during the period of such assignment.

42.4 A Sergeant working in a Detective Services Unit for a continuous period of six (6) months as a Sergeant, or for a combined continuous period of six (6) months as a Constable or Sergeant, will receive a special allowance provided he or she has five (5) years total police experience. Such allowance will commence at the beginning of the seventh month and will be fifty percent (50%) of the difference between the salary of a Sergeant and a Staff Sergeant.

43 COACH OFFICER ALLOWANCE

43.1 Each member covered by this Agreement who is assigned to the field training of a Probationary member shall receive an allowance of (5%) of his/her base hourly salary during the time assigned to such duty. Payment of Coach Officer Allowance shall be on a bi-weekly basis.

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

44.1 Members who provide service to the Service in their capacity as Police Divers, Explosive Technicians, Canine Unit or members of the Emergency Task Unit, shall receive a special allowance of 5% of the base salary rate of the member.

This allowance is payable at the same time and in the same fashion as the DSU allowance referred to in Article 42.

44.2 This allowance shall be calculated on a pro-rated basis for those members who provided full-time service in their respective duties for less than the full year.

44.3 Members who provide part-time services to the Service in their capacity as Police Divers, Explosive Technicians, Canine Unit or members of the Emergency Task Unit, including members of the Tactical Support Group, shall receive a special allowance of five percent (5%) of the base hourly salary of the member per hour in addition to his/her regular salary during the time assigned to such duty. This allowance does not apply to training periods. Members providing part-time services to these Units shall receive an allowance of one thousand five hundred dollars ($1,500.00) per year or part year assigned.

45 MARINE TRAINER ALLOWANCE

45.1 A member designated by the Chief as a trainer in the Marine Unit shall receive an allowance of fifty (50) cents per hour in addition to his/her regular salary during the time that the member is actively engaged in training other member divers for work in the Marine Unit.

46 CANINE OFFICER ALLOWANCE

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

46.2 The Canine Officer - Training, shall receive an allowance of fifty-five cents ($.55) per hour in addition to his/her regular salary during the time that such officer is actively engaged in Canine training.

47 SPECIALIST PAY

47.1 Scenes of Crime Officers (SOCO) shall be paid an allowance of one percent (1%) of base salary while assigned to SOCO duties.

47.2 Breath Alcohol Technicians shall be paid an allowance of one percent (1%) of base salary for the entire period the member is designated to perform those duties.

47.3 The Breath Alcohol Technician allowance is payable at the same time and in the same fashion as the Detective Services Unit allowance.

48 PROMOTIONAL PROCEDURE

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

49 LEGAL INDEMNIFICATION

49.1 Subject to the other provisions of this Article, a member charged and finally acquitted of a criminal or statutory offence, because of acts done while on duty in the attempted performance in good faith of his/her duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges provided that such necessary and reasonable legal costs shall not exceed $275.00 per hour effective August 8, 2013, increasing to $325.00 per hour effective April 11, 2017, increasing to $350.00 effective January 1, 2018 and increasing to $400.00 effective January 1, 2020. In respect of a lawyer performing the work, or $90.00 per hour in the event that a paralegal is performing the work.

49.2 Notwithstanding clause 49.1, the Board may refuse payment otherwise authorized under clause 49.1 where the actions of the officer from which the charges arose amounted to a dereliction of duty or abuse of his/her powers as a police officer.

49.3 Where a member is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his/her duties as a police officer (which for the purposes of this article include Human Rights Tribunal Applications), 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:

i. 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.

ii. 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.

49.3.1 A member who is a suspect in a criminal investigation shall be granted legal indemnification on the terms set out in this article beginning at the point in the criminal investigation where a caution is to be given to the member.

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

49.4.1 In a case where one or more than one member of the Association is subpoenaed or requested to appear and the Board does not retain counsel pursuant to section 49.4.3, there shall be only one counsel representing the members of the Association who shall be retained by the Association except in the course of an inquiry under the Coroner's Act where the Police Services Board will be represented by the Board appointed lawyer and the members of the Association shall be represented by an Association appointed lawyer, and;

49.4.2 In inquires where the counsel representing the members of the Association pursuant to section 49.4.1 is of the opinion that it would be improper for him/her to act for multiple members of the Association, he/she shall notify the Board forthwith of such concerns and the Board shall consider the advice of the solicitor and decide, acting reasonably, whether to provide indemnification to the Association for the costs to retain additional counsel, and;

49.4.3 In cases other than in the course of an inquiry under the Coroner's Act, where the Board has retained counsel in such proceedings to provide advice to, and represent, any member or members of the Association who are requested to appear, or who are subpoenaed, or whose conduct is called into question for the reasons set out in 49.4, such solicitor will provide such legal services to members of the Association unless the Board's solicitor determines that a conflict of interest exists. If such conflict exists, the solicitor will notify the Board and the Association forthwith of such concerns and the Board shall consider the advice of their solicitor and decide, acting reasonably, whether to provide indemnification to the Association for the costs to retain additional counsel as may be necessary. In such case, the provisions of 49.4.1 and 49.4.2 shall apply.

49.4.4 A member or members of the Service shall not be indemnified unless they are found not guilty of misconduct in the criminal or statutory offence proceeding for which legal indemnification is sought.

49.4.5 A member or members of the Service shall not be indemnified for such legal costs if such indemnification, in the opinion of the Board, would reduce respect for law enforcement in the Regional Municipality of Niagara.

49.5 In the event that a member intends to apply to the Board for indemnification pursuant to the provisions of this Article, the following shall apply:

49.5.1 The member shall, within thirty (30) days of being charged or of receiving notice of other legal proceedings provided for in this article, apply in writing to the Chief of Police or his designee for approval to retain counsel or a paralegal and for the approval of the counsel or paralegal to be so retained.

49.5.2 In the event of any dispute concerning the counsel or paralegal to be retained, the matter shall be resolved by an officer designated by the Chief of Police and a member of the Association Executive designated for that purpose.

49.5.3 The application of the member for indemnification shall include:

i. a fee schedule provided by the lawyer or paralegal setting out his or her hourly rate, and confirming that the fees will be charged at the lesser of the lawyer or paralegal's normal hourly rate, or the applicable fees set out in section 49.1 above;
ii. an estimate, where practicable, of the total charges that will be incurred in the matter, and
iii. the lawyer or paralegal's undertaking to submit monthly statements to the Board showing the time spent and the charges incurred on the file during the month.

If the application is approved, the Board reserves the right to refuse payment of the lawyer or paralegal's account if the counsel or paralegal fails to submit monthly statements in accordance with subparagraph (iii) above, provided that it has given 30 days written notice of its intention to do so to the lawyer or paralegal, with a copy to the Association, and the lawyer or paralegal has not remedied the situation prior to the expiry of the 30 days.

49.5.4 The Board has the right to negotiate fees with the lawyer or paralegal to be retained, and the affected member has the right to be present during the fee negotiations.

49.5.5 There shall be a cap on the legal fees in the amounts referenced in section 49.1 above. In addition, a lawyer may charge for travel time at the rate of $130.00 per hour, to a maximum of four (4) hours per day.

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

49.6.1 grievances or complaints under the Collective Agreement between the Board and the Association or under the *Police Services Act;*

49.6.2 the actions or omissions of members acting in their capacity as private citizens;

49.6.3 discipline charges under the *Police Services Act* and Regulations.

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

49.8 For the purpose of this provision "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor or paralegal performing the work, subject to taxation by an assessment officer of the Supreme Court of Ontario. If the General Counsel for the Association attends at a S.I.U. call outside normal business hours in circumstances where outside counsel is unavailable or there is a conflict that requires more than one counsel, the Association will be reimbursed at the rate of $150.00 per hour.

49.9 In the cases of aggravated assault, assault causing bodily harm or the included offence of ordinary assault, the indemnification referred to in clause 49.1 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.

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

49.11 A member who is required as a witness by the Special Investigations Unit (S.I.U.) in the course of an investigation into the conduct of another member shall be indemnified for the necessary legal costs incurred by the member as a witness.

49.12 A member or members of the Service will be indemnified for the necessary and reasonable associated costs, including but not limited to, hotel, meals and airfare, which result from any criminal, statutory or civil matters arising out of the member's deployment outside of the Region and/or to another Police Service or agency if the member is entitled to legal indemnification under this Agreement in relation to the same matters.

50 JOB SHARE AGREEMENT

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

51 POSTING OF COLLECTIVE AGREEMENT

51.1 A copy of the Collective Agreement shall be posted on IRIS.

52 PRINTING OF AGREEMENTS

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

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

53 BULLETIN BOARDS AND BUSINESS CARDS

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

53.2 The Board shall provide business cards to each uniform member of the Service.

54 DISCIPLINARY RECORD

54.1 The parties agree that the disciplinary record of a member relating to a *Police Services Act* conviction shall be deleted from the member's employment record six (6) years after the date of such conviction.

54.2 The Board agrees that for the purposes of the *Police Services Act* discipline, a day shall be construed as eight (8) hours.

54.3 Any notice of disciplinary action concerning infractions dealt with by way of informal discipline shall be deleted from the member's employment record twelve (12) months from the date of the alleged infraction, provided that in respect of members who are subject to a nine (9) month deletion agreement reached prior to April 11, 2017, the records shall be deleted in nine (9) months.

55 DURATION OF AGREEMENT

55.1 The terms and conditions of this Agreement shall be retroactive to January 1, 2020 save and except as otherwise set out herein, and shall remain in full force and effect until December 31, 2020, and thereafter until replaced by a new Agreement, decision or award. If either party to this Agreement shall desire to renew, amend or otherwise revise or modify this Article, they shall so indicate to the other party in writing, not more than ninety (90) days and not less than thirty (30) days previous to the expiry date of this Agreement, their intention to renew, amend, alter, revise or modify the Agreement.

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

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

EXECUTED this 17TH day of MARCH, 2021

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

B. Steele, Board Chair

D. Eke, Vice-Chair

H. D'Angela, Member

B. Gale, Member

K. Gibson, Member

J. Lawson, Member

T. McKendrick, Member

D. Reid, Board Executive Director

W.B. McKaig, Board Solicitor

EXECUTED this 17th day of March, 2021

NIAGARA REGION POLICE ASSOCIATION

C. Priest, President & CEO

P. McGilly, Vice-President

S. Kraushar, Director

G. Milligan, Director

D. Bourgeois, Director

M. Rosato, Director

M. Waters, Director

V. Wong, Director

APPENDIX "A" – SALARY SCHEDULE

UNIFORM SALARY SCHEDULE

Effective January 1st, 2020 (1.0%):

Rank	Service	Base Salary	Performance Allowance	Annual Salary Rate
Staff Sergeant	0 - 7 yrs	$128,162.21	$0	$128,162.21
(126.5% of 1st Class Rate)	8 - 16 yrs	$128,162.21	$3,039.42	$131,201.63
	17 - 22 yrs	$128,162.21	$6,078.84	$134,241.05
	23 yrs or more	$128,162.21	$9,118.26	$137,280.47
Sergeant	0 - 7 yrs	$115,497.96	$0	$115,497.96
(114% of 1st Class Rate)	8 - 16 yrs	$115,497.96	$3,039.42	$118,537.38
	17 - 22 yrs	$115,497.96	$6,078.84	$121,576.80
	23 yrs or more	$115,497.96	$9,118.26	$124,616.22
Constable, 1st Class	0 - 7 yrs	$101,314.00	$0	$101,314.00
	8 - 16 yrs	$101,314.00	$3,039.42	$104,353.42
	17 - 22 yrs	$101,314.00	$6,078.84	$107,392.84
	23 yrs or more	$101,314.00	$9,118.26	$110,432.26
Constable, 2nd Class		$90,250.73		$90,250.73
Constable, 3rd Class		$79,362.11		$79,362.11
Constable, 4th Class		$61,978.17		$61,978.17
Cadet		$54,995.44		$54,995.44

To arrive at the hourly rate of pay, 2,080 hours are divided into the determined annual salary.

Effective July 1st, 2020 (1.0%):

Rank	Service	Base Salary	Performance Allowance	Annual Salary Rate
Staff Sergeant (126.5% of 1st Class Rate)	0 - 7 yrs	$129,443.66	$0	$129,443.66
	8 - 16 yrs	$129,443.66	$3,069.81	$132,513.47
	17 - 22 yrs	$129,443.66	$6,139.62	$135,583.28
	23 yrs or more	$129,443.66	$9,209.43	$138,653.09
Sergeant (114% of 1st Class Rate)	0 - 7 yrs	$116,652.78	$0	$116,652.78
	8 - 16 yrs	$116,652.78	$3,069.81	$119,722.59
	17 - 22 yrs	$116,652.78	$6,139.62	$122,792.40
	23 yrs or more	$116,652.78	$9,209.43	$125,862.21
Constable, 1st Class	0 - 7 yrs	$102,327.00	$0	$102,327.00
	8 - 16 yrs	$102,327.00	$3,069.81	$105,396.81
	17 - 22 yrs	$102,327.00	$6,139.62	$108,466.62
	23 yrs or more	$102,327.00	$9,209.43	$111,536.43
Constable, 2nd Class		$91,153.24		$91,153.24
Constable, 3rd Class		$80,155.73		$80,155.73
Constable, 4th Class		$62,597.95		$62,597.95
Cadet		$55,545.39		$55,545.39

To arrive at the hourly rate of pay, 2,080 hours are divided into the determined annual salary.

Effective December 1, 2020 (0.576%):

Rank	Service	Base Salary	Performance Allowance	Annual Salary Rate
Staff Sergeant	0 - 7 yrs	$130,190.01	$0	$130,190.01
(126.5% of 1st Class Rate)	8 - 16 yrs	$130,190.01	$3,087.51	$133,277.52
	17 - 22 yrs	$130,190.01	$6,175.02	$136,365.03
	23 yrs or more	$130,190.01	$9,262.53	$139,452.54
Sergeant	0 - 7 yrs	$117,325.38	$0	$117,325.38
(114% of 1st Class Rate)	8 - 16 yrs	$117,325.38	$3,087.51	$120,412.89
	17 - 22 yrs	$117,325.38	$6,175.02	$123,500.40
	23 yrs or more	$117,325.38	$9,262.53	$126,587.91
Constable, 1st Class	0 - 7 yrs	$102,917.00	$0	$102,917.00
	8 - 16 yrs	$102,917.00	$3,087.51	$106,004.51
	17 - 22 yrs	$102,917.00	$6,175.02	$109,092.02
	23 yrs or more	$102,917.00	$9,262.53	$112,179.53
Constable, 2nd Class		$91,678.28		$91,678.28
Constable, 3rd Class		$80,617.43		$80,617.43
Constable, 4th Class		$62,958.51		$62,958.51
Cadet		$55,865.33		$55,865.33

To arrive at the hourly rate of pay, 2,080 hours are divided into the determined annual salary.

APPENDIX "D"

DEPLOYMENT OF TWO OFFICER CAR PATROLS

DISTRICT 1
(includes all areas policed by St. Catharines personnel)

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

DISTRICT 2
(includes all areas policed by Niagara Falls personnel)

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

APPENDIX "H"

JOB SHARE AGREEMENT

THIS AGREEMENT made the 1st day of January, 2000.

B E T W E E N :

THE NIAGARA REGION POLICE ASSOCIATION
(Hereinafter called "the Association")

- and -

THE NIAGARA REGIONAL POLICE SERVICE
(Hereinafter called "the Service")

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA
POLICE SERVICES BOARD
(Hereinafter called "the Board")

1. BACKGROUND

a. The parties have agreed that members shall be permitted to participate in the job sharing programme on the terms and conditions outlined in this Agreement.

b. The purpose of the programme is to accommodate members who wish to share a job.

c. It is the intention of all parties to this Agreement that there be no additional cost to the Service or the Board as a result of any job sharing arrangement.

2. DEFINITIONS

In this Agreement:

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

3. APPLICATION OF PROGRAMME

a. This Agreement applies to both uniform and civilian members, provided that, with respect to uniform members, each party acknowledges that there is a potential for significant practical difficulties in permitting uniform members access to the job sharing programme.

b. A member wishing to enter into a job sharing arrangement shall make a written application using a prescribed form to the Chief through the member's District Commander on or before September 30th of a year for the immediately following calendar year using a prescribed form, and the Chief shall forward copies of the application forthwith to the Manager of Human Resources and the Administrator of the Association, and the application shall include the names of both proposed participants, and the Member shall be notified by October 31st if such application is approved.

c. The Chief shall, within thirty days of the receipt of the application, decide whether or not to approve the application for the job sharing arrangement and shall give written notice, with reasons, of his decision to the proposed participants and to the Association.

d. Each job sharing arrangement shall be for a period not to exceed twelve (12) months, commencing on January 1 of a given year, and ending on December 31 of that year, or, in the event a late application is made for a job sharing arrangement, commencing on a later date of a given year, and ending on December 31 of that year.

e. Each job sharing arrangement may be renewed annually in the sole discretion of the Chief upon the participants requesting such renewal in writing at least thirty (30) days before the end of the term of the job sharing arrangement.

f. The Chief shall not approve any job sharing arrangement to permit the member to carry on a secondary activity which may contravene section 49 of the *Act*, but otherwise, the reasons a member may apply for a job sharing agreement are not relevant to the decision of the Chief whether or not to approve such arrangement.

g. The Chief shall not approve any job sharing arrangement which would have the effect of increasing costs to the Service or the Board without the prior agreement of the Board.

h. The Chief shall not approve any job sharing arrangement involving a proposed participant whose job performance at the time of the application is unsatisfactory in the opinion of the Chief based on advice received from the proposed participant's supervisor.

i. The Chief may, in his sole discretion, limit the number of job sharing arrangements to be permitted, and further may identify positions which will not be permitted to be the subject of a job sharing arrangement, provided that before deciding either of these issues, the Chief shall consult with the Association.

j. Each participant shall, prior to the commencement of the job sharing arrangement, execute an agreement setting out all terms and conditions of the job sharing arrangement including but not limited to the following:

   i. job description of shared jobs;
   ii. rate of pay of shared jobs;
   iii. hours of work of shared job;
   iv. contribution of the participant and the Service to benefits;
   v. termination of the job sharing arrangement at the end of its term;
   vi. termination of the job sharing arrangement during its term;
   vii. duration of the job sharing arrangement;

viii. the performance appraisal process in respect of the job sharing arrangement; and
ix. lines of authority.

k. The Chief shall not approve any job sharing arrangement unless both participants are, in the opinion of the Chief, qualified to perform the shared job, and unless a temporary employee who is, in the opinion of the Chief, qualified to perform the vacated position, is available to assume the vacated position.

l. The Chief shall not approve any job sharing arrangement in respect of any proposed participants who have not completed at least one year of employment with the Service.

m. The Chief shall not approve any job sharing arrangement in which a proposed participant would share a job which is at a rank or classification higher than the member's rank or classification held at the time of the application for the job sharing arrangement.

n. The provisions of this Agreement supersede the provisions of the NRPA Uniform and Civilian Collective Agreements in the event of a conflict between this Agreement and either or both Collective Agreements.

o. The Chief may delegate to the CAO, the Manager of Human Resources or a Senior Officer the power to exercise any discretion or make any decision pursuant to this job share agreement.

4. CONDITIONS OF JOB SHARING PROGRAMME

a. Each participant shall be entitled to one-half of the salary relative to the shared job, and in the event that the salary of the shared job is less than the salary of the participant's vacated position, the participant's entitlement to salary shall be limited to the salary applicable to the shared job during the period that the participant performs the shared job.

b. Participants shall retain their status as full time employees of the Service except as provided in this Agreement.

c. Each participant shall share equally the hours of work of the shared job, and the parties acknowledge that it is not the intention of this Agreement that participants be allowed to split shifts as part of the job sharing arrangement.

d. Each participant shall receive credit for one-half of the seniority that would have been accrued by the participant if the participant were a full time member.

e. Each participant shall be entitled to receive Worker's Compensation Benefits, if applicable, based on the actual number of hours worked by the participant during the term of the job sharing arrangement.

f. Each participant shall be entitled to one-half of the benefits relative to the shared job, and in the event that such benefits are less then the benefits of the participant's vacated job, the participant's entitlement to benefits shall be limited to the benefits applicable to the shared job during the period that the member performed the shared job; provided that, where the benefits are paid by the Board on behalf of members, the participant shall contribute fifty percent of the cost of such benefits and the Board shall contribute the remaining fifty percent during the term of this job sharing arrangement.

g. The employer portion of the OMERS pension contributions relative to a participant shall not exceed one-half of the contributions that would have been owed by the Board if the participant were a full time employee.

h. Any member working pursuant to a Job Share Agreement shall be entitled to overtime pay at the rate of time and one half his or her regular rate in accordance with the provisions of Article 6.1.

5. VACATED POSITION

a. The vacated position may only be filled by a temporary employee.

b. The Service shall advise the temporary employee appointed to the vacated position:

i. that the employment is temporary;
ii. that the employment results from a job sharing arrangement;
iii. that the employment is intended to be for a fixed term and the length of that term, and
iv. that the employment may be terminated before the end of the intended term if the job sharing arrangement is terminated before the end of its proposed term for any reason.

c. Each temporary employee appointed to a vacated position shall execute an acknowledgement that he or she has been advised of the facts outlined in subparagraph 5(b) above.

d. A party who vacates a position to enter into a job sharing arrangement shall have the right to return to the vacated position at any time prior to December 31 of the first term of a job sharing arrangement to which the participant is a party.

e. In the event that the participant does not return to the vacated position within the time mentioned in 5.b. above, the vacated position shall be posted in accordance with the provisions of the Collective Agreement for civilian members, and shall be filled in accordance with the Board's hiring and promotional policy in effect from time to time in respect of uniform members.

6. LOSS OF PARTICIPANT TO JOB SHARING ARRANGEMENT

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

a. The remaining participant to the job sharing arrangement shall be offered the full time position for the period of absence of his or her partner in the arrangement immediately upon the Service being made aware that such absence will exceed thirty days, and the remaining participant shall be given fourteen (14) days to decide whether or not to accept such offer, or

b. If the remaining participant declines such offer, the Service shall endeavour to find a qualified temporary participant to the job sharing arrangement.

c. If no qualified temporary participant to the job sharing arrangement can be found within fifteen days of the posting of the position, the remaining participant shall assume the full time position until a qualified participant to the job sharing arrangement can be found, or until the absent participant returns.

7. TERMINATION OF JOB SHARING ARRANGEMENT

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

i. a participant ceases to be an employee of the Service for any reason;
ii. a participant obtains a full time position with the Service through a competition pursuant to the Civilian Collective Agreement.
iii. all parties to this Agreement agree to terminate the arrangement;
iv. a temporary employee ceases to be available for the vacated job, or
v. the needs of the Service, in the opinion of the Chief, require termination of the arrangement.
vi. costs become payable which exceed the compensation that would have been paid to one member on an ongoing basis but for the job sharing arrangement, in which event the Service shall be entitled to terminate the arrangement effective at the end of the twelve (12) month period for which the arrangement was approved, and notice of such termination shall be given to the Member on or before October 31st, effective December 31st of that year.

8. DECISION OF CHIEF NOT TO BE GRIEVABLE

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

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

9. TEMPORARY EMPLOYEES

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

10. STAFFING CALCULATION

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

APPENDIX "I"

Trachuk Memorandum of Settlement

	ISSUE	PRACTICE
A	Under what circumstances is the Board entitled to require a member to submit a physician's report.	Physician's reports will be submitted in accordance with Article 11 of Uniform Collective Agreement and Article 8 of the Civilian Collective Agreement.
B	What kind of medical information is the Board entitled to obtain from a member's physician, by virtue of the Board's right to a "report [that] provide(s) a reason for the member's absence and a prognosis for return to work.	The parties are in agreement with the current practice in which the member and/or their supervisor is first contacted to inquire as to the reason for the absence if it has extended beyond ten (10) days. If additional medical documentation is required, the member will be contacted via phone by Human Resources and will be advised of what additional medical documentation will be required, from the member's physician as indicated below. The Association will be advised of any situation where telephone contact with the member is unsuccessful and will be provided with copies of any correspondence sent to the member as a result: The parties agree that the current form (Attending Physician's Statement) does not adequately capture the requested information and may cause members additional concerns, therefore, this form will not be used in future. The parties have agreed in all cases to address the issue of the form in the context of the Arbitrator's comments with respect to the information being requested. The parties have agreed that medical information will be restricted to the following: 1. Reason for absence 2. Prognosis for return to work 3. Any restrictions/accommodation requirements The parties further agree that the Employer is entitled to ask the member's physician if the member is taking any medications that could impact upon his/her ability to work safely. The parties agree that the Board is entitled to updates on the member's condition in relation to the above, at reasonable intervals.
C	Under what circumstances is the Board entitled to require a member to be examined by a Board-appointed physician.	The parties agree that the collective agreement provides when the Board may refer a member to a Board physician.

2

		The parties further agree that where a member's doctor is providing inconsistent information or is being uncooperative, the Board will first pursue clarification or cooperation from the member's doctor prior to a referral to a Board physician. Referrals to a Board physician will not be made arbitrarily, discriminatorily or in bad faith.
D	Is a member entitled to reasonable notice that he/she must report to a Board appointed physician, such that he/she has sufficient time to consult with the Association and his/her own physician before complying with the Board's request?	The parties agree that reasonable requests for delays will be accommodated.
E	What kind of medical information is the Board entitled to obtain from a Board-appointed physician?	Board entitlement to medical information from a Board appointed physician is restricted to the following: 1. Reason for absence 2. Prognosis for return to work 3. Any restrictions/accommodation requirements The parties further agree that the Employer is entitled to ask the physician if the member is taking any medications that could impact upon his/her ability to work safely. The parties agree that the physician will be requested to provide only the specific information noted above and this will be outlined in the correspondence requesting the examination. The parties agree to request that the physician provide a copy of the report to the Board, the member and the Association. The parties further agree that the Association and the Board will exchange correspondence which confirms the names and positions of the specific individuals who have care and control of medical reports. Access and any distribution of medical documentation will be in accordance with Article 11.14 and 11.15 of the Uniform Collective Agreement and Article 8.13 of the Civilian Collective Agreement.
F	Under what circumstances is the Board entitled to refer a member for an independent medical examination. What kind of medical information is the Board entitled to obtain from an independent physician referred to in the previous paragraph.	Article 11 of the Uniform Collective Agreement and Article 8 of the Civilian Collective Agreement outline the procedures for a referral to an IME. Entitlement to medical information from an IME is restricted to the following:

		1. Reason for absence 2. Prognosis for return to work 3. Any restrictions/accommodation requirements The parties further agree that the Employer is entitled to ask if the member is taking any medications that could impact upon his/her ability to work safely. The parties agree that the IME will be requested to provide only the specific information noted above and this will be outlined in the correspondence requesting the examination. The parties agree to jointly draft a letter to be provided to the IME in each case.
G	The parties now have an agreed list of six doctors who may conduct independent medical examinations – three selected by the Board and three selected by the Association. The Board has unilaterally developed a practice of selecting the doctor with the first available appointment date from the list. The Association's position is that the member is entitled in consultation with the Association to select one of the six doctors on the list and is not required to attend the first available doctor from the list of six.	The parties agree that the process for administering an independent medical examination is a joint process. The parties agree that the list of doctor's to be used for the independent medical examination will depend on the nature of the illness or injury. Any of the parties (Board, Association or member) may submit names of doctors to be used for the independent medical examination. It is agreed that only doctor's who are able to provide an appointment for the member, within a reasonable period of time, will be submitted for consideration. Once the list of "finalists" has been agreed to, if there is more than one doctor on the list, the Association and the Board will agree on which doctor is to be used. The Board will immediately proceed to schedule the member for the first available appointment, with the agreed upon physician, and will provide reasonable notice to the member of the appointment date.
H	Is Workplace Medical Corporation a "physician" for the purposes of the collective agreement?	"The Board has requested that Workplace Medical Corporation amend its waiver in accordance with the following, and understands that Workplace Medical agrees to this waiver: I understand that my employer has requested and paid for this medical examination, and that I am here

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

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

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

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

4. The parties agree to the following with respect to the permanent accommodation of disabled members:

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

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

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

Niagara Region Police Association — Date: February 10/2009.

Regional Municipality of Niagara Police Services Board — Date: February 26, 2009

APPENDIX "J"

MEMORANDUM

To: **All Members** **Date:** 2013-08-22

From: Deputy Chief Bryan MacCulloch

Subject: **Cross-District Deployment**

Article 5.1.12.1 of the Uniform Collective Agreement permits the deployment of uniform personnel between Districts in situations where shift shortages exist.

Until further notice, the following practice will apply:

1. The Duty Officer will be responsible for identifying regional staffing needs and authorizing Cross-District deployment.
2. In accordance with Article 5.1.12.1, Cross-District deployment may occur when a District is below minimum staffing levels identified in the Collective Agreement.
3. In accordance with Article 5.1.12.1, Headquarters Units (Marine, ETU and SEU), if available, will be deployed first. Any District above minimum staffing may then be directed to deploy staff.
4. The Platoon Supervisor will be responsible for selecting personnel for deployment. In making this selection, Supervisors will consider the following:
    a. The officer's work assignments or follow-up investigations;
    b. The preference of individual officers; and
    c. Equitable distribution of assignments.
5. Supervisors will not be redeployed except in circumstances where confirmed rank requirements have been met. In such situations, patrol sergeants may be deployed to #3 District.
6. Nothing restricts the authority of the Duty Officer to redeploy personnel in exigent circumstances.

This practice will be reviewed at the conclusion of one year to determine its impact and effectiveness.

DIC 5835

Bryan MacCulloch
Deputy Chief of Police

APPENDIX K
LONG TERM DISABILITY PLAN

ELIGIBILITY
If you are under age 60 or over age 60 and under 65 and have extended your coverage under the circumstances described under the heading "Termination of Benefit", and began your employment with the Niagara Regional Police Service on a full time basis on or after January 1, 1990, you are covered under the Long Term Disability Plan.

TERMINATION OF BENEFIT
All insurance terminates automatically upon termination of employment, or attaining age 60 or date of retirement on pension if earlier, provided that for any member who has not reached his/her OMERS 85 factor at age sixty (60), the Board shall provide LTD coverage at the Board's cost to the earlier of the date the member turns sixty-five (65), or reaches his/her OMERS 85 factor.

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 the earliest of the date on which the disability ceases to exist or death, or to age 60 or date of retirement on pension if earlier, provided that the maximum period can be extended to age 65 in the circumstances described under the heading "Termination of Benefit".

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 the 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.

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 *Workplace Safety & Insurance Act*, the Canada Pension Plan or the Quebec Pension Plan. The amounts deducted will not include any additional benefits payable for children or subsequent cost of living increases.

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

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

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

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

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

HOW TO MAKE A CLAIM
Claim forms are available from the Human Resources Unit.

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.

LETTER OF UNDERSTANDING

SABBATICAL LEAVE PLAN

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

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

EXECUTED this 17 TH day of MARCH, 2021

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

B. Steele, Board Chair

D. Eke, Vice-Chair

H. D'Angela, Member

B. Gale, Member

K. Gibson, Member

J. Lawson, Member

T. McKendrick, Member

D. Reid, Board Executive Director

W.B. McKaig, Board Solicitor

EXECUTED this 17th day of March, 2021

NIAGARA REGION POLICE ASSOCIATION

C. Priest, President & CEO

P. McGilly, Vice-President

S. Kraushar, Director

G. Milligan, Director

D. Bourgeois, Director

M. Rosato, Director

M. Waters, Director

V. Wong, Director

LETTER OF UNDERSTANDING

PROMOTIONAL PROCESS

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The existing job promotion General Order and related process will remain in effect unless changes are agreed to by a Joint Committee of the Service and the Association which is hereby established to review the existing policy and discuss potential changes.

EXECUTED this 17TH day of MARCH, 2021

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

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LETTER OF UNDERSTANDING

JOB POSTINGS

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

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

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

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

The existing job posting General Order and related processes will remain in effect unless changes are agreed to by a Joint Committee of the Service and the Association which is hereby established to review the existing policy and discuss potential changes.

EXECUTED this 17TH day of MARCH, 2021

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LETTER OF UNDERSTANDING

PERFORMANCE ALLOWANCE

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

Article 2.3(c) provides that, for the purposes of Article 2.3, "years of service" means years of service with the Niagara Regional Police Service.

The parties intend that Article 2.3(c) applies to all Members, except that any Member who is receiving Senior Constable pay as of the date of ratification of this Agreement, and who has less than eight (8) years of service with the NRPS shall be deemed to have eight (8) years of service with the NRPS for the purpose of calculating performance allowance entitlement in each year until the Member attains eight (8) years of service with the NRPS. At that time, any performance allowance entitlement for these Members shall be based on Niagara service only.

For greater clarity, the exception reference in this Letter of Understanding applies to three Members (9142, 9093 and 9158).

For all other Members, the provisions of Article 2.3(c) apply.

EXECUTED this 17TH day of MARCH, 2021

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LETTER OF UNDERSTANDING

AUDITS

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

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

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

EXECUTED this 17TH day of March, 2021

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V. Wong, Director

LETTER OF UNDERSTANDING

DRUG TESTING

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

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

EXECUTED this 17TH day of MARCH, 2021

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

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M. Waters, Director

V. Wong, Director

LETTER OF UNDERSTANDING

HEADQUARTERS DISTRICT 4 PLATOONS

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree that the Headquarters District 4 Platoons shall work the 12 hour CWW schedule described in Article 5.

EXECUTED this 17 TH day of MARCH, 2021

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B. Gale, Member

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J. Lawson, Member

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EXECUTED this 17th day of March, 2021

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G. Milligan, Director

D. Bourgeois, Director

M. Rosato, Director

M. Waters, Director

V. Wong, Director

LETTER OF UNDERSTANDING

BODY WORN CAMERAS

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

The parties agree that the Service shall consult with the Association prior to implementation of body worn cameras on related matters including policy development.

EXECUTED this 17 TH day of MARCH, 2021

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EXECUTED this 17th day of March, 2021

NIAGARA REGION POLICE ASSOCIATION

C. Priest, President & CEO

P. McGilly, Vice-President

S. Kraushar, Director

G. Milligan, Director

D. Bourgeois, Director

M. Rosato, Director

M. Waters, Director

V. Wong, Director

LETTER OF UNDERSTANDING

LEGAL INDEMNIFICATION

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

In the 2016 Collective Agreement negotiations culminating the April 11, 2017 Adams Award, the Association proposed an amendment to Article 49 that provides that any member who is suspended without pay will be reimbursed retroactively for all wages (including those pension contributions required to fully restore their pension) if they are found not guilty of the misconduct for which they are suspended.

The parties settled the above issue on the basis that it be referred to a joint committee of the Service and the Association. The committee will study the issue and make recommendations to the Board and the Association. If no agreement can be reached on this issue, the Association has the right to refer the matter to interest arbitration.

EXECUTED this 17 TH day of MARCH, 2021

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

B. Steele, Board Chair

D. Eke, Vice-Chair

H. D'Angela, Member

B. Gale, Member

K. Gibson, Member

J. Lawson, Member

T. McKendrick, Member

D. Reid, Board Executive Director

W.B. McKaig, Board Solicitor

EXECUTED this 17th day of March, 2021

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G. Milligan, Director

D. Bourgeois, Director

M. Rosato, Director

M. Waters, Director

V. Wong, Director

LETTER OF UNDERSTANDING

ALLOCATION OF OVERTIME PROTOCOL

BETWEEN:

REGIONAL MUNICIPALITY OF NIAGARA POLICE SERVICES BOARD

and

NIAGARA REGION POLICE ASSOCIATION

In the 2016 Collective Agreement negotiations, the Association proposed to add a new article which sets out an agreed to allocation of overtime protocol for both Civilian and Uniform members.

The parties have agreed to refer the issue of the allocation of overtime protocol to a joint Service/ Association committee which shall make recommendations to the Chief of Police.

EXECUTED this 17TH day of MARCH, 2021

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