

# COLLECTIVE AGREEMENT

between

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**THE NIAGARA PARKS COMMISSION**  
(hereinafter called "the Commission")

- and -

**THE ONTARIO PUBLIC SERVICE EMPLOYEES  
UNION**  
(hereinafter called "the Union")  
**and its Local 217**

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**(PARK POLICE)**

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## TABLE OF CONTENTS

PART A - REGULAR EMPLOYEES .....	1
ARTICLE 1 - RECOGNITION .....	2
ARTICLE 2 - DEFINITION .....	2
ARTICLE 3 - NO DISCRIMINATION .....	3
ARTICLE 4 - MANAGEMENT FUNCTIONS .....	3
ARTICLE 5 - RELATIONSHIP .....	4
ARTICLE 6 - GRIEVANCE PROCEDURE .....	4
ARTICLE 7 - POSTING AND FILLING OF REGULAR POSITIONS .....	7
ARTICLE 8 - JOB SECURITY .....	8
ARTICLE 9 - COURT WITNESS .....	10
ARTICLE 10 - MILITARY TRAINING .....	10
ARTICLE 11 - BENEFITS .....	11
ARTICLE 12 - LEAVE OF ABSENCE .....	11
ARTICLE 13 - WORKING CONDITIONS & OVERTIME .....	11
ARTICLE 14 - CLOTHING .....	15
ARTICLE 15 - DRY CLEANING .....	16
ARTICLE 16 - SHIFT PREMIUM .....	16
ARTICLE 17 - MILEAGE ALLOWANCE .....	16
ARTICLE 18 - PAY FOR ACTING RANK .....	17
ARTICLE 19 - UNION DUES .....	18
ARTICLE 20 - HEALTH & SAFETY .....	18
ARTICLE 21 - MINIMUM STRENGTH SHIFT .....	19
ARTICLE 22 - SALARIES .....	19
ARTICLE 23 – PENSION BRIDGING .....	21
ARTICLE 24 - SENIOR CONSTABLE DESIGNATION .....	22
ARTICLE 25 - COMMUNICATIONS .....	24
PART B – SEASONAL EMPLOYEES .....	26
ARTICLE 26 - RECOGNITION .....	26
ARTICLE 27 - DEFINITIONS .....	26
ARTICLE 28 - POSTING AND FILLING OF REGULAR POSITIONS .....	27
ARTICLE 29 - JOB SECURITY .....	28
ARTICLE 30 - JURY DUTY OR COURT WITNESS .....	31
ARTICLE 31 - BEREAVEMENT LEAVE .....	32
ARTICLE 32 - REPORTING PAY .....	32
ARTICLE 33 - COURT APPEARANCES .....	33
ARTICLE 34: BENEFITS/PUBLIC HOLIDAYS AND VACATION PAY .....	33
ARTICLE 35 - TEMPORARY ASSIGNMENTS .....	35
ARTICLE 36 - ATTENDANCE CREDITS .....	35
ARTICLE 37 - CLOTHING .....	37
ARTICLE 38 - SEASONAL WAGES .....	38
ARTICLE 39 - COST OF AGREEMENT .....	39

## TABLE OF CONTENTS

ARTICLE 40 – OTHER APPLICABLE ARTICLES .....	39
PART C – TERM OF AGREEMENT .....	41
ARTICLE 41 - TERM OF AGREEMENT .....	41
APPENDIX I – BENEFIT COST SHARING .....	43
REGULAR EMPLOYEES ONLY .....	43
APPENDIX II .....	44
THE NIAGARA PARKS COMMISSION POLICE SALARIES .....	44
APPENDIX III – EMPLOYEE BENEFITS	
REGULAR EMPLOYEES .....	46
ARTICLE 42 - BASIC LIFE INSURANCE .....	47
ARTICLE 43 - SUPPLEMENTARY & DEPENDENT LIFE INSURANCE .....	48
ARTICLE 44 - LONG TERM INCOME PROTECTION .....	50
ARTICLE 45 - ONTARIO HEALTH TAX .....	53
ARTICLE 46 - SUPPLEMENTARY HEALTH & HOSPITAL INSURANCE .....	53
ARTICLE 47 - INSURED BENEFITS PLANS - GENERAL .....	56
ARTICLE 48 - VACATION & VACATION CREDITS .....	57
ARTICLE 49 - HOLIDAYS .....	59
ARTICLE 50 - BEREAVEMENT LEAVE .....	60
ARTICLE 51 - MATERNITY LEAVE .....	61
ARTICLE 52 – PARENTAL LEAVE .....	63
ARTICLE 53 - SHORT TERM SICKNESS PLAN .....	65
ARTICLE 54 - TERMINATION PAYMENTS .....	67
ARTICLE 55 – WORKPLACE SAFETY & INSURANCE .....	71
ARTICLE 56 - SPECIAL AND COMPASSIONATE LEAVE .....	72
ARTICLE 57 - ENTITLEMENT ON DEATH .....	73
ARTICLE 58 - DENTAL PLAN .....	73
APPENDIX IV - LETTERS OF AGREEMENT .....	76
LETTER OF AGREEMENT #1 – TRAVEL EXPENSES .....	77
LETTER OF AGREEMENT #2 – LEGAL INDEMNIFICATION .....	78
LETTER OF AGREEMENT #2 – LEGAL INDEMNIFICATION .....	80
LETTER OF AGREEMENT #3 – STANDARD SAFETY INSPECTION .....	82
LETTER OF AGREEMENT #4 – POLICE SALARIES SCHEDULE .....	84
LETTER OF AGREEMENT #5 - 80 HOUR LIEU BANK - CASH IN .....	85
APPENDIX V – COMPRESSED WORK WEEK AGREEMENT .....	87

## **PART A - REGULAR EMPLOYEES**

## **PART A - REGULAR EMPLOYEES**

### **ARTICLE 1 - RECOGNITION**

**1.01** The Commission recognizes the Union as the exclusive bargaining agent for all employees of The Niagara Parks Commission in the following categories: Probationary Constables, Constables, Sergeants, Provincial Offences Officers, excluding students.

### **ARTICLE 2 - DEFINITION**

#### **2.01 REGULAR EMPLOYEE:**

Employee shall mean every employee of The Niagara Parks Commission Police Department except Inspector, Staff Sergeants, persons above the rank of Inspector, and persons covered by the contract between The Niagara Parks Commission and Local 217 (Park Employees) of The Ontario Public Service Employees Union, and persons not regularly employed for more than twenty-four (24) hours per week.

#### **2.02 PROBATIONARY EMPLOYEE**

Employees hired as Police Officers shall be considered Probationary Employees for the first twelve (12) months of their employment. Employees hired as Provincial Offences Officers shall be considered Probationary Employees for the first three (3) months of their employment.

In cases where an existing employee is hired into one of the positions described above, he/she shall have a trial period for the same duration as outlined above to determine his/her suitability for the position. Where the employee is deemed unsuitable during the trial period, the employee will be returned to their former classification. If a position in their former classification is unavailable, the employee may exercise their rights under Clause 8.02.

**2.03** The term “employee” whenever used in Part A of this Agreement shall mean a Regular or Probationary Employee in the Bargaining Unit excluding those persons referred to under Part B, Seasonal Employees.

### **ARTICLE 3 - NO DISCRIMINATION**

**3.01** The Commission and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.

**3.02** The Union further agrees that there will be no solicitation for membership or collection of dues during working hours. The Union further agrees that there will be no Union activities on the premises of the Commission, except as specifically referred to in this Agreement or in writing by the Commission.

**3.03** The Commission and the Union further agree that there will be no discrimination on grounds of race, creed, sex, age or marital status.

### **ARTICLE 4 - MANAGEMENT FUNCTIONS**

**4.01** The Union acknowledges that, except as specifically modified elsewhere in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Commission to:

- (a)** Maintain order, discipline and efficiency;
- (b)** Hire, discharge, transfer, classify, promote, demote and suspend or otherwise discipline employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c)** Make, enforce and revise from time to time rules and regulations.

- (d) Manage the enterprise in which the Commission is engaged and without restricting the generality of the foregoing, the right to plan their operations, direct the work force, determine the number of personnel required from time to time, the number and location of offices and facilities, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) Establish schedules of work, the extension, limitation, curtailment or cessation of operations and exercise all other rights and responsibilities of management.

## **ARTICLE 5 - RELATIONSHIP**

**5.01** The Parties agree that the working conditions and terms of employment for Regular Employees as outlined in Part A, Article 2.01 of the Collective Agreement shall be similar to those provided for Regular Employees as outlined in Part A of the Park Employees Collective Agreement except as modified by this Agreement.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01 COMPLAINT STAGE**

It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Agreement including any question as to whether a matter is arbitrable.

An employee who believes he has a complaint or a difference with the Employer shall first submit the complaint or difference in writing to his/her supervisor within fifteen (15) days of first becoming aware of the complaint or difference. If any complaint or difference is not satisfactorily settled by The Chief of Police within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:

## **6.02 STAGE ONE**

The employee may file a grievance in writing with the Chief of Police. The Chief of Police shall give the grievor his/her decision in writing within seven (7) days of the submission of the grievance.

## **6.03 STAGE TWO**

If the grievance is not resolved under Stage One, the employee may submit the grievance to the General Manager or designee within seven (7) days of the date that he received the decision under Stage One or in the event that no decision in writing is received in accordance with the specified time limits in Stage One. The grievor may submit the grievance to the General Manager or designee within seven (7) days of the date that the Chief of Police was required to give his/her decision in writing in accordance with Stage One.

**6.04** The General Manager or designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his/her decision in writing within seven (7) days of the meeting.

**6.05** If the grievor is not satisfied with the decision of the General Manager or designee or if he does not receive the decision within the specified time the grievor may apply to the Grievance Settlement Board;

(a) within fifteen (15) days of the date he received the decision; or

(b) within fifteen (15) days of the specified time limit for receiving the decision for a hearing of the grievance.

**6.06** The employee may be accompanied and represented by an employee representative at each stage of the grievance procedure.

## **6.07 DISMISSAL**

Any Probationary Employee who is dismissed or released shall not be entitled to file a grievance.

- 6.08** Any employee other than a Probationary Employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided he does so within twenty (20) days of the date of dismissal.
- 6.09** Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.
- 6.10** In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 6.11** The time limits contained in this Article may be extended by agreement of the Parties in writing.
- 6.12** The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

**6.13 POLICY GRIEVANCE:**

The Union shall have the right to file a grievance based on a difference arising directly with The Niagara Parks Commission concerning the alleged violation of this Agreement. However, such grievance shall not include any matter upon which an employee(s) is personally entitled to grieve and the regular grievance procedure shall not be thereby by-passed. Such grievance shall be presented in writing signed by the Union's President or Vice-President to the Chief of Police with a copy to the Director of Human Resources within ten (10) days following the occurrence or origination of the circumstances giving rise to the grievance commencing at Stage Two (2) of the Grievance Procedure.

**6.14 MANAGEMENT GRIEVANCE**

The Niagara Parks Commission shall possess the right to file a grievance and the procedure shall be as follows:

### **Stage 1**

The Director of Human Resources on behalf of the Employer shall lodge the grievance with the President of Local 217 within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of the receipt of the grievance, the President and two (2) other elected or appointed officials of the Union shall meet with the Director of Human Resources to discuss the grievance. Within ten (10) days after said meeting, the President shall deliver to the Director of Human Resources the Union's answer to the grievance.

### **Stage 2**

If the Niagara Parks Commission is not satisfied with the disposition of the grievance by the Union's Grievance committee, the matter may be submitted to arbitration in which event the procedure as set forth in Clause 6.05 shall apply.

## **6.15 MEDIATION/ARBITRATION**

The Parties agree that the earliest resolution to matters giving rise to grievances is the desired result. To that end, the Parties may decide to meet with an agreed to mediator/arbitrator in order to assist with the process. The bargaining agent and the Niagara Parks Commission will each pay one-half (1/2) of the cost of the mediation/arbitration.

## **ARTICLE 7 - POSTING AND FILLING OF REGULAR POSITIONS**

**7.01** All vacancies for positions to be filled within the Bargaining Unit shall be posted for ten (10) working days on The Niagara Parks Commission's bulletin boards located throughout the Park.

Any employee desiring the position must make application in writing to the Human Resources Office within ten (10) working days of the date of posting of the notice.

**7.02** The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work and the area in which the position exists.

- 7.03** In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be a consideration.
- 7.04** For the purpose of filling vacancies under Article 7.03, seniority for a Regular Employee shall be the date of appointment to Probationary Staff.
- 7.05** Effective July 1, 1998, Probationary Constables will be required to pay recruitment course fees of up to a maximum of three thousand dollars (\$3,000.00) to attend Ontario Police College. These fees may be subject to payroll deductions payable over a period not exceeding twelve (12) months.

## **ARTICLE 8 - JOB SECURITY**

### **8.01 PROBATIONARY PERIOD**

An employee will be on probation or on trial as outlined in Clause 2.02. Upon completion of such probationary period, he/she shall acquire seniority in his/her classification within the Police Department.

- 8.02** When the Commission decides the circumstances require a reduction of Police Services Staff and where the qualifications of the employees for the job concerned are relatively equal, the seniority of the employees shall apply. Employees with more seniority will have the right to displace employees with less seniority in the same classification or a lower classification provided that the Commission determines that the surplus employee is qualified to perform the work of the displaced employee. When the Commission decides to recall employees and where the qualifications are relatively equal, the seniority of the employees shall apply.

- 8.03** Seniority shall be lost and employment deemed to be terminated if the employee:
- (a)** voluntarily quits;
  - (b)** is discharged for cause unless such discharge is reversed through the grievance procedure;
  - (c)** is laid off for a period in excess of twelve (12) months;

- (d) overstays a leave of absence without written consent of the Commission;
- (e) utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- (f) being laid off fails to return to work after being recalled within five (5) days following the mailing of a registered letter to the last recorded address with the Commission.

**8.04** In the case of a complaint, the Employer shall hold the employee out of service with pay pending the completion of an NPC internal investigation of the circumstances surrounding the complaint. As part of the internal investigation, a hearing will be convened with the Chief of Police, Inspector, Staff Sergeant, employee and Union representative and the employee will be given the opportunity to give an explanation if they so desire. Prior to the imposition of discipline, the Chief will confer with the Director of Human Resources.

**8.05** Where an employee's discharge or discipline is reversed through the grievance procedure, but where such discharge or discipline led to cancellation of the employee's warrant card by the issuing body, terms of employment with The Niagara Parks Commission shall be in accordance with the following:

- (a) the employee shall maintain his/her seniority date;
- (b) the employee shall not perform the duties of a Police Officer or any other duties requiring a validated warrant card;
- (c) the employee shall be provided an alternate work assignment within the Police Bargaining Unit as determined by the Chief of Police and in accordance with the employee's skills and abilities. The employee shall then have all rights and privileges of the new assignment;
- (d) the employee's rate of pay shall be red-circled at the rate he/she was earning immediately prior to the cancellation of the warrant card, until the rate for the new work assignment catches up.

- 8.06** Where, for any reason, an employee's warrant card is established after previously being cancelled, such employee assigned to other duties under 8.05 shall be reassigned to the position and current salary he/she occupied immediately prior to the cancellation of the warrant card. Where the former position no longer exists, the employee may exercise his/her seniority rights as outlined in Clause 8.02.
- 8.07** When an employee is hired from seasonal to full-time, he/she shall be transferred to the full-time seniority list on the basis that twelve (12) months of employment as a seasonal is equal to six (6) months of employment as a full-time. The calculation of the new seniority date shall be based on the date of hire into the full-time position and shall be used for the purposes of layoff and recall only.

## **ARTICLE 9 - COURT WITNESS**

- 9.01** Where an employee is absent by reason of a subpoena to serve as a witness not related to his/her duties with The Niagara Parks Commission, the employee may at his/her option:
- (a) treat the absence as a leave without pay and retain any fee received as a witness;
  - (b) deduct the period of absence from vacation leave of absence credits or overtime credits, and retain any fee received as a witness, or
  - (c) treat the absence as a leave with pay, and pay to the Commission any fee received as a witness.

## **ARTICLE 10 - MILITARY TRAINING**

- 10.01** The General Manager may grant leave of absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of taking military, naval, air force, or civil defence training.

## **ARTICLE 11 - BENEFITS**

**11.01** The Commission agrees to maintain the employee's Benefits the same as those negotiated for Local 217, Park Employees.

The eligibility requirements and other benefit details are outlined in Appendix III. The Commission further agrees to pay its share of the premium (See Appendix I) subject to the payment of the balance of the premium by an employee through payroll deduction.

## **ARTICLE 12 - LEAVE OF ABSENCE**

**12.01** Leave of absence without pay may be granted by the Commission for legitimate personal reasons. It is understood that in granting such leave, the Commission will be provided with reasonable explanation for the leave request.

**12.02** Leave of absence without pay may be granted to employees to attend conventions, schools and seminars conducted by the Union and shall not be unreasonably withheld.

**12.03** Leave of absence with pay and without loss of credits, up to five (5) days each, shall be granted to a member of the union who participates in negotiations provided that no more than five (5) employees at any one time shall be permitted such leave for any one set of negotiations. Leaves of absence granted under this sub-section shall include reasonable travel time.

## **ARTICLE 13 - WORKING CONDITIONS & OVERTIME**

**13.01 (a)** In this Article,

**(i)** "Employee" means a Regular Employee as defined in Article 2.01.

**(ii)** "Overtime" means an authorized period of work paid to the nearest half-hour and performed over forty (40) hours in the week concerned or in excess of eight (8) hours per day, or on a day, except a designated holiday, that is not a regular working day.

**(b)** For the purpose of this Article, a normal working week is deemed to be five (5)

consecutive working days of eight (8) hours each with a mealtime period of forty-five (45) minutes during each eight (8) hour period.

**13.02** An employee shall be given the choice of pay or compensating leave for overtime worked and will be compensated at the rate of time and one half for all such hours. Where overtime is paid, it shall be with the regular pay for that period.

**13.03** Overtime shall be shown in the pay book on the day it occurred, and all overtime shall be recorded and maintained by the Payroll Department.

**13.04 (a)** Where an employee is called in for any period of work,

(i) prior to his/her regular working period or after leaving his/her place of employment at the end of his/her regular working period; or

(ii) on a holiday or other day that is not a regular working day, he/she is entitled to a credit of a minimum of four (4) hours of overtime, but where the employee performs work for more than four (4) hours after being so required to report for work, he/she is entitled to a credit of a minimum of eight (8) hours of overtime pay.

(b) This section does not apply where an employee, on being called in for not more than one (1) hour prior to his/her regular period of work, is given compensating time therefore at the end of that period of work.

### **13.05 Court Appearances**

Where an employee is required to appear in court in the line of duty at a time that is not part of a regular working shift, he/she shall be paid, for each hour of overtime performed, an amount equal to one and one-half (1 1/2) times his/her hourly rate of salary, but in no case shall he/she be paid an amount less than six (6) times his/her hourly salary.

Where there is mutual agreement, an employee may receive compensating leave in lieu of pay at the overtime rate.

### **13.06 Regular Working Period and Pay**

- (a) The term "regular working period" means any properly scheduled consecutive eight (8) hour period including a mealtime of forty-five (45) minutes, that an employee is required to work on a regular working day.
- (b) "Regular working day" means any properly scheduled day on which an employee is required to work which is not in excess of five (5) days in any week, excluding a holiday as defined in Appendix III, Article 49.

### **13.07 Work Schedule**

- (a) The schedule shall be for a period of one (1) week commencing on Sunday, and shall be posted by 4:00 p.m. on the Monday prior to the beginning of the week for which the schedule is intended, and after posting, the schedule shall not be changed except:
  - (i) with the consent of the employee concerned; or
  - (ii) in a situation of emergency.
- (b) Where a work schedule is posted in advance of the time prescribed, it shall be subject to change up to 4:00 p.m. of the Monday prior to the week to which it applies.
- (c) Reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided, however, that if an employee is required to work before twelve (12) hours have elapsed the employee shall be paid time and one-half (1 1/2) for the hours which fall within the twelve (12) hour break period.
- (d) Shifts may be changed without any premium or penalty when agreed upon between the Union and the Commission.

### **13.08 When Overtime Not Allowed**

An employee shall not be entitled to claim overtime worked during attendance, not exceeding four (4) hours per month, at:

- (a) Training Courses
- (b) In-Service Lectures.

When mutually agreeable to both Parties, employees may be granted time off in lieu of overtime when attending the above. When the employee is required to attend the courses, lieu time will be granted at time and one-half (x 1-1/2). Where the training is not mandatory lieu time will be granted at straight time.

### **13.09 Meal During Overtime Duty**

- (a) An employee who continues to work more than four (4) hours of overtime immediately following his/her scheduled hours of work without notification of the requirements to work such overtime, prior to the end of his/her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to eight dollars (\$8.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- (b) A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his/her workplace.
- (c) Gratuities and taxes are to be included in the actual cost of meal claims.

### **13.10 Court Adjournment (Lunch Time)**

Where an employee entitled to overtime pay is in attendance at court, and he/she is required to reappear after the lunch time adjournment, he/she may claim overtime during the adjournment continuous to the morning session, and he/she shall not be entitled to a meal allowance.

### **13.11 Nearest Half-hour**

When computing overtime to the nearest half-hour, a period of fifteen (15) minutes to thirty (30) minutes inclusive shall be credited as one half-hour, and a period of one (1) minute to fourteen (14) minutes shall be disregarded.

### **13.12 Computing Time and one-half**

When computing time and one-half, Clause 13.11 shall only apply after the actual overtime worked in any pay period has been multiplied by one and one-half (1 1/2) times.

### **13.13 Alternative Arrangements**

It is understood that other arrangements regarding hours of work and overtime may be entered into between the Parties with respect to variable work days or variable work weeks. (See Appendix V for the NPC police compressed work week agreement).

## **ARTICLE 14 - CLOTHING**

**14.01** The Commission will issue each employee covered by the Agreement the following articles of clothing as required upon approval by Police management:

1 pair boots or 1 pair hiking boots *	
1 pair gloves	
1 patrol jacket	
2 pairs trousers	Raincoat
1 forage cap	Sweaters
4 shirts **	Soft body Armour
2 ties	Winter Hat
Reefer or Fall-Spring coat	Dress Uniform

Appropriate equipment as required by special duty assignments

\* 1st year or Probationary Constables/Full time Provincial Offences Officers receive both boots and hiking boots.

\*\* 1st year or Probationary Constables/Full Time Provincial Offences Officers receive four (4) long sleeve and four (4) short sleeve shirts.

**14.02** It is agreed that employees shall be provided only such equipment that meets the guidelines and regulations of the Solicitor General.

**14.03** Officers assigned on a CIB training secondment with another service shall receive an additional allowance of two hundred and fifty dollars (\$250.00).

## **ARTICLE 15 - DRY CLEANING**

**15.01** The Commission shall pay dry cleaning charges, not exceeding \$25.00 per annum per employee, covering clothes (as per Clause 14.01) issued to employees included in this Agreement, and used in the course of their duties.

**15.02** Pickup and delivery of dry cleaning will be by schedule weekly or bi-weekly, as set up by the Police Department.

## **ARTICLE 16 - SHIFT PREMIUM**

**16.01** An employee shall receive a shift premium of fifty-eight (58) cents per hour for all hours worked between 8:00 p.m. and 8:00 a.m.

**16.02** Shift premiums shall not be considered as part of an employee's basic hourly rate.

**16.03** Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he would otherwise be entitled to a shift premium.

## **ARTICLE 17 - MILEAGE ALLOWANCE**

**17.01** An employee who is requested to use his/her car in the performance of police duty, and who agrees to do so, shall be paid an allowance in accordance with the existing policy in effect at The Niagara Parks Commission at the time.

**17.02** No employee shall be allowed use of his/her car pursuant to Clause 17.01 unless and until he/she provides satisfactory evidence of public liability and property damage insurance coverage.

## **ARTICLE 18 - PAY FOR ACTING RANK**

**18.01** The Chief of Police or designate may designate in writing a Constable to perform in an acting capacity, the full duties of a Sergeant in charge of a shift provided no other N.C.O. is on duty. On each appointment, the person so designated shall be paid as if he/she were assigned to the first salary level of the position.

On reverting to his/her previous position, the employee is to be paid at the rate in the range at which he/she would have been paid had he/she not held an acting appointment in the interim.

**18.02 (a)** Every reasonable effort will be made to administer Acting Pay in a fair and equitable manner in accordance with the requirements of the acting assignment and the abilities of the Officers.

**(b)** The acting shift will be offered to employees on a rotational basis. When an employee has worked an acting shift, he/she will not be offered another shift until every other qualified employee who is eligible to work an acting shift has worked or refused a shift.

**(c)** Acting shifts will be assigned by the Chief of Police or designate, upon the determination of who is eligible based on the following requirements:

**(i)** employees must have a minimum of five (5) years of service as a police constable; and

**(ii)** two (2) consecutive satisfactory performance evaluations with the Niagara Parks Commission.

**(d)** The Chief of Police will post a list of those employees who are eligible for acting assignments.

**(e)** It is recognized that some employees may receive more acting assignments than others; this will be dictated by established work schedules.

**18.03** The provisions of Clause 18.01 will not apply where the employee is receiving on-the-job-training not to exceed four (4) twelve (12) hour shifts annually per individual.

## **ARTICLE 19 - UNION DUES**

- 19.01** There shall be deducted from the regular bi-weekly pay of every employee in the Bargaining Unit, the regular dues as authorized under the bylaws of the Union.
- 19.02** The amounts so deducted shall be remitted to the Union Head Office by the fifteenth (15th) of the following month in accordance with and subject to the conditions set out in The Crown Employees Collective Bargaining Act. The cheque shall be accompanied by a list of the employees from whom the deductions have been made. A copy of dues deductions shall be sent to the Niagara Regional Office of OPSEU.
- 19.03** The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

## **ARTICLE 20 - HEALTH & SAFETY**

- 20.01** The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both Employer and Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 20.02** The Employer agrees to develop policies and procedures to deal with violence in the workplace. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policies.
- 20.03** Health and Safety Committee members shall be entitled to ongoing training as required.

## **20.04 Early and Safe Return To Work**

The Employer, being committed to providing fair and consistent practices for accommodating employees who have been ill, injured or have sustained a permanent disability, will accommodate employees in accordance with the *Human Rights Code* and all relevant legislation. The Union shall designate one member to represent the employees when discussing work accommodation efforts.

## **ARTICLE 21 - MINIMUM STRENGTH SHIFT**

**21.01** A minimum of two (2) regular Police Officers (as covered by this agreement) will be on duty for each shift at all times. At the discretion of the Shift Supervisor, additional Officers may be authorized and called in to supplement the on duty shift strength, if required. Officers who are called in to duty will be entitled to the applicable premium rate for all hours worked in accordance with clause 13.02

## **ARTICLE 22 - SALARIES**

### **22.01 REGULAR EMPLOYEES**

These salaries are listed in Appendix II.

**22.02** The anniversary date will be the first of the month following an employee's appointment to staff except that where the appointment occurs on the first calendar day or the first working day of a month, the first calendar day of that month will be the anniversary date.

**22.03** Promotional increases and merit increases will be effective on the employee's anniversary date, provided these increases are approved by the Chief of Police.

### **22.04 Paid Duty**

Paid Duty is defined as Police Duty worked on the Niagara Parks Commission property that is worked when an employee is scheduled to be off duty from his/her regular shift. Compensation for Paid Duty is recovered from other than the Police Budget, but payment is made to employees through the payroll office.

- (a)** Reasonable effort will be made to administer Paid Duty in a fair and equitable manner in accordance with the requirements of the paid duty assignment.
- (b)** Paid Duty is voluntary duty, however, when working a paid duty assignment, the employee shall be considered "on duty".
- (c)** Regular shifts will not be rescheduled to facilitate the working of a Paid Duty shift.
- (d)** The order of dress during a Paid Duty assignment will be the same as the order of dress for regular shift employees, unless special representation is made by the requesting agency to the Chief of Police.
- (e)** The Paid Duty shift will be offered to employees on a rotational basis. When an employee has worked a Paid Duty shift, he/she will not be offered another shift until every other employee who is eligible to work a Paid Duty shift has worked or refused a shift.
- (f)** Paid Duty shifts will be assigned by the Chief of Police or designee, upon the determination of who is eligible based on regular shift requirements and the requirements of the paid duty assignment.
- (g)** Upon ratification, the rate for Paid Duty shall be one and one-half (1-1/2) times the First Class Constable's hourly rate which is effective Sept. 1/04. Subsequent paid duty rates will be effective the date of change of rate outlined in Appendix II. Where two (2) or more Officers are assigned to a single paid duty assignment, or where the Chief of Police determines that the paid duty assignment requires the services of a Sergeant, the rate for the paid duty for the Sergeant that is assigned shall be one and one-half (1-1/2) times the hourly rate paid for a Sergeant. A paid duty assignment shall be a minimum of four (4) hours. On a holiday, as specified in Clause 49.01, the rate for Paid Duty shall be double time (2x) the hourly rate.

The rate for Paid Duty for Provincial Offences Officers will be seventeen dollars (\$17.00) per hour.

- (h) It is recognized that some employees may receive more Paid Duty assignments than others. This will be dictated by established work schedules. However, at the end of each fiscal year, Paid Duty opportunities will be audited and reasonable attempt made to equalize such opportunities for upcoming assignments.
- (i) The cancellation of a paid duty assignment shall require a minimum of twenty-four (24) hours notice. Where such notice is provided no payment for the assignment shall be required. Failure to provide such notice shall result in the payment of four (4) hours at straight time rate.
- (j) Paid Duty assignments may be authorized for Provincial Offences Officers in situations where the immediate authority of a Special Constable is not required (e.g. those that involve alcohol). In no case shall the ratio of Special Constables to Provincial Offences Officers be less than a one to one ratio. In the case where only one individual is required, the assignment shall be filled by a Special Constable. Paid duty assignments will be the responsibility of the Chief of Police or designee in consultation with the Union for the establishment of an adequate security plan.

**22.05** Qualified officers who are assigned to instruct/train other NPC officers shall receive an additional fifty cents (\$0.50) per hour for all hours performing such duties.

## **ARTICLE 23 – PENSION BRIDGING**

Whenever the OPSEU Pension Trust determines that a Pension Bridging option is open to Employees for early retirement purposes, the parties agree to allow employees to take advantage of this benefit in accordance with the OPSEU Pension Trust provisions.

## **ARTICLE 24 - SENIOR CONSTABLE DESIGNATION**

### **24.01 (a) Eligibility to Senior Constable Designation:**

It is senior management's intention to give recognition to those members of The Niagara Parks Police, who over their years of service, have contributed to, and carried the responsibilities of a Senior Constable. It must be clearly understood that this is a designation used based upon merit and not a rank.

**(b)** A member shall receive a Senior Constable designation when the following criteria is met:

- 1** Have completed a minimum of two (2) years as a First Class Constable with the NPPS.
- 2.** Have completed a minimum of ten (10) consecutive years of service as a constable. Years of service may include:
  - (i)** Sixty percent (60%) of all years of service as a Police Constable with another Police Service;
  - (ii)** Fifty percent (50%) of all years of consecutive service as a Bargaining Unit Provincial Offences Officer with the NPC.
- 3.** Apply in writing to the Chief of Police and receive a favourable recommendation; and
- 4.** Have two consecutive satisfactory performance evaluations.

A member who is not recommended, shall be provided with the reasons in writing.

**(c) Removal of Designation**

The Senior Constable designation shall be removed if the member receives an unsatisfactory performance evaluation and is placed on special review.

The following procedure shall be followed to remove a member's Senior Constable designation:

- 1.** The Chief of Police or designate shall prepare a performance evaluation outlining the reason(s) that the member should receive an unsatisfactory performance review and be placed on special review;
- 2.** The Chief of Police or designate shall notify the Director of Human Resources in writing, that the member is no longer eligible for Senior Constable designation.

A member who has the designation removed as a result of an unsatisfactory performance evaluation and placed on special review, may reapply upon again meeting the criteria as set out above.

A member may, at any time and without providing a reason, withdraw from the Senior Constable designation by submitting a memorandum through normal channels.

**(d) Appeal Procedures**

1. Where a member has not been recommended, or has the Senior Constable designation removed, and disagrees with the decision, the member may appeal, within seven (7) days the decision to the General Manager.
2. An appeal of the recommendation or removal of the Senior Constable designation, shall be in memorandum form and detail the grounds or reasons for the appeal.
3. The General Manager, or designate, upon receiving notice of an appeal shall review the member's personal file, review reasons for appeal, consult with the Chief of Police and render a decision in writing within seven (7) days.
4. A member not satisfied with the decision rendered may, within seven (7) days, utilize the grievance procedure as set out in the Collective Agreement. No action, shall be taken until final settlement of the appeal or grievance.

**(e) Compensation**

The amount of compensation paid to the employee(s) designated as Senior Constable(s) shall be 3% above First Class Constable.

## **24.02 Sergeant Designation**

It is the intention of The Niagara Parks Commission to give recognition to those Sergeants who have attained an exemplary level of expertise and performance.

### **1. Compensation**

- 1) Entry Level – 7% above First Class Constable
- 2) Upon satisfactory completion of 6 months – 8.5% above first class constable
- 3) Upon satisfactory completion of 1 year - 10% above first class constable

## **ARTICLE 25 - COMMUNICATIONS**

### **25.01 Employee Relations Committee**

It is agreed to establish an Employee Relations Committee for the Police Service with the terms of reference as follows:

The Niagara Parks Commission and OPSEU Local 217, Park Police may enter discussions as are appropriate and not being excluded by the provisions of the ***Crown Employees Collective Bargaining Act***. Such discussions will be aimed at problem resolution, the exchange of information and the application of the Collective Agreement but shall not be used by either Party to amend the Collective Agreement and shall not be subject to the mediation and arbitration procedures under the Act and nothing shall preclude a grievance alleging a violation of the Collective Agreement as provided in the said Act.

Membership in the Employee Relations Committee will be comprised of Bargaining Unit/Police Service Staff and Niagara Parks Commission Management.

Minutes will be recorded and co-signed by one Bargaining Unit Member and one Management Member.

OPSEU Regional representation may be in attendance in an advisory capacity. Similarly, with the consent of both parties other participants may be invited from time to time.

Without limiting the scope of the consultations, this Committee shall be used to discuss uniform/equipment purchases, replacements, and any other issues that may arise.

Committee members who attend meetings on their regularly scheduled day off shall be provided with compensating leave for the time spend attending these meetings at straight time.

## **25.02 Employment Status**

The Employer agrees to communicate to the Employee Relations Committee any developments and decisions which will impact on the status of employees during the term of the Collective Agreement.

**25.03** Adverse reports shall be deemed to be removed from the employee's file after two (2) years.

## **PART B – SEASONAL EMPLOYEES**

### **ARTICLE 26 - RECOGNITION**

**26.01** The Commission recognizes the Union as the exclusive bargaining agent for all employees of The Niagara Parks Commission in the following categories: Seasonal Provincial Offences Officers, excluding students.

### **ARTICLE 27 - DEFINITIONS**

#### **27.01 SEASONAL EMPLOYEE:**

- (a)** Seasonal Employees are Seasonal Provincial Offences Officers, excluding students who are employed in positions which do not require the employee to be employed on a full-time year-round basis. Seasonal Provincial Offences Officers may work a maximum of fifty (50) consecutive weeks in a twelve (12) month period. Any of these employees working more than fifty (50) consecutive weeks in a twelve (12) month period shall be covered by the terms of this Agreement and not limited to Part B - Seasonal Employees.
- (b)** Where a Seasonal position has been filled on a full-time basis for two (2) consecutive years, it shall become subject to the complement review process for consideration for posting as a regular full-time position.
- (c)** The Parties agree to form a committee of three (3) members from the Commission and three (3) members from the Union to address job evaluation for seasonal employees and the issue of the full integration of seasonal employees and full-time employees.

**26.02** The term “employee” whenever used in Part B of the Agreement shall refer to a Seasonal Employee of the Bargaining Unit excluding those persons referred to under Part A – Regular Employees.

## **ARTICLE 28 - POSTING AND FILLING OF REGULAR POSITIONS**

**28.01** All vacancies for positions to be filled within the Bargaining Unit shall be posted for ten (10) working days on The Niagara Parks Commission's bulletin boards located throughout the Park.

Any employee desiring the position must make application in writing to the Human Resources Office within ten (10) working days of the date of posting of the notice.

**28.02** The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work and the area in which the position exists.

**28.03** In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be a consideration.

**28.04** For the purpose of filling vacancies under Clause 28.03, the following definitions of seniority will apply:

- (a)** Seniority for a Regular Employee shall be the date of appointment to Probationary Staff;
- (b)** Seasonal seniority shall be in accordance with the established seasonal seniority lists.

**28.05** At the beginning of each calendar year, Bargaining Unit Provincial Offences Officers that have obtained current OACP Certificate of Results shall be placed in a hiring pool for full-time Constable positions that may result throughout the year.

It is the responsibility of the employee to produce a valid certificate. If any or all components expire during this period and are not renewed, the employee shall be removed from the pool until such time as he/she has renewed the expired component(s).

## **ARTICLE 29 - JOB SECURITY**

### **29.01 Probationary Period**

A seasonal employee upon entering the bargaining unit shall serve a probationary period of sixty (60) working days which shall be completed within a period of fifty-two (52) weeks. Upon the agreement of the employee and the Union, an employee's probationary period may be extended where issues of corrective action are required.

### **29.02 Seniority**

Upon successful completion of the probationary period, a Provincial Offences Officer shall have the seniority within the Police Department which shall be effective from the date that he/she entered the bargaining unit.

### **29.03 Loss of Seniority**

Seniority shall be lost and employment deemed to be terminated if the employee:

- (a) voluntarily resigns (even when the employee is subsequently rehired);
- (b) is discharged for cause unless such discharge is reversed through the grievance procedure;
- (c) is laid off for a period in excess of twenty-four (24) months;
- (d) overstays a leave of absence without written consent of the Commission;
- (e) utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- (f) being laid off fails to return to work within five (5) days following mailing of a registered letter to the last recorded address with the Commission.

## **29.04 Layoff Procedure**

Where the Commission reduces the number of Provincial Offences Officers in any year, they shall be laid off in reverse order of seniority, providing the Senior Employee is capable of performing the remaining work. Employees shall receive at least two (2) weeks written notice of layoff.

During layoff, Provincial Offences Officer is responsible for advising the Human Resources Office (in the manner established by the Employer) of his/her current phone number and address and is responsible for the accuracy and completeness of the information provided.

## **29.05 Early Layoff**

Where mutually agreeable by all Parties involved, an employee with greater seniority may elect to accept an early layoff in lieu of a lower seniority employee without the penalty of loss of seniority providing:

- (a) They notify in writing the Director or designate of the Department of his/her desire for early layoff at least one (1) week prior to the layoff taking effect and;
- (b) the date of this early layoff is not prior to any layoff date that management determines; and
- (c) An employee upon being granted an early layoff date would forfeit their layoff time limits as outlined in Clause 29.04.

**29.06** Notwithstanding anything in Clause 29.04, it shall not be considered a layoff when a Seasonal Employee is relieved of duty prior to the conclusion of their scheduled work day due to shortage of work. When the Commission determines that it is necessary to relieve an employee from duty prior to the end of their shift, or if a shift is cancelled due to mechanical failure or weather conditions before it begins, Bargaining Unit employees in order of seniority may volunteer to leave. If there are no volunteers, then student employees performing the same work in the same location as Provincial Offences Officers shall be relieved prior to Provincial Offences Officers. When Provincial Offences Officers are relieved early, it shall be done in reverse order of seniority. It is understood that the layoff date for students will not be later than the layoff date for Provincial Offences Officers.

## **29.07 Recall**

A Provincial Offences Officer who has completed his/her probationary period shall be offered employment in their former positions in the following season on the basis of seniority. For the purposes of this Article, former position shall be defined as the position the employee occupied during the previous contract period immediately prior to layoff.

**29.08** Employees, shall be returned to their former position on the basis of seniority, providing there is work available. The recall date for Provincial Offenses Officers will not be later than the recall date for Students.

**29.09** Once recalled, an employee shall not work for more than fifty (50) weeks during the employment contract period.

## **29.10 Transfers**

Employees who wish to be considered for a transfer to a position in another department may apply in person at the Human Resources Office. An employee wishing to be considered for a transfer prior to the opening of the season must apply before December 31. Transfer requests are valid for the upcoming season only and must be renewed each year. All transfer requests will be considered before hiring new employees.

**29.11** Nothing in this Article shall be construed as a guarantee of employment or a guarantee of hours. However, when developing work schedules, reasonable effort shall be made to allot hours in a fair and equitable manner giving consideration to seniority. It is understood that assigned hours of work may vary in accordance with the requirements of the Commission. Any scheduling concerns may be brought to the Employee Relations Committee for discussion.

**29.12** When an employee is hired from seasonal to full-time, he/she shall be transferred to the full-time seniority list on the basis that twelve (12) months of employment as a seasonal is equal to six (6) months of employment as a full-time. The calculation of the new seniority date shall be based on the date of hire into the full-time position and shall be used for the purposes of layoff and recall only.

## **29.13 Scheduling**

- (a) Every reasonable effort shall be made to avoid scheduling of the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift. It is understood the nature of the Commission's operations is such that this type of scheduling may be unavoidable. However, it is agreed that scheduling decisions made in this regard shall be on reasonable grounds.
- (b) The Commission shall post work schedules of the employees covered by this Agreement as far in advance as possible considering the demands of the operation. As a minimum the schedules shall be posted by Thursday A.M. for the week commencing the following Sunday except in cases of emergency or circumstances beyond the control of the Commission. Those locations that currently post their work schedules in advance shall endeavour to continue this practice.
- (c) Except where agreed by mutual consent, reasonable efforts will be made to schedule Seasonal Employees two (2) consecutive days off per week.
- (d) The Employer agrees that, when developing schedules for individual work locations, after first taking into consideration the operational requirements of the location, the Employer will consider the wishes of Seasonal employees when scheduling seasonal and student employees performing the same work in the same location.

## **ARTICLE 30 - JURY DUTY OR COURT WITNESS**

**30.01** Where an employee is scheduled to work and is absent by reason of a subpoena to serve as a witness not related to his/her duties with The Niagara Parks Commission, the employee may at his/her option;

- (a) treat the absence as a leave without pay and retain any fee he/she receives as a witness, or juror; or
- (b) treat the absence as a leave with pay, and pay to the Commission any fee he has received as a witness or juror.

## **ARTICLE 31 - BEREAVEMENT LEAVE**

**31.01** An employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

This leave is for the purpose of attending the funeral, and for either the day before or the day after the funeral provided the employee was scheduled to work on the day the leave was taken. If additional leave is requested, the Commission will provide up to five (5) additional days leave without pay.

## **ARTICLE 32 - REPORTING PAY**

- 32.01 (a)** Where an employee reports to work at his/her scheduled starting time and work is not available, the employee shall receive two (2) hours pay at his/ her basic hourly rate. This shall not apply where the employee has been notified prior to the scheduled starting time that the employee is not to report to work. In no case shall such payment exceed the number of hours scheduled.
- (b)** When an employee commences work at his/her scheduled starting time and is later instructed that work is not available, he/she shall receive a minimum of four (4) hours pay at his/her basic hourly rate. In no case shall such payment exceed the number of hours scheduled.
- (c)** When an employee is required to attend a staff meeting outside their scheduled hours, the employee will be compensated a minimum of two (2) hours pay at their basic hourly rate for attendance at the meeting. The minimum does not apply where the meeting is immediately prior to or after their scheduled shift.

## **ARTICLE 33 - COURT APPEARANCES**

**33.01** Where an employee is required to appear in court in the line of duty at a time that is not part of a regular working shift, he/she shall be paid, for each hour of overtime performed, an amount equal to one and one-half times (1-1/2 x) times his/her hourly rate of salary, but in no case shall he/she be paid less than one (1) hour.

Where there is mutual agreement, an employee may receive compensating leave in lieu of pay at the overtime rate.

## **ARTICLE 34: BENEFITS/PUBLIC HOLIDAYS AND VACATION PAY**

**34.01** All Seasonal Union Employees shall receive a benefit allowance of one dollar and twenty cents (\$1.20) per hour, for all regular hours worked.

Effective May 31, 2004 the seasonal benefit plan will be discontinued.

The parties agree to jointly investigate the feasibility of establishing a benefit plan with the OPSEU Joint Trusteed Benefit Fund.

The Employer agrees to transfer \$60,000.00 to OPSEU who will then redistribute the monies to the former members of the plan based on their contributions. The transfer of available funds will occur no later than October 31, 2004.

### **34.02 PUBLIC HOLIDAYS AND VACATION PAY**

A seasonal employee shall be entitled to the public holidays as outlined below providing he/she meets the following criteria:

- (a) the employee is actively employed;
- (b) is employed for more than three (3) months; and
- (c) has earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the holiday.

The Holidays are as follows:

New Year's Day	Good Friday
Canada Day	Victoria Day
Labour Day	Thanksgiving Day
Boxing Day	Christmas Day

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

**34.03** Where an employee has completed five (5) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for a paid holiday whether or not the employee:

- (a) is employed for less than three (3) months; or
- (b) earns wages in at least twelve (12) days of the four (4) weeks preceding the holiday.

For the purposes of this Article a season shall consist of at least one (1) day worked in a calendar year.

**34.04** Where an employee works on a designated holiday, the Commission shall pay to the employee for each hour worked a premium rate of one and one-half (1 1/2) times his/her regular rate and where the employee is entitled to the holiday with pay, his/her regular day's pay in addition.

**34.05** Where an employee works on a public holiday, the hours the employee works on the public holiday shall not be taken into consideration in calculating any overtime pay to which the employee is entitled for the work week in which the public holiday occurs.

**34.06** Seasonal Employees shall receive vacation pay equal to four percent (4%) of the wages of the employee in the twelve (12) months of employment for which the vacation pay is given. In calculating wages no account shall be taken of any vacation pay previously paid.

Where an employee has completed thirteen (13) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for five percent (5%) vacation pay. In addition, where an employee has completed eighteen (18) consecutive seasons of service, he/she will qualify in subsequent consecutive seasons for six percent (6%) vacation pay.

Vacation pay shall be calculated and paid out bi-weekly and shall be shown on the employee's pay slip.

For the purposes of this Article, a season shall consist of at least one (1) day worked in a calendar year.

A regular days' pay of an employee whose hours of work differ from day to day shall be the average of the employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) week period immediately preceding a public holiday.

**34.07** There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime or holiday premiums are payable.

## **ARTICLE 35 - TEMPORARY ASSIGNMENTS**

**35.01** Where a Provincial Offences Officer is assigned or requested to temporarily perform the duties of Dispatcher or participate in recovery activities, he/she shall receive four (\$4.00) dollars per hour above his/her basic hourly rate. Where he/she is temporarily assigned to perform the duties of Driver/Messenger he/she shall be paid three (\$3.00) dollars above his/her basic hourly rate.

## **ARTICLE 36 - ATTENDANCE CREDITS**

**36.01** An employee who is unable to attend to his/her duties due to sickness or injury is entitled to leave of absence with pay as follows:

A Seasonal Employee shall earn attendance credits of one (1) day for each twenty-three (23) working days complete attendance.

Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his/her duties by reason due to illness or injury.

**36.02** After five (5) days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the General Manager, certifying that the employee is unable to attend to his/her official duties.

Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the General Manager or designate may require any employee to submit a medical certificate for a period of absence of less than five (5) days.

This may include an assessment by the Employee's Doctor and, where agreed to by the employee, an assessment by the Company's Physician at the request of the employer.

**36.03** Where a seasonal employee uses less than fifty per cent (50%) of attendance credits accumulated in any one season, he/she may carry over fifty per cent (50%) of unused credits into the next season up to a maximum total banked accumulation of twelve (12) credits at any one time. Any credits in excess of the maximum will not be carried over, or accumulated.

**36.04** It is understood that unused accumulated attendance credits will not be paid out when an individual is laid off or is no longer an employee of The Niagara Parks Commission.

### **36.05 Leave of Absence**

- (a) Leave of absence without pay may be granted by the Commission for legitimate personal reasons and such leave shall not be unreasonably withheld. It is understood that in granting such leave, the Commission will be provided with reasonable explanation for the leave request.
- (b) Leave of absence with pay and without loss of credits, up to five (5) days each, shall be granted to a member of the Union who participates in negotiations provided that no more than five (5) employees at any one time shall be permitted such leave for any one set of negotiations. Leaves of absence granted under this sub-section shall include reasonable travel time
- (c) Leave of absence because of Maternity, Parental and Adoptive Leave shall be granted in accordance with the *Employment Standards Act*.
- (d) The General Manager or designee may grant an employee leave of absence without pay on religious grounds for the purpose of observing authorized religious holidays. Such leave shall not be unreasonably withheld.

- (e) The General Manager or designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds. Approval for this leave shall be based upon critical and extenuating circumstances. It is understood that in granting such leave, the Commission will be provided with reasonable explanation for the leave request.

**ARTICLE 37 - CLOTHING**

**37.01** The Commission will issue to each employee covered by this Agreement the following articles of clothing as required upon approval by Police management:

- |                            |              |
|----------------------------|--------------|
| 1 pair winter boots        | 1 forage cap |
| 1 pair summer boots        | 1 raincoat   |
| 1 pair winter gloves       | 1 ball cap   |
| 2 pair uniform trousers    | 1 winter hat |
| 1 spring/fall jacket       | 1 sweater    |
| 4 shirts (2 long, 2 short) |              |

Appropriate equipment as required by special duty assignment.

**ARTICLE 38 - SEASONAL WAGES**

**38.01**

<b>Year</b>	<b>Nov 1/03 1% Paid Oct 1/04</b>	<b>Nov 1/04 1%</b>	<b>May 1/05 1% Paid Oct 1/05</b>	<b>Nov 1/05 2%</b>	<b>Nov 1/ 05 1% Paid Sept 1/06</b>
<b>Year 1,2</b>	<b>13.00</b>	<b>13.13</b>	<b>13.26</b>	<b>13.53</b>	<b>13.67</b>
<b>Year 3,4</b>	<b>13.47</b>	<b>13.60</b>	<b>13.74</b>	<b>14.01</b>	<b>14.15</b>
<b>Year 5</b>	<b>13.70</b>	<b>13.84</b>	<b>13.98</b>	<b>14.26</b>	<b>14.40</b>

### **38.02 Paid Duty**

Paid Duty for a seasonal Provincial Offences Officer is defined as work performed on Niagara Parks Commission property that is worked when the employee is scheduled to be off duty from his/her regular shift. Compensation for Paid Duty is recovered from an outside party, but payment is made to employees through the payroll office. When a Provincial Offences Officer performs a paid duty assignment, the rate of pay will be seventeen (\$17.00) dollars per hour.

Paid Duty assignments may be authorized for Provincial Offences Officers in situations where the immediate authority of a Special Constable is not required (e.g. those that involve alcohol). In no case shall the ratio of Special Constables to Provincial Offences Officers be less than a one to one ratio. In the case where only one individual is required, the assignment shall be filled by a Special Constable. Paid duty assignments will be the responsibility of the Chief of Police or designee in consultation with the Union for the establishment of an adequate security plan.

### **38.03 Overtime**

Overtime will be paid at the rate of one-and-one-half times (1-1/2 x) the base rate after the completion of forty-two (42) hours work in a week.

**38.04** There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime or holiday premiums are payable.

### **38.05 Meal Allowance**

- (a) An employee who is required to work more than four (4) hours beyond the completion of his/her scheduled shift without notification of the requirement to work, prior to the end of his/her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to eight dollars (\$8.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- (b) A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his/her workplace.
- (c) Gratuities and taxes are to be included in the actual cost of meal claims.

## **ARTICLE 39 - COST OF AGREEMENT**

**39.01** The Parties agree to share equally the cost of printing copies of the Collective Agreement.

## **ARTICLE 40 – OTHER APPLICABLE ARTICLES**

**40.01** The following Articles from Part A shall also apply to Seasonal Employees:

Article 3 – No Discrimination

Article 19 – Union Dues

Article 4 – Management Functions

Article 20 – Health & Safety

Article 6 – Grievance Procedure

## **PART C – TERM OF AGREEMENT**

**PART C – TERM OF AGREEMENT**

**ARTICLE 41 - TERM OF AGREEMENT**

**41.01** This Agreement will continue in effect from November 1, 2003 - October 31st, 2006.

This Agreement will continue automatically thereafter for periods of one (1) year unless either Party notifies the other Party in writing of its desire to enter into negotiations for renewal of this Agreement, in which event this Agreement shall continue until a new Agreement is executed. Such notification shall be made by either Party not more than 90 days prior to the expiration date in which event negotiations shall begin within 15 days following receipt of such notifications.

**In WITNESS WHEREOF**

**this Collective Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2004.**

**THE NIAGARA  
PARKS COMMISSION**

**THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION  
AND ITS LOCAL 217 (PARK POLICE)**

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**APPENDIX I –  
BENEFIT COST SHARING**

**APPENDIX I – BENEFIT COST SHARING  
REGULAR EMPLOYEES ONLY**

	<i>EMPLOYER</i>	<i>EMPLOYEE</i>	<i>EFFECTIVE DATE</i>
<i>Basic Life Insurance</i> (75% of Annual Salary or \$10,000.00 minimum)	100%	NIL	Oct. 1, 1975
<i>Long Term Income Protection (66-2/3% of Gross Salary)</i>	90%	10%	Apr. 1, 1999
<i>Ontario Health Tax</i>	100%	NIL	Nov. 1, 1975
<i>Supplementary Health &amp; Hospital Plan (Drug Plan Co-Insurance 95% Reimbursement to Employee)</i>	100%	NIL	Nov. 1, 2001
<i>Vision Care &amp; Hearing Aid Coverage (maximum \$250.00 per person in any 24 month period for vision care and maximum \$250.00 per person once only for hearing aids)</i>	60%	40%	Jan. 1, 1990
<i>Supplementary Life (1,2, or 3 times earnings)</i>	NIL	100%	
<i>Dependent Life (Spouse \$1,000.00 &amp; Children \$500.00 Each Or Spouse \$2,000.00 &amp; Children \$1,000.00 Each)</i>	NIL	100%	
<i>Dental Care Plan Plus Covered Services Rider 1 (Dental Plan Co-Insurance 85% reimbursement to Employee)</i>	100%	NIL	July 1, 1979  Jan 1, 1990

**APPENDIX II  
THE NIAGARA PARKS COMMISSION POLICE SALARIES**

<i><b>CLASSIFICATION</b></i>	<i><b>Sept. 1/04</b></i>	<i><b>May 1/05</b></i>	<i><b>Nov. 1/05</b></i>
<b>Probationary Constable</b>	34,403	35,435	36,498
<b>Constable 4<sup>th</sup></b>	41,953	43,212	44,508
<b>3<sup>rd</sup></b>	47,944	49,382	50,864
<b>2<sup>nd</sup></b>	53,342	54,943	56,591
<b>1<sup>st</sup></b>	59,930	61,728	63,580
<b>Senior Constable</b>	61,728	63,580	65,487
<b>Sergeant Entry</b>	64,125	66,049	68,031
<b>6 Months</b>	65,024	66,975	68,984
<b>1 Year</b>	65,923	67,901	69,938

<b>Provincial Offences Officer - Pay Band 5 - Park Employees</b>						
	<b>Sept 1/04</b>	<b>Nov 1/03 - 1% paid Oct 1/04</b>	<b>Nov 1/04 1%</b>	<b>May 1/05 - 1% paid Oct 1/05</b>	<b>Nov 1/05 2%</b>	<b>Nov 1/05 - 1% paid Sept 1/06</b>
Step 1	\$15.66	\$15.82	\$15.98	\$16.14	\$16.46	\$16.62
Step 2	\$16.63	\$16.80	\$16.97	\$17.14	\$17.48	\$17.65
Step 3	\$17.60	\$17.78	\$17.96	\$18.14	\$18.50	\$18.69

**APPENDIX III – EMPLOYEE BENEFITS  
REGULAR EMPLOYEES**

## **ARTICLE 42 - BASIC LIFE INSURANCE**

**42.01** The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life Insurance Plan.

**42.02** The Basic Life Insurance Plan shall provide:

- (a)** coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000.) whichever is greater;
- (b)** where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
- (c)** a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000.00).

The conversion options shall be:

- (i)** Any standard life or endowment plans (without disability or double-indemnity) issued by the Great West Life Assurance Company.
- (ii)** A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in (i) above.
- (iii)** A term to age sixty-five (65) insurance plan.

**42.03** The amount of Basic Life Insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

**42.04** Basic Life Insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the OPSEU Pension Trust Fund are entitled to free coverage of two thousand (\$2,000.) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

### **ARTICLE 43 - SUPPLEMENTARY & DEPENDENT LIFE INSURANCE**

**43.01 (a)** Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.

**(b)** The Employee's Supplementary Life Insurance provides:

**(i)** a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee turns sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;

**(ii)** a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Clause 42.02 (c), Basic Life Insurance.

**43.02** The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee may maintain at his/her option the insurance coverage at the former higher level.

**43.03** Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in Clause 43.02 (b) (i) above.

**43.04 (a)** Employees, at their option, may purchase life insurance for dependents in the amount of One Thousand Dollars (\$1,000.00) on the employee's spouse and/or Five Hundred Dollars (\$500.00) on each dependent child, or two thousand dollars (\$2,000.00) on the employee's spouse and/or One Thousand Dollars (\$1,000.00) on each dependent child. The employee pays the full premium for this coverage.

**(b)** Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age sixty-five (65), the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.

**(c) Conversion option**

When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.

- (d) Eligible dependants shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over mentally or physically infirm and who are dependent.

**43.05** An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment to staff
- marriage, or
- birth or adoption of employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

## **ARTICLE 44 - LONG TERM INCOME PROTECTION**

**44.01** The Employer shall pay ninety percent (90%) of the monthly premium of The Long Term Income Protection Plan.

**44.02.1(a)** The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

**44.02.1 (b)** Effective January 1, 1992, the L.T.I.P. benefit an employee was receiving on December 31, 1991, will be increased for each employee in accordance with the following table:

<b><u>Year in which Employee Commenced to receive L.T.I.P. Benefit</u></b>	<b><u>Monthly Amount</u></b>
1975	\$425.00
1976	\$365.00
1977	\$350.00
1978	\$270.00
1979	\$200.00
1980	\$115.00
1981	\$ 75.00
1982	\$ 45.00
1983	\$ 40.00
1984	\$ 35.00
1985	\$ 30.00
1986	\$ 25.00
1987	\$ 20.00
1988	\$ 15.00
1989	\$ 10.00
1990	\$ 00.00
1991	\$ 00.00

**(c)** Effective December 31, 1993, and annually thereafter, the total monthly payment under subsections 44.02.1 (a) and 44.02.1 (b) shall be increased by two percent (2%) based on the average annual increase in the average Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

**44.02.2** The Long Term Income Protection benefit to which an employee is entitled under 44.02.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety and Insurance benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).

- 44.02.3** Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee became totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 44.02.4** Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of his/her normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by education, training or experience.
- 44.03** The Employer will continue to make pension contributions and premium payments for Ontario Health Tax, the Dental Plan, and for Supplementary Health and Hospital on behalf of the employee at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.S.I.B. award.
- 44.04** A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 44.05** Long Term Income protection coverage will terminate at the end of the calendar month in which an employee ceases to be an employee. If the employee is totally disabled on the date his/her insurance terminates, he/she shall continue to be insured for that disability.
- 44.06** If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

**44.07** If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

**44.08** The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his/her earnings as at the date of commencement of total disability.

**44.09** Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 48 (Vacation & Vacation Credits).

#### **ARTICLE 45 - ONTARIO HEALTH TAX**

**45.01** The Employer shall pay one hundred percent (100%) of each employee's Ontario Tax. Benefits will be as provided by the Ontario Health Tax Plan.

#### **ARTICLE 46 - SUPPLEMENTARY HEALTH & HOSPITAL INSURANCE**

**46.01** The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

(a) A dispensing fee cap of \$9.00 per prescription will be placed on all prescriptions for the life of the contract.

**46.02** Effective January 1, 1997, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) [effective November 1, 2001, ninety-five percent (95%)] of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and fifty dollars (\$150.00) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

- (a)** Charges for accommodation, for employees sixty-five (65) and over, in a licensed chronic or convalescent hospital up to Twenty-Five Dollars (\$25.00) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- (b)** Charges made by a licensed hospital for outpatient treatment not paid for under a provincial plan;
- (c)** Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not ordinarily resident in the employee's home, and who is not related to either the employee or his/her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;
- (d)** Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licensed and practising within the scope of their licence), to a maximum of Twelve Dollars (\$12.00) per visit for each visit not subsidized by Ontario Health Tax;
- (e)** Charges for the services of a psychologist up to sixteen dollars (\$16.00) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12.00) per visit for all other visits;
- (f)** Artificial limbs and eyes, crutches, splints, casts, trusses and braces plus seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off the shelf with a limit of three (3) pairs per calendar year if medically necessary and prescribed by a licensed physician. Plan also to cover 75% of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- (g)** Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Plan also to cover fifty percent (50%) of the cost of repairs (including batteries) and modification to purchased wheelchairs provided that the reimbursement for any one repair, battery or modification shall in no event exceed \$500.00;
- (h)** Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;

- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (l) Hearing aids and eyeglasses, if required as a result of accidental injury;
- (m) Charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided outside the Province of Ontario, exceed the Ontario Health Tax fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the Ontario Health Tax fee schedule.
- (n) Charges for surgery by a Podiatrist, performed in a Podiatrist's office to a maximum of one hundred dollars (\$100.00).

**46.03** Effective April 1, 1999, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollars (\$10.00) (Single) and twenty dollars (\$20.00) (Family) deductible in any calendar year and provides for vision care (maximum two hundred and fifty dollars (\$250.00) per person in any twenty-four (24) month period) and the purchase of hearing aids (maximum two hundred and fifty dollars (\$250.00) per person once only) equivalent to the vision and hearing component of the Blue Cross Extended Health Care Plan.

**46.04** It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his/her dependent is confined to hospital on the date his/her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of the date the total disability ceases, the date his/her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

**46.05** Where an employee is totally disabled, coverage for Supplementary Health and

Hospital Insurance will cease at the end of the month in which the employee receives his/her last pay from the Employer, except as provided in Clause 44.03 of Article 44 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's Human Resources Office. The employee shall pay the full premium.

**46.06** The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new Collective Agreement or following major alterations to the Plan.

## **ARTICLE 47 - INSURED BENEFITS PLANS - GENERAL**

### **47.01 COMMENCEMENT OF COVERAGE**

Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected) Long Term Income Protection and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months continuous service.

### **47.02 COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY**

During leaves of absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, Ontario Health Tax and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the Human Resources Office.

### **47.03 DAYS OF GRACE**

There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

## **ARTICLE 48 - VACATION & VACATION CREDITS**

**48.01 (i)** Effective January 1, 2001, an employee shall earn vacation credits at the following rates:

- (b) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
- (c) one and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
- (d) two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
- (e) Two and one-half (2-1/2) days per month after twenty-four (24) years of continuous service.

**48.01 (ii)** Effective January 1, 2004, new full time employees shall earn vacation credits at the following rates:

- (a) two (2) weeks during the first eight (8) years of continuous service.
- (b) three (3) weeks after eight (8) years of continuous service
- (c) four (4) weeks after fifteen (15) years of continuous service

Existing employees who are full time prior to January 1, 2004 will continue to earn and use vacation credits in accordance with the current system. It is understood that for the purposes of this article the term “continuous service” shall mean continuous service as a full time employee.

**48.02** An employee is entitled to vacation credits under Clause 48.01 in respect of a month or part thereof in which he/she is at work or on leave with pay.

**48.03.1** An employee is not entitled to vacation credits under Clause 48.01 in respect of a whole month in which he/she is absent from duty for any reason other than vacation-leave-of- absence or leave-of-absence-with-pay.

**48.03.2** Where an employee is absent by reason of an injury or industrial disease for which an award is made under the *Workplace Safety & Insurance Act*, he/she shall accrue vacation credits only for the period during which he/she is in receipt of salary, in accordance with Clause 55.02.

- 48.04** An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year.
- 48.05** An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by December 31st of each year.
- 48.06** On commencing employment an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed six (6) months of continuous service.
- 48.07** An employee with over six (6) months of continuous service may, with the approval of the General Manager, take vacation to the extent of his/her vacation entitlement and his/her vacation credits shall be reduced by such vacation taken.
- 48.08** Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with Article 48.07 he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his/her employment.
- 48.09** An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his/her credit at the date he ceases to be an employee, or at the date he qualified for payments under the Long Term Income Protection Plan as defined under Article 44 and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing that employee.

## **ARTICLE 49 - HOLIDAYS**

**49.01** An employee shall be entitled to the following holidays each year:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

Any special holiday as proclaimed by the Governor-General or Lieutenant Governor.

**49.02** Except as provided in Clause 49.03 when a holiday specified in Clause 49.01 falls on a Saturday or Sunday or when any two (2) of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

**49.03** Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st respectively, and Clause 49.02 shall have no application to these employees in respect of these holidays.

**49.04** Where an employee performs work on a designated holiday or on a day declared in lieu of a holiday, as defined above, he/she may elect either of the following:

- (i) to receive compensation at the rate of two (2) times his/her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7-1/4), eight (8), or the number of regularly scheduled hours as applicable and the regular days pay for the designated holiday; or
- (ii) to receive compensating leave at the rate of two (2) times for all hours worked with a minimum credit of seven and one-quarter (7-1/4), eight (8) or the number of regularly scheduled hours as applicable and also receive his/her regular days pay.

Compensating leave shall be taken at a time agreed upon between the employee and the Employer.

The employee's option must be the same for all designated holidays in the calendar year and made by January 1st of that year.

It is understood that this Article only applies to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.

**49.05** For the purpose of determining designated holiday entitlements, a shift that does not commence and end on the designated holiday shall be considered as falling wholly within the calendar day in which the shift starts.

## **ARTICLE 50 - BEREAVEMENT LEAVE**

**50.01** An employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

**50.02** An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his/her aunt, uncle, niece or nephew.

**50.03** In addition to the foregoing, an employee shall be allowed up to five (5) days leave-of-absence without pay to attend the funeral of a relative listed in Clauses 50.01 and 50.02 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

## **ARTICLE 51 - MATERNITY LEAVE**

**51.01** The General Manager shall grant leave of absence without pay to a female employee who has served at least thirteen (13) weeks.

**51.02.1** The leave of absence shall be in accordance with the provisions of *The Employment Standards Act*.

**51.02.2** Notwithstanding Appendix III, Clauses 48.02, 48.03.1, 53.12 and 54.07(a), vacation credits, seniority, and service continue to accrue during the maternity leave.

**51.03** An employee entitled to maternity leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance benefits pursuant to *The Employment Insurance Act, (Canada)*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

- 51.04.1** In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a)** for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, and
  - (b)** up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave.
- 51.04.2** Notwithstanding Clause 51.04.1 (a) and (b), where a VDT operator was reassigned because of pregnancy, to a vacancy with a lesser salary maximum, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the maternity leave.
- 51.05** Notwithstanding Article 47 (Insured Benefits Plans - General), an employee on maternity leave shall have her benefits coverage continued unless the employee elects, in writing, not to do so.
- 51.06** An employee on maternity leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for no more than thirty-five (35) weeks in accordance with the provisions of parental leave granted under Appendix III, Article 52.
- 51.07** A female employee returning from a leave-of-absence under Clause 51.01 or 51.06 shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 51.08** A VDT Operator who was reassigned, because of pregnancy, prior to the commencement of the maternity leave shall be assigned to the position she

occupied immediately prior to the assignment and be paid at the step in the salary range that she would have attained had she worked during the leave of absence.

- 51.09** Notwithstanding 51.04.1 (a) and (b) and 51.04.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled.
- 51.10** The maternity leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the maternity leave began or the day that is six (6) weeks after the birth, still birth, or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

## **ARTICLE 52 – PARENTAL LEAVE**

- 52.01.1** The General Manager shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks.
- 52.01.2** Notwithstanding Appendix III, Article 48.02, 48.03.1, 53.12 and 54.07(a) vacation credits, seniority and service continue to accrue during the parental leave.
- 52.02** Parental leave may begin:
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
  - (c) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise. The leave may end on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

**52.03** An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan

In respect of the period of parental leave payments made according to the Supplementary Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave except for an employee to whom Article 51 applies.
- (b) up to a maximum of ten (10 additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave.

**52.04** Notwithstanding Appendix III, Article 47 (Insured Benefits Plans - General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

**52.05** Any other entitlements shall be in accordance with the *Employment Standards Act 2000*.

## **ADOPTION LEAVE**

**52.05.1** An employee who is entitled to parental leave for the purpose of adoption and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

**52.05.2** In respect of the period of parental leave for the purpose of adoption, payments made according to the Supplementary Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the adoption leave.
- (b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the adoption leave.

**52.06** An employee returning from a leave of absence under Clauses 52.01 or 52.04, shall be assigned to his/her former position and be paid at the step in the salary range that he or she would have attained had the leave-of-absence not been granted.

**52.07** Notwithstanding sub-section 52.05.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the adoption leave, including any retroactive salary adjustment to which he or she may have been entitled.

## **ARTICLE 53 - SHORT TERM SICKNESS PLAN**

**53.01** An employee who is unable to attend to his/her duties due to sickness or injury is entitled to leave of absence with pay as follows:

- (1) with regular salary for the first six (6) working days of absence
- (2) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence

in each calendar year.

**53.02** An employee is not entitled to leave of absence with pay under Clause 53.01 of this Article until he or she has completed twenty (20) consecutive working days of employment.

**53.03** Where an employee is on sick leave of absence which commences in one calendar year, and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Clause 53.01 of this Article for more than one hundred and thirty (130) working days in the two (2) years until he/she has returned to work for twenty (20) consecutive working days.

**53.04** An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Clause 53.01 of this Article must complete twenty (20) consecutive working days before he or she is entitled to further leave under Clause 53.01 in the next calendar year.

**53.05** The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer paid portion of all payments and subsidies will continue to be made.

#### **53.06 USE OF ACCUMULATED CREDITS**

An employee on leave of absence under Sub-section 53.01(2) of this Article may, at his/her option have one quarter (1/4) of a day deducted from his/her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.

**53.07** An employee who is absent due to sickness or injury beyond the total number of days provided for in Clause 53.01 of this Article shall have accumulated attendance credits reduced by a number of days equal to such absence and shall receive regular pay for that period.

**53.08** Clause 53.07 does not apply to an employee when he or she qualified for and elects to receive benefits under the Long Term Income Protection plan.

**53.09** Where, for reasons of health, an employee is frequently absent or unable to perform his/her duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer. This may include an assessment by the Employee's Doctor and, where agreed to by the employee, an assessment by the Company's Physician at the request of the employer.

**53.10** After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the General Manager, certifying that the employee is unable to attend to his/her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave the General Manager or designee may require any employee to submit a medical certificate for a period of absence of less than five (5) days.

**53.11** Employees returning from L.T.I.P. to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

**53.12** For the purpose of this Article twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his/her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

### **53.13 ATTENDANCE REVIEW MEETINGS**

Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation prior to the interview.

## **ARTICLE 54 - TERMINATION PAYMENTS**

**54.01** An employee whose seniority commences from a date prior to January 1, 1970, and who ceases to be an employee is entitled to be paid an amount in respect of the employee's accumulated attendance credits for continuous service up to and including March 31, 1978 in an amount computed by multiplying half of the number of days of the employee's accumulated attendance credits at the date the employee ceases to be an employee by the employee's annual salary at the date the employee ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from April 1, 1978, the benefits described under Clause 54.04 shall apply.

**54.02** Notwithstanding Clause 54.01, an employee whose seniority commences from a date on or after October 1st, 1965 and before January 1st, 1970 who ceases to be an employee because of:

- (a) death;
- (b) retirement pursuant to:
  - (i) Section 17 of *The Public Service Act*; or
  - (ii) Section 12 or 18 of *The Public Service Superannuation Act*; or
- (c) release from employment under Subsection 4 of Section 22 of *The Public Service Act*,  
  
is entitled to receive, for continuous service up to and including March 31st, 1978
- (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before January 1st, 1970 and one (1) week salary for each year of continuous service from and including January 1st, 1970; or
- (e) the amount in respect of his/her accumulated attendance credits computed in accordance with Clause 54.01,

whichever is the greater, but he or she is not entitled to receive both of these benefits.

For the period from April 1st, 1978, the benefits described under Clause 54.04 shall apply.

**54.03** An employee whose seniority commences from a date on or after January 1st, 1970 is entitled to severance pay for each year of continuous service up to and including March 31st, 1978,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
  - 1. Section 17 of The Public Service Act, or
  - 2. Section 12 or 18 of The Public Service Superannuation Act,
- (iii) release from employment under Subsection 4 of Section 22 of *The Public Service Act*,

in an amount equal to one (1) week of salary for each year of continuous service; or

- (b) where the employee has completed five (5) years of continuous service and who ceases to be an employee for any reason other than,

- (i) dismissal for cause under Section 22 of the *Act*, or
- (ii) abandonment of position under Section 20 of the *Act*,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1st, 1978, the benefits described under Clause 54.04 shall apply.

**54.04** An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
  - (i) death,
  - (ii) retirement pursuant to,
    - 1. Section 17 of *The Public Service Act*, or
    - 2. Section 12 or 18 of *The Public Service Superannuation Act*, or
  - (iii) release from employment under Subsection 4 of Section 22 of *The Public Service Act*; or

- (iv) resignation after being declared surplus under article 8.02; or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than:
  - (i) dismissal for cause under Section 22 of the *Act*,
  - (ii) abandonment of position under Section 20 of the *Act*,

is entitled to severance pay for continuous service from and after April 1st, 1978 equal to one (1) week of salary for each year of continuous service from and after April 1st, 1978.

**54.05** An employee on probationary staff, other than an employee whose seniority commences from a date prior to January 1st, 1970, is not entitled to severance pay under Clauses 54.02, 54.03, or 54.04.

**54.06 (1)** The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when he or she ceases to be an employee.

(2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when the employee ceases to be an employee.

(3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,

(a) any part of a month that is less than fifteen (15) days shall be disregarded; and

(b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

**54.07** For the purpose of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:

- (a) when the employee is on leave of absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his/her service, i.e.:
  - (i) Political Activity (*P.S.A.* 12.5)
  - (ii) Layoff (Article 8 – Seniority)
  - (iii) Educational Leave (*R.R.O.* 1980, Reg.881, S. 29);
- (b) when the employee is receiving benefits under the Long Term Income Protection Plan;
- (c) after the first six (6) months that he or she is receiving benefits pursuant to an award under *The Workplace Safety & Insurance Act*, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

**54.08** An employee may receive only one (1) termination payment for a given period of continuous service.

**54.09** Notwithstanding Article 48.07, an employee who has been released in accordance with Article 8 (Seniority) and is subsequently reappointed in accordance with the same Article may, at his/her option, repay any termination payments received under this Article to the Niagara Parks Commission and thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

## **ARTICLE 55 – WORKPLACE SAFETY & INSURANCE**

**55.01** Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under *The Workplace Safety & Insurance Act*, his/her salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Clauses 53.01 and 53.06 of Article 53 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 55.02** Where an employee is absent by reason of an injury or an industrial disease for which an award is made under *The Workplace Safety & Insurance Act*, his/her salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against his/her credits.
- 55.03** Where an award is made under *The Workplace Safety & Insurance Act* to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Clause 55.02 and the employee has accumulated credits, his/her regular salary may be paid and the difference between the regular salary paid after the period set out in Clause 55.02 and the compensation awarded shall be converted to its equivalent time and deducted from the employee's accumulated credits.
- 55.04** Where an employee receives an award under *The Workplace Safety & Insurance Act*, and the award applies for longer than the period set out in Clause 55.02 (i.e., three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., Ontario Health Tax, Supplementary Health and Hospital and the Dental plan for the period during which the employee is receiving the award.
- 55.05** Where an employee is absent by reason of an injury or an industrial disease for which an award is made under *The Workplace Safety & Insurance Act*, the employee shall not be entitled to a leave-of-absence with pay under Article 53 (Short Term Sickness Plan) as an option following the expiry of the application of Clause 55.02.

## **ARTICLE 56 - SPECIAL AND COMPASSIONATE LEAVE**

- 56.01** The General Manager or designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds. It is understood that in granting such leave, the Commission will be provided with reasonable explanation for the request.
- 56.02** The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

**56.03** The General Manager or designee may grant an employee leave-of-absence without pay or loss of accumulated credits on religious grounds for the purpose of observing authorized religious holidays. Such leave shall not be unreasonably withheld.

## **ARTICLE 57 - ENTITLEMENT ON DEATH**

**57.01** Where an employee who has served more than six (6) months dies, there shall be paid to his/her personal representative, or if there is no personal representative, to such person as the Commission determines, the sum of:

- (a) one-twelfth (1/12) of his/her annual salary; and
- (b) the employee's salary for the period of vacation leave of absence and overtime credits that have accrued.

**57.02** Where an employee dies, there shall be paid to his/her personal representative, or if there is no personal representative, to such person as the Commission determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 53 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of his/her annual salary.

## ARTICLE 58 - DENTAL PLAN

### 58.01 BENEFITS

- (a) This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, x-rays, preventive services, such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of The Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures). Check-ups will be based on every nine (9) months except for children under sixteen (16) years of age and family members over forty (40) years old (remains at six (6) months).
- (b)
  - (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
  - (ii) Effective February 3, 1992, the Employer shall pay the full premiums under this plan on the basis of eighty-five percent/ fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on the current Ontario Dental Association Schedule of Fees.
- (c) Effective February 3, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3000.) for the insured employee and each eligible dependent.
- (d) Except for benefits described under Clause 58.02 eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children

between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

**58.02** Effective January 1, 1997, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics for the employee, his/her eligible spouse as well as the dependent unmarried children of the employee (available to dependent children no earlier than the age of six (6) up to the date they cease to be an eligible dependent) with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3000.00) for the employee and for each eligible dependent.

**58.03** Effective February 3, 1997, the Employer agrees to pay one hundred percent (100%) of the monthly premiums, for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedules of fees, up to a maximum benefit of one thousand dollars (\$1,000.00) per year for the insured employee and each eligible dependent:

#### **58.04 ELIGIBILITY**

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed two (2) months of continuous service.

#### **58.05 CANCELLATION**

All coverage under this plan will cease on the date of termination of employment.

## **APPENDIX IV - LETTERS OF AGREEMENT**

## LETTER OF AGREEMENT #1 – TRAVEL EXPENSES

The Niagara Parks Commission  
P. O. Box 150  
Niagara Falls, Ontario  
Canada  
L2E 6T2

May 14, 1993

Sergeant J. Audibert  
Chairperson, Bargaining Team  
The Ontario Public Service Employees Union  
Local 217 (Park Police)

Dear Sergeant Audibert:

In compliance with the terms set out in our Memorandum of Settlement dated March 18, 1986, and, in particular, item #6, the following terms are confirmed regarding travel expenses for our Park Police.

- (A) When travelling on Commission business, the most economical and direct means will be used including, where circumstances are warranted, the use of a personal car;
- (B) While attending the Aylmer Police College, Police Employees will receive \$5.00 a day for casual expenses;
- (C) Employees will receive four hours pay if they travel to the Police College on a day they are not scheduled to work.

You will note that this information has been given to the appropriate people here at The Niagara Parks Commission. Thank you very much.

Yours truly,

R. J. McIlveen  
Assistant to the General Manager

RJM/mg  
cc: R. Vassallo

## **LETTER OF AGREEMENT #2 – LEGAL INDEMNIFICATION**

See Hardcopy of Agreement

## LETTER OF AGREEMENT #3 – STANDARD SAFETY INSPECTION

The Niagara Parks Commission  
P. O. Box 150  
Niagara Falls, Ontario  
Canada  
L2E 6T2

May 14, 1993

Sergeant Audibert  
Chairperson, Bargaining Team  
The Ontario Public Service Employees Union  
Local 217 (Park Police)

Dear Sergeant Audibert:

It is agreed that The Niagara Parks Commission will perform a *standard safety inspection* on Police Cruisers every 30,000 km or every year (whichever comes first).

It is also agreed that we will utilize the form attached which with specific deletions and additions is essentially the same as the form utilised by The Ministry of Transportation. A form shall be completed for each inspection and signed by the Mechanic performing the inspection and the Garage Supervisor. The Mechanic inspecting the vehicle and the Garage Supervisor will ensure the vehicle is safe for operation before releasing it for duty.

Yours truly,

R. J. McIlveen  
Assistant to the General Manager

RJM/mg

**Niagara Parks Commission**

Vehicle Inspection Report

## LETTER OF AGREEMENT #4 – POLICE SALARIES SCHEDULE

The Niagara Parks Commission  
P. O. Box 150  
Niagara Falls, Ontario  
Canada  
L2E 6T2

August 29, 1995

Sergeant J. Audibert  
Chairperson, Bargaining Team  
The Ontario Public Service Employees Union  
Local 217 (Park Police)

Dear Sergeant Audibert:

The parties agree to amend the Police Salaries Schedule effective upon ratification as follows:

- 1) The probationary period for constables remains at one year.
- 2) The probationary constable rate will be in effect for a six month period. After six months, probationary constables will progress to the first step of the constable rate. They will remain at the first step of the constable rate for one year and further progression through the salary range shall be at one year intervals.

Yours truly,

R. J. McIlveen  
Assistant to the General Manager

RJM/mg  
cc: R. Vassallo

**LETTER OF AGREEMENT #5 - 80 HOUR LIEU BANK - CASH IN**

January 21, 2004

TO: Chris Gallagher  
FROM: Barbara Arndt  
RE: 80 hour lieu bank - cash in

As discussed, in light of recent contract negotiations and the Memorandum of Settlement, I am proposing the following upon acceptance of the Memorandum by your members:

1. Members who have a balance in their lieu bank as of December 21, 2003 may redeem those hours only (up to a maximum of 80) commencing February 1, 2004, providing;
2. No more than 2 members per month exercise this option and,
3. Members must declare their intent to redeem prior to August 31, 2004. All pay-outs must occur before October 31, 2004.

I hope that this is the information that you require.

Barbara Arndt,  
Director of Human Resources

c.c. D. Morris  
T. Berndt



## **APPENDIX V – COMPRESSED WORK WEEK AGREEMENT**

## COMPRESSED WORK WEEK AGREEMENT

### 1. Work Unit and Employees Covered

1.1 This Agreement covers the four (4) platoons in the Niagara Parks Police Service.

### 2. Hours of Work

2.1 Employees will work a twelve (12) hour shift schedule of two (2) days of day shift, two (2) days of night shift and four (4) days off. The day shift will start at 8:00 a.m. and end at 8:00 p.m. The night shift will start at 8:00 p.m. and end at 8:00 a.m. Notwithstanding the foregoing, nothing in this agreement will prevent the parties from entering into consultations regarding the implementation of a flexible shift schedule.

2.2 The twelve (12) hour work schedule results in employees working an average of forty-two (42) hours per week. Over the course of a calendar year, this results in employees working one hundred and four (104) hours extra over the forty (40) hours per week stipulated in Clause 13.01. Accordingly, compressed work week employees receive an annual credit of one hundred and four (104) hours lieu time to be used during the course of the calendar year.

### 3. Overtime

3.1 Authorized periods of work in excess of the regular working periods specified in 2.1 or on scheduled days off will be compensated in accordance with **Article 13 – Working Conditions and Overtime** of the Collective Agreement.

### 4. Holiday Payment

4.1 Where an employee works on a holiday specified in Appendix III, Article 49 they will receive compensation at the rate of two (2) times their basic hourly rate for all hours worked.

## **5. Short Term Sickness Plan and Vacation Credits**

- 5.1** Employees shall be entitled to full pay for the first forty-eight (48) hours of absence due to sickness or injury or seventy-five percent (75%) for the next nine hundred and ninety two (992) hours of absence due to sickness or injury. Employees may exercise their option under Appendix III, Article 53, by deducting one-quarter (1/4) of an accumulated credit for each eight (8) hours of absence.
- 5.2** A deduction from an employee's vacation credits will be made for each day of approved vacation leave-of absence as follows:  
-Prorating determined by length of workday; an employee off on a twelve (12) hour day, deduct  $12/8 \times 1$  credit = 1.5 credits.

## **6. Workplace Safety Insurance Board**

- 6.1** For the purposes of Article 55.02 of Appendix III, "sixty-five (65) working days" shall be deemed to be 520 hours.

## **7. Shift Premium**

- 7.1** Shift premium will apply as per Article 16.

## **8. Bereavement Leave**

- 8.1** For the purposes of bereavement leave a day shall be considered a twelve (12) hour day for those employees covered by the Compressed Work Week Agreement.

## **9. Term**

- 9.1** Either Party may, on written notice of four (4) weeks to the other Party, terminate this Agreement.