


Approved as to Form  
and Authority  
  
\_\_\_\_\_  
Solicitor

**HALIFAX REGIONAL MUNICIPALITY**

-and-

**HALIFAX REGIONAL POLICE ASSOCIATION**

**Collective Agreement  
(April 1, 2015 - March 31, 2020)**



## Table of Contents

Table of Contents .....	3
PURPOSE OF AGREEMENT: .....	5
Article 1 Definitions .....	6
Article 2 Management Rights.....	7
Article 3 Recognition .....	7
Article 4 No Discrimination.....	8
Article 5 Union Security.....	8
Article 6 Union Dues and Check Off .....	8
Article 7 Hours of Work .....	9
Article 8 Overtime Overtime is Mandatory not Voluntary.....	11
Article 9 Vacation .....	12
Article 10 Statutory Holiday Leave.....	13
Article 11 Shift Adjustment.....	14
Article 12 Compassionate Leave .....	14
Article 13 Liability Insurance .....	15
Article 14 Group Insurance Medical Plan and Dental Plan.....	15
Article 15 Association Leave.....	16
Article 16 Pre-Retirement Leave.....	16
Article 17 Court Time .....	17
Article 18 Call Out is Mandatory not Voluntary .....	18
Article 19 Call Back During Vacation .....	18
Article 20 Meal Hours.....	19
Article 21 Service Pay .....	19
Article 22 Survivor's Benefits .....	19
Article 23 Legal Aid Protection.....	20
Article 24 Classifications / Ranks / Civilian Employees .....	21
Article 25 Probationary Period .....	22
Article 26 Training .....	22
Article 27 Management Employee Relations.....	23
Article 28 Clothing and Equipment .....	23
Article 29 Discipline/Discharge Grievance and Arbitration Procedure .....	24
Article 30 Cadet Service .....	26
Article 31 Acting Rank.....	26
Article 32 Seniority .....	26
Article 33 Transfers.....	27
Article 34 Police Vehicles.....	28
Article 35 Confidential Information about Employee.....	29

Article 36	Police Act, Regulations and Departmental Orders .....	29
Article 37	Wages .....	29
Article 38	Copies of Collective Agreement .....	29
Article 39	Employee Assistance Program Committee .....	29
Article 40	Shift Differential.....	30
Article 41	Occupational Health & Safety Committee .....	30
Article 42	Standby.....	30
Article 43	Sick leave.....	30
Article 44	Injury Leave Sworn Officers.....	31
Article 45	Pregnancy, Parental, Adoption Leave .....	35
Article 46	Expenses .....	38
Article 47	Funeral Expenses .....	38
Article 48	Succession Plan Severance for Police Officers .....	39
Article 49	Assisting Other Police Agencies .....	39
Article 50	Pensions .....	39
Article 51	Promotions.....	40
Article 52	Contracting Out.....	41
Article 53	Police Reserves .....	41
Article 54	Part Time Call Takers & Part-time Booking Officers .....	43
Article 55	Extra Duty.....	41
Article 56	Discretionary Leave .....	44
Article 57	Leave Request, Cancellation of Leave and Switching Shifts .....	44
Article 58	Former Dartmouth Sick Leave.....	45
Article 59	Watch Accommodation for Members.....	45
Article 60	Temporary Employees.....	45
Article 61	Duration and Termination .....	47
Article 62	Benefit and Binding.....	47
Schedule A	Vacation, Holiday, and Shift Adjustment Leave Selection.....	49
Schedule B	Seniority List .....	53
Schedule C	Wages .....	66
Schedule D	Vacation Entitlements .....	81
Schedule E	Service Pay Entitlements (2015 – 2020) .....	89
	Memorandum of Agreement - Job Share Pilot Project.....	90

## COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN:

**THE HALIFAX REGIONAL MUNICIPALITY**, a body corporate,  
hereinafter referred to as the "REGION" or the "EMPLOYER"

- and -

**THE HALIFAX REGIONAL POLICE ASSOCIATION**,  
a certified Trade Union under the Trade Union act of Nova Scotia,  
hereinafter referred to as the "UNION"

### **PURPOSE OF AGREEMENT:**

1. Whereas it is the desire of both parties to this Agreement:
  - a. To maintain and improve the harmonious relations and settle conditions of employment between the Region and the Union;
  - b. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to terms and conditions of employment;
  - c. To encourage efficiency in operation, and,
  - d. To promote morale and well-being.
2. And whereas it is now desirable that matters pertaining to the working conditions of the employees be drawn up in the agreement, the parties agree as follows:

## **Article 1            Definitions**

1. Definitions:
  - a. BANKED TIME - means credited time for overtime, call out, vacation call-out and standby not picked.
  - b. BOARD - means the Board of Police Commissioners for the Halifax Regional Municipality.
  - c. CADET and RECRUIT TRAINEE - means those persons who are enrolled in a recognized police training program and who, as a condition of their training, are required to perform services within the Department prior to graduation. No cadet or recruit trainee may serve with the employer for more than six (6) months or such further time deemed appropriate by the training institution.
  - d. CAO - means the Chief Administrative Officer of the Halifax Regional Municipality.
  - e. CALENDAR YEAR - means a period of twelve (12) consecutive months commencing January 1st and ending December 31<sup>st</sup>.
  - f. CHIEF of POLICE - means the person appointed by the Halifax Regional Municipality from time to time to the position of 'Chief of Police' of the Halifax Regional Police Service.
  - g. CIVILIANS - means all employees who are not sworn members and are covered by this agreement.
  - h. DAY - means a twenty-four (24) hour period.
  - i. EMPLOYEE - means a person assigned to a position coming within the scope of this Agreement.
  - j. MANDATORY TRAINING - means any training that a member is directed to attend by the Chief of Police or his designate. The posting shall say whether the training is mandatory or voluntary, or it shall be done when the member is notified of the training.
  - k. MEMBER - means an employee covered by this collective agreement.
  - l. NON-PEAK MONTHS - refers to the following months: January, February, March, April, May, October, November and December.
  - m. PEAK MONTHS- refers to the following months: June, July, August and September.
  - n. POLICE OFFICER - means all employees who are sworn in as a Police Officer by the Halifax Regional Municipality under the Police Act of Nova Scotia, R.S.N.S. 1989, c.348.
  - o. REGION - means the Halifax Regional Municipality.
  - p. RESERVE POLICE OFFICER - means a trained, qualified recruit who has completed the Employer's cadet program.
  - q. SENIORITY BASIS - means that priority is to be given according to seniority of the employee, and without regard to any persons not within the meaning of "employee" in this Agreement.
  - r. SERVICE - means continuous employment within the Bargaining unit.
  - s. SHIFT - means eight (8), ten (10) or twelve (12) consecutive hours of regular duty for those employees working either the eight (8), ten (10) or twelve (12) hour shift pattern.

- t. SHIFT ADJUSTMENT DAYS - means days given to those employees working the twelve-hour shift. These days have the same effect as a day off. These days are non-cashable.
  - u. SPOUSE – means a married spouse, a common-law spouse, a same sex spouse or a registered domestic partner and includes both same sex and opposite sex relationships [2015]
  - v. SWORN MEMBER - means all employees who are sworn in by the Halifax Regional Municipality under the Police Act of Nova Scotia, R.S.N.S. 1989, c.348.
  - w. UNION - means the Halifax Regional Police Association.
  - x. VACANCY - a vacancy occurs when a position is vacated upon death, resignation, retirement, promotion, demotion, dismissal, creating an absence of an employee in a position which the Employer intends to fill or the establishment of a new position which the Employer intends to fill. [2015]
  - y. WATCH - means members who perform their duties as a unit during their 12 hour shift.
  - z. WEEK - means for the purpose of vacation leave, 'week' means four (4) working days for all members working in the watches and five (5) working days for all other members.
2. Interpretation:  
In this agreement masculine includes the feminine and singular denotes the plural, where such interpretation is required.

## **Article 2 Management Rights**

1. The Region shall possess and exercise all rights and functions, powers, privileges and authority with regard to the management and operation of the Police Service except as such are limited by the terms of this Agreement.
2. In the event of any change in the current policing boundaries, the employer shall meet with HRPAs for the purposes of consulting on any issues which may impact upon the police service.

## **Article 3 Recognition**

The Region recognizes the Union as the sole bargaining agent for a single unit including all of its employees employed as sworn police officers in the ranks of Staff Sergeants, Sergeants, and Constables, and all its civilian employees listed in Schedule "C" as amended from time to time or any other civilian positions created by Article 24 and such other civilian employees employed in Halifax Regional Police who are not excluded under the Trade Union Act or properly included in another bargaining unit. For greater clarity, the parties agree that the Inspector Rank is excluded and Ranks above it are excluded by virtue of section 2(2) of the Trade Union Act. [2015]

## **Article 4            No Discrimination**

1. The Region and Union agree that there will be no discrimination, restriction or coercion exercised or practised by it with respect to any employee, regardless of bargaining unit or non-bargaining unit status, by reason of their membership in the Union, or by reason of any prohibited grounds of discrimination as outlined in the Human Rights Act, R.S.N.S. 1990, c.214 (bona fide occupational requirements do not constitute prohibited grounds of discrimination).
2. The Union and the members of the Halifax Regional Police Association (HRPA) agree that there will be no intimidation, interference, restraint or coercion exercised or practice with respect to any employee of the Region by any of its members or representatives.
3. The Region shall accommodate injured employees to the extent required under the laws of Nova Scotia. If such employees are accommodated within the Regional Police Services or the Integrated Emergency Services, they shall remain members of the Union. If employees are accommodated to other positions in the Region, they shall not remain members of the HRPA Union.
4. Notwithstanding 4 (3), an employee may be accommodated within the Police Service provided such accommodation does not cause the Region undue hardship, and if a physician appointed by the Region is of the opinion that the member will likely be capable of full operational duties within three months from the date of the duty assignment.

## **Article 5            Union Security**

The Region agrees that it shall be a condition of employment for all employees within this bargaining unit to become and remain members in good standing of the Union from the date of commencement of employment. Cadets & Recruit Trainees are excluded from the bargaining unit.

## **Article 6            Union Dues and Check Off**

1. The Region agrees to deduct from the wages of all employees all dues, assessments and initiation fees levied by the Union on its members and such monies so deducted shall be transmitted to the Halifax Regional Police Association account by way of direct deposit by Friday after each pay day.
2. Any changes in the amount of dues, assessments or initiation fees shall only be made by the Region upon proper notification from the Union Executive of the Halifax Regional Police Association, and such change shall take effect in the month following the month in which such notification is given.
3. The Region agrees to deduct from the employee's wages such amounts as are required by the terms of this agreement for insurance and medical contributions.
4. The Region agrees to provide the Union with a monthly dues check off list.
5. The Union shall be entitled to post notices concerning its affairs in the Police Stations or Subdivision offices, electronically, or on bulletin boards to be supplied by the Region for the sole use of the Union. (Electronic mail shall only be sent by the Union Executive).



6. By no later than February 1 each year, the Employer shall provide the Union with a report showing the salary paid to each employee and the CPP, EI, health plan, WCB and pension contributions made by the Employer with respect to each employee and any union dues deducted in the prior calendar year. [2015]

## **Article 7            Hours of Work**

### **Patrol Division:**

1. Employees working on the watches in Patrol, K-9, and Booking, shall work the following shift schedule:
  - two (2) shifts of either 6:00 / 7:00 a.m. to 6:00 / 7:00 p.m.
  - twenty-four hours (24) hours off,
  - two (2) shifts of 6:00 / 7:00 p.m. to 6:00 / 7:00 a.m.
  - four (4) days off (96) hours off
2. Employees on the watches in Patrol, K-9, and Booking will report to duty ten (10) minutes prior to the commencement of the shift to facilitate briefing.
3. Employees working in the Quick Response Unit, Mounted Unit, Traffic Unit, and third party contract units shall work shifts as directed by the Chief of Police or his designate, but no more than eighty (80) hours bi-weekly. The employer will post the work schedules thirty (30) days in advance. [2015]
4. All other employees working in the Patrol Division shall work no more than eighty (80) hours bi-weekly and begin their day shifts between 0700 and 1600 and finish their shifts eight (8) hours later. The start time shall be as directed by the Chief of Police or his designate.

### **Office of the Chief of Police and Administration:**

5. Employees assigned to the Office of the Chief of Police and Administration Division shall work no more than eighty (80) hours bi-weekly and begin their day shifts between 0600 and 1400 and finish their shifts eight (8) hours later. The start time shall be as directed by the Chief of Police or his designate. [2015]
6. The Employer will post the work schedules for each month during the last week of the previous month. For greater clarity, the schedule for June will be posted by the end of April.

### **Criminal Investigation Division:**

7. All employees assigned to the Criminal Investigation Division (CID) shall work shifts as directed by the Chief of Police or his designate, but no more than eighty (80) hours bi-weekly.
  - a. Employees assigned to SES shall work shifts as directed by the Chief of Police or his designate, but no more than eighty (80) hours bi-weekly. They will begin their shifts between 0700 and 1500 and finish their shifts eight (8) or ten (10) hours later.
  - b. The hours of work for the employees assigned to GIS section in the Criminal Investigation Division shall be no more than eight (8) hours bi-weekly and they shall begin their day shifts between 0700 and 1500 and finish their shifts ten (10) hours

- later. For clarification, the eight (8) hours shifts are for the Supervisors, Civilian members and the two (2) members assigned to the Alternate Response Unit only.
- c. Employees assigned to SIS shall work no more than eighty (80) hours bi-weekly and begin their day shifts between 0700 and 1500 and finish their shifts ten (10) hours later. The start time shall be as directed by the Chief of Police or his designate. Employees assigned to Fraud Section within SIS shall work no more than eighty (80) hours bi-weekly and begin their day shifts between 0700 and 1100 and finish their shifts eight (8) hours later.
  - d. The hours of work for Employees assigned to ISO in the Criminal Investigation Division shall be no more than eight (80) hours bi-weekly and they shall begin their day shifts between 0700 and 1500 and finish their shifts eight (8) or ten (10) hours later. For clarification, the eight (8) hours shifts are for the Supervisors and Civilian members within ISO.
  - e. The employer will post the work schedules for each month during the last week of the previous month. For greater clarity, the schedule for June will be posted by the end of April.
  - f. The hours of work for GIS Supervisors shall be no more than eighty (80) hours bi-weekly and they shall begin their day shifts between 0700 and 1500 and finish their shifts ten (10) hours later.
  - g. All other employees in CID shall work no more than eighty (80) hours bi-weekly and begin their day shifts between 0700 and 1400 and finish their shifts eight (8) hours later. The start time shall be as directed by the Chief of Police or his designate. This will include the Staff Sergeants in charge of SES, GIS, SIS, ISO, the supervisor in charge of each section and their civilian employees.
  - h. When there is not a wiretap in progress, the regular hours of work for Intercept Monitors will be in accordance with the civilian hours outlined in article 7.07(d) (ISO). During a wiretap, the hours of work for Intercept Monitors will be as assigned by the Supervisor. When a change of schedule from the regular hours of work is required due to a wiretap, the Supervisor will provide the employee with 14 days' notice of their revised schedule. Any subsequent changes to the schedule will require 14 days' notice unless the employee agrees. Shifts may be 8 or 10 hours in duration during a wire tap. [2015]

**Integrated Emergency Services:**

8. Employees working on watches in IES shall work the following shift schedule:
  - two(2) shifts of either 6:00 / 7:00 a.m. to 6:00 / 7:00 p.m.
  - twenty-four hours (24) hours off,
  - two (2) shifts of 6:00 / 7:00 p.m. to 6:00 / 7:00 a.m.
  - four (4) days off (96) hours off
9. Employees in IES assigned to a Watch will report to duty ten (10) minutes prior to the commencement of the shift to facilitate briefing.

## **Article 8 Overtime Overtime is Mandatory not Voluntary**

1. For employees on an eight (8) or ten (10) hour work schedule, the Region shall pay an overtime rate of one and one-half (1½) the regular hourly rate of pay for all hours worked after eight (8) or ten (10) hours in any one day and after forty (40) hours in one week.
2. For employees on a twelve (12) hour work schedule, the Region shall pay an overtime rate of one and one-half (1½) the regular hourly rate of pay for all hours worked after twelve (12) hours in any one day.
3. For each hour of overtime work performed on a Sunday, or equivalent of a Sunday (second and fourth consecutive days off shall be equivalent to a Sunday), the Region shall pay the member at the rate of double the regular hourly rate of pay. For all overtime hours in excess of eight (8) hours at any one time, the Region shall pay the member at double the regular rate of pay.
4. For purposes of computing overtime, any period of overtime greater than twenty (20) minutes but less than 40 minutes shall constitute a ½ hour. Any time greater than forty (40) minutes shall constitute an hour.
5. For the purpose of computing the hourly rate of overtime pay, the employee's annual salary shall be divided by two thousand and eighty (2,080) hours.
6. The Region shall not reschedule employees or schedule time off for the purpose of avoiding payment of overtime
7. All employees shall have the option of taking equivalent time off in lieu of payment for overtime hours worked.
8. Overtime may be cashed or banked, however, payment for banked time shall be at the rate at which it was earned. Employees can bank their time to a maximum of 180 hours. Once a bank is at its maximum, all new time will be paid out until the banked time is reduced below the maximum of 180 hours.
9. For all employees hired after July 1<sup>st</sup> of 2003, overtime may be cashed or banked, however, payment for banked time shall be at the rate at which it was earned. Employees can bank their time to a maximum of 96 hours. Once a bank is at its maximum, all new time will be paid out until the banked time is reduced below the maximum of 96 hours.
10. For the sole purposes of calculating overtime pay for members working on the twelve (12) hour shift, "day" is defined as the twenty-four (24) hour period commencing at 0700 on one day and ending at 0700 on the following day. For the sole purposes of calculating overtime pay for members working on the eight (8) or ten (10) hour shift, "day" is defined as the twenty-four (24) hour period commencing at midnight and ending at the following midnight.
11. All employees are required to submit their overtime slips within 30 calendar days after the overtime was worked. If the overtime slips are not submitted within the time lines, the employee will not receive compensation for their overtime. The Region will not process any overtime slips that are not correctly filled out, until the individual submitting the slip and their NCO make the corrections and resubmit within the 30 day time line.

**Article 9          Vacation**

1. Vacation entitlement shall be based upon an employee's full-time continuous service with HRM-which shall comprise both bargaining unit service and HRM full-time continuous non-bargaining unit service. During the first year (which will be a partial calendar year) members shall be credited 8 hours of vacation for each completed month of service. Vacations shall next be credited at January 1 of the following year based on the following table:

<b>Years of Service</b>	<b>48 Hour Work Week</b>	<b>40 Hour Work Week</b>
25 Plus Years	6 Cycles	7 Weeks
16 – 24 Years	5 Cycles	6 Weeks
11 – 15 Years	4 Cycles	5 Weeks
6 – 10 Years	3 Cycles	4 Weeks
1 – 5 Years	2 Cycles	3 Weeks
0 – 1 Year	8 hours per month	8 hours per month

[2015]

- a. All new employees hired after July 1, 2003 shall be credited vacation based upon the above table.
  - b. For greater clarity on individual amounts of vacation please refer to Schedule "D."
- [2015]
- c. Notwithstanding the above, any employee who carries service from HRM other than service within the bargaining unit for the purpose of vacation shall pick his/hers vacation on the following basis:
    - i. For vacation entitlement based upon bargaining unit service the employee shall pick in accordance with his bargaining unit seniority;
    - ii. For vacation entitlement based upon non-bargaining unit service (i.e. HRM non-HRPA service) the employee shall pick his vacation for the non-bargaining service only after all bargaining unit employees have picked their vacation, holiday leave and shift adjustment leave;
    - iii. No employee shall receive vacation entitlement exceeding the maximum under the terms of the HRPA collective agreement.
2. Employees shall select vacation leave, statutory leave and shift adjustment leave within their respective Watches, Sections or Units as shown in Schedule "A", in order of seniority in the following manner:
    - a. All employees shall pick 3 cycles if working 12 hour shifts, or 3 weeks if working day shifts, as their first vacation picks.
    - b. All employees shall pick their remaining vacation cycles or weeks next, with the exception of those employees on a forty (40) hour work week. They shall have the right to set aside 40 hours of vacation. They shall have used or picked their 40 hours of vacation time by the end of the first week in September. Any vacation time that hasn't been used or picked by the end of the first week in September shall be deleted from the employees banked time. Employees are not able to cash in vacation time.
    - c. Cancelled vacation shall not result in the re-picking of cycles or weeks of vacation.

3. No more than the designated numbers in Schedule "A" shall be off on at any one time, except by approval of the Chief of Police or his designate.
4. Vacation for each calendar year is taken in advance on the assumption that the employee will work the relevant calendar year. The employee shall reimburse the Region on a pro rata basis for unearned vacation taken in a calendar year.
5. If, as a result of an on the job injury, a sworn member is assigned to alternate duties or is unable to attend work, and the time period coincides with scheduled vacation leave, such vacation leave can be rescheduled in accordance with Article 9 (2), at the employees option, but must be used in that calendar year. If it is not possible to use this time in the calendar year, it may be carried forward to March 31 of the following year (debit slips required before year end) after which time it will be deleted from the employee's bank.
6. Members picking vacation are permitted to pick cycles that commence in one calendar year and end in another calendar year. For clarification, a member can pick a cycle that starts on December 30<sup>th</sup>, 2009 and ends on January 2<sup>nd</sup>, 2010. These cycles shall be open for full vacation selection.

### **Article 10            Statutory Holiday Leave**

1. The following days shall be considered legal holidays for the purpose of this agreement:
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Natal Day
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - Heritage Day
  - Any other day appointed by proclamation of the Governor General of Canada, the Lieutenant Governor of Nova Scotia, or the Halifax Regional Municipality.  
[2015]
2. Statutory holidays shall be recognized on the actual date they fall, regardless of whether that date is during the work week or on a weekend. This applies to all employees except those on twelve (12) hour shifts.
3. All employees other than those on the twelve (12) hour shift schedule shall take the holidays off (or the day designated for a holiday).
4. For those employees who work either an (8) eight hour shift schedule or (10) hour shift schedule, if the holiday falls on their regularly scheduled day off, they shall receive 8 hours or 10 hours of delayed holiday leave. This day shall be re-picked and used in the current calendar year.
5. All employees except those on the 12 hour shift who have a vacation day fall on a holiday day shall receive a credit of eight (8) hours or (10) hours of vacation time depending on

- their shift schedule. Employees will be required to put in a time credit slip for their vacation time.
6. All employees called out to work during their holiday leave shall receive double time for all hours worked on that holiday plus an additional 8 hours of holiday leave, which shall be rescheduled and re-picked in that calendar year.
  7. All employees who work the 12 hour shift shall receive (96 hours) two cycles of holiday leave at the start of each calendar year and shall pick this leave after vacation selection is done in accordance with Schedule "A" (an employee may opt to convert 48 hours of holiday leave to Chief's Leave at the start of the year).
  8. If, as a result of an on the job injury, a sworn member assigned to a 12 hour shift is assigned to alternate duties or is unable to attend work, and the time periods coincide with scheduled holiday leave, such holiday leave can be rescheduled , but must be used in that calendar year. If it is not possible to use this time in the calendar year, it may be carried forward to March 31 of the following year (debit slips required before end of calendar year), after which time it will be deleted from the employee's bank.

### **Article 11**      **Shift Adjustment**

1. All employees who work the 12 hour shift shall receive 104 hours of shift adjustment leave at the start of each calendar year and shall pick this leave after vacation and holiday leave selection is done in accordance with Schedule "A". [2015]
2. Shift adjustment leave shall be taken in two (2) complete cycles and one eight (8) hour block and is non-cashable. [2015]
3. If, as a result of an on the job injury, a sworn member assigned to a 12 hour shift is assigned to alternate duties or is unable to attend work, and the time periods coincide with scheduled shift adjustment leave, leave can be rescheduled, but must be used in that calendar year. If it is not possible to use this time in the calendar year, it may be carried forward to March 31 of the following year (debit slips required before end of calendar year), after which time it will be deleted from the employee's bank.
4. Shift adjustment is prorated and given in advance on the assumption that the employees on the 12 hour shift will work more hours in the calendar year than employees on a 40 hour work week. An employee off on sick leave for 30 consecutive calendar days shall have their next years shift adjustment reduced by eight (8) hours for each 30 consecutive calendar days off, (for example, an employee off duty due to illness for 30 days would only be entitled to 96 hours of shift adjustment for the next year). [2015]

### **Article 12**      **Compassionate Leave**

1. When a death occurs to a member of the immediate family of an employee, such employee shall be granted compassionate leave with pay, for a period of seven consecutive days. The day of the death shall be considered the first day. It is explicitly understood that when a death occurs during Vacation Leave, Holiday Leave, Shift Adjustment Leave, or any other type of leave, the employee does not have the right to be reimbursed for the loss of the leave as a result of a death in the family.
2. One day's compassionate leave with pay shall be granted to an employee on the death of a grandparent-in-law, sister-in-law, brother-in-law, aunt, or uncle. The compassionate

leave day shall occur within five calendar days of the date of the death. The date of the death shall be considered the first day. It is explicitly understood that when a death occurs during Vacation Leave, Holiday Leave, Shift Adjustment Leave, or any other type of leave, the employee does not have the right to be reimbursed for the loss of the leave as a result of a death in the family.

3. For the purpose of this Article, members of the immediate family are the employee's spouse, mother, father, brothers, sisters, sons, daughters, grandparents, mother-in-law, father-in-law, stepchildren, grandchildren and stepparent.
4. In the event that some additional time is necessary for compassionate purposes, an employee may request additional days of leave and such additional days may be granted at the discretion of the Chief of Police.

### **Article 13          Liability Insurance**

The Region shall maintain reasonable insurance to cover the civil liability of members where members act within the scope of their duties.

### **Article 14          Group Insurance Medical Plan and Dental Plan**

1. All HRP members shall enrol in the Union's Group Benefit Plan (the "Group Plan"). The Group Plan shall provide insurance for Basic Life, Dependant Life, AD&D, Medical, Dental and Long Term Disability, as set out in the correspondence between the parties.
2. The members of the Union shall pay 100% of the costs of the Life Insurance, Accidental Death and Dismemberment, Dependant Life and Long Term Disability of the Group Plan. The parties shall cost share on a 50-50 basis the cost of the dental benefits in the plan. The employer shall pay 100% of the health costs of the Plan.
3. The employer's contribution shall be 3.5 % of the total salaries of the bargaining unit members for the period starting April 1<sup>st</sup> 2009 to March 31<sup>st</sup> 2010. In subsequent years the 3.5% shall be calculated in November using the salaries calculated for April 1<sup>st</sup> of the following year and the staff complements as of April 1<sup>st</sup> of the following year. The employer's share shall be submitted to the Union's plan by the first Wednesday of each month. The Union shall notify the employer of all plan improvements.
4. The Union shall provide the Region with a copy of the plan and all pertinent financial information and experience as requested. The Union Executive shall respond to all relevant questions of the employer.
5. In the event that the Union desires to cease coverage under the Union Plan and have employees of the bargaining unit registered in the Group Plan of the Region, registration shall be subject to the terms and conditions as agreed by the Region and the Union.
6. Subject to the provisions of the applicable pension plans, if the employee elects to make contributions to the pension plan while covered by Long Term Disability Insurance, the Region shall make its related employer contributions to the plan.
7. If employees qualify, without an actuarial reduction, for retirement under their pension plan, they shall not be eligible for disability benefits beyond a period of two years.
8. Employees who retire are eligible to participate in the Union's Benefit Plan.
9. Nothing in this Article reduces a member's eligibility for Injury Leave under Article 44.

10. The Region agrees to pay a lump sum of money to each employee upon retirement after the signing of this agreement on the following terms and conditions: The money will be put in trust for their medical costs.
  - a. An Employee who retires between April 1<sup>st</sup> and December 31<sup>st</sup> of any year and who has a full sick bank will receive a payment of \$10,000.00 dollars.
  - b. An Employee who retires between April 1<sup>st</sup> and December 31<sup>st</sup> of any year and who has a sick bank of between 900 hours and 1,199 hours will receive a payment of \$7,500.00 dollars
  - c. An Employee who retires between April 1<sup>st</sup> and December 31<sup>st</sup> of any year and who has a sick bank of between 600 hours and 899 hours will receive a payment of \$5,000.00 dollars.
  - d. An Employee who retires between April 1<sup>st</sup> and December 31<sup>st</sup> of any year and who has a sick bank of between 300 hours and 599 hours will receive a payment of \$2,500.00 dollars.

### **Article 15 Association Leave**

1. The Region agrees to grant 720 hours leave, cumulatively, with pay, to members of the Association for the purpose of attending to the affairs of the Union, as well as provincial and national meetings.

All Association Leave must be approved by the HRPB board and forwarded to the Deputy Chief for tracking purposes. [2015]
2. In addition to leave under 15(1), the Region shall grant leave from time to time to the Union without pay, upon request, provided reasonable notice is given.
3. In addition to leave under 15(1), the Region shall further grant employees who are members of the Management Employee Relations Committee or who are on the Negotiation Committee of the Union leave with pay to attend all negotiations and Management Employee Relations and Grievance meetings with the Region.
4. The Region recognizes the importance of maintaining good working relations with its employees and to that end, the Region shall permit members of the Union Executive reasonable time during normal working hours to conduct Association business.
5. The region agrees to pay the Union President's salary up to the pension maximum, or any future increases as approved by the pension committee.

### **Article 16 Pre-Retirement Leave**

1. After ten (10) years of continuous service and upon retirement or death, employees shall be entitled to paid leave for the period immediately prior to retirement, calculated on the basis of three calendar days per year, up to a maximum of 90 calendar days.
2. Employees entitled to receive pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement period worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the person's pension and would be paid at the time of actual retirement.



3. Employees who served on the Dartmouth Police service immediately prior to April 1<sup>st</sup> 1996 and who had 12 or more years of service as of November 1, 1997, shall not be entitled to pre-retirement leave.
4. Employees who served on the Dartmouth Police service immediately prior to April 1<sup>st</sup> 1996 and who did not have 12 or more years of service as of November 1, 1997, shall be entitled to pre-retirement leave in 16 (1) and 16 (2) for all service to the Region and the Dartmouth Police Services
5. Employees who served on the Bedford Police service immediately prior to April 1<sup>st</sup> 1996 and who did not receive compensation for the pre-retirement leave due to amalgamation shall be entitled to pre-retirement leave in 16 (1) and (2) for all service to the Region and the Bedford Police Service.
6. Employees who served on the Bedford Police service immediately prior to April 1<sup>st</sup> 1996 and who did receive compensation for the pre-retirement leave due to amalgamation shall be entitled to pre-retirement leave in 16 (1) and (2) only for service after April 1<sup>st</sup> 1996.
7. Police officers will be entitled to the benefit under Article 48.

## **Article 17                      Court Time**

1. Court Time Compensation:
  - a. All court time during off duty hours shall be paid at time and a half the regular rate except as specified herein.
  - b. A minimum of four (4) hours pay, at time and a half the regular rate, shall be allowed for attendance at a court sitting on the employee's first and third day off. The employee shall be entitled to a minimum of four hours pay, at double time the regular rate, on the employee's second and fourth day off. If an appearance at the afternoon court session is required in the same day, this afternoon attendance shall be considered a second sitting. If an appearance at an evening session of the court is required on the same day, it shall be considered a third court sitting
  - c. Court time during scheduled holiday leave shall be paid at double time. In addition, a member shall be given 8 hours of delayed holiday leave for each day in court and it shall be rescheduled and taken in the current calendar year. If it is not possible to use this time in the current calendar year, it may be carried forward to March 31 of the following year (debit slips are required before year end), after which it will be deleted from the employee's bank.
  - d. All compensation for Court call out (except Court on Vacation) shall be paid out under this Article.
2. Witness Fees:
  - a. Employees agree to sign over witness fees to the Region.
  - b. If an employee fails to comply with the required administrative regulations so that the Region can collect witness fees, the Region can offset against this amount any amount the Region pays.
3. An employee who is required to attend court between two (2) twelve (12) hour night shifts shall be released from duty at midnight. In the event that the Chief of Police or his

delegate require the employee to stay past midnight, the employee shall receive compensation as a continuation of duty. The employee shall be entitled to their normal compensation for attending court the next day, which is four hours pay at one and one half times the hourly rate of pay.

4. Any or all court time that occurs as a result of action taken by an employee in the exercise of their police duties or as a result of their involvement as a police officer, whether during regular hours of work or otherwise, shall be paid under the provisions of this Article.
5. When an employee is not informed prior to the completion of his last shift worked before his vacation of the cancellation of a court case which was scheduled during his vacation, he shall be entitled to 24 hours of banked time.
6. A retired employee who, by virtue of his duties prior to retirement, is required to go to court shall be paid a flat fee of \$150.00 for each appearance.
7. Any employee's court appearance cancelled after 8 p.m. the night before his off duty court appearance shall receive four (4) hours of time or pay at straight time. (Does not apply to court between nights.)
8. All employees are required to submit their court slips within 30 calendar days after the court case. If the court slips are not submitted within the time lines, the employee will not receive compensation for their court appearance. The Region will not process any court slips that are not correctly filled out, until the individual submitting the slip and their NCO make the corrections and resubmit within the 30 day time line.

#### **Article 18**      **Call Out is Mandatory not Voluntary**

1. All employees called out to duty during off duty hours shall be credited with a minimum of four (4) hours at the pay rate of time and one half (1½) the regular hourly rate of pay for each call out except that the pay rate shall be double the regular hourly rate on Sundays and legal holidays.
2. A call out occurs after an employee has reported off duty and before they are scheduled to report for duty.
3. All employees have the option of taking equivalent time off in lieu of payment for the hours credited to them for each call out.

#### **Article 19**      **Call Back During Vacation**

1. Any employee required to make an appearance in court or to report for duty in the performance of his duties during his vacation of one week or more or one cycle or more shall be given (24) hours of banked time for each day of vacation in which he/she attends, plus reasonable travel expenses, at the discretion of the Chief of Police, PROVIDED, that the employee notifies the Chief of Police or his designate as soon as he learns that he is required to make such appearance.
2. For the purpose of call back during vacation, the days off prior, during, and at the end of a vacation shall be considered vacation days.

3. Summons which have been issued to any member prior to vacation picks being conducted by the Police Department shall have no bearing on when a member picks their vacation.
4. Employees called back to work for any reason on any day of annual vacation leave taken less than a week or a cycle at a time, shall receive benefits under Article 18 – Call Out or Article 17 – Court Time where applicable.
5. An employee called back to work for duty other than court while on vacation, shall be given triple time for all hours worked. They will work a minimum of 8 hours.

## **Article 20      Meal Hours**

1. An employee shall be entitled to an uninterrupted meal period of one (1) hour during each shift. In the event the employee's duties make this impossible, they shall be entitled to one (1) hour off. This hour shall be at the start of their next day shift.
2. An employee shall be permitted to eat their meal within their division or at home if their home is in the division. The Chief of Police or his designate reserves the right to assign meal hours and areas for operational purposes. The employee is permitted to leave their zone within the division, provided approval is given by the NCO, prior to the officer leaving their zone.
3. One (1) hour meal period afforded employees can be split into two (2) half hour meal periods during a twelve (12) hour shift at the option of the employee.

## **Article 21      Service Pay**

1. a. The Region agrees to pay twelve hundred and fifty (\$1,250) dollars annually to all employees, commencing at the start of their 20th year of continuous service in 2010 and fifteen hundred (\$1,500) dollars annually to all employees, commencing at the start of their 20th year of continuous service in 2011. This amount shall be pro-rated in the employee's last year.  
  
b. The Region agrees to pay fifteen hundred (\$1,500) dollars annually to all employees, commencing at the start of their 25th year of continuous service in 2010 and two thousand (\$2,000) dollars annually to all employees, commencing at the start of their 25th year of continuous service in 2011. This amount shall be pro-rated in the employee's last year.
2. For greater clarity, Schedule "E" shall be used to determine when members are eligible for this benefit.
3. Such service pay is to be paid once per year on the pay day immediately prior to Christmas.

## **Article 22      Survivor's Benefits**

1. If a Police Officer or Booking Officer dies as a result of injuries received while carrying out their duties, the officer's spouse shall receive seventy percent (70%) of the annual salary that the officer would have received if they were still alive and still holding the same rank as they had at the time of their death. The surviving spouse thereafter shall also receive

- seventy percent (70%) of any pay increases received by the officer's rank after his/her death.
2. The surviving spouse shall receive the survivor's benefit until death. If there is no surviving spouse, or the spouse dies after the member, the child or children shall receive the survivor's benefit until they reach twenty-five (25) years of age.
  3. The benefit provided under this article may be facilitated through insurance coverage.
  4. Notwithstanding the aforementioned, the employer shall provide the option to any surviving spouse of receiving the proceeds of a life insurance policy held by the employer on a deceased Police Officer or Booking Officer in the amount of \$400,000.00 and all other lawful entitlements instead of receiving the salary continuance benefits outlined above.

### **Article 23      Legal Aid Protection**

#### **Criminal Actions;**

1. The Region, at its expense, shall pay for legal expenses incurred by an employee in the defence of a Criminal or Judicial Inquiry PROVIDED:
  - a. The member is charged criminally, subpoenaed to, or is the subject matter of an inquiry;
  - b. The act, purported act, or failure to act was within the member's scope of duties;
  - c. Legal counsel chosen has been selected from a list agreed upon by the Region and the Union;
  - d. The Region has the right to apply for a review of the legal costs to the taxing master.
2. Each employee shall have the right to retain additional counsel of his own choice at his own expense.
3. If the first judicial determination is not guilty and this determination is appealed, the cost of the subsequent appeals shall be borne by the Region.
4. If the first judicial determination is guilty, the Chief of Police shall review the possibility of appeal with the member and defence counsel, and the Region shall pay the cost of the appeal if the Chief of Police so recommends.
5. If the member appeals a first judicial determination of guilty at his expense, and after all appeals is found not guilty, he shall be completely indemnified by the Region for all legal costs.

#### **Civil Actions:**

6. The Region at its expense, shall provide members with counsel if the member is named in a civil action provided the act, purported act, or failure to act was within the scope of his duties.
7. Should the member not be satisfied with the City's choice of counsel, the member and representative of the Region and the Union shall consult with the Chief of Police. The Chief may then make recommendations to the Director of Legal Services and Risk Management. [2015]

8. The Region, pursuant to the Police Act, has the right to settle civil proceedings and has the sole discretion as to whether a decision shall be appealed. A settlement does not constitute an admission of fault by a member.
9. The Region shall indemnify members for all damages and costs awarded in any civil actions where the Region is required to provide counsel. The Region waives any right to subrogate against any member who has been so indemnified.

**Police Act Public Complaints:**

10. The Region shall pay a maximum of \$75,000.00 per fiscal year, cumulatively, for legal representation on all public Police Act complaints for which the complaint is not sustained.
11. The Region shall have the right in the name of the employee to undertake the investigations or settle the complaint as may be deemed expedient by the Region. Any settlement does not constitute an admission of fault by the member.

**Police Act Internal Complaints:**

12. Notwithstanding anything else in the article, the Region shall have the right to discipline an employee under the procedures of the Police Act. Such disciplinary action shall not prejudice any right of the member to benefit under this article in relation to court proceedings and complaints arising out of the same fact situation, but the Region has no obligation to provide the employee with counsel or indemnification in relation to the internal discipline proceedings.

**Article 24            Classifications / Ranks / Civilian Employees**

1. The Region has the right to create new classifications or ranks covered under the Collective Agreement. The final rate of pay for such classifications and ranks shall be negotiated by the Region and the Union. In the event the parties are unable to agree to a rate within thirty (30) days of the establishment of the new classification or rank, then the matter shall be submitted to arbitration pursuant to the arbitration provisions of this agreement, and the decision of the arbitrator will be final and binding on both parties.
2. In the event that any duties which are currently being performed by police officers are transferred to civilian employees, then the Region shall give voluntary recognition to the Union as the bargaining agent for such civilian employees and it shall be a condition of employment that all such civilian employees shall become and remain members in good standing with the Union.
3. The civilian employees referred to in Article 24 (2) shall have such working conditions and benefits as are negotiated by the Region and the Union. In the event the parties are unable to agree on the working conditions and benefits for such employees, then the matter shall be submitted to arbitration pursuant to the arbitration provisions of this agreement, and the decision of the arbitrator will be final and binding on both parties.

## **Article 25                      Probationary Period**

1. A new employee within the bargaining unit shall serve a one-year probationary period during which they may be dismissed by the Employer for any reasonable cause as determined by the Employer. Reasonable cause does not equate to just cause. [2015]

## **Article 26                      Training**

1. The Region recognizes the importance of members having education and training opportunities related to the Police function.
2. The Region, subject to operational requirements, shall permit members to attend fully-funded courses posted throughout the Region, provided the course has a rational connection to the member's police duties. Furthermore, any general training or educational policy the Region adopts will be applicable to the members.
3. When police training opportunities are available, a notice shall be posted, so that interested members can apply. When possible, training opportunities shall be posted for a minimum of fourteen (14) days. The posting shall indicate the minimum qualifications, and the posting will be by way of an electronic message sent to all members.
4. A member applying under clause three (3) shall do so in writing to the Chief of Police or his designate. This application must reach the Chief of Police or his designate by the closing date on the posting notice.
5. The Region shall post the notice of the successful candidate immediately following selection by way of electronic message.
6. If more than one candidate meets the qualifications set out in the course training standard the following factors shall be taken into consideration:
  - (a) Organizational needs and
  - (b) Seniority
7. The Union agrees that the Region can send members on training courses to bring those members identified by the Region up to the minimum standard expected for their job. The Region shall notify the Union in advance of this taking place.
8. The Region agrees that all mandatory training shall be done during normal working hours. If this is not possible and the member volunteers to come in on their time off, they will be compensated at straight time for all hours worked.
9. The Region agrees to compensate all employees who apply and are selected to attend voluntary training at straight time for all hours worked.
10. All members who apply for any of the opportunities in this article shall have their application recorded in their personnel file.
11. All employees who are away from their homes while attending courses of more than five (5) weeks duration, shall be reimbursed by the Region for all reasonable travel expenses to return home for one (1) weekend during the course.
12. While on any course authorized by the Region all employees shall be considered on duty and covered by this Agreement.
13. The Region may make a course conditional upon the member remaining in a given position for a certain period; however, the member may participate in promotional routines and if successful the Region has the option of keeping the member in the

position for the full period at the higher rank or transferring the member at the higher rank.

14. The Region and the Union may agree on specified "training days" or a regular schedule of training days on which members shall be deemed to be on day shift.

## **Article 27 Management Employee Relations**

1. There shall be a Management-Employee Relations Committee consisting of not less than four (4) and not more than six (6) representatives of the Union, the Chief of Police, or his designates, and one member of the Halifax Regional Municipality Board of Police Commissioners and the C.A.O. or a designate of the C.A.O. Other parties may be invited to attend.
2. The names of the persons appointed to such committee shall be communicated to the Union and the Region within one (1) month after the signing of this Agreement.
3. A Chairman shall be selected at the first meeting from among the members and the Chairman shall serve as such for six (6) months and shall preside at all meetings and provide each member of the Committee with seven (7) days notice of all meetings and an agenda for each meeting.
4. The Committee shall meet at least monthly to discuss any matters and such matters shall be placed on the agenda by the Chairman.
5. A secretary supplied by the Region shall be permitted to attend for the purpose of taking minutes.

## **Article 28 Clothing and Equipment**

1. The Region shall issue the following clothing and equipment to all employees who are required to perform their duties in uniform and shall be replaced as needed. Clothing and Equipment shall be date-stamped and the employee shall return to the Quartermaster Stores the last issue of the clothing/equipment to obtain a replacement:

### **All Uniformed Employees:**

Flash Light	Tie	Boots or Shoes
Socks	Winter hat (fur)	Cap Cover
Gloves (winter and cut resistant)	Rain pants	Three-season Jacket
Forge Hat	Waist length Fall/Spring jacket	
Dress Uniform (i.e. Tunic, Pants and Accessories)		

[2015]

2. The Region shall provide each uniformed employee and new employee 2 new pairs of pants and 4 new shirts, then by June 1 each year thereafter, 2 pairs of pants and 2 shirts.
3. Uniformed employees shall individually have the discretion to decide which of the regulation coats, hats, jackets, or shirt styles they will wear while on duty. Ties must be worn for ceremonial functions as designated by the Chief of Police. [2015]
4. The Region agrees to provide each plain clothes employee with a wallet designed to hold their police badge.

5. Police Officers required to perform their duties in plain clothes, shall receive a clothing reimbursement in the amount of \$600.00 which shall be tax-free, subject to Revenue Canada, and a further \$1,000.00 which shall be taxable for incidental expenses of the plain clothed officer. Police Officers in the Identification section shall also be entitled to the \$1,000.00 which shall be taxable. The amount shall be for each calendar year and is to be paid not later than the 30<sup>th</sup> of April each year. [2015]
6. Police Officers who are transferred to CID after April 30<sup>th</sup> who are required to perform their duties in plain clothes, shall receive a clothing reimbursement in the amount of \$600.00 which shall be tax-free.
7. Police Officers and Booking Officers shall receive a kit allowance of \$300.00 per year non-taxable, not pro-rated, no later than the 15<sup>th</sup> of April each year, to cover the calendar year. For new Police Officers and Booking Officers, if they are hired after April 15<sup>th</sup> in a calendar year, they will not receive a kit allowance until the next calendar year.
8. Police Officers on temporary assignment to plain clothes duty shall be paid \$4.00 per day for clothing.
9. The region agrees to pay each member of the mounted section a cleaning allowance of \$200.00.
10. All issued clothing and equipment provided pursuant to this article damaged in the line of duty shall be replaced immediately at the expense of the Region.
11. All employees shall be permitted to go to and from work in their plain clothes, provided, however, that employees are in uniform at fall-in time, and provided further that when the employees go to and from work in street clothes, no part of the uniform may be worn which obviously identifies the employee as a police officer.
12. The Union shall have a Clothing and Equipment Committee. The Clothing and Equipment Committee shall be responsible for the following:
  - a. Recommending the purchase of articles to the Chief of Police prior to the issuing of a tender;
  - b. Recommending tendering specifications for all articles of clothing and Equipment;
  - c. Recommending to the Chief of Police changes in clothing and equipment designated under Article 28, as well as clothing and equipment as yet not indicated in this agreement, as it relates to the purchase or non-purchase as well as quantities of such clothing and equipment; and
  - d. Should employees be refused clothing on the as required basis, the Clothing and Equipment Committee shall be empowered to investigate the refusal and report their findings to the Chief of Police for final disposition.

## **Article 29      Discipline/Discharge Grievance and Arbitration Procedure**

1. The Region acknowledges the right of the Union to appoint, elect, or otherwise select a grievance committee to represent employees.
2. The Union shall notify the Chief of Police of the make-up of this committee within a month of signing this Agreement and the Union shall immediately advise the Chief of Police of any change in the Committee as may occur from time to time.



3. A grievance shall mean a difference between the Region and the Union, or the Region and a member, arising from the interpretation, application or administration or alleged violation of the Agreement.
4. A grievance shall be processed as follows:
  - a. The aggrieved member shall submit in writing an outline of the grievance to the Grievance Committee;
  - b. Step 1 - If the Union decides to proceed with the grievance, it shall submit the grievance in writing to the Deputy Chief of Police or his representative within thirty (30) days of the circumstances giving rise to the grievance or such later date the member can reasonably be expected to have become aware of those circumstances; [2015]
  - c. The Deputy Chief of Police or his representative shall meet with the Union within ten (10) days of the receipt of the grievance and render a written decision within ten (10) days of the meeting. [2015]
  - d. Step 2 – Should the response at Step 1 not be satisfactory, the Union will submit the grievance to the Chief of Police or his representative within ten (10) days of the Step 1 response. [2015]
  - e. The Chief of Police or his representative will meet with the aggrieved member and the Grievance Committee within ten (10) days of the receipt of the grievance and render a written decision within ten (10) days of the meeting. [2015]
5. A policy grievance of the Union shall proceed directly to the Chief of Police or his representative in accordance with Article 29(4)(d). The parties may also agree to proceed directly to Step 2 on any other grievance. [2015]
6. Arbitration:
  - a. Failing compliance with the time limits in Article 29(4)(c) or 29(4)(e) or satisfactory settlement, the Union may within five (5) business days notify the Region of its intention to submit the matter to arbitration; [2015]
  - b. The Region and the Union shall agree on a single arbitrator within ten (10) days of the notice of intention to proceed to arbitration, unless either party exercises the option in Article 29 (6)(g);
  - c. If the parties are unable to agree on an arbitrator within ten (10) days, either party may apply to the Minister of Labour of Nova Scotia to appoint an arbitrator;
  - d. The decision of the arbitrator shall be final and binding upon the Region and the Union, provided however that the arbitrator shall not have the power to alter, add to, delete from, modify or amend the terms of this Agreement in any respect whatsoever;
  - e. Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision which he shall do within one (1) month;
  - f. The Region and the Union shall share equally the expense of the sole arbitrator;
  - g. The Region or the Union may opt for a three-person arbitration board. This option must be indicated in the notice of intention to proceed to arbitration, along with a nominee to serve on the arbitration board;

- h. Within one (1) week after receiving such notice, the other party shall advise the party giving notice the name of their nominee to serve on the board;
  - i. Within one (1) week of giving the notice in (h), the two nominees shall select a third person to act as Chair. Should such chair not be appointed within five (5) working days, or should the appointees be unable to agree on a Chairperson, then either one may apply to the Minister of Labour of Nova Scotia to appoint a Chair;
  - j. The party opting for the three-person board shall pay for the cost of the Chair as well as its own nominee.
7. All references to “days” in this Article shall mean week days.
  8. All disciplinary matters of sworn members covered under the Police Act shall be dealt with by the region in accordance with the Police Act, R.S. N.S. 1989, c.348, its regulations thereunder and any subsequent amendments to this legislation. The final disposition of disciplinary matters under these procedures and provisions shall be final and binding on the parties and not arbitrable under this Agreement.
  9. The Region shall show just cause to demote, suspend, or discharge, for disciplinary and non-disciplinary reasons, members who are not included under the Police Act.
  10. Non-disciplinary discharges of any member of the bargaining unit shall be dealt with in accordance with this Article and employees shall have the right to grieve in accordance with the procedure arbitration as outlined herein.

### **Article 30      Cadet Service**

The Region and the Union agree that there will be no cadets, other than those who do their on the job training from the Halifax Regional Police Service or other accredited training institution.

### **Article 31      Acting Rank**

Any employee who is assigned to an acting rank position shall receive the rate for all such hours worked at the next lowest level of pay for the rank in which the member is acting.

### **Article 32      Seniority**

1. Employees shall accumulate seniority from their first day of employment within the bargaining unit.
2. Seniority shall be determined according to the following factors, in the following order:
  - a. Rank
  - b. Date of Promotion
  - c. Date of Hire; and
  - d. In alphabetical Order of the member’s name.
3. An employee who ceases employment in the bargaining unit shall lose all seniority. In the event of re-engagement, they shall have no claim to time worked prior to their leaving.
4. Notwithstanding Article 32(1), employees shall maintain the same seniority ranking amongst other employees from the same predecessor bargaining unit, as reflected in Schedule “B”. Where there is a conflict in seniority ranking between (1) and Schedule “B”,

- Schedule "B" shall be determinative. If however, either of two employees are promoted, the relative rankings in Schedule "B" are no longer relevant and 32 (1) shall be determinative. [2015]
5. Where an employee is in receipt of long term disability benefits, injury leave, sick leave, maternity leave, and suspension, seniority shall continue to accrue.
  6. In the event of a reduction in the work force the Region agrees:
    - a. to discuss with the Union the methods of reducing the bargaining unit, including early retirement and attrition;
    - b. where the Region determines layoffs are necessary, layoffs shall be in reverse order of service. Service shall be calculated as the employee's start date of employment in the bargaining unit. For greater clarity, in the event of layoff of an employee from any of the lists below, the most junior employee on such list will be the first person laid off.
      - i. Police Officer – including Police Officers who become civilians
      - ii. Emergency Response Communicators (Full and Part Time) [2015]
      - iii. All other employees
  7. Recall of employees from any of the above lists shall be in reverse order of layoff, provided the employee is presently able to demonstrate possession of the qualifications and skills of the position as determined by the Region, to obtain normal security clearances, and meet the provincial standards for employment.
  8. Civilian members who apply and are accepted as Police Officers shall be credited with service but not seniority.
  9. No sworn member shall be reduced in rank as a result of layoffs.
  10. New hires, regardless of service outside the bargaining unit, shall not be credited seniority. However, the Chief of Police may, based on past service, allow a new hire to commence employment with a salary at any of the Constable salary steps.

### **Article 33 Transfers**

1. A "transfer" occurs when a member's duties are terminated in one Division and duties within another Division are assigned. For the purposes of this Article, "Divisions" are as designated below in Article 33, 1 (a) through (e). Lateral moves within one of the identified Divisions below is not a transfer. The Region shall not restructure for the sole purpose of avoiding the requirements of this Article. Nothing in this Article will prohibit the Region from restructuring the Police Service for any reason.
  - a. Office of the Chief of Police - A Transfer to the Office of the Chief of Police will be open to all members. A transfer notice shall be posted as per Article 33 (3) below. The selection of any member to work in the Office of the Chief of Police will be the sole discretion of the Chief of Police.
  - b. Administration Division
  - c. Support Division
  - d. Criminal Investigations Division
  - e. Patrol Division

2. A member who transfers into one of the following positions shall serve the minimum period as established in the posting;
  - Identification Unit
  - Polygraph
  - Technical/Computer Forensics
  - K-9 Unit
  - Accident Investigation
3. A transfer notice shall be sent by way of electronic mail to all members. Members wishing to transfer shall apply to the Chief of Police or his designate within 14 days of the notice being sent.
4. Transfers shall be determined by demonstrated skill and ability of the employee based on reasonable testing and standards determined by the region. When there is more than one employee of comparable skill and ability, seniority shall determine the transfer eligibility. The region agrees to post skill and ability qualification and the demonstration testing standards and procedures in the transfer posting. The testing standards shall only be scored pass/fail.
5. The Chief or his designate may assign members of his choice to positions in the drug section, vice section, or training section based on operational requirements only, for periods not to exceed one year. Such transfers shall not be renewed without the agreement of the Union.
6. The Chief or his designate may assign a member of his choice for an operational requirement for a period of less than 30 calendar days. This period may be extended to 90 calendar days with the agreement of the Union.
7. The Union agrees that the selection process for the Emergency Response Team, Tactical Team, Polygraph Unit and K-9 Unit will be based on skill and ability only.
8. The Union agrees that any member may be moved if the employer is accommodating an injured member.
9. A member who transfers into a division subsequent to the signing of this collective agreement shall serve a minimum of three years within that division.
10. The Region agrees to post an expression of interest every April requesting members to identify their interest in a lateral move to units within the Patrol Division (excluding third party contracts). A lateral move within the Patrol Division is not a transfer.

### **Article 34      Police Vehicles**

1. An employee shall not be responsible for washing any police vehicle, interior or exterior.
2. An employee in the Mounted Section shall be responsible for the grooming of his horse in the absence of a stableman, but shall not be required to clean the stables.
3. No member shall be required to pay for any damages to police vehicles. This article does not preclude discipline under the Police Act for damage to vehicles.

### **Article 35 Confidential Information about Employee**

1. All employees shall be entitled to see all documentation and information on their personnel file by appointment during office hours, and be permitted to have a copy of all information on their personnel file, other than information gathered in the recruiting process.
2. Letters of warning, criticism, or reprimand will not be relied upon by the Employer after thirty-six (36) months, provided no additional adverse reports are written within the thirty-six (36) month period. The employee may also request removal of such items from the employee's file in those circumstances. [2015]

### **Article 36 Police Act, Regulations and Departmental Orders**

1. The Region shall make available to all employees, copies of the Nova Scotia Police Act and Regulations, and all Administrative Orders.
2. All departmental orders shall be posted on the bulletin board and/or posted electronically with a copy to the Union, and it shall be the employee's duty to familiarize themselves with posted orders from time to time.

### **Article 37 Wages**

1. Wages shall be as set forth in **Schedule "C"** attached hereto.
2. Employees shall be paid their salary in accordance with the attached bi-weekly schedule.
3. All employees shall be paid by way of direct deposit.

### **Article 38 Copies of Collective Agreement**

1. The Region shall provide copies of this agreement to all new employees in the bargaining unit.
2. The Region shall maintain the collective agreement on the internal computer system.

### **Article 39 Employee Assistance Program Committee**

1. The Region and Union agree to establish an Employee Assistance Program Committee, comprised of the following representatives: one member appointed by the Region and one member appointed by the Halifax Regional Police Association.
2. The Region's representative shall be the Halifax Regional Police Service designate. The representative of the Association shall be the President of the Union or his designate.
3. The purpose of this Committee is to assist members of the Association who have difficulties in the areas of stress, alcoholism and drug abuse, financial matters and marital problems, whenever assistance is requested by any member. Representatives of the Union shall suffer no loss of pay for attending such meetings.

## **Article 40**      **Shift Differential**

A shift differential shall be paid to all employees for all regularly scheduled shift hours worked between 6:00 p.m. and 7:00 a.m. This benefit shall be paid in a lump sum once a year on the pay day immediately prior to Christmas. The amount shall be \$1.00 per hour. [2015]

## **Article 41**      **Occupational Health & Safety Committee**

1. The Region and the Union agree to establish an Occupational Health and Safety Committee comprised of at least the following: Two senior representatives of the employer and two representatives of the HRP Executive.
2. The Committee shall hold meetings on a regular monthly basis, or as frequently as the Committee may determine. Representatives of the Union shall suffer no loss of pay for attending such meetings. The Union shall have absolute discretion over who it appoints as representatives on the committee; however, no more than two (2) members at any one meeting shall be paid for off-duty attendance.
3. The Committee shall be notified of all accidents and injuries within the Department.
4. The recommendations of the O.H.S. Committee shall be communicated to the Chief of Police.
5. The Region and the Union are committed to their respective duties and responsibilities under the Occupational Health and Safety Act.

## **Article 42**      **Standby**

1. The Union agrees that the Region can establish a mandatory standby list in order to have members available. Members placed on the mandatory standby list will be utilized in a rotation in order to ensure that there is an equal opportunity to be on standby.
2. Employees on standby shall be compensated at the rate of three (3) hours pay for each twenty-four (24) hours of standby.
3. Employees shall not be required to be on standby for more than seven consecutive days.
4. Employees on standby shall be provided with a vehicle.
5. Employees on standby must be within one (1) hour of the station.
6. Employees will not be required to be on standby when on Vacation.

## **Article 43**      **Sick leave**

1. Members shall accumulate sick leave at the rate of 12 hours per month to a maximum of 1200 hours.
2. Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, confined by Doctor's orders due to contagious disease, or under treatment of a physician, chiropractor, dentist, psychologist or psychiatrist.
3. If requested by the Region, members claiming sick leave shall submit to appropriate examinations by physicians appointed by the Region. The Region shall pay all medical expenses not covered under the employee's medical plan for any examinations or test as directed by the employer. Such physicians shall confirm the members incapacitation and

- such other information as reasonably requested by the Region through Health Services or the physician appointed by the Region. The Region may require members on sick leave to be approved for full operational duties by a physician appointed by the Region before returning to duty.
4. A record of accumulated and used sick time will be kept by the Region. Each employee's own sick time accumulation will be shown on their pay stubs.
  5. Members on any type of leave during which they accrue seniority, including sick leave, shall accrue sick leave.
  6. Additional Sick Leave:
    - a. In the event that an employee uses up all accumulated sick leave they may apply to the Chief of Police for additional sick leave.
    - b. The employee may have Union representation during such meetings with the Chief. The Chief will respond to the request with a written report, copied to the employee and the Union attendee.
    - c. The decision of the Chief in the matter of additional sick leave entitlement is final, binding and non-arbitral.
  7. Employees working the 12 hour shift schedule will have 46 hours of sick time deducted from their sick bank for each complete cycle they are on sick leave.
  8. Members who retire with time in their sick bank shall be entitled to benefits as per article 14.10. [2015]

#### **Article 44 Injury Leave Sworn Officers**

1. All members shall be covered by the Workers' Compensation Board (WCB) in accordance with the Workers' Compensation Act (WCA) and Regulations for all workplace injuries. Except as provided below, this shall be an exclusive remedy and shall be in full and final satisfaction of any claim which the member may have against the Region or its employees, either during the member's employment or afterward, with respect to that injury. If a sworn member loses time due to an injury on duty, the member shall receive full wages and there shall be no stoppage of income except as outlined herein and there shall be no reduction in the member's sick bank while in receipt of WCB Benefits. Sworn members injured at work must apply for any income replacement benefits available to them from WCB. Sworn members whose claims are accepted by WCB shall receive the "top up" as set out herein. Sworn members who were on Injury Leave at the date that this article came into effect and receiving benefits (OJI Benefits) and are not eligible for WCB Benefits in respect of a pre-existing injury for which they were receiving OJI Benefits, shall remain eligible to claim OJI Benefits in accordance with this Article.
2. When a sworn member is off work due to an accident or occupational illness resulting from their employment and which is approved as compensable by the Workers' Compensation Board, and the sworn member is in receipt of Earnings Replacement Benefits (ERB) from WCB, the Employer shall top up the Earning Replacement Benefit (ERB) to 100% of the sworn member's pre-accident net earnings as modified by subsequent collective agreements provided the sworn member has fully cooperated with

- WCB in respect of the injury leave claim. Pre-accident net earnings means that the member's take home pay shall be identical to the take home pay that the member would have received had they remained at work including any increases in salary or benefits resulting from new collective agreements. Appropriate deductions shall continue to be made by HRM.
3. The top up benefits shall include the coverage for any waiting period under the WCA and shall continue until the earlier of: the sworn member is no longer in receipt of Earnings Replacement Benefits (ERB) from the WCB; or the sworn member is accommodated; or the sworn member becomes eligible to retire to an unreduced pension under the Halifax Regional Municipality (HRM) Pension Plan. Where a claim for injury on duty is not accepted by WCB and all appeals exhausted, income advanced to the member will be recovered in reduction of accumulated sick leave and as an overpayment of salary. However, where the claim is not accepted because the injury is determined to be pre-existing such that the employee is entitled to Injury Leave (OJI) benefits as provided in this Article, there will be no reduction in sick leave or recovery of income advanced.
  4. All sworn members who, at the effective date of Workers' Compensation coverage, are either off work on Injury Leave and receiving OJI Benefits (OJI Employees) or working and receiving OJI Benefits will not be entitled to WCB Benefits in respect of the injury for which they are receiving OJI Benefits. On return to work from Injury Leave, OJI Employees will be eligible to claim WCB Benefits in respect of occupational injuries. OJI Employees who are working and in receipt of OJI Benefits will be eligible to claim WCB Benefits in respect of occupational injuries. Should the Board refuse a claim from either an OJI Employee who has returned to work following receipt of OJI Benefits, or an employee who is working but in receipt of or previously in receipt of OJI Benefits, on the basis that it is a pre-existing occupational injury, then the employee shall be eligible to claim a continuation of OJI Benefits. The Municipality may at its discretion require the employee to exhaust the WCB mechanisms for appealing the refusal. Employees shall be entitled to salary continuation and all other benefits including medical and other benefits of the collective agreement in accordance with this Article until final determination of entitlement.
  5. For those employees who remain eligible to claim Injury Leave and OJI Benefits in accordance with this Article, if requested by the Region, the member on Injury Leave shall submit to appropriate examinations by physicians appointed by the Region. Such physicians shall report to the Disability Case Manager on the member's functional abilities and recommended medical treatment. The Region may require those members on injury leave to be approved for full police operational duties by a physician appointed by the Region before returning to duty. If the physician appointed by the Region clears an employee for return to work with accommodated duties or in an accommodated position as provided in paragraph 7 hereto, the employee shall be required to work the duties or in the position.



6. The parties agree to the following medical review process to determine the functional abilities of employees receiving OJI Benefits, either for the purpose of accommodation or for continuing receipt of OJI Benefits. If requested by the Municipality, the employee shall be required to submit to an Independent Medical Examination (IME) by health practitioners appointed by the Municipality. Where there is disagreement with the findings, either party can request the appointment of a Medical Review Panel composed of three medical practitioners, one appointed by each party, and a chair selected by those practitioners. When there is a dispute as to whether an employee can be accommodated or whether OJI Benefits should continue, based on the employee's medical condition and functional abilities, the dispute shall be remitted to the panel to determine whether the employee is able to return to an accommodated position and if so, what are the necessary accommodations. The majority decision of the panel shall be determinative of those questions for the purpose of any decision of whether any offer of accommodation is reasonable, including in any referral to arbitration of the question of whether an accommodation is reasonable in accordance with paragraph 7 hereto. The cost of the Chair of the Medical Review Panel shall be shared between the parties.
7. The parties express their mutual agreement to the return to productive work of all employees who sustain workplace injuries. The parties recognize that it is a mutual obligation of the parties to accommodate the return to work of employees who are on Injury Leave because of occupational injury. The return to work shall attempt to be in the original position of the employee modified as an accommodation, or failing that possibility, other accommodation in a position within Halifax Regional Police (HRP) or the Municipality, that reasonably accommodates the employee. The parties agree that any temporary accommodation for employees shall cease after 24 months and after which accommodation may be permanent and may be outside the bargaining unit. All reasonable efforts shall be made to accommodate the employee in HRP. If the employee is unable to return to a position in the department, then reasonable efforts shall be made to accommodate the employee in another bargaining unit or non-union position within the Municipality. If the employee refuses to accept a reasonable accommodation, this shall be deemed as a resignation by the employee. Should the Municipality and the Halifax Regional Police Association (HRPA) disagree on whether an accommodation offered is reasonable, having regard to the functional abilities of the employee as determined in accordance with paragraph 6 hereto, then that issue may be determined by an arbitrator.
8. The OJI Employees off work on Injury Leave and receiving OJI Benefits on the effective date of WCB coverage shall be those agreed upon by the Employer and Union in an Appendix A maintained separately from this Agreement.
9. Notwithstanding Article 44 of the Collective Agreement, all OJI Employees in Appendix "A" who are not accommodated in accordance with paragraph 7 and who remain off work on Injury Leave with OJI Benefits, shall be required to retire 3 years after their earliest unreduced retirement date, hereinafter referred to as their date of retirement or retirement date, at which time their OJI Benefits will cease and HRM will have no further obligation to the employee.

10. Until the date of retirement, OJI Employees in Appendix "A" shall receive all the benefits that they would have received had they been covered by WCB. Notwithstanding the foregoing employees on OJI shall receive all the increases and benefits of subsequent collective agreements. These benefits shall exhaust completely at the date of their retirement and the Municipality shall have no further financial responsibility to provide any post-retirement benefits for employees who received OJI Benefits, other than as provided for in paragraph 11 herein.
11. HRM shall contribute \$25,000 annually to the HRPB Benefit Trust on the first day of April each year commencing when the first of the OJI Employees in Appendix "A" retires and continuing to the earlier of the last person in Appendix "A" either returning to work or retiring or 10 years. The contributions shall be used to offset post-retirement benefits for Appendix "A" members until retirement in accordance with paragraph 10.
12. Notwithstanding the generality of the foregoing, the jurisdiction to decide if OJI Employees are receiving the benefits they are entitled to receive had they been covered by WCB, pursuant to paragraph 10 herein and the question of whether any accommodation is reasonable, shall be referred to an arbitrator selected by mutual agreement of the parties. The question of whether any accommodation is reasonable shall be decided using the medical evidence provided in accordance with the medical review process outlined in paragraph 6 hereto. The Workers' Compensation Board retains jurisdiction to decide whether employees are entitled to Workers' Compensation in respect of any occupational injury and if so, the appropriate level of benefits in respect of that injury.
13. Employees shall permit the Region or its agents to subrogate against any third party where the member is in receipt of benefits under this Article.
14. When in receipt of benefits under this Article, members shall be deemed to be on day shift.

### **Injury Leave Civilians**

15. Civilian employees shall be covered by the Worker's Compensation Act and receive benefits pursuant to that Act, and there shall be no reduction in the employee's sick bank while in receipt of Worker's Compensation Benefits.
16. If requested by the Region, employees on injury leave shall submit to appropriate examinations by physicians appointed by the Region. Such physicians shall only report to the Region on the employee's ability to perform the job. The Region may require employees on injury leave to be approved for full operational duties by a physician appointed by the Region before returning to duty.

17. Employees shall permit the Region or its agents to subrogate against any third party where the member is in receipt of benefits under the Article.
18. When in receipt of benefits under this Article, members shall be deemed to be on day shift.
19. In the event that an employee receives an injury on duty and is required to use the medical plan to pay the expenses for the treatment and further, in the event that the employee exhausts their medical plan coverage, or experiences a further injury within the same year, which is not covered by this article, and there is insufficient benefit remaining in their medical plan to provide treatment, the employer shall, to the extent required, cover the lesser of, the amount utilized for the treatment for the prior injury on duty approved within the plan, or for such amount as not to exceed the plan maximum specified coverage in a calendar year.

#### **Article 45      Pregnancy, Parental, Adoption Leave**

1. Employees shall be granted pregnancy, parental, and adoption leave in accordance with the provisions of this collective agreement unless increased benefits are provided by the provisions of the Labour Standards Code of the Province of Nova Scotia.
2. Pregnancy, parental and adoption leave shall be deemed to be continuous employment for the accrual of seniority, service, vacation and sick leave. Vacation entitlements will not be prorated during the vacation year(s) when leave is taken.
3. Employees on pregnancy, parental and adoption leave under this article shall make arrangements with the Employer to:
  - (a) Deduct all benefit contributions for which the employee is responsible, and those which the employee must continue and further those which he/she may choose to continue, covering the period of the employee's leave. The deductions may be taken from the employee's pays prior to the commencement of the leave or the employee may pay by cash or cheque in advance of or during the leave.  
[2015]
  - (b) Prior to commencing leave the employee must confirm to the Employer in writing their election between two pension options:
    - (i) The employee may opt to continue credited service which will result in the Employer paying all contributions to the Pension Plan covering the employee's period of leave and the employee authorizing the Employer to collect the employee's share of the contributions from him/her after his/her return to work not later than within 26 pay periods of the pregnancy, parental and adoption leave period ending or such earlier time if the employee decides to make earlier repayment. Notwithstanding any other provision in the collective agreement, an employee who has elected the option to continue credited service during

pregnancy, parental and adoption leave may upon returning to work cash out the vacation accrued during the period of such leave.

(ii) The employee may opt out of credited service for pension purposes for the duration of their pregnancy, parental and adoption leave and accepts that opting out of credited service for pension purposes is for the duration of leave taken which will require that the employee must, in order to buy back the period opted out, notwithstanding any provision of the Collective Agreement, including Article 50, purchase such service pursuant to the purchase of service provisions of the HRM pension plan.

(iii) For greater clarity where an employee has not confirmed in writing prior their election as between the two pension options in (i) or (ii) above they are deemed to have elected option (ii). [2015]

4. An employee returning from leave shall retain his/her rights as outlined in this Collective Agreement.

#### **Pregnancy Leave**

5. Upon the request of the employee and presentation of a certificate by the employee's legally qualified medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected, the employee may, at her option, commence pregnancy leave at any time during a period which commences sixteen (16) weeks before the expected date of delivery and which ends on the actual date of delivery. When possible, the employee shall provide four (4) weeks' notice prior to the expected leave date.
6. Notwithstanding Article 45(5), the Employer may require that an employee begin a leave of absence earlier than the time set out therein if the employee cannot reasonably perform her duties or if the employee's work is materially affected by her pregnancy.
7. Pregnancy, in itself, is not a sickness for the purposes of the sick leave provisions of this collective agreement, however, sickness arising as a result of pregnancy or during pregnancy is a sickness for all purposes of this collective agreement.
8. Where working conditions may be hazardous to the fetus or the pregnant employee, the Employer shall endeavor to provide alternative safe employment at no reduction in pay or benefits for the period of the pregnancy.
9. Subject to Article 45 (5), pregnancy leave shall be, at the choice of the employee, up to seventeen (17) weeks duration and shall end not sooner than one (1) week after the actual date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
10. Should an Employee have a multiple birth the rate and length of maternity leave remains the same.

### **Parental/Adoption Leave**

11. Upon the birth of a child, the spouse of the person giving birth, including same sex and common-law spouse, shall be entitled to two (2) working days leave of absence with pay which may be taken, at the option of the employee, at any time commencing as early as the date of hospitalization or delivery and ending on the sixth day after the child arrives home. It shall be the employee's option whether or not to take this leave consecutively.
12. An employee who becomes a parent through the birth of a child or the placement of a child in the care of the employee for the purpose of adoption pursuant to the laws of the province or through guardianship, is entitled to an unpaid leave of absence of, at the employee's choice, up to thirty-five (35) weeks or, in the case of adoption, any longer period required by the adoption agency or the province. The employee shall endeavor to provide reasonable notice to the employer of the date on which she/he intends to start the leave and the date on which she/he intends to return, provided that if circumstances beyond the control of the employee dictate a change to those dates, she/he shall advise the Employer of the changed dates as soon as reasonably possible.
13. In the case of a new born child, an employee may begin parental leave anytime following the birth of a child provided that the leave shall end thirty-five (35) weeks following its commencement or fifty-two (52) weeks after the birth of the child, whichever is earlier. This leave will be uninterrupted. In the case of the adoption of a child or guardianship, the employee may begin parental leave, at the employee's option, at any time required by the adoption agency or upon arrival of the child in the employee's home, provided that the leave shall end at the end of the time required by the adoption agency or fifty-two (52) weeks after the leave began, whichever is earlier, provided that the employee is entitled to a minimum amount of up to thirty-five (35) uninterrupted weeks leave.
14. Notwithstanding the foregoing, where an employee has begun parental leave and the child to whom parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work in her/his position and defer the unused portion of the parental leave until the child is discharged from hospital. An employee is entitled to only one (1) interruption and deferral of each parental leave.

### **Pregnancy Leave Allowance**

15. An employee entitled to pregnancy leave under the provisions of this collective agreement and who provides the Employer with proof that she has applied for and is entitled to receive Employment Insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit (SUB) provisions of the Act and the following subsections:
  - a. Where the employee is subject to a waiting period of one (1) week before receiving EI benefits, payment equivalent to ninety-three percent (93%) of her weekly rate of pay, less applicable deductions, for the one (1) week waiting period, less any other earnings received by the employee during the benefit period. [2015]
  - b. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly EI benefit the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay , less applicable deductions,

less any other earnings received by the employee during the benefit period which may result in a decrease in the EI benefits to which an employee would have been eligible if no other earnings had been received during the period. For the purpose of these allowances an employee's weekly rate of pay will be one-half (½) of the bi-weekly rate of pay to which the employee is entitled for his/ her classification on the date immediately preceding the commencement of her pregnancy leave.

- c. Any employee who is entitled to Pregnancy Leave and serves a one (1) week waiting period before receiving EI, shall, immediately following the conclusion of their EI entitlement, also be entitled to the cash value of ninety-three percent (93%) of their weekly salary, less applicable deductions for a second week. At the employee's option this entitlement may be taken as dollars, or as time off in lieu, or may be put towards any outstanding pension contributions the employee chooses to make, in accordance with the HRM pension plan provisions. The employee must make their selection prior to the end of their EI entitlement period. If the employee opts to take the value as time off in lieu, the time off must be taken within twelve (12) months. If the time off is not taken within twelve (12) months, it will be cashed out at its dollar value at time at which it was awarded.

[2015]

16. Where the employee becomes eligible for a negotiated pay increase during the benefit period, benefits under the SUB will be adjusted accordingly.
17. The Employer will not reimburse the employee for any amount he/she is required to remit to Human Resources Development Canada or other government agency, where such remittance is required under the provisions of the Employment Insurance Act due to the employee's annual income.
18. Pregnancy Leave Allowance provisions take effect on the signing date of this collective agreement for employees who begin their pregnancy leave on or after that date.

#### **Article 46      Expenses**

1. All members who voluntarily agree to use their private vehicles for Region business shall receive remuneration as per the policy of the Halifax Regional Municipality.
2. All members required to perform their duties outside the old boundaries known as City of Halifax, Dartmouth, the Town of Bedford, Sackville, Cole Harbour or Eastern Passage, shall be reimbursed for reasonable meal and accommodation expenses. Receipts must be provided.

#### **Article 47      Funeral Expenses**

The Region shall contribute fifteen thousand dollars (\$15,000.00) towards funeral expenses for all employees who die at any time as a result of any injury sustained while on duty.

## **Article 48 Succession Plan Severance for Police Officers**

1. The Union and Employer agree that long term succession planning is vital to an effective
2. Police Service and the safety of the citizens within HRM. Succession planning allows the Police Service to plan for future hiring and promotions within the Police Service ranks.
3. After twenty (20) years of continuous service, and upon giving written notice to the Chief of Police of their retirement date, these employees shall be entitled to the severance package. It will be calculated on the basis of six calendar days per year, up to a maximum of 180 calendar days. This severance amount shall be calculated based on the lesser amount of their annual salary, or up to the maximum cap within the pension plan.
4. The Union agrees that all of their members are required to give 6 months notice of their retirement date, in writing, to the Chief of Police. Employees giving less than 6 months notice shall only receive 50% of the value of their severance. For example, an employee would have to give notice of their intention to retire on January 1, 2009, then they would be able to retire on July 1, 2009 and receive their full severance. (Pre-retirement leave is not part of the six months notice)
5. Officers who submit their notice of retirement and subsequently retract that notice will only be entitled to half the value of their severance package on their actual retirement date.
6. This benefit can be taken in time or money. Employees who choose to take this benefit in money shall receive a lump sum payment within 30 days following retirement.
7. Former Dartmouth Police Officers as listed in Memorandum of Understanding #9 will have the option to choose either the benefits listed in this Article (48) or the benefits as listed in MOU #9. Those officers who choose the benefits as outlined in MOU #9 will forego all benefits outlined in Articles 16 and 48. [2015]

## **Article 49 Assisting Other Police Agencies**

1. When members assist other agencies they shall be entitled to all benefits under this collective agreement provided:
  - a. When possible, permission of the Chief of Police has been requested and granted;
  - b. When on duty, the member shall not provide such assistance outside of Nova Scotia, unless permission has been granted by the Chief of Police; and
  - c. When off duty, and when it is not possible to obtain permission of the Chief of Police, such assistance shall only be provided when there is a reasonable expectation of bodily harm or death.

## **Article 50 Pensions**

1. HRM recognizes on April 1, 1996, the pension plans of the City of Halifax, City of Dartmouth, the Town of Bedford, the Halifax County Municipality and the Metropolitan Authority were consolidated into one plan known as the HRM Plan
2. Subject to the HRM Pension Plan provisions, all employees shall be provided the benefits elected under the new HRM Plan in accordance with the plan provisions.

3. In accordance with the HRM Pension plan rules and eligibility, all new employees shall become members of the HRM Plan.
4. The Region agrees there will be no amendment to any Pension Plan which alters the pension benefits or contribution levels for any member of the bargaining unit without the consent of the Union. However the parties agree that a change in benefit levels and contribution levels may be necessary, from time to time, to meet the plan funding changes. The parties agree that the contribution levels shall be adjusted to meet the Plan funding requirements in such amounts as determined by the pension committee in consultation with the plan actuary and paid in accordance with their respective plan or plans. The Union shall consent to such amendments as are necessary to accomplish this.
5. The normal retirement age for a Police Officer shall be age sixty. If a Police Officer wishes to stay past the age of sixty, he or she shall be sent for annual medicals at the employers' expense, to a physician appointed by the Region. If there is a health issue identified that would prohibit him or her from continuing to work as a Police Officer he or she can continue to work in an accommodated job, or retire. If retiring he or she is entitled to the benefits of succession leave, the employer agrees to waive the notice period.
6. Part-time employees shall be entitled to join the pension plan after 1 year of employment, subject to the rules of the Pension Plan.
7. Employees of this bargaining unit are either required to have a rule of 80 or a rule of 75 as defined within the pension plan.
8. Employees eligible for the rule of 75 are defined within the pension plan as those employees in a Public Safety Occupation. Public Safety Occupation means a sworn officer in the Police Service or the Fire Service of the Municipality. All Police Officers, Booking Officers and Court Liaison Officers are sworn officers. All Police Officers, Booking Officers and Court Liaison Officers hired after amalgamation shall have the rule of 75.

## **Article 51 Promotions**

1. Promotions will be made on the basis of skill and ability.
2. The promotional routine for the rank of Sergeant shall be as follows:
  - a. Only officers with 6 years of completed service with the Halifax Regional Police service at the time of the posting shall be eligible to participate.
  - b. The routine shall be posted by way of electronic mail.
  - c. The pass mark for an examination shall be 80%. [2015]
  - d. The Region shall interview all candidates who pass the written examination [2015]
  - e. The pass mark for the interview shall be 80%. The make-up of the interview may include role play, in-basket tests and formal interview.
  - f. The promotional list shall be comprised of all candidates who successfully complete the promotional routine, in order of seniority. [2015]
  - g. The promotional list shall expire 4 years from the date it was posted.
  - h. The Chief may deviate from the promotional list for cause. [2015]



3. The promotional routine for Staff Sergeants will consist of an examination/s and/or interview/s as determined appropriate by the Region. The promotional routine for Staff sergeant shall only be open to Sergeants. All Sergeants who meet the minimum posting requirements will be eligible to participate in the promotional routine. [2015]

## **Article 52 Contracting Out**

1. For the purposes of this Agreement "Contracting Out" occurs only when positions in the bargaining unit are eliminated as a result of a transfer of a bargaining unit function to a new employer. Nothing in this Article shall limit the Region's right to contract out.
2. The Region shall give the union as much notice as reasonably possible when bargaining unit positions are intended to be contracted out.
3. Members whose functions are contracted out and who are not hired by the new employer shall receive one month of severance for every completed year of service to a maximum of 15 months.
4. Members entitled to severance in Article 52 (3) may opt for either of the following:
  - a. a lump sum severance payment, in which case members would forego seniority and recall rights; or
  - b. payment of severance as salary continuance (with no continuation of any benefits), in which case members would retain seniority and recall rights for the period of salary continuance.
4. Members who commence re-employment before the expiry of the number of months calculated in 52(3) must receive approval from the Chief of Police and waive or reimburse the Region for any severance for the time remaining.
5. The severance in Article 52 (3) satisfies all of HRM's liabilities in relation to the loss of employment with HRM as a result of the contracting out.

## **Article 53 Police Reserves**

1. The parties agree that the utilization of trained Police Reserves shall be restricted in the following manner:
  - a. Only trained qualified recruits from the employer's cadet program shall be utilized for the Police Reserves.
  - b. Police Reserves shall be members of HRP.
  - c. The region shall not employ any more than 16 Police Reserves at one time for the duration of this collective agreement.
  - d. Police Reserves will participate in the HRP Benefit Plan.
  - e. Police Reserves shall work a minimum of 48 hours bi-weekly to a maximum of 64 hours bi-weekly.
  - f. Police Reserves shall work a minimum of a 6 hour shift.
  - g. Police Reserves shall receive 4% vacation pay for the period of their employment and will not be eligible for Vacation Leave.
  - h. Police Reserves shall only work in the Patrol Division on the watches with the exception of the following: as gate security at the Port of Halifax.

- i. All new police hires of the Department shall be from the employer's cadet program. There shall be no lateral hires into the Department when a trained list from the employer's cadet program remains in effect, without the consent of the Union.
- j. Trained Police Reserves shall not be used to forego or delay the employment of regular full-time Police Officers. The parties specifically agree that for each vacancy created in the complement of the department, the Employer will take one trained person from the employer's cadet program or Police Reserve list.
- k. Trained Police Reserves shall not work as a one person unit.
- l. The wage rate for the Police Reserves shall be \$18.00 an hour and the employer shall contribute to the benefit plan. With the exception of vacation pay, court call out, and legal defence, no other financial provisions of the collective agreement shall apply. Pay raises will be at the same percentage as the rest of the bargaining unit in accordance with MOU #2.
- m. Police Reserves shall be covered under the Workers Compensation Board (WCB).
- n. When Police Reserves are hired as full-time Police Constables, their hours worked as Police Reserves shall be calculated and those hours shall be allocated to the starting rate of pay and service benefits under the terms of the collective agreement. The start of their probationary period shall be the date they are hired as full-time Police Constables.
- o. For greater clarity, Police Reserves are only entitled to the benefits outlined above in 53 (1)(a)-(n). Police Reserves are not entitled to the following benefits contained in the collective agreement:
  - Article 7- Hours of Work (Only hours worked are as out lined above)
  - Article 8- Overtime
  - Article 9- Vacation
  - Article 10 - Statutory Holiday Leave
  - Article 11- Shift Adjustment
  - Article 18 - Call Out
  - Article 19 - Call Back During Vacation
  - Article 20 - Meal Hours and Allowance
  - Article 21 - Service Pay
  - Article 31 - Acting Rank
  - Article 33 - Transfers
  - Article 40- Shift Differential
  - Article 43 - Sick Leave
  - Article 45 - Pregnancy, Parental Adoption Leave
  - Article 52 - Contracting Out
  - Schedule A- Vacation, Statutory Holiday and Shift Adjustment Selection

## **Article 54 Part Time Call Takers & Part-time Booking Officers**

1. All provisions of this collective agreement apply to the part time Emergency Response Communicators with the exception of the following:
  - Article 7 - Hours of Work (Subsections 1-9)
  - Article 9 - Vacation
  - Article 10 - Statutory Holiday Leave
  - Article 16 - Pre-Retirement Leave
  - Article 18 - Call Out
  - Article 19 - Call Back During Vacation
  - Article 20 - Meal Hours and Allowance
  - Article 21 - Service Pay
  - Article 31 - Acting Rank
  - Article 33 - Transfers
  - Article 40- Shift Differential
  - Article 43 - Sick Leave
  - Article 45 - Pregnancy, Parental, Adoption Leave
  - Article 47 - Funeral Expenses
  - Article 52 - Contracting Out
  - Schedule A- Vacation, Statutory Holiday and Shift Adjustment Selection
- [2015]
2. All part time Emergency Response Communicators shall have the right to have 2 cycles off without pay, where they will not be required to work, the time of which shall be picked after all leave has been picked by full time staff. [2015]
3. The Region and Union agree that there shall be no more than twelve (12) part time Emergency Response Communicators. [2015]
4. When scheduled to work, the part time Emergency Response Communicators & Booking Officers shall be scheduled a minimum of four (4) continuous hours of work per shift with a minimum of 20 hours per week. They shall work as assigned by the manager, and their schedule shall be posted two (2) weeks in advance. Part timers shall not be required to work any more than 40 hours in any week. [2015]
5. When full time positions become available the current part time Emergency Response Communicators & Booking Officers shall fill the vacancies by seniority provided they have satisfactory OPF's and pending any current performance issues. Anyone hired after the signing of this collective agreement will be required to apply for full time positions when they become available. All things being equal the senior qualified Emergency Response Communicators shall fill the vacancy. [2015]
6. Part time Emergency Response Communicators shall be paid overtime at time and a half for all hours worked in excess of 35 hours in any week. [2015]

## **Article 55 Extra Duty**

1. The Employer agrees that the Union has the right to set their own extra duty rate.
2. The Union agrees that the Employer has the right to charge their administration cost to the extra duty rate, and that they are bound by the extra duty policy as set by the Chief of Police and approved by the Police Commission.
3. The Employer will maintain extra duty lists and will pick up the list where it leaves off each time.
4. If extra duty work cannot be filled on a voluntary basis, the Employer shall call officers in and compensate those officers at the appropriate overtime rate. If Officers are ordered in, the Employer agrees to order them in starting in reverse order of Seniority.
5. The Employer agrees to maintain the call out list, the Union executive shall have the right to review the list monthly.
6. The Union agrees that overtime is mandatory, not voluntary.

## **Article 56 Discretionary Leave**

The Employer agrees to grant HRP A employees the Discretionary Leave provisions granted to HRM Non-Union employees. The Non-Union Discretionary Leave Policy is as follows:

“Consideration will be given on a case by case basis to granting requests for discretionary leave, either paid or unpaid, made to address unusual circumstances. In considering such requests, managers have a responsibility to ensure that operational requirements are met. Extended periods of leave require the approval of the applicable Director or General Manager. Leave will not be granted for requests to work for another employer.

During any period of unpaid leave for which benefit coverage is continued, the employee is responsible for the full cost of benefit premiums”

The Chief of Police will review all requests for Discretionary Leave, and determine whether or not to grant the request. The decision of the Chief in the matter of granting Discretionary Leave is final, binding and non arbitral.

## **Article 57 Leave Request, Cancellation of Leave and Switching Shifts**

1. When an employee has been granted time off in lieu for overtime hours banked, the Region agrees not to cancel this request within seven days of the scheduled time off.
2. The Union agrees that no employees’ time off in lieu shall be considered to be approved prior to seven days before the day of the leave. The Region agrees to notify the employee of the approval or rejection of the request seven days prior to the requested time off in lieu date.
3. The Union agrees that employees can switch shifts. The employee who switches shifts and fails to show up for the agreed upon shift shall have the time deducted from their

time banks. The Region will have a form developed for the purposes of identifying those who have agreed to switch shifts and the dates involved.

### **Article 58      Former Dartmouth Sick Leave**

The members listed in the table below shall be entitled to, upon retirement, the cash value of the hours below times their hourly rate of pay at the time of their retirement or the benefits as outlined in Articles 16 and 48.

<b><u>Member</u></b>	<b><u>Number of Hours</u></b>
Dent, Susan	1,040
Flewwelling, Ian	1,033
Murray, Steven	972
Warnell, Barry	1,040

### **Article 59      Watch Accommodation for Members**

All efforts will be made to place two (2) parties on the Watches of their choice if they are:

- (a) Both members of HRP A who are married and/or they are both members of HRP A who have resided in a common-law relationship for at least a period of 1 year; and
- (b) Both parties understand that this will not be possible at all times due to operational requirements

### **Article 60      Temporary Employees**

#### **1. APPLICATION OF COLLECTIVE AGREEMENT**

“Temporary Employee” means: (1) an employee who is hired to replace an employee who is absent from her/his permanent position where the Employer has chosen to cover off that permanent position for a period of time, or (2) an employee who is hired into a bargaining unit position for a defined period of time, neither temporary position nor temporary employee to exceed 12 months without the agreement of the Union.

Temporary Employees are not covered by any provisions of the Collective Agreement except as set out in this Article 60:

#### **2. GENERAL CONDITIONS**

- (a) Temporary Employees filling temporary positions or temporary replacements that end on the anticipated end date are not entitled to any notice.
- (b) Temporary positions or temporary replacements may be ended at any time before the anticipated end date. Temporary positions or temporary replacements that end before the anticipated end date shall receive notice in accordance with the Labour Standards Code.

- (c) Temporary Employees shall serve a one-year probationary period; during this period they may be terminated in the sole discretion of the Employer. A Temporary Employee who obtains a permanent position will serve a new probationary period upon commencement of the permanent position.

**3. PAY AND BENEFITS**

- (a) Temporary Employees shall be paid the 0-1 year rate of pay associated with the position they are filling.
- (b) Temporary Employees are not eligible to participate in the HRM Pension Plan.
- (c) Temporary Employees are not eligible for group medical benefits nor are their wages included for purposes of benefits funding.

**4. HOURS OF WORK AND OVERTIME**

- (a) Temporary Employees will work the hours assigned by the Employer in accordance with the hours of work for the job they are filling as set out in Article 7 and are entitled to a meal hour in accordance with Article 20.
- (b) Temporary Employees are entitled to overtime pay in the same manner as employees in accordance with Article 8.
- (c) Where applicable, Temporary Employees are entitled to Court Time compensation in accordance with in Article 17.

**5. LEAVES**

- (a) Temporary Employees shall receive vacation pay of four per cent (4%). However, in the event of a union approved extension, an employee in a temporary position for longer than twelve (12) months is also entitled to two (2) weeks of unpaid vacation per year, the time of which shall be picked after all leave has been picked by permanent staff.
- (b) Temporary Employees shall receive holidays in accordance with Article 10.
- (c) Temporary Employees shall receive pregnancy/parental leave in accordance with the Labour Standards Code.
- (d) Temporary Employees shall be entitled to benefits in accordance with Article 12, Compassionate Leave.
- (e) Temporary Employees shall be covered by WCB; whether sworn officers or not.

**6. UNION REPRESENTATION**

- (a) Temporary Employees are required to pay Union dues.
- (b) Temporary Employees are covered by the grievance/arbitration process pursuant to Article 29.

## **Article 61**      **Duration and Termination**

1. This agreement shall be deemed to have come into force and effect on April 1, 2015 and shall continue in full force and effect until March 31, 2020. Entitlements to previously existing benefits that are calculated based on wage rates shall be applied retroactively from April 1, 2015, to the signing of this collective agreement. Entitlement to newly established benefits will commence with the signing of this collective agreement. [2015]
2. Notice will be in writing and served in the following manner;
  - a. If given by the employer, it must be served by personal service or registered mail, upon the President or the Secretary of the Union.
  - b. If given by the union, it must be served by personal service or registered mail upon the Chief Administrative Officer or the Director of Human Resources of the Halifax Regional Municipality.
  - c. When either party provides notice, or on an otherwise mutually agreeable date, collective bargaining shall commence pursuant to the provisions of the ***Trade Union Act*** (Nova Scotia).
3. This agreement may be amended at any time during its term, provided the two (2) parties sign an agreement in writing to the amendment.

## **Article 62**      **Benefit and Binding**

This agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto and their successors.

**SIGNED, SEALED AND DELIVERED**

In the presence of

Ken Benoit

Senia Osore

WITNESS

Mr. [Signature]

WITNESS

**HALIFAX REGIONAL MUNICIPALITY**

PER: [Signature]

MAYOR

PER: [Signature]

CLERK

**HALIFAX REGIONAL POLICE ASSOCIATION**

PER: [Signature]

PRESIDENT

PER: [Signature]

SECRETARY

PER: [Signature]

VICE PRESIDENT

PER: [Signature]

TREASURER

PER: [Signature]

DIRECTOR

PER: [Signature]

DIRECTOR

PER: [Signature]

DIRECTOR

SIGNED THIS 15 DAY OF March, 20 17

Note: This Collective Agreement has been amended to replace Article 44. Article 44 was replaced effective September 1, 2019 by way of a mutual agreement between the parties signed October 8, 2019.



**Schedule A    Vacation, Holiday, and Shift Adjustment Leave Selection**

**Calculations**

1. For the purpose of this Schedule, any calculation which does not result in a whole number will be rounded according to the following rules:
  - a. Any number less than .50 will be rounded down.
  - b. Any number greater or equal to .50 will be rounded up.
  - c. A number between 1.1 and 1.4 will be rounded up to 2
2. In no case will the number of employees allowed off on leave be less than 1.
3. For the purpose of this Schedule, all calculations will be based on anticipated staffing levels for the following calendar year as reflected in the staff lists distributed by the Employer on December 1<sup>st</sup>. [2015]

**Seconded Employees**

1. All seconded employees shall take their vacation within the calendar year.
2. Seconded employees shall not be included in any calculation required under this Schedule. [2015]

**Patrol Division- Watches:**

In order to meet operational needs, the Employer will rebalance the watches prior to January 1, 2018 to equitably distribute seniority, gender and operational skill sets.

After the initial rebalancing for January 1, 2018, the employer will rebalance on the following schedule:

NCOs	Every 2 years beginning in 2020
Constables	Every 4 years beginning in 2022

Notwithstanding the above, rebalancing outside of these timelines can be done with the agreement of both parties.

By December 1<sup>st</sup> of each calendar year, Human Resources will forward staff lists to the watches. During that month of December the Sgts and Csts on the watches shall pick their Divisional work assignments for the following year. Once work assignment is picked, the leave picking shall start in order of Seniority following the limitations set out in the tables below. All Leave for the following year must be picked and submitted to the Employer by December 31<sup>st</sup>. [2015]

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
S/Sgts on a Watch	- S/Sgt's on a watch shall pick separately -
Sgts on squad- West Division	- A maximum of 1 off on any type of leave
Sgts on squad-Central Division	- A maximum of 1 off on any type of leave

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
Sgts on squad-East Division	- A maximum of 1 off on any type of leave
West Division Csts	- A maximum of 20% off on any type of leave per watch
Central Division Csts	- A maximum of 20% off on any type of leave per watch
East Division Csts	- A maximum of 20% off on any type of leave per watch
Booking Officers	- A maximum of 20% off on any type of leave per watch
K-9	- A maximum of 20% off on any type of leave per watch

[2015]

**Patrol Division:**

The rest of the Patrol Division shall pick the vacation in seniority within the units below They shall start picking their leave in December of each year. All Leave for the following year must be picked and submitted to the employer by December 31<sup>st</sup>.

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
CROs West Division	A maximum of 20% off on any type of leave
CROs Central Division	A maximum of 20% off on any type of leave
CROs East Division	A maximum of 20% off on any type of leave
CRCP	- Cst – A maximum of 20% off on any type of leave
Patrol Support S/Sgt and CRCP NCO	- Pick together; A maximum of 20% off on any type of leave
MMHCT	- A maximum of 20% off on any type of leave
LEU Sgt and Csts	- Pick together; A maximum of 20% off on any type of leave
Ports Sgt and Csts	- Pick together; A maximum of 20% off on any type of leave
Quick Response Unit NCOs	- NCOs pick together. A maximum of 20% off on any type of leave
Central Quick Response Unit Csts	A maximum of 20% off on any type of leave
West Quick Response Unit Csts	A maximum of 20% off on any type of leave
East Quick Response Unit Csts	A maximum of 20% off on any type of leave
Traffic	- NCO picks separate. A maximum of 20% off on any type of leave - Cst – A maximum of 20% off on any type of leave

[2015]

The rest of the Police Service shall pick the vacation in seniority within the units below. They shall start picking their leave in December of each year. All Leave for the following year must be picked and submitted to the employer by December 31<sup>st</sup>. [2015]

**Office of the Chief of Police:**

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
Oversight and Risk Management	- All NCOs pick together. A maximum of 20% off on any type of leave
Internal Communications, Public Affairs & Media Relations	- A maximum of 20% off on any type of leave

[2015]

**Administration:**

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
S.Sgts	- A maximum of 20% off on any type of leave
Sgts	- A maximum of 20% off on any type of leave
CST's and Training Curriculum Coordinator	- A maximum of 20% off on any type of leave
Court Liaison Officers	- A maximum of 20% off on any type of leave
Functional Analyst	- A maximum of 20% off on any type of leave
Youth Court Officers	- A maximum of 20% off on any type of leave

[2015]

**Criminal Investigation Division:**

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
S/Sgts	- A maximum of 20% off on any type of leave
SIS Sgts	- A maximum of 20% off on any type of leave
GIS Sgts	- A maximum of 20% off on any type of leave
SES Sgts	- A maximum of 20% off on any type of leave
ISO Sgts	- A maximum of 20% off on any type of leave
SIS Csts (Homicide, SAIT, HEAT)	- A maximum of 20% off on any type of leave
GIS Csts (B&E, Robbery, Auto Theft, Fraud)	- A maximum of 20% off on any type of leave
SES Csts (Drugs, VICE, Guns & Gangs, ICE)	- A maximum of 20% off on any type of leave
ISO Csts - Technical/CIU	- A maximum of 20% off on any type of leave
ISO Csts - Ident Csts	- A maximum of 20% off on any type of leave
ISO - Polygraph	- A maximum of 20% off on any type of leave
Crime Analysts	- A maximum of 20% off on any type of leave
Intercept Monitors	- A maximum of 20% off on any type of leave
Civilians - FIS	- A maximum of 20% off on any type of leave
Civilians - Computer Forensics, Technical Surveillance)	- A maximum of 20% off on any type of leave

[2015]

### **Integrated Emergency Service**

In December of each year the Supervisors, and Emergency Response Communicators in the IES working the 12 hour shift rotation shall pick their Leave for the following year in order of Seniority on each watch described below. This pick process shall be completed and submitted to the employer by December 31<sup>st</sup>. [2015]

<b>Watch/Section/Unit</b>	<b>Number of Employees Allowed on Leave</b>
Supervisors	- Supervisors pick separate from Emergency Response Communicators A maximum of 20% off on any type of leave.
Emergency Response Communicators	- For the purposes of ensuring all full-time Emergency Response Communicators in IES are able to take their entire vacation entitlement in a given year, a maximum of 4, or 20% of full-time Emergency Response Communicators, whichever is greater, off on any type of leave.

Note: There shall be no more than 12 part-time Emergency Response Communicators in Integrated Emergency Services. The region shall not revisit this number again during the duration of the collective agreement.  
[2015]































**Schedule C      Wages**

<b>HRPA Salary</b>		<b>April 1, 2015 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Staff Sgt	1 Plus Year	\$115,425.76	\$55.28	\$4,422.44
Staff Sgt	0-1 Year	\$110,881.44	\$53.10	\$4,248.33
Sgt	3 Plus Years	\$108,154.84	\$51.80	\$4,143.86
Sgt	2-3 Years	\$101,792.79	\$48.75	\$3,900.11
Sgt	1-2 Years	\$98,157.34	\$47.01	\$3,760.82
Sgt	0-1 Year	\$94,521.88	\$45.27	\$3,621.53
<b>Cst</b>	<b>4 Plus Years</b>	<b>\$90,886.42</b>	<b>\$43.53</b>	<b>\$3,482.24</b>
Cst	3-4 Years	\$77,253.46	\$37.00	\$2,959.90
Cst	2-3 Years	\$67,255.95	\$32.21	\$2,576.86
Cst	1-2 Years	\$59,076.18	\$28.29	\$2,263.45
Cst	0-1 Year	\$54,531.85	\$26.12	\$2,089.34
Reserve Police Officer			\$23.40	
Booking Tech	4 Plus Years	\$69,982.55	\$33.52	\$2,681.32
Booking Tech	3-4 Years	\$63,620.50	\$30.47	\$2,437.57
Booking Tech	2-3 Years	\$59,076.18	\$28.29	\$2,263.45
Booking Tech	1-2 Years	\$55,440.72	\$26.55	\$2,124.17
Booking Tech	0-1 Year	\$50,896.40	\$24.38	\$1,950.05
Lab Tech	2 Plus Years	\$63,620.50	\$30.47	\$2,437.57
Lab Tech	1-2 Years	\$52,714.13	\$25.25	\$2,019.70
Lab Tech	0-1 Years	\$49,078.67	\$23.51	\$1,880.41
Communications Advisor	1 Plus Year	\$82,706.65	\$39.61	\$3,168.84
Communications Advisor	0-1 Year	\$78,162.32	\$37.43	\$2,994.73
Court Officer	1 Plus Year	\$68,164.82	\$32.65	\$2,611.68

<b>HRPA Salary</b>		<b>April 1, 2015 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Court Officer	0-1 Year	\$63,620.50	\$30.47	\$2,437.57
Analysis	3+ Years	\$65,892.66	\$31.56	\$2,524.62
Analysis	2-3 Years	\$63,620.50	\$30.47	\$2,437.57
Analysis	1-2 Years	\$54,531.85	\$26.12	\$2,089.34
Analysis	0-1 Years	\$45,443.21	\$21.76	\$1,741.12
Dispatch Supervisor	1 Plus Year	\$79,071.19	\$37.87	\$3,029.55
Dispatch Supervisor	0-1 Year	\$75,435.73	\$36.13	\$2,890.26
Emergency Response Communicator	4 Plus Years	\$72,709.14	\$34.82	\$2,785.79
Emergency Response Communicator	3-4 Years	\$67,255.95	\$32.21	\$2,576.86
Emergency Response Communicator	2-3 Years	\$65,438.22	\$31.34	\$2,507.21
Emergency Response Communicator	1-2 Years	\$59,985.04	\$28.73	\$2,298.28
Emergency Response Communicator	0-1 Year	\$57,258.45	\$27.42	\$2,193.81
Computer Forensic/Tech	2 Plus Years	\$86,342.10	\$41.35	\$3,308.13
Computer Forensic/Tech	1-2 Years	\$81,797.78	\$39.18	\$3,134.01
Computer Forensic/Tech	0-1 Year	\$77,253.46	\$37.00	\$2,959.90
Functional Analysis	3 Plus	\$72,709.14	\$34.82	\$2,785.79
Functional Analysis	2-3 Years	\$68,164.82	\$32.65	\$2,611.68
Functional Analysis	1-2 Years	\$63,620.50	\$30.47	\$2,437.57

<b>HRPA Salary</b>		<b>April 1, 2015 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Functional Analysis	0-1 Year	\$59,076.18	\$28.29	\$2,263.45
Training Coordinator	1+ Years	\$78,757.88	\$37.72	\$3,017.54
Training Coordinator	0-1 Year	\$75,007.50	\$35.92	\$2,873.85
Intercept Monitor	2+ Years	\$55,667.93	\$26.66	\$2,132.87
Intercept Monitor	1-2 Years	\$49,987.53	\$23.94	\$1,915.23
Intercept Monitor	0-1 Year	\$45,443.21	\$21.76	\$1,741.12
Part Time Emergency Response Communicator			\$23.24	
Part Time Booking			\$23.24	

HRPA Salary		April 1, 2016 2.75%		
Rank	Steps	Salary	Hourly	BiWeekly
Staff Sgt	1 Plus Year	\$118,599.97	\$56.80	\$4,544.06
Staff Sgt	0-1 Year	\$113,930.68	\$54.56	\$4,365.16
Sgt	3 Plus Years	\$111,129.10	\$53.22	\$4,257.82
Sgt	2-3 Years	\$104,592.10	\$50.09	\$4,007.36
Sgt	1-2 Years	\$100,856.66	\$48.30	\$3,864.24
Sgt	0-1 Year	\$97,121.23	\$46.51	\$3,721.12
<b>Cst</b>	<b>4 Plus Years</b>	<b>\$93,385.80</b>	<b>\$44.72</b>	<b>\$3,578.00</b>
Cst	3-4 Years	\$79,377.93	\$38.02	\$3,041.30
Cst	2-3 Years	\$69,105.49	\$33.10	\$2,647.72
Cst	1-2 Years	\$60,700.77	\$29.07	\$2,325.70
Cst	0-1 Year	\$56,031.48	\$26.83	\$2,146.80
Reserve Police Officer			\$24.04	
Booking Tech	4 Plus Years	\$71,907.07	\$34.44	\$2,755.06
Booking Tech	3-4 Years	\$65,370.06	\$31.31	\$2,504.60
Booking Tech	2-3 Years	\$60,700.77	\$29.07	\$2,325.70
Booking Tech	1-2 Years	\$56,965.34	\$27.28	\$2,182.58
Booking Tech	0-1 Year	\$52,296.05	\$25.05	\$2,003.68
Lab Tech	2 Plus Years	\$65,370.06	\$31.31	\$2,504.60
Lab Tech	1-2 Years	\$54,163.76	\$25.94	\$2,075.24
Lab Tech	0-1 Years	\$50,428.33	\$24.15	\$1,932.12
Communications Advisor	1 Plus Year	\$84,981.08	\$40.70	\$3,255.98
Communications Advisor	0-1 Year	\$80,311.79	\$38.46	\$3,077.08
Court Officer	1 Plus Year	\$70,039.35	\$33.54	\$2,683.50
Court Officer	0-1 Year	\$65,370.06	\$31.31	\$2,504.60

<b>HRPA Salary</b>		<b>April 1, 2016 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Analysis	3+ Years	\$70,039.35	\$33.54	\$2,683.50
Analysis	2-3 Years	\$65,370.06	\$31.31	\$2,504.60
Analysis	1-2 Years	\$56,031.48	\$26.83	\$2,146.80
Analysis	0-1 Years	\$46,692.90	\$22.36	\$1,789.00
Dispatch Supervisor	1 Plus Year	\$81,245.65	\$38.91	\$3,112.86
Dispatch Supervisor	0-1 Year	\$77,510.21	\$37.12	\$2,969.74
Emergency Response Communicator	4 Plus Years	\$74,708.64	\$35.78	\$2,862.40
Emergency Response Communicator	3-4 Years	\$69,105.49	\$33.10	\$2,647.72
Emergency Response Communicator	2-3 Years	\$67,237.78	\$32.20	\$2,576.16
Emergency Response Communicator	1-2 Years	\$61,634.63	\$29.52	\$2,361.48
Emergency Response Communicator	0-1 Year	\$58,833.05	\$28.18	\$2,254.14
Computer Forensic/Tech	2 Plus Years	\$88,716.51	\$42.49	\$3,399.10
Computer Forensic/Tech	1-2 Years	\$84,047.22	\$40.25	\$3,220.20
Computer Forensic/Tech	0-1 Year	\$79,377.93	\$38.02	\$3,041.30
Functional Analysis	3 Plus	\$74,708.64	\$35.78	\$2,862.40
Functional Analysis	2-3 Years	\$70,039.35	\$33.54	\$2,683.50
Functional Analysis	1-2 Years	\$65,370.06	\$31.31	\$2,504.60
Functional Analysis	0-1 Year	\$60,700.77	\$29.07	\$2,325.70

<b>HRPA Salary</b>		<b>April 1, 2016 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Training Coordinator	1+ Years	\$80,923.72	\$38.76	\$3,100.53
Training Coordinator	0-1 Year	\$77,070.21	\$36.91	\$2,952.88
Intercept Monitor	2+ Years	\$58,366.12	\$27.95	\$2,236.25
Intercept Monitor	1-2 Years	\$51,362.19	\$24.60	\$1,967.90
Intercept Monitor	0-1 Year	\$46,692.90	\$22.36	\$1,789.00
Part Time Emergency Response Communicator			\$23.88	
Part Time Booking			\$23.88	

HRPA Salary		April 1, 2017 2.75%		
Rank	Steps	Salary	Hourly	BiWeekly
Staff Sgt	1 Plus Year	\$121,861.47	\$58.36	\$4,669.02
Staff Sgt	0-1 Year	\$117,063.77	\$56.07	\$4,485.20
Sgt	3 Plus Years	\$114,185.15	\$54.69	\$4,374.91
Sgt	2-3 Years	\$107,468.38	\$51.47	\$4,117.56
Sgt	1-2 Years	\$103,630.22	\$49.63	\$3,970.51
Sgt	0-1 Year	\$99,792.07	\$47.79	\$3,823.45
<b>Cst</b>	<b>4 Plus Years</b>	<b>\$95,953.91</b>	<b>\$45.95</b>	<b>\$3,676.39</b>
Cst	3-4 Years	\$81,560.82	\$39.06	\$3,124.94
Cst	2-3 Years	\$71,005.89	\$34.01	\$2,720.53
Cst	1-2 Years	\$62,370.04	\$29.87	\$2,389.66
Cst	0-1 Year	\$57,572.35	\$27.57	\$2,205.84
Reserve Police Officer			\$24.70	
Booking Tech	4 Plus Years	\$73,884.51	\$35.39	\$2,830.82
Booking Tech	3-4 Years	\$67,167.74	\$32.17	\$2,573.48
Booking Tech	2-3 Years	\$62,370.04	\$29.87	\$2,389.66
Booking Tech	1-2 Years	\$58,531.88	\$28.03	\$2,242.60
Booking Tech	0-1 Year	\$53,734.19	\$25.73	\$2,058.78
Lab Tech	2 Plus Years	\$67,167.74	\$32.17	\$2,573.48
Lab Tech	1-2 Years	\$55,653.27	\$26.65	\$2,132.31
Lab Tech	0-1 Years	\$51,815.11	\$24.82	\$1,985.25
Communications Advisor	1 Plus Year	\$87,318.06	\$41.82	\$3,345.52
Communications Advisor	0-1 Year	\$82,520.36	\$39.52	\$3,161.70
Court Officer	1 Plus Year	\$71,965.43	\$34.47	\$2,757.30
Court Officer	0-1 Year	\$67,167.74	\$32.17	\$2,573.48



<b>HRPA Salary</b>		<b>April 1, 2017 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Analysis	3+ Years	\$74,364.28	\$35.62	\$2,849.21
Analysis	2-3 Years	\$67,167.74	\$32.17	\$2,573.48
Analysis	1-2 Years	\$57,572.35	\$27.57	\$2,205.84
Analysis	0-1 Years	\$47,976.95	\$22.98	\$1,838.20
Dispatch Supervisor	1 Plus Year	\$83,479.90	\$39.98	\$3,198.46
Dispatch Supervisor	0-1 Year	\$79,641.74	\$38.14	\$3,051.41
Emergency Response Communicator	4 Plus Years	\$76,763.13	\$36.76	\$2,941.12
Emergency Response Communicator	3-4 Years	\$71,005.89	\$34.01	\$2,720.53
Emergency Response Communicator	2-3 Years	\$69,086.81	\$33.09	\$2,647.00
Emergency Response Communicator	1-2 Years	\$63,329.58	\$30.33	\$2,426.42
Emergency Response Communicator	0-1 Year	\$60,450.96	\$28.95	\$2,316.13
Computer Forensic/Tech	2 Plus Years	\$91,156.21	\$43.66	\$3,492.58
Computer Forensic/Tech	1-2 Years	\$86,358.52	\$41.36	\$3,308.76
Computer Forensic/Tech	0-1 Year	\$81,560.82	\$39.06	\$3,124.94
Functional Analysis	3 Plus	\$76,763.13	\$36.76	\$2,941.12
Functional Analysis	2-3 Years	\$71,965.43	\$34.47	\$2,757.30
Functional Analysis	1-2 Years	\$67,167.74	\$32.17	\$2,573.48
Functional Analysis	0-1 Year	\$62,370.04	\$29.87	\$2,389.66

<b>HRPA Salary</b>		<b>April 1, 2017 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Training Coordinator	1+ Years	\$83,149.12	\$39.82	\$3,185.79
Training Coordinator	0-1 Year	\$79,189.64	\$37.93	\$3,034.09
Intercept Monitor	2+ Years	\$61,170.62	\$29.30	\$2,343.70
Intercept Monitor	1-2 Years	\$52,774.65	\$25.28	\$2,022.02
Intercept Monitor	0-1 Year	\$47,976.95	\$22.98	\$1,838.20
Part Time Emergency Response Communicator			\$24.54	
Part Time Booking			\$24.54	

2018		April 1, 2018 2.75%		
Rank	Steps	Salary	Hourly	BiWeekly
Staff Sgt	1 Plus Year	\$125,212.66	\$59.97	\$4,797.42
Staff Sgt	0-1 Year	\$120,283.02	\$57.61	\$4,608.54
Sgt	3 Plus Years	\$117,325.24	\$56.19	\$4,495.22
Sgt	2-3 Years	\$110,423.76	\$52.88	\$4,230.80
Sgt	1-2 Years	\$106,480.05	\$51.00	\$4,079.70
Sgt	0-1 Year	\$102,536.35	\$49.11	\$3,928.60
<b>Cst</b>	<b>4 Plus Years</b>	<b>\$98,592.64</b>	<b>\$47.22</b>	<b>\$3,777.50</b>
Cst	3-4 Years	\$83,803.75	\$40.14	\$3,210.87
Cst	2-3 Years	\$72,958.56	\$34.94	\$2,795.35
Cst	1-2 Years	\$64,085.22	\$30.69	\$2,455.37
Cst	0-1 Year	\$59,155.59	\$28.33	\$2,266.50
Reserve Police Officer			\$25.38	
Booking Tech	4 Plus Years	\$75,916.33	\$36.36	\$2,908.67
Booking Tech	3-4 Years	\$69,014.85	\$33.05	\$2,644.25
Booking Tech	2-3 Years	\$64,085.22	\$30.69	\$2,455.37
Booking Tech	1-2 Years	\$60,141.51	\$28.80	\$2,304.27
Booking Tech	0-1 Year	\$55,211.88	\$26.44	\$2,115.40
Lab Tech	2 Plus Years	\$69,014.85	\$33.05	\$2,644.25
Lab Tech	1-2 Years	\$57,183.73	\$27.39	\$2,190.95
Lab Tech	0-1 Years	\$53,240.03	\$25.50	\$2,039.85
Communications Advisor	1 Plus Year	\$89,719.30	\$42.97	\$3,437.52
Communications Advisor	0-1 Year	\$84,789.67	\$40.61	\$3,248.65
Court Officer	1 Plus Year	\$73,944.48	\$35.41	\$2,833.12
Court Officer	0-1 Year	\$69,014.85	\$33.05	\$2,644.25

<b>2018</b>		<b>April 1, 2018 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Analysis	3+ Years	\$78,874.11	\$37.77	\$3,022.00
Analysis	2-3 Years	\$69,014.85	\$33.05	\$2,644.25
Analysis	1-2 Years	\$59,155.59	\$28.33	\$2,266.50
Analysis	0-1 Years	\$49,296.32	\$23.61	\$1,888.75
Dispatch Supervisor	1 Plus Year	\$85,775.60	\$41.08	\$3,286.42
Dispatch Supervisor	0-1 Year	\$81,831.89	\$39.19	\$3,135.32
Emergency Response Communicator	4 Plus Years	\$78,874.11	\$37.77	\$3,022.00
Emergency Response Communicator	3-4 Years	\$72,958.56	\$34.94	\$2,795.35
Emergency Response Communicator	2-3 Years	\$70,986.70	\$34.00	\$2,719.80
Emergency Response Communicator	1-2 Years	\$65,071.14	\$31.16	\$2,493.15
Emergency Response Communicator	0-1 Year	\$62,113.36	\$29.75	\$2,379.82
Computer Forensic/Tech	2 Plus Years	\$93,663.01	\$44.86	\$3,588.62
Computer Forensic/Tech	1-2 Years	\$88,733.38	\$42.50	\$3,399.75
Computer Forensic/Tech	0-1 Year	\$83,803.75	\$40.14	\$3,210.87
Functional Analysis	3 Plus	\$78,874.11	\$37.77	\$3,022.00
Functional Analysis	2-3 Years	\$73,944.48	\$35.41	\$2,833.12
Functional Analysis	1-2 Years	\$69,014.85	\$33.05	\$2,644.25
Functional Analysis	0-1 Year	\$64,085.22	\$30.69	\$2,455.37

<b>2018</b>		<b>April 1, 2018 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Training Coordinator	1+ Years	\$85,435.72	\$40.92	\$3,273.40
Training Coordinator	0-1 Year	\$81,367.35	\$38.97	\$3,117.52
Intercept Monitor	2+ Years	\$64,085.22	\$30.69	\$2,455.37
Intercept Monitor	1-2 Years	\$54,225.95	\$25.97	\$2,077.62
Intercept Monitor	0-1 Year	\$49,296.32	\$23.61	\$1,888.75
Part Time Emergency Response Communicator			\$25.21	
Part Time Booking			\$25.21	

HRPA Salary		April 1, 2019 2.75%		
Rank	Steps	Salary	Hourly	BiWeekly
Staff Sgt	1 Plus Year	\$128,656.00	\$61.62	\$4,929.35
Staff Sgt	0-1 Year	\$123,590.81	\$59.19	\$4,735.28
Sgt	3 Plus Years	\$120,551.69	\$57.74	\$4,618.84
Sgt	2-3 Years	\$113,460.41	\$54.34	\$4,347.14
Sgt	1-2 Years	\$109,408.25	\$52.40	\$4,191.89
Sgt	0-1 Year	\$105,356.10	\$50.46	\$4,036.63
<b>Cst</b>	<b>4 Plus Years</b>	<b>\$101,303.94</b>	<b>\$48.52</b>	<b>\$3,881.38</b>
Cst	3-4 Years	\$86,108.35	\$41.24	\$3,299.17
Cst	2-3 Years	\$74,964.92	\$35.90	\$2,872.22
Cst	1-2 Years	\$65,847.56	\$31.54	\$2,522.90
Cst	0-1 Year	\$60,782.36	\$29.11	\$2,328.83
Reserve Police Officer			\$26.08	
Booking Tech	4 Plus Years	\$78,004.03	\$37.36	\$2,988.66
Booking Tech	3-4 Years	\$70,912.76	\$33.96	\$2,716.96
Booking Tech	2-3 Years	\$65,847.56	\$31.54	\$2,522.90
Booking Tech	1-2 Years	\$61,795.40	\$29.60	\$2,367.64
Booking Tech	0-1 Year	\$56,730.21	\$27.17	\$2,173.57
Lab Tech	2 Plus Years	\$70,912.76	\$33.96	\$2,716.96
Lab Tech	1-2 Years	\$58,756.29	\$28.14	\$2,251.20
Lab Tech	0-1 Years	\$54,704.13	\$26.20	\$2,095.94
Communications Advisor	1 Plus Year	\$92,186.59	\$44.15	\$3,532.05
Communications Advisor	0-1 Year	\$87,121.39	\$41.72	\$3,337.98
Court Officer	1 Plus Year	\$75,977.95	\$36.39	\$2,911.03
Court Officer	0-1 Year	\$70,912.76	\$33.96	\$2,716.96

<b>HRPA Salary</b>		<b>April 1, 2019 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Analysis	3+ Years	\$81,043.15	\$38.81	\$3,105.10
Analysis	2-3 Years	\$70,912.76	\$33.96	\$2,716.96
Analysis	1-2 Years	\$60,782.36	\$29.11	\$2,328.83
Analysis	0-1 Years	\$50,651.97	\$24.26	\$1,940.69
Dispatch Supervisor	1 Plus Year	\$88,134.43	\$42.21	\$3,376.80
Dispatch Supervisor	0-1 Year	\$84,082.27	\$40.27	\$3,221.54
Emergency Response Communicator	4 Plus Years	\$81,043.15	\$38.81	\$3,105.10
Emergency Response Communicator	3-4 Years	\$74,964.92	\$35.90	\$2,872.22
Emergency Response Communicator	2-3 Years	\$72,938.84	\$34.93	\$2,794.59
Emergency Response Communicator	1-2 Years	\$66,860.60	\$32.02	\$2,561.71
Emergency Response Communicator	0-1 Year	\$63,821.48	\$30.57	\$2,445.27
Computer Forensic/Tech	2 Plus Years	\$96,238.74	\$46.09	\$3,687.31
Computer Forensic/Tech	1-2 Years	\$91,173.55	\$43.67	\$3,493.24
Computer Forensic/Tech	0-1 Year	\$86,108.35	\$41.24	\$3,299.17
Functional Analysis	3 Plus	\$81,043.15	\$38.81	\$3,105.10
Functional Analysis	2-3 Years	\$75,977.95	\$36.39	\$2,911.03
Functional Analysis	1-2 Years	\$70,912.76	\$33.96	\$2,716.96
Functional Analysis	0-1 Year	\$65,847.56	\$31.54	\$2,522.90

<b>HRPA Salary</b>		<b>April 1, 2019 2.75%</b>		
<b>Rank</b>	<b>Steps</b>	<b>Salary</b>	<b>Hourly</b>	<b>BiWeekly</b>
Training Coordinator	1+ Years	\$87,785.20	\$42.04	\$3,363.42
Training Coordinator	0-1 Year	\$83,604.95	\$40.04	\$3,203.25
Intercept Monitor	2+ Years	\$65,847.56	\$31.54	\$2,522.90
Intercept Monitor	1-2 Years	\$55,717.17	\$26.68	\$2,134.76
Intercept Monitor	0-1 Year	\$50,651.97	\$24.26	\$1,940.69
Part Time Emergency Response Communicator			\$25.91	
Part Time Booking			\$25.91	



**Schedule D      Vacation Entitlements**

	<b>Vacation Entitlements - Sworn</b>	<b>48 hour work week</b>	<b>40 hour work week**</b>				
	<b>0 - 1 years</b>	<b>8 hrs/month</b>	<b>8 hrs/month</b>				
	<b>1 - 5 years</b>	<b>2 cycles - 96 hours</b>	<b>3 weeks - 120 hours</b>				
	<b>6 - 10 years</b>	<b>3 cycles 144 hours</b>	<b>4 weeks - 160 hours</b>				
	<b>11 - 15 years</b>	<b>4 cycles - 192 hours</b>	<b>5 weeks - 200 hours</b>				
	<b>16 - 24 years</b>	<b>5 cycles - 240 hours</b>	<b>6 weeks - 240 hours</b>				
	<b>25 plus years</b>	<b>6 cycles - 288 hours</b>	<b>7 weeks - 280 hours</b>				

Year of Hire	2015		2016		2017	
	Service*	Entitlement	Service*	Entitlement	Service*	Entitlement
Pre-1990	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1990	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1991	16-24	5 cycles/6 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1992	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	25+	6 cycles/7 weeks
1993	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1994	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1995	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1996	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1997	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1998	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1999	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2000	11-15	4 cycles/5 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2001	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	16-24	5 cycles/6 weeks
2002	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2003	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2004	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2005	6-10	3 cycles/4 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2006	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	11-15	4 cycles/5 weeks
2007	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2008	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2009	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2010	1-5	2 cycles/2 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2011	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks	6-10	3 cycles/4 weeks
2012	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks
2013	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks
2014	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks
2015	0-1	8 hours/month	1-5	2 cycles/2 weeks	1-5	2 cycles/2 weeks
2016			0-1	8 hours/month	1-5	2 cycles/2 weeks
2017					0-1	8 hours/month

Year of Hire	2018		2019		2020	
	Service*	Entitlement	Service*	Entitlement	Service*	Entitlement
Pre-1990	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1990	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1991	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1992	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1993	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1994	16-24	5 cycles/6 weeks	25+	6 cycles/7 weeks	25+	6 cycles/7 weeks
1995	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	25+	6 cycles/7 weeks
1996	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1997	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1998	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
1999	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2000	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2001	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2002	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2003	11-15	4 cycles/5 weeks	16-24	5 cycles/6 weeks	16-24	5 cycles/6 weeks
2004	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	16-24	5 cycles/6 weeks
2005	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2006	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2007	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2008	6-10	3 cycles/4 weeks	11-15	4 cycles/5 weeks	11-15	4 cycles/5 weeks
2009	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	11-15	4 cycles/5 weeks
2010	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2011	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2012	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2013	1-5	2 cycles/3 weeks	6-10	3 cycles/4 weeks	6-10	3 cycles/4 weeks
2014	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks	6-10	3 cycles/4 weeks
2015	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks
2016	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks
2017	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks
2018	0-1	8 hours/month	1-5	2 cycles/3 weeks	1-5	2 cycles/3 weeks
2019			0-1	8 hours/month	1-5	2 cycles/3 weeks
2020					0-1	8 hours/month

**Schedule E      Service Pay Entitlements (2015 – 2020)**

Date	Service Pay	Service Pay	Service Pay	Service Pay	Service Pay	Service Pay
of Hire	2015	2016	2017	2018	2019	2020
Pre-1992	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
1992	\$1,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
1993	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
1994	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,000.00
1995	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
1996	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
1997		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
1998			\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
1999				\$1,500.00	\$1,500.00	\$1,500.00
2000					\$1,500.00	\$1,500.00
2001						\$1,500.00
2002						
2003						
2004						
2005						
2006						
2007						
2008						
2009						
2010						
2011						
2012						
2013						
2014						
2015						
2016						
2017						
2018						
2019						
2020						

## Memorandum of Agreement- Job Share Pilot Project

Between

Halifax Regional Municipality (HRM)

And

Halifax Regional Police Association (HRPA)

Whereas: The parties have agreed to a pilot project commencing on the signing of this Collective Agreement to determine the feasibility of job sharing of positions in the HRPA bargaining unit commencing on the signing of this Collective Agreement and ending on March 30, 2020.

Whereas: Job sharing means an alternative work arrangement whereby the duties and responsibilities of a full-time position are shared by two employees each working part-time.

The parties agree as follows:

1. **Eligibility:**

1. The job share pilot project will be limited to the following positions:
  - i. Emergency Response Communicators on the 12 hour shift in IES
  - ii. 1<sup>st</sup> Class Constables on the 12 hour shift in Patrol
2. Interested participants must apply for the job share pilot project as a group of two employees interested in sharing one job.
3. Employees must have completed four years of service in their classification to be eligible for job share.
4. The two job sharing partners in IES must have at least two matching skill sets (for example Police and Fire dispatch trained) in order to be eligible to participate.
5. Each job share request will be considered on a case by case basis with the final decision at the sole discretion of the Chief or designate; none will be approved with a term of less than six (6) months
6. When two employees job-share a full-time position, the position shall continue to be identified as a full-time position.
7. Employees under a job sharing agreement shall be entitled to all benefits under the Collective Agreement available to regular employees, with the exception of those benefits that are prorated as identified within this MOU.

2. **Hours of Work:**

1. The 48 hour shift cycle will be divided into days and nights. The employees in the job share will either work the two days or two nights. The two employees will determine their schedule and provide to their Supervisor 14 days in advance. For example, Employee A will work the day shift and Employee B will work the night shift, and then will switch after six months.

3. **Work Assignment:**

1. The work assignment of the job share participants will be as follows:
  - a. **Constables:**
    - (i) The two job sharing partners will work on the same watch and division.
    - (ii) The two job sharing partners will work for the same Sergeant and share the same work queue.
    - (iii) The two job sharing partners will pick their divisional work assignment for the calendar year based on the seniority level of the most senior employee in the job share arrangement.
  - b. **Emergency Response Communicators:** The two job sharing partners will work on the same watch and report to the same Supervisor.
2. The parties agree that some movement of employees may be required to facilitate a job share agreement. The Employer will attempt to create the least disruption possible when making such moves. Any such movements will be discussed with the union prior to taking effect.

4. **Accrual of Service & Leave Entitlements:**

1. Employees will continue to accrue full service and seniority during the job share pilot project.
2. Vacation, sick leave, shift adjustment leave and statutory holiday leave will be prorated while in a job share.
3. Employees in a job share will select their leave dates separately based on their individual level of seniority.
4. If one job share participant is on vacation, holiday or shift adjustment leave during a cycle, this will not count as an employee on leave towards the maximum number of employees allowed off.
5. If both job share participants are on vacation, holiday or shift adjustment leave during a cycle, this will count as 1 employee on leave towards the maximum number of employees allowed off.
6. Time lost due to injury, illness, bereavement or other leave will be compensated based on the job share employee's scheduled hours of work and not full-time hours.

7. Job share partners will continue their participation in the Pension Plan however their participation will be based on 50% of service for all time spent in a job share agreement.

5. **Overtime:**

1. Overtime will be triggered based on the wording of Article 8(2) of the Collective Agreement: "For employees on a twelve (12) hour work schedule, the Employer shall pay an overtime rate of one and one-half (1½) the regular hourly rate of pay for all hours worked after twelve (12) hours in any one day."
2. Days off as listed in Article 8(3) will be the days off associated with the watch to which the job share partners are assigned.
3. Unless there are extenuating circumstances, employees in a job share agreement will not be called in to work overtime when their job share partner is working their regularly scheduled shift. For example, if Employee A is working the two day shifts and Employee B is working the two night shifts, Employee A will not be called in to work the night shifts unless there are extenuating circumstances.
4. Unless there are extenuating circumstances, both employees in a job share agreement shall not work overtime on the same day.

6. **Court Time:**

1. The job share partner assigned to the day shifts who is required to attend court between their cycle's night shifts will be eligible for the compensation outlined in Article 17(3). The job share partner assigned to the night shifts will not be released from work at midnight the previous night.

7. **Group Medical Benefits:**

1. Entitlement to health and wellness benefits shall be determined by the Plan Administrator.

8. **Termination of Job Share:**

1. Job share agreements can be ended for any reason by two job sharing partners or the Employer. 30 days' notice is required in either case.
2. Job share agreements will come to an end within 30 days (or other such period as agreed to by the Employer and the job share partners) in the event that one of the job share partners:
  - a. Is promoted; or
  - b. Is transferred; or
  - c. Is injured, sick, suspended, on modified duties or otherwise out of the workplace for a period expected to last in excess of 30 days; or
  - d. Resigns, retires or otherwise leaves HRM's employment

9. **Conclusion of Job Share Pilot Project:**

1. During the pilot project, any unanticipated issues that arise will be discussed and resolved between the Employer and the union.
2. At the conclusion of the pilot project, the parties will meet and review the success of the job share program.
3. In the absence of agreement by the parties to continue the program, this MOA will expire on March 30, 2020 and all job share agreements in place shall cease on that date.