



AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR

AND

THE ROYAL NEWFOUNDLAND CONSTABULARY ASSOCIATION



SIGNED: March 10, 2020

EXPIRES: June 30, 2020

THIS AGREEMENT made this 10th day of March, Anno Domini Two Thousand and Twenty.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR represented herein by the Honourable Andrew Parsons, Minister of Justice and Public Safety (hereinafter referred to as the "Government");

AND

THE ROYAL NEWFOUNDLAND CONSTABULARY ASSOCIATION, an Association constituted from the members of the Royal Newfoundland Constabulary, a Police Service established by *The Royal Newfoundland Constabulary Act, S.N.L.1992* (as amended) (hereinafter referred to as the "Association").

WHEREAS *The Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended), makes provision for bargaining by a Government negotiator with a bargaining committee of the members of the Royal Newfoundland Constabulary (the Police Service) with a view to making, subject to the approval of the Lieutenant-Governor in Council, of an agreement defining, determining and providing for remuneration, grievance procedures and working conditions of certain members of that Police Service.

AND WHEREAS The Royal Newfoundland Constabulary Association, which is an Association consisting of not less than fifty per centum of the members of the Police Service and recognized for the purposes of the *Act* and this Agreement as the sole bargaining agent, requested the Lieutenant-Governor in Council to direct a Government negotiator duly appointed by the Lieutenant-Governor in Council to bargain with a bargaining committee of the Association;

AND WHEREAS the Government negotiator, accompanied by officers of various Departments of Government negotiated with the bargaining committee of the Association;

AND WHEREAS both parties are desirous of maintaining and improving good relations between Employer and police officer, of recognizing the value of negotiations with a view to embodying within an agreement matters respecting inter alia working and other conditions of employment.

NOW THEREFORE the parties hereto agree as follows:

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* Denotes changes from the previous collective agreement.

ARTICLE 1
INTERPRETATION

1.01 For the purpose of this Agreement:

- (a) In this agreement the "singular" shall include the "plural" and the "masculine" shall include the "feminine" as the context may require.
- (b) "Association" means the Royal Newfoundland Constabulary Association.
- (c) "Chief" means the Chief of Police or the Chief of Police's designate.
- (d) "Classification" means the identification of a position by reference to a rank.
- (e) "Employer" means the Government of Newfoundland and Labrador.
- (f) "Day" means a working day unless otherwise stipulated in the Agreement.
- (g) "Day of rest" means a calendar day on which a police officer is not ordinarily required to perform the duties of the police officer's position other than:
 - i) a designated holiday;
 - ii) a calendar day on which the police officer is on leave of absence.
- (h) "Holiday" means the twenty-four (24) hour period commencing at 0700 hours on one calendar day and ending at 0659 hours on the next calendar day, designated as a holiday in this Agreement.
- (i) "Lateral transfer" means the transfer of a police officer from one job assignment to another job assignment which does not result in a promotion, demotion or classification change.
- (j) "Minimum qualification" means the minimum degree of formal training or on the job experience necessary to carry out the required basic function of the position.
- (k) "Month of service" means a calendar month in which a police officer is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which a police officer is absent on special leave without pay not in excess of twenty (20) working days.
- (l) "Mutatis mutandis" means the necessary changes having been made.
- (m) "Patrol car" means a vehicle assigned to patrol operations.
- (n) "Police officer" means any person employed by the Employer within the Police Service and who is designated with any of the classification titles specified in Schedule "A" of this Agreement.
- *(o) "Police Service" has the meaning assigned to that term in the recital to this Agreement.

- (p) "Preferred positions" in the absence of the incumbent, the day-to-day filling of preferred positions shall mean to apply within the shift assigned, but does not mean to apply to relief for court time, meal breaks, and the like. Preferred positions shall be limited to the following:
- (1) Shift by shift assignments as drivers of police vehicles;
 - (2) Desk Officers;
 - (3) Security/House of Assembly; and
 - (4) Police officers working courts.
- (q) "Region" means a geographic area for which the Royal Newfoundland Constabulary is responsible for policing and shall include, but not be limited to, the Northeast Avalon Region, the Corner Brook Region and the Labrador West Region.
- (r) "Regulations" means regulations made under legislation of the Lieutenant Governor-in-Council.
- (s) "Rules" means memorandums, directives, policies, orders, or any other type of verbal or written communication not mentioned in the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) or *Regulations*.
- (t) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which a police officer is in receipt of salary or wages from the Employer and includes periods of special leave without pay not exceeding twenty (20) working days in the aggregate in any year unless otherwise specified in this Agreement.
- (u) "Seniority" means that defined in Clause 26.01 of Article 26, entitled "Seniority", unless another type of seniority is specifically named as applicable.
- (v) "Special training" refers to courses, seminars and any other type of non-routine training to prepare a police officer for a specialized assignment.
- (w) "Standby" means any period of time during which on the instructions of the Chief or the Chief's designate, a police officer is required to be available for recall to work.

ARTICLE 2

MEMBERSHIP IN THE ASSOCIATION

- 2.01 (a) All police officers who are members of the Association at the date of signing of this Agreement or who subsequently become members shall remain members in good standing.
- (b) Police Officers assigned on a temporary basis to a Commissioned Officer rank, shall for the period of such assignment and for matters arising from such assignment, relinquish their entitlements/benefits as members of the Association. Police Officers assigned on a temporary basis shall continue to accrue seniority and may return to a position governed by the collective agreement and the Association upon completion of the temporary assignment.

- 2.02 All police officers hired after the signing of this Agreement shall, within thirty (30) days, become and remain members in good standing in the Association.
- 2.03 Should any portion of the work which is currently being carried out by members of the bargaining unit be assigned to another authority, no police officer will be laid off by virtue of the reassignment of duties.
- 2.04 The Employer will formally discuss with representatives of the Association at least thirty (30) days prior to any impending transfer of operations referred to in Clause 2.03.

ARTICLE 3
CHECKOFF

- 3.01 The Employer will deduct from the bi-weekly wages of all police officers the amount of the membership dues and forward same to the Association within 15 days of the deduction, accompanied by a list of police officers showing the contribution of each.
- 3.02 The Association shall inform the Employer of any change in the membership dues from time to time.
- 3.03 A police officer who is assigned on a temporary basis to a Commissioned Officer rank shall not be subject to check off and the Employer shall notify the Association of such exemptions.

ARTICLE 4
NO DISCRIMINATION

- 4.01 There will be no discrimination, restriction, or coercion exercised or practised by the Employer with respect to any police officers by reason of sex, age, race, colour, political or religious affiliation, or by reason of a police officer's membership in the Association.
- 4.02 There will be no intimidation, interference, restriction, or coercion exercised or practised by the Association with respect to any member of the Police Service by any of its members or representatives.
- 4.03 The Employer recognizes the Association as the sole and exclusive bargaining agent for all classes of police officers listed in Schedule A.

ARTICLE 5
MANAGEMENT RIGHTS

- 5.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Employer.
- 5.02 The Employer will not issue any rules or regulations which conflict with the provisions of this Agreement.

ARTICLE 6
HOURS OF WORK

- 6.01 (a) Except as otherwise provided in 6.02 and 6.05, the normal hours of work for all police officers shall be two thousand and eighty (2,080) hours per annum and the scheduled workday shall be a maximum of twelve (12) hours.
- (b) The Employer and the Association agree to establish a Shift Scheduling Committee consisting of two (2) members chosen by the Chief of Police and two (2) members chosen by the Association. The Shift Scheduling Committee will research, design, and recommend new shift scheduling configurations for implementation in various areas of the Royal Newfoundland Constabulary. Recommendations of the Committee will be implemented subject to the Agreement of both the Employer and the Association.
- 6.02 (a) Patrol Division
- Effective 0001, October 1, 2002, shifts shall be scheduled in accordance with Schedule B - 12 Hour Shift Schedule.
- (b) The normal hours of work for police officers working in regions outside the Northeast Avalon Region shall be scheduled in accordance with the respective shift schedule as referenced below:

Labrador West Region

Labrador City Detachment, Constables and Sergeants	Schedule D
Churchill Falls Detachment	Schedule E

Corner Brook Region

Patrol Services	Schedule F
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- (c) Subject to clauses 6.06, 6.07, 6.08, 6.09 and 6.10, the normal hours of work for police officers assigned to the Mounted Unit shall be in accordance with Schedule G.

* 6.03 *(a) Subject to Clauses 6.06 and 6.07, all police officers who work in the Criminal Investigation Division, with the exception of police officers working in the Mobile Support Unit and the Forensic Identification Section, shall work eight (8) consecutive hours a day and forty (40) hours per week. The normal hours of work shall be:

8:00 a.m. to 4:00 p.m.; or
 9:00 a.m. to 5:00 p.m.; or
 4:00 p.m. to 12:00 a.m.; or
 5:00 p.m. to 1:00 a.m.; or
 6:00 p.m. to 2:00 a.m.

(b) The normal work hours for police officers working within the Forensic Identification Section shall be in accordance with Schedule H.

(c) The normal work hours for police officers working within the Mobile Support Unit shall be in accordance with Schedule I.

6.04 Subject to Clauses 6.06 and 6.07, all police officers who work in the Traffic Division - Accident Investigation Section and Patrol Section shall work a forty (40) hour week. The normal hours of work shall be:

7:00 a.m. to 3:00 p.m.; or
 8:00 a.m. to 4:00 p.m.; or
 9:00 a.m. to 5:00 p.m.; or
 10:00 a.m. to 6:00 p.m.; or
 4:00 p.m. to 12 midnight; or
 6:00 p.m. to 2:00 a.m.

6.05 Subject to Clauses 6.06 and 6.07, all police officers who work in the Communications Section shall work a forty (40) hour week in accordance with the Work Schedule in effect at the date of signing of this Agreement.

6.06 (a) General

Subject to Article 7, entitled "Overtime", of this Agreement, the Chief may, if the Chief deems it expedient in the public interest, change the work schedule to meet any emergency.

(b) The Chief of Police may deploy police officers in accordance with operational requirements, such as assigning police officers from the day shift or evening shift to special assignments as per current practice.

6.07 Meal Breaks

(a) All police officers shall be entitled to a break of one (1) hour for the purpose of having a meal. The break will be taken at a site approved by the Divisional Commander or the Divisional Commander's designate, provided the proper facilities are available.

- (b) Police officers working an 11 hour or a 12 hour shift will receive two forty-five (45) minute breaks for the purpose of having a meal. The break will be taken at a site approved by the Divisional Commander or the Divisional Commander's designate, provided the proper facilities are available.

6.08 Posting of Shift Schedules

Shift schedules for all divisions shall be posted at least three (3) weeks in advance, unless unforeseen circumstances arise which affect the timing of the preparation of the schedules, but in any event, schedules will be posted not less than one (1) week in advance.

6.09 Rescheduling

Regular shifts and assignments shall have the fixed time for starting work as provided for in this Clause or the applicable Shift Schedule, as appropriate, and with the exception of the shift for the Mobile Support Unit, and subject to Clause 6.06, such fixed starting time shall not be changed without forty-eight (48) hours notice to the police officer so affected.

- (a) If notification of the change is given 48 hours or more in advance of the starting time of the police officer's posted tour of duty, there shall be no premium.
- (b) Otherwise, where a police officer's tour of duty is changed, in addition to the normal pay or overtime accruing to the police officer, the police officer shall be entitled to a bonus of (1) hour at straight-time rate for each hour that the starting time of the police officer's tour of duty has been advanced to a maximum of 5 hours.

6.10 Clear Hours of Rest

Where the interval between a police officer's last completed shift, including overtime or court time and the police officer's scheduled pending shift is less than eight (8) hours, that police officer subject to the approval of the officer in charge shall be permitted to use the equivalent number of hours from accumulated overtime in lieu of that pending shift.

ARTICLE 7 **OVERTIME**

- 7.01 (a) All time worked in excess of forty (40) hours in a week or eight (8) hours in a day shall be paid for at the rate of one and one-half (1½) times the regular rate of pay except where other provisions of this Agreement call for higher rates.
- (b) For police officers working a 12 hour shift all time worked in excess of twelve (12) hours in a day or in excess of the police officer's regularly scheduled work week shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay except where other provisions of this Agreement call for higher rates.

- 7.02 Overtime worked on a Sunday shall be paid at the rate of double the regular rate of pay. Overtime work will also be paid for at the rate of double the regular rate of pay on the police officer's second day off (Sunday equivalent) provided the police officer does not work overtime on a Sunday in the same pay week. Where overtime is worked on both a Sunday or Sunday equivalent in the same pay week, the overtime work on the Sunday equivalent shall be at one and one-half (1 ½) times the regular rate.

- 7.03 The Chief may, upon the request of the police officer, grant time off in lieu of compensation for any overtime worked. Overtime hours for which time off or payment have not been given prior to March 31st of each year, will result in payment to the police officer in respect of such accumulated overtime. Such time off and payment referred to in this Article shall be granted, at the rates prescribed in Clauses 7.01 and 7.02.
- 7.04 For the purpose of computing the hourly rate of pay, the police officer's basic annual salary shall be divided by 2080 hours.
- 7.05 Any period of overtime of less than one hour will be counted as follows:
- (a) 0 - 14 minutes - no pay
 - (b) 15 - 29 minutes - ½ hour pay
 - (c) 30 - 59 minutes - 1 hour pay
- 7.06 The Chief will endeavour to distribute overtime by rank between police officers as equally as possible subject to qualification of the police officers to perform the work required. Overtime will be centrally controlled and records kept which will be available to the Association for inspection.
- 7.07 All overtime shall be subject to approval by the Chief.
- 7.08 The Chief shall not reschedule police officers on scheduled time off for the purpose of avoiding payment of overtime.
- 7.09 A police officer who is authorized to work three (3) or more consecutive hours of overtime immediately following the police officer's scheduled hours of work shall receive a meal allowance of \$5.00 except where a meal can be provided.
- *7.10 All services provided to third parties, where the police officer is performing police duties, shall be paid by the Employer at the applicable rate of pay.

ARTICLE 8

STANDBY

- 8.01 (a) A police officer required to perform standby duty shall be compensated as follows:
- (i) for each eight (8) hour shift:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2012	\$20.40 per shift

- (ii) for each twelve (12) hour shift:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2012	\$30.60 per shift

(b) When standby is required on a statutory holiday, the rate of compensation shall be as follows:

(i) for each eight (8) hour shift:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2012	\$22.60 per shift

(ii) for each twelve (12) hour shift:

<u>Effective Date</u>	<u>Rate</u>
July 1, 2012	\$33.90 per shift

8.02 All standby duty shall be subject to approval by the Chief.

ARTICLE 9 **CALLBACK**

9.01 "Callback" means the calling of a police officer to duty or to attend a meeting ordered by the Chief, after the police officer has reported off duty and before the police officer is next scheduled for work.

9.02 A police officer who is called back shall receive four and one-half (4 1/2) hours pay at the police officer's regular rate or time and one-half (1 1/2) for all hours worked, whichever is the greater, provided that the period worked is not contiguous to the police officer's scheduled working hours.

9.03 A police officer who is called to work and completes the work in less than the minimum three (3) hours and is subsequently recalled within the three (3) hour minimum, shall receive only the benefit of the three (3) hour minimum once. However, should the total time on both calls exceed the three (3) hour minimum, the police officer will be compensated for the actual time worked at the applicable overtime rate.

9.04 Effective on signing of this agreement, when a police officer on standby is called to work under the conditions outlined in Clause 9.01, the police officer shall be paid the cost of transportation to and from the police officer's place of work to a maximum of \$8.50 for each callback or the appropriate mileage rate.

ARTICLE 10
COURT TIME

- 10.01 (a) Effective July 1, 2008 a police officer required to attend a court sitting as a witness while off duty, as a result of his or her duties or status as a police officer shall be paid a minimum of four (4) hours pay at time and one-half (1 ½). Should the police officer be required to attend court before and after the noon recess on the same day, the police officer shall be paid an additional minimum four (4) hours pay at time and one-half (1 ½).
- (b) The provisions of this Clause shall not apply to police officers who are required to attend Court as an accused and are convicted in a criminal matter.
- 10.02 A retired police officer who by virtue of their duties as a police officer, is required to attend court shall be paid a professional fee, the equivalent of six hours pay of the Constable (25th and plus year) rate. Should the retired police officer be required to attend court before and after, the noon recess on the same day, the retired police officer shall be paid the equivalent of six hours pay of the Constable (25th and plus year) rate for each session.
- 10.03 The Chief may, upon request of the police officer, grant time off in lieu of compensation for any court attendance pay. Court attendance pay for which time off or payment have not been given prior to March 31st of each year, will result in payment to the police officer in respect of such accumulated court attendance pay. Such time off and payment referred to in this Clause shall be granted, at the rates prescribed in Clauses 10.01.

ARTICLE 11
CALLBACK FROM ANNUAL LEAVE

- 11.01 A police officer who is called back to work during annual leave shall receive four and one-half hours pay (4½) at the police officer's regular rate or time and one-half (1½) for the first 24 hours worked, whichever is greater and shall be granted time off equal to time lost from the police officer's annual leave including travel time.
- 11.02 When a police officer is recalled to duty during any period of annual leave, the police officer shall be reimbursed for reasonable expenses that the police officer may incur by virtue of the recall. For example, (1) expenses incurred in proceeding to the police officer's place of duty and (2) expenses incurred returning to the place from which the police officer was recalled, if the police officer so returns.

ARTICLE 12
HOLIDAYS

- 12.01 (a) The following days shall be designated holidays for police officers:
- (a) New Year's Day
 - (b) St. Patrick's Day
 - (c) Good Friday
 - (d) St. George's Day
 - (e) Commonwealth Day
 - (f) Discovery Day

- (g) Memorial Day
- (h) Orangeman's Day
- (i) Civic or Municipal Holiday
- (j) Labour Day
- (k) Thanksgiving Day
- (l) Armistice Day
- (m) Christmas Day
- (n) Boxing Day

- (b) Any additional holiday declared by the Provincial Government shall be awarded to members of this bargaining unit.
 - (c) If the civic holiday referred to in Clause 12.01(a)(i) above, is not designated, then the first Wednesday in August will apply.
- 12.02 When a holiday falls on the scheduled day off or during annual leave of a police officer, those police officers shall receive eight (8) hours pay in lieu of the holiday provided that the Chief may, at the request of a police officer, grant time off in lieu of pay for the holiday.
- 12.03 When a police officer is required to work the police officer's scheduled shift on a holiday, the police officer shall receive, in addition to his regular pay, one and one-half (1 ½) hours pay for each hour worked on the holiday. The Chief may, at the request of the police officer, grant time off in lieu of pay for the pay entitlement.
- 12.04 When a holiday falls on a police officer's scheduled day off and the police officer is required to work on such a holiday, those police officers shall receive two (2) hours pay for each hour worked on the holiday in addition to the police officer's regular pay. The Chief may, at the request of the police officer, grant time off in lieu of the pay entitlement.
- 12.05 If a police officer is sick on the day that the statutory holiday is designated, the police officer shall be charged for the statutory holiday and there shall be no reduction from the police officer's sick leave.
- 12.06 For the purpose of Clauses 12.03 and 12.04, a police officer is considered to be working on a holiday where the police officer's regularly scheduled shift commences on or after 0700 hours on the holiday.

ARTICLE 13
ANNUAL LEAVE

- 13.01 Subject to Clauses 44 and 13.02, every police officer shall be entitled to annual leave as follows:
- | | |
|---|-----------|
| From 1 year to 10 years of service, inclusive | 120 hours |
| From 11 years to 20 years of service, inclusive | 160 hours |
| In excess of 20 years of service | 200 hours |
- 13.02 Subject to Clause 13.05, except in the case of a first year police officer, annual leave may be taken at any time during the calendar year, and the police officer may take annual leave calculated up until the end of that calendar year, notwithstanding that the police officer is not entitled to full annual leave until the police officer has served for the full year.
- 13.03 In the case of a first year police officer annual leave shall not be taken until after sixty (60) working days have been served, and the provisions of Clause 13.02 relating to the anticipation of annual leave after the sixty (60) days period shall apply to such police officers.
- *13.04 *(a) Subject to Clause 13.05, annual leave shall be scheduled on the basis of seniority within a region, within a division, within a section, within a unit, within a platoon, and/or within a team. For the purpose of this article, a “Team” is defined as a group of four (4) or more police officers who work together on a similar scheduled rotation (i.e. Traffic, Communications Centre, etc.).
- (b) All police officers will be given an opportunity to take three (3) weeks of their annual leave during the period from the Sunday nearest to the first of June to the Saturday nearest the last of September if they so desire.
- (c) The annual leave schedule shall be posted by March 31st of each year. There shall be no interruption in the annual leave schedule except in the case of an emergency.
- (d) Subject to the approval of the Chief of Police, in exceptional circumstances, a police officer may request to have his or her annual leave posted in January. The posting of annual leave in such cases shall be subject to Clause 13.04(a).
- 13.05 All annual leave shall be subject to approval by the Chief.
- 13.06 A police officer may carry forward to another year any proportion of annual leave not taken by the police officer in previous years until, by so doing, the police officer has accumulated a maximum of:
- i) one hundred sixty (160) hours annual leave, if the police officer is eligible for one hundred twenty (120) or one hundred sixty (160) hours in any year;
- ii) two hundred (200) hours annual leave, if the police officer is eligible for two hundred (200) hours in any year.

However, consideration will be given to allowing a police officer to carry forward more than the aforementioned maximum where such police officer was prevented from taking annual leave as a result of being on extended sick leave or in receipt of Workplace Health, Safety and Compensation Commission compensation benefits.

ARTICLE 14
SICK LEAVE

- 14.01 (a) (i) A police officer is eligible to accumulate sick leave with full pay at the rate of sixteen (16) hours for each month of service.
- (ii) Notwithstanding Clause 14.01(a)(i), a police officer hired after January 1, 2007 is eligible to accumulate sick leave with full pay at the rate of eight (8) hours for each month of service.
- (b) (i) The maximum number of hours of sick leave which may be awarded to a police officer during any consecutive twenty (20) year period of service shall not exceed 3,840 hours.
- (ii) Notwithstanding Clause 14.01(b)(i), the maximum number of hours of sick leave which may be awarded to a police officer hired after January 1, 2007 during any consecutive twenty (20) year period of service shall not exceed 1,920 hours.
- 14.02 For the purposes of Clause 14.01, a police officer who receives full salary or wages in respect of not less than two-thirds (2/3) of the working days in the first or last calendar month of the police officer's service, computed in full or half days shall, in each case, be deemed to have had a month of service.
- 14.03 Subject to Clauses 14.01 and 14.05, a police officer hired after January 1, 2007 who has had less than twelve (12) months of service may be awarded sick leave with full pay as follows:
- (a) a probationary police officer may, at any time during the first twelve (12) months of service, be awarded working hours of sick leave on full pay not exceeding ninety-six (96) hours less any sick leave previously awarded to him or her;
- (b) where a probationary police officer is granted sick leave in excess of that earned in accordance with this Article and the police officer resigns or is terminated, the Employer reserves the right to recover an amount equivalent to the excess leave granted.
- 14.04 Subject to Clause 14.05, when a police officer has reached the maximum of the sick leave which may be awarded to the police officer, in accordance with this Article, the police officer shall, if the police officer is still unfit to return to duty, proceed on annual leave (including current, accumulated and accrued leave) if the police officer is eligible to receive such leave, or if not, on special leave without pay at the police officer's option.

- 14.05 At any time when a police officer is on sick leave, he or she may be required by the Chief to undergo a medical examination by a qualified medical practitioner(s). If, in the opinion of the qualified medical practitioner(s), it appears from such examination that it is unlikely that the police officer will be able to return to duty, and if this opinion is subsequently confirmed by a medical doctor acceptable to the Chief of Police, the police officer may be retired and paid such pension as the police officer may be eligible to receive provided that such police officer shall not be retired until retirement age or until he or she has received all his or her sick leave entitlement benefits, whichever occurs first.
- 14.06 (a) Sick leave without a medical certificate may be awarded to a police officer provided that the period(s) of leave awarded without a certificate shall not exceed three (3) consecutive days or six (6) days in the aggregate in any year.
 (b) Periods of sick leave other than those referred to in paragraph (a) shall not be awarded to a police officer unless the police officer has submitted in respect thereof a medical certificate satisfactory to the Chief.
- 14.07 Periods of special leave without pay in excess of twenty (20) working days in the aggregate in any year shall not be reckoned for sick leave purposes and the police officer's record of service shall be noted accordingly.
- 14.08 Sick leave shall not be granted to a police officer who is on any type of leave without pay.
- 14.09 Where a police officer has a break in service not caused by layoff, the police officer's service for the purposes of this Article shall be deemed to commence from the date of re-employment.
- 14.10 Police officers will be permitted to examine their sick leave records during normal office hours.

ARTICLE 15
LEAVE FOR INJURIES ARISING OUT OF POLICE DUTIES

- 15.01 Subject to Clause 26.02, a police officer who is unable to perform his or her duties because of a personal injury received in the performance of his or her duties shall report the matter to his or her supervisor and the police officer shall be placed on injury on duty leave with pay to the level permitted under the *Workplace, Health, Safety and Compensation Act* where the injury is covered by the *Workplace, Health, Safety and Compensation Act*.
- 15.02 A police officer who is injured on duty shall submit a written report, using the "Worker's Report of Accident" form prescribed by the Workplace Health, Safety and Compensation Commission, to the police officer's supervisor.
- 15.03 Where the Chief determines that the Workplace Health, Safety and Compensation Commission considers the police officer is unable to perform his or her duties because of an injury on duty, the police officer shall continue on Injury on Duty Leave subject to regular reports from the Workplace Health, Safety and Compensation Commission, until such time as the Workplace Health, Safety and Compensation Commission considers the police officer is able to return to work or that the police officer is prevented from returning to work because of a permanent disability. Failure of a police officer to provide the Workplace Health, Safety and Compensation Commission with medical reports on a bi-weekly basis may result in the police officer being placed on Special Leave Without Pay.

15.04 Where it has been determined from the Workplace Health, Safety and Compensation Commission that a police officer should not be entitled to compensation, the Chief will notify the police officer that no further benefits will be extended to him or her under this Article, with effect from the date recommended by the report of the Workplace Health, Safety and Compensation Commission.

15.05 In the event that a police officer becomes:

- (a) permanently disabled; or
- (b) incurs a recurring disability

as a result of an injury received in the line of duty, the case shall be submitted to the Chief for determination of the benefits which may be due to the police officer. In any case, the benefits shall not be less than those due had the police officer been covered under Workers' Compensation.

15.06 In the event that a police officer:

- (a) is killed;
- (b) becomes permanently disabled; or
- (c) incurs a recurring disability,

as a result of an injury arising out of police duties, including proven reprisals, compensation entitlement shall be in accordance with the Workplace, Health, Safety and Compensation Act, provided however, that the Memorandum of Understanding Re: Workplace Health, Safety and Compensation Commission Compensation will apply and become part of this Article if the legislative restrictions contained in Section 81.1 of the *Workplace Health, Safety and Compensation Act* are removed.

15.07 A police officer who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this agreement shall no longer accumulate benefits under this agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following which their employment shall be terminated, subject to the *Human Rights Act*.

ARTICLE 16

LEAVE FOR CONFERENCES

16.01 The Employer may grant leave with pay to police officers to enable them to attend meetings called to discuss Association business or for any other purpose which the Employer deems reasonable. Such leave shall only be granted when reasonable notice has been given to the Chief and the Chief has authorized the leave.

ARTICLE 17
BEREAVEMENT LEAVE

- 17.01 Subject to Clause 17.02, a police officer shall be entitled to bereavement leave with pay as follows:
- (a) In the case of the death of a police officer's mother, father, brother, sister, child, spouse, common law partner, including same-sex common law partner, grandmother, grandfather, mother-in-law, father-in-law, grandchild, or near relative living in the same household, three (3) consecutive days; and
 - (b) In the case of a police officer's son-in-law, daughter-in-law, brother-in-law, sister-in-law, one (1) day.
 - (c) For the purpose of this Clause, common law partner and same-sex common law partner means a person with whom the employee has lived in a conjugal relationship for more than one year.
- 17.02 If the death of a relative referred to in Clause 17.01(a) occurs outside the Province, the police officer may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- 17.03 In cases where extraordinary circumstances prevail, the Chief may, at the Chief's discretion, grant special leave for bereavement up to a maximum of two (2) consecutive days in addition to that provided in Clauses 17.01 and 17.02.
- 17.04 If a police officer is on annual leave with pay at the time of bereavement, the police officer shall be granted bereavement leave and be credited the appropriate number of days to annual leave.

ARTICLE 18
UNPAID MATERNITY/ADOPTION/PARENTAL LEAVE

- 18.01 The commencement and termination dates of a police officer's unpaid maternity/adoption/parental leave shall be a matter of negotiation between the police officer and the Chief. The commencement date shall be determined as soon as possible after the police officer is aware of her pregnancy, with the police officer's request not to be unreasonably denied. A police officer is entitled to a maximum of fifty-two (52) weeks leave under this Clause. However, the Employer may grant leave without pay when the police officer is unable to return to duty after the expiration of this leave. Every effort shall be made to assign a police officer's duties compatible with her pregnancy.
- 18.02 The Chief reserves the right to require a police officer to commence maternity leave prior to the time specified in Clause 18.01 if the state of her health becomes incompatible with the requirements of her job.

18.03 Maternity/Adoption/Parental Supplemental Allowance

- (a) A police officer who has been granted maternity/adoption/parental leave without pay shall be paid a Supplemental Allowance in accordance with paragraph (c), provided that the police officer:
 - (i) has completed six (6) months of continuous employment before the commencement of the maternity/adoption/parental leave without pay;
 - (ii) provides the Employer with proof that the police officer has applied for and is in receipt of maternity or parental benefits pursuant to Section 22 or Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the police officer will return to work on the expiry date of the maternity/adoption/parental leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following the police officer's return to work, as described in Clause (A), the police officer will work a minimum number of weeks, at full-time equivalent hours, equal to the number of weeks for which the police officer received the Supplemental Allowance.
 - (C) Should the police officer fail to return to work in accordance with Clause (A), for reasons other than death, lay-off, early termination due to lack of work, or having become disabled, the police officer will be indebted to the Employer for the full amount of the Supplemental Allowance the police officer has received;
 - (D) should the police officer return to work but fail to work the total number of weeks as specified in Clause (B) for reasons other than death, lay-off, early termination due to lack of work, or having become disabled, the police officer will be indebted to the Employer for the remaining number of weeks owing.
- (b) For the purpose of Clauses (a)(iii)(B) and (D), periods of leave with pay shall count as time worked. Periods of leave without pay during the police officer's return to work will not be counted as time worked.
- (c) Supplemental Allowance payments shall be calculated and paid as follows:
 - (i) where a police officer is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity or parental benefits, ninety-three percent (93%) of the police officer's weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and

- (ii) for fifteen (15) weeks during which the police officer receives a maternity or parental benefit pursuant to Section 22 or Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance benefit the police officer is eligible to receive and ninety-three percent (93%) of the police officer's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the police officer would have been eligible if no extra monies had been earned during this period.
 - (iii) The total Supplemental Allowance that may be paid to a police officer under this Clause is seventeen (17) weeks.
 - (iv) The total Supplemental Allowance payable by the Employer to a couple employed by the Employer shall not exceed seventeen (17) weeks for both individuals combined.
- (d) The Supplemental Allowance to which a police officer is entitled is limited to that provided in paragraph (c) and a police officer will not be reimbursed for any amount that the police officer may be required to repay pursuant to the *Employment Insurance Act*.
- (e) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) For a full-time police officer, the police officer's weekly rate of pay on the day immediately preceding the commencement of maternity/adoption/parental without pay.
 - (ii) For a police officer who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity/adoption/parental, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the police officer's straight time earnings by the straight time earnings the police officer would have earned working full-time during such period.
- (f) The weekly rate of pay referred to in paragraph (e) shall be the rate to which the police officer is entitled for the police officer's permanent position to which the police officer is appointed.
- (g) Notwithstanding paragraph (f), and subject to subparagraph (e)(ii), if on the day immediately preceding the commencement of maternity/adoption/parental leave without pay a police officer has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the police officer was being paid on that day.
- (h) Where a police officer becomes eligible for a pay increment or pay revision while in receipt of the maternity/adoption/parental allowance, the allowance shall be adjusted accordingly.

- 18.04 (a) A police officer shall resume the police officer's former position and salary upon return from maternity/adoption/parental leave, with no loss of accrued benefits.
- (b) Periods of maternity/adoption/parental leave up to fifty-two (52) weeks shall count for seniority, annual leave, sick leave, severance pay, service pay and step progression.
- (c) Police officers on maternity/adoption/parental leave will have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the police officer opts to continue to pay premiums, the Employer will also pay its share of the premiums.
- 18.05 A police officer may return to duty from maternity leave after two (2) week's notice of her intention to do so on production of a satisfactory certificate of fitness from her physician.
- 18.06 A police officer may be awarded sick leave for illness that is a result of or may be associated with the police officer's pregnancy prior to the scheduled commencement date of maternity leave or birth of the child, whichever occurs first.
- 18.07 A female police officer returning from maternity leave may be exempt from standby and callback until the child is one (1) year old provided that other qualified police officers in her work area are available.

ARTICLE 19
SPECIAL LEAVE

- 19.01 Subject to the approval of the Chief of Police, Special Leave with Pay not exceeding three (3) days in any calendar year may be granted in special circumstances for reasons other than those referred to in Article 17, and may include temporary care of a sick family member, needs related to the birth of the police officer's child, medical or dental appointment for dependent family members; meetings with school authorities or adoption agencies; needs related to the adoption of a child; or home or family emergencies.
- 19.02 With the approval of the Chief, special leave without pay may be granted to a police officer to attend to family responsibilities, or to police officers in exceptional circumstances.
- 19.03 Subject to the operational requirements of the RNC, a police officer elected or appointed to the office of the President of the RNCA, or the President's designate, may be granted leave without pay on one (1) month's notice to a maximum of one (1) year. Additional leave without pay may be granted upon request.

ARTICLE 20
CLOTHING AND EQUIPMENT

- 20.01 Subject to Clause 20.06, the Employer will issue the following items to a police officer upon employment and to all other police officers other than members of the Criminal Investigation Division as soon as practicable within the budget year.
- (a) Shirts - Four top quality permanent press per year (two winter long sleeve and two summer short-sleeve);

- (b) Gloves - One pair issued each year – the style will alternate between Gortex (or equivalent) and cut resistant;
- (c) Trousers - Four top quality pairs per year;
- (d) Ties - Four top quality ties per year;
- (e) Socks - Six pairs of high quality socks per year;
- (f) Boots - One pair of boots will be issued each year, the style will alternate between calf height Gortex (or equivalent) boots and ankle height summer style boots;
- (g) Jacket - One all season lined Gortex (or equivalent) to be replaced every four years;
- (h) Pants - One pair of lined storm pants Gortex (or equivalent) to be replaced every five years;
- (i) Sweater - One wind lined sweater Gortex (or equivalent) to be replaced every four years;
- (j) Trousers - One wind lined Gortex (or equivalent) to be replaced every four years;
- (k) Rain Jacket - One Gortex (or equivalent) to be replaced every five years;
- (l) Duty bag - One top quality to be replaced every three years.

20.02 The Employer will issue the following clothing and equipment to all police officers and shall replace same when deemed necessary or unserviceable by the Chief of Police:

- (a) Summer forage hat;
- (b) Winter fur hat;
- (c) Breast Shield;
- (d) Black leather pant belt;
- (e) Police duty equipment belt;
- (f) Handcuffs and case;
- (g) Flashlight, belt holder and batteries;
- (h) Identification badge and leather case;
- (i) Notebook cover;
- (j) Name tag;

- (k) Dress uniform, including pith helmet, and parade boots.
- *20.03 Police officers who are on approved leave for three (3) months or greater will not be issued a uniform during the period of approved leave. At least thirty (30) calendar days prior to the return to work, the police officer shall request the issuance of a uniform.
- 20.04 Safety boots (CSA Approved), safety helmets (CSA Approved), smocks and coveralls shall be issued to police officers assigned to the Forensic Identification Section, Fire Investigators and Property Control Centre, and to other police officers or units as deemed necessary by the Chief of Police. This equipment shall be replaced where deemed necessary by the Chief of Police.
- 20.05 The Employer shall pay for the repair or replacement of all issued clothing or equipment damaged or worn out in the line of duty unless negligence was a factor in the damage or wear in which case repair or replacement is the responsibility of the police officer.
- 20.06 Since uniforms are of wash and wear fabrics, only uniforms extensively soiled from exposure to body fluids (i.e. blood, urine, saliva, etc.) will be cleaned at no cost to the police officer. Dress uniforms (deemed “dry clean only” by the manufacturer) worn by members assigned to the Honour Guard and the Mounted Unit will be dry cleaned once each year at no cost to the police officer. All other police officers will have their dress uniform dry cleaned once every three years at no cost to the police officer. Members working in the Criminal Investigation Division, or other members wearing civilian attire during their duties will be entitled to dry cleaning for clothing soiled in extraordinary circumstances during the course of their duties at no cost to the police officer.
- 20.07 (a) Police officers working in the Criminal Investigation Division and/or other police officers required to wear plain clothes during the regular execution of their duties shall be reimbursed by the Employer for their expenses in the purchase of such clothing upon presentation of the necessary receipts. Such reimbursement shall not exceed twelve hundred dollars \$1,200.00 per year.
- (b) Police officers transferred on a temporary basis and required to wear plain clothes during the regular execution of their duties will receive the same allowance as per the provisions of Clause 20.07(a) on a pro-rata basis, provided the police officer is transferred for a minimum of two (2) months.
- (c) At the discretion of the Chief of Police, police officers working in uniformed positions who are given the option to wear plain clothes, and elect to do so, shall be reimbursed for up to six hundred dollars (\$600) for the purchase of plain clothes in lieu of an annual uniform issue. Such reimbursement is subject to presentation of necessary receipts.
- (d) Police Officers working in the Criminal Investigation Division and/or other police officers required to wear plain clothes on a regular basis will receive one (1) issue of uniform clothing once every five (5) years, unless otherwise directed by the Chief of Police. This issue will be a partial issue of Clause 20.01 with the balance of the uniform issue as described in Clause 20.01 issued to the police officer upon re-assignment to regular uniformed duties. The provisions of Clause 20.02 will apply to

these police officers. This uniform issue will be in excess of the provisions of Clauses 20.07(a) and 20.07(b). The uniform issue for police officers working in the Criminal Investigation Division will be as follows:

- (i) Shirts - 2
- (ii) One pair Gortex (or equivalent) / or cut resistant gloves
- (iii) Trousers - 2 pair
- (iv) Trouser windliner - 1 pair
- (v) Windlined sweater – 1
- (vi) Ties - 2
- (vii) Socks - 3 pair
- (viii) Gortex (or equivalent) all season boots - 1 pair
- (ix) Gortex (or equivalent) all season jacket - 1
- (x) Gortex (or equivalent) lined storm pants - 1 pair

20.08 (a) Police Officers assigned to Labrador West Region will be issued clothing conducive to extreme cold temperatures. Issued clothing will include:

- (i) extreme cold weather jacket
- (ii) extreme cold weather pants
- (iii) extreme cold weather footwear
- (iv) extreme cold weather mittens
- (v) extreme cold weather face protector
- (vi) thermal underwear complementary to previously described cold weather clothing.

(b) Upon completion of a tour of duty in Labrador the assigned equipment will be returned to the Employer as per the Royal Newfoundland Constabulary policy.

(c) The Employer and the Association will endeavour to periodically review extreme cold temperature clothing issues to ensure quality extreme cold weather clothing.

ARTICLE 21

LEGAL INDEMNIFICATION

21.01 The Employer shall indemnify a police officer for reasonable legal costs incurred:

- (a) in the defence of a criminal prosecution, if at the conclusion of all judicial proceedings the charge is:
 - (i) dismissed;
 - (ii) withdrawn, provided six (6) months have elapsed from the date any such charge is withdrawn and a new charge has not been laid;
 - (iii) stayed, provided twelve (12) months have elapsed from the date any such charge is stayed and the charge has not been reactivated; or
 - (iv) otherwise terminated in favour of the employee;

- (b) in the defence of a criminal allegation, for the purpose of preparing a response/statement to the allegation provided there is no charge laid. The maximum indemnity to be provided under this Clause is \$760.00 per officer/per allegation. Where a charge is laid, the indemnification will be in accordance with Clause 21.01(a), and notwithstanding 21.01 (a), the indemnity provided to an officer for legal costs incurred prior to the laying of the charge shall not exceed \$760.00.
- (c) in the defence of a charge laid pursuant to the *Royal Newfoundland Constabulary Regulations* if at the conclusion of the hearing and any appeal(s), the charge is dismissed, withdrawn, or otherwise terminated in favour of the police officer.
- (d) (i) in the defence of a charge laid pursuant to the *Royal Newfoundland Constabulary Public Complaints Regulations*, if at the conclusion of the adjudication and any appeal(s) the charge is dismissed, withdrawn, or otherwise terminated in favour of the police officer;
- (ii) in respect of an adjudication conducted pursuant to the *Royal Newfoundland Constabulary Public Complaints Regulations*, notwithstanding Clause 21.01(d)(i), if the Chief of Police has previously dismissed the public complaint against the police officer. Should the police officer be found guilty of any disciplinary misconduct as a result of an adjudication, the Employer's obligation under this Article shall end when the adjudicator's decision is rendered on the merits of the public complaint. However, should the police officer be ultimately successful in appealing the adjudicator's decision Clause 21.01(d)(i) shall apply in relation to the indemnification of the police officer for his or her reasonable legal costs for all judicial proceedings related to any such appeal(s);
- (e) in respect of a judicial inquiry conducted under the laws of the Province of Newfoundland and Labrador if the police officer is granted standing before the inquiry;
- (f) in the defence of a civil action;

provided the acts giving rise to the indemnification were performed in the normal course of the police officer's duties as a police officer.

- 21.02 (a) A police officer shall have the right to retain his or her own lawyer to represent him or her in a matter referred to in Clause 21.01. The Employer shall pay legal fees incurred by the police officer in accordance with the following fee schedule to a maximum of ten (10) hours per day:

Years at Bar	Hourly Rate
1 - 5	\$105.00
6 - 9	\$125.00
10 - 14	\$155.00
15 or more	\$190.00

Hourly rates in excess of \$190.00 shall require the approval of the Deputy Minister of Justice and will only apply in exceptional circumstances as reasonably determined by the Deputy Minister.

Travel expense disbursements incurred by counsel retained by a police officer shall be governed by Treasury Board Travel Expense Rules.

- (b) The Employer expressly reserves the right to have any such legal costs taxed pursuant to Rule 55 of the Rules of the Supreme Court, 1986, and to disallow payment of any part found to be unreasonable or excessive by a Taxing Master so duly appointed.

ARTICLE 22
ESCORT DUTY

22.01 In the event that police officers of the Royal Newfoundland Constabulary are required to escort prisoners, the numbers of police officers assigned shall be subject to the following rules:

- i) A high risk prisoner will be escorted by two (2) police officers. A high risk prisoner means any person charged with a violent offence, convicted of a violent offence, identified as an escape risk, believed to be associated with organized crime, or who has required protective custody in the past or is suspected through criminal intelligence of being violent or having being involved in crimes of violence.
- (ii) Prisoners who are not high risk will be escorted by one (1) police officer.
- (iii) If a psychiatric patient is to be escorted, one (1) police officer may be assigned if a nurse, orderly or attendant of the same sex as the patient is involved in the escort. Otherwise two (2) police officers will be assigned.
- (iv) Where practical, female police officers should be utilized to escort female prisoners.

ARTICLE 23
BULLETIN BOARDS

23.01 The Association may post notices concerning its affairs on the bulletin boards approved by the Chief.

ARTICLE 24
POLICE VEHICLES

- 24.01 (a) During the 8:00 p.m. to 4:00 a.m. shift in the Northeast Avalon Region, there will be a minimum of three (3) patrol cars each staffed by two (2) police officers.
- (b) Under normal conditions, the police van will be staffed by two (2) police officers.

ARTICLE 25
MANAGEMENT/ASSOCIATION RELATIONS COMMITTEE

- 25.01 (a) A Management/Association Relations Committee shall be established within thirty (30) days of signing of this Agreement. The Committee shall consist of three (3) members appointed by the Employer and three (3) members appointed by the Association. Meetings of the Committee shall be held at least once every two (2) months unless otherwise mutually agreed and shall be chaired alternately by representatives of the Employer and Association.

- (b) In the case of Corner Brook Region and Labrador West Region, a problem solving committee shall be established within each of these jurisdictions within thirty (30) days of the signing of this Agreement. Each committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Association who are attached to the respective division. Meetings of the committee shall be held every two (2) months unless otherwise mutually agreed. All problems not resolved at these meetings will be forwarded to the Management/Association Relations Committee for perusal.

ARTICLE 26
SENIORITY AND LAYOFFS

Seniority

- 26.01 (a) Subject to the provisions of this Article, seniority shall be bargaining unit-wide and will be determined by the total length of time served by the police officers from the date the police officer was sworn in a classification covered by this Agreement.
- (b) Tie Breaking Mechanism:
- (i) For police officers sworn in prior to September 1, 2005: those police officers commencing their training period on the same day shall have their position on the seniority list determined by their date of successful application for membership in the Police Service, i.e., those who applied first shall have their name first on the seniority list and will thus be deemed to have greater seniority.
- (ii) For police officers sworn in after September 1, 2005: those police officers who have successfully completed the Memorial University of Newfoundland-Royal Newfoundland Constabulary Police Studies Program and are sworn in on the same day shall have their position on the seniority list for that date of swearing in determined by their final grade average upon completion of the Memorial University of Newfoundland component of the program, i.e., the police officer with the highest grade average shall have their name first on the seniority list and will thus be deemed to have greater seniority. In the event of a tie to the nearest one-hundredths place (for example, two police officers each having a final grade of 75.25), the police officer with the higher grade average from the Memorial University of Newfoundland portion of the program will be senior.
- (iii) For police officers sworn in after October 1, 2010: those police officers who have successfully completed the Memorial University of Newfoundland-Royal Newfoundland Constabulary Police Studies Program and are sworn in on the same day shall have their position on the seniority list for that date of swearing in determined by their final grade average upon completion of the program, i.e. the police officer with the highest grade average shall have their name first on the seniority list and will thus be deemed to have greater seniority. In the event of a tie to the nearest one-hundredths place (for example, two police officers each having a final grade of 75.25), the police officer with the higher grade average from the Memorial University of Newfoundland portion of the program will be senior.

- (iv) For experienced police officers sworn in after September 1, 2005: those police officers who are sworn in on the same day shall have their position on the seniority list for that date of swearing in determined by the total length of his or her experience as a police officer with a recognized Police Service. Where crediting the experience of two or more experienced police officers results in the same seniority the position of the police officers on the seniority list for that date of swearing in will be determined by the date of successful application for membership in the Police Service.
- (v) Where police officers who have successfully completed the Memorial University of Newfoundland-Royal Newfoundland Constabulary Police Studies Program and experienced police officers are sworn in on the same date police officers who have successfully completed the Memorial University of Newfoundland-Royal Newfoundland Constabulary Police Studies Program will be placed ahead of experienced police officers for that date of swearing in on the seniority list.
- (c) Those promoted first to a rank shall be considered senior in that rank to those promoted subsequently to the rank.

26.02 The following conditions shall result in loss of seniority for a police officer:

- (a) the police officer resigns or retires and is not re-employed within thirty (30) calendar days;
- (b) the police officer is dismissed and is not reinstated;
- (c) the police officer has been laid off in excess of twelve (12) consecutive months;
- (d) when recalled from layoff the police officer fails to report within fourteen (14) calendar days of notice to do so unless sufficient reason is given by the police officer; and
- (e) the police officer is absent from work for five (5) consecutive days without notifying the Chief giving a satisfactory reason for such absence.

- 26.03
- (a) Every new member of the Police Service, appointed as a recruit or as a previously experienced officer, shall serve a twelve (12) month probationary period during which he or she shall not acquire seniority, but should his or her services be retained beyond the twelve (12) month probationary period, his or her seniority shall date from the commencement of the probationary period. A new recruit or previously experienced officer on probation shall be entitled to all the rights, benefits and privileges provided by this collective agreement save that he or she may be dismissed or laid off at any time without recourse to the Grievance Procedure as provided herein and without the necessity of laying charges against him or her.
 - (b) Every new member of the Police Service, appointed as a recruit or as a previously experienced officer shall serve at least two (2) years on general duties within the Royal Newfoundland Constabulary during which time they shall be ineligible for any posted position in any specialized section, division or unit.

- 26.04 The Employer shall prepare a seniority list the first day of January of each year showing for each police officer thereon (a) name, (b) classification, (c) date, from which seniority commences. A copy of this seniority list shall be posted by the Employer on a bulletin board or boards accessible to all police officers affected by it and a copy will be supplied to the Association by the same date. The seniority list shall contain the names of all police officers having or retaining seniority under the provisions of this Collective Agreement.
- 26.05 A police officer laid off because of a shortage of work or for other than being discharged for a justifiable cause shall retain but not accrue seniority for a period of twelve (12) months. It shall be the responsibility of the police officer concerned to keep the Employer informed of the police officer's current address.
- 26.06 (a) A police officer granted leave of absence to attend school, or to take an approved course of training shall retain and accrue seniority during such leave of absence.
- (b) A police officer on a leave of absence to assume full time employment with the RNCA shall retain and accrue seniority during such leave of absence.
- 26.07 A police officer on leave of absence because of illness or accident not received by an act of violence or other injury shall retain and accrue seniority until the expiration of the police officer's accumulated paid sick leave. After the expiration of the police officer's accumulated sick leave such a police officer shall retain but not accrue seniority for twelve (12) months.
- 26.08 A police officer injured by an act of violence or other injury or afflicted by a contagious disease while in the performance of his or her duties as a police officer shall retain and accrue seniority.
- 26.09 (a) The day to day filling of preferred positions will be carried out on a seniority basis.
- (b) Subject to Clause 1.01(p), when a "preferred position" becomes vacant on a temporary basis, and the need to fill that position is of an expedient nature, the senior police officer within the shift in the Patrol Division will be given the opportunity to fill that position provided the police officer is qualified and available at the time, however, this shall not apply to police officers on callback or performing overtime.
- (c) Subject to Clause 28.01(a), should a police officer grieve and secure a preferred position, the police officer shall be required to fill such position at least six (6) months if required to do so by the Chief.

Layoffs

26. 10 In the event layoffs or redundancies become necessary in the bargaining unit, the Employer will determine the number of police officers to be laid off or reduced in rank and will select the individual police officers to be laid off or reduced in rank in the following order:
- (a) If a reduction in the rank of constables occurs:
Police officers with the least amount of seniority in the constable rank shall be laid off first. For the purpose of this Clause, the constable rank shall mean recruit to constable (25th and plus year).

- (b) If a reduction in the rank of sergeant occurs:

Sergeants with the least amount of seniority in that rank will first be reduced to the rank of constable and the layoff will occur in accordance with Clause 26.10 (a). If two (2) or more police officers are promoted to the rank of sergeant effective the same day, the tie breaker for the purposes of seniority shall be bargaining unit wide seniority.

- (c) If a reduction in the rank of staff/sergeant occurs:

(i) Staff/sergeants with the least amount of seniority in that rank will first be reduced to the rank of sergeant and seniority within that rank shall be determined by the date first promoted to sergeant.

(ii) If a reduction of the staff complement of sergeants is required, it will be in accordance with Clause 26.10 (b). If two or more police officers are promoted to the rank of staff/sergeant effective the same day, the tie breaker for the purposes of seniority shall be bargaining unit wide seniority.

- (d) (i) When vacancies occur in the rank of sergeants and staff/sergeants, police officers previously demoted in accordance with the provisions of Clauses 26.10 (b) and (c) respectively shall be returned to their former position and rank.

(ii) In the event that a sergeant or a staff/sergeant vacancy occurs in any region, this vacancy must first be offered in accordance with seniority in rank to the police officers reduced in rank under Clauses 26.10 (b) and (c) respectively before promoting from the sergeant or staff/sergeant roster as per the collective agreement.

- (e) For the purpose of Clause 26.10:

(i) Seniority means the total length of time served by the police officers in the classifications covered by this agreement.

(ii) “Seniority in the rank” means the total length of time served in the rank. For the purpose of this Clause, the constable rank shall mean recruit to constable (25th and plus year).

ARTICLE 27 **PROMOTIONS**

27.01 Scheduling

The Chief of Police shall call for applications for police officers interested in being assessed through a promotional process every three (3) years or upon depletion of the promotional pool, whichever is sooner. If no promotional opportunities are foreseen in the immediate future, the Chief of Police may postpone the call for applications.

27.02 Eligibility

- (a) Constables must have completed at least five (5) years in the rank, at the time of writing, in order to be eligible to compete for the position of Sergeant. Two (2) of the five (5) years must have been within the Royal Newfoundland Constabulary.
- (b) Sergeants must have completed at least two (2) years in the rank, in the Royal Newfoundland Constabulary, at the time of writing, in order to be eligible to compete for the position of Staff Sergeant.

27.03 Promotional Board

A Promotional Board comprised of an Officer of the Royal Newfoundland Constabulary designated by the Chief of Police, an individual designated by the Association, and an official to act as Chairperson designated by the Newfoundland and Labrador Public Service Commission shall be formed as required.

27.04 Assessment

- (a) The Promotional Board shall assess the eligibility of all candidates to partake in the promotional process based on the following:
 - (i) review of the candidate's personal file, which shall include a consideration of the previous two (2) years of performance evaluations, commendations and any discipline findings which are still current, as per Clause 30.05;
 - (ii) written references from each candidate's immediate supervisor up to and including the rank of Superintendent or equivalent civilian manager; and
 - (iii) candidates' applications and résumés, outlining training and work experience.
- (b) The Promotional Board shall assess the promotional potential of all candidates based on a three (3) stage process. Candidates must achieve a mark of sixty-five percent (65%) or greater in each category to progress to the next level and an overall minimum average of seventy-five percent (75%). The stages, in order of progression, are:
 - (i) written examination (open book);
 - (ii) written discussion paper, on a current police related topic which is first approved by the Promotional Board; and
 - (iii) interview before the Board.
- (c) The content of an applicant's discussion paper may serve as the basis for questions during the applicant's interview with the Promotional Board.
- (d) No rounding of scores shall occur at any stage of the process.

- (e) Once a candidate has successfully completed all stages, the candidate will be approved to become part of the promotional pool and will permanently remain part of the promotional pool and will not be required to participate in the requirements of Article 27.04(b). Any promotional pools in existence at the time of signing of this Agreement shall be governed by this Article.

27.05 Eligibility Retention

To retain their eligibility for promotion, successful candidates must file, within thirty (30) days of having been so instructed, a certificate from a designated qualified medical practitioner certifying medical standards acceptable to the Chief of Police.

27.06 Appeal

Appeals of Promotional Board decisions or those made under Clause 28.02(b) may be processed through the Grievance Procedure, Article 32. Grievances concerning promotion should commence at subparagraph (iv) of Clause 32.02 (c). Prior to filing a grievance, the candidate shall request a post-board meeting to attempt to settle the issue.

- *27.07 *(a) When filling temporary supervisory vacancies, the Employer shall select the police officer, within the division, who ranks the highest in the most recent promotional competition, provided the competition has been completed in the previous twelve (12) months. If no promotional competition has been completed within the previous twelve (12) months, vacancies shall be filled by the senior police officer, as deemed qualified by the Employer, within the division in the promotional pool. The selection of the member is subject to operational requirements.
- *(b) In the case of Corner Brook and Labrador the selection of a police officer will be made within the region.

ARTICLE 28

POSITION AND PROMOTIONAL COMPETITIONS AND TRANSFERS

Competitions

- *28.01 (a) When a vacancy occurs, other than those referred to in Clause 1.01(p) and in Clause 28.02, which the Chief of Police determines will be filled, or a new position is created, the Chief of Police shall post notice of the position in all Regions so that all members of the Bargaining Unit will have the opportunity to know of the vacancy or new position. Positions shall be posted for a period of two (2) weeks. This notice shall contain the following:
- nature of the position
 - qualifications for the position
 - required work knowledge
 - necessary skills
 - required rank

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "The Royal Newfoundland Constabulary is an equal opportunity Employer".

- (b) The Chief of Police shall review the applicants and shall select the police officer best suited for the position based upon an assessment of skills, ability, qualifications, training and merit. Provided, however, that on a candidate to candidate assessment (as between candidates), where the best candidate is considered relatively equal on each of the considerations to another candidate who has more seniority, the candidate with more seniority shall be awarded the position, subject to any reasonable operational and organizational considerations of the Police Service. If none of the applicants are suitable, the Chief of Police may select any member of the Police Service and provide the name and reasons for the selection.
- * (c) Both parties recognize the desire to broaden the experience of the members of the Police Service in as many areas of police work as possible. To further this end, the Employer may institute various periodic transfers or new assignments within the Police Service for the purpose of furthering the experience of members. Such transfers or assignments may be extended to a maximum two (2) year duration.

28.02 Supervisory Vacancies

- (a) Supervisory vacancies in any bargaining unit position shall be advertised within thirty (30) days from the time the vacancy occurs. The Chief of Police shall call for applications from interested police officers currently in the rank and police officers in the respective promotional pool. Each applicant shall complete an application form and include a résumé, outlining training and work experience.
- (b) The Chief of Police, or his designate, will choose the successful candidate based upon supervisory ability, qualifications, training, merit and experience. In the case of all these being determined equal as among the applicants, the senior applicant will be chosen.
- (c) A candidate selected for a promotion who is being investigated in relation to a disciplinary matter may have the decision regarding a promotion stayed, at the discretion of the Chief of Police. The candidate shall maintain his or her status in the promotional pool and the Chief of Police may or may not fill the vacancy temporarily, pending the resolution of the matter.
- (d) The police officer chosen by the Chief of Police, or the Chief of Police's designate, to receive the promotion shall be paid the higher rate of salary from the date of promotion or from the 30th day from the date the vacancy occurred, whichever comes first.

28.03 Copies of all position and promotion competition postings will be supplied concurrently to the Association.

Transfers

- 28.04 (a) (i) General - The Chief shall have the right to make lateral transfers.
- (ii) Notwithstanding Clause 28.04(a)(i), the Chief is required to post opportunities for the lateral transfers of police officers of patrol operations to general duty assignments within the Criminal Investigation Division where the period of lateral transfer is anticipated to exceed thirteen (13) weeks.
- 28.05 If the lateral transfer involves a police officer re-locating from one region to another region the Chief of Police shall select from the applicants a police officer who based on an assessment of skills, ability, qualifications, training and merit is best suited for the position. Provided, however, that on a candidate to candidate assessment (as between candidates), where the best candidate is considered relatively equal on each of the considerations to another candidate who has more seniority, the candidate with more seniority shall be awarded the position, subject to any reasonable operational and organizational considerations of the Police Service. If none of the applicants are suitable or no one applies the Chief of Police will transfer the most junior qualified police officer.
- 28.06 Police Officers transferred to the Corner Brook Region or the Labrador West Region may apply for transfer to another region after one year, however, there is no obligation on the Chief of Police to consider their applications. Within four (4) years after applying for transfer in writing the Chief must transfer the police officer to another region if the police officer still wants a transfer. If a police officer who has been in these locations for three (3) or more consecutive years requests transfer the Chief must transfer the police officer within two (2) years of the written requests.
- 28.07 (a) Where a police officer is laterally transferred and is not performing his or her duties at the acceptable level, as determined by the police officer's supervisor, the police officer shall be so advised and given a period of three (3) months to attain the level established by the police officer's supervisor. During this period the police officer's performance will be reviewed with the police officer on a monthly basis.
- (b) If under the three (3) month period referred to under Clause 28.07(a), the police officer has not attained the level of performance established by the police officer's supervisor, the police officer shall be reassigned duties in accordance with Clause 28.04(a). The three (3) month period referenced in this Clause may be extended by a further three (3) month period upon mutual agreement of the Chief of Police and the Association.
- (c) Where a police officer is reassigned duties under Clause 28.07(b), the police officer may apply for reinstatement in his or her previously assigned duties after one year has elapsed since he or she was reassigned. The police officer will be re-evaluated in accordance with Clauses 28.01(a), 28.01(b), and 28.07(a).
- 28.08 Where a police officer is a member of the Association Executive, time spent in conducting approved Association business during the period of lateral transfer will not be counted in assessing actual work performance.

ARTICLE 29
TRAINING

- 29.01 In-service training courses will be provided from time to time. Such training will be compulsory for police officers identified by the Chief of Police.
- 29.02 All examinations or tests and the results thereof shall be part of the record of the police officer concerned and the record of a police officer shall be open at all reasonable times to the police officer concerned. Should a police officer wish to see his or her record he or she may be accompanied by an official of the Association should he or she so desire.
- 29.03 Where the Employer requires a police officer to participate in a course of training or authorizes such participation, books, stationary, equipment and travelling costs necessary shall be provided by the Employer without cost to the police officer. No police officer shall lose wages as a result of a training course referred to in this clause or examinations in connections therewith.
- 29.04 Transfers for Training Purposes referred to in Clause 29.04 will not result in a change in the rate of pay by virtue of such transfer.
- *29.05 The Training Officer will ensure that candidates selected for promotion in accordance with Article 27, who have not already received a course in the Role of the Supervisor and/or a mid-management course, will do so within twelve (12) months from the date of promotion. Subject to availability, the training will be offered to candidates in the promotional pool.
- 29.06 Police officers who are enrolled in either the Criminology Certificate Program or in the Degree of Bachelor of Arts (Police Studies) program at Memorial University may request from the Chief of Police time off to attend classes which occur during their regular shift. Subject to the operational requirements of the Police Service, the Chief will endeavour to grant such requests, provided they are kept to a reasonable limit.
- 29.07 Police officers who successfully complete courses within the Criminology Certificate Program and submit proof of same, with receipt for tuition and books, shall receive 50% reimbursement of those expenses through the Public Service Commission.
- 29.08 Police officers who successfully complete courses within the Bachelor of Arts (Police Studies) Program at Memorial University and submit proof of same with receipt for tuition and books, shall receive 50% reimbursement of those expenses by the Chief.
- 29.09 Police Officers shall be reimbursed for a maximum of four (4) courses per year.
- 29.10 (a) In addition to the training referred to in Clause 29.01, specialized training programs arranged by police management will be made available from time to time at the expense of the Employer. Notice of these courses will be posted in advance. Priority will be given to police officers working in or about to be transferred to an area related to the course content. The Chief shall review the applicants and shall select the member best suited for the training based upon an assessment of skills, ability, qualifications, training and merit. Provided, however, that on a candidate to candidate assessment (as between candidates), where the best candidate is considered relatively equal on each of the considerations to another candidate who has more seniority, the

candidate with more seniority shall be selected for the training program, subject to any reasonable operational and organization considerations of the Police Service. If none of the applicants are suitable, the Chief may select any member of the Police Service and provide the name and reasons for the selection.

- (b) When posting such notices, the Employer shall identify a minimum assignment time requirement during which the successful applicant must remain in the area of work to which the training is related.
- (c) Upon closing of the invitation for application, all applicants will be notified electronically, forty-eight (48) hours prior to the selection.

ARTICLE 30 **DISCIPLINE**

- 30.01 Subject to Clauses 26.03(a), 30.02 and 30.03, dismissals, suspensions and other disciplinary action shall be carried out in accordance with the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) and *Regulations* made thereunder.
- 30.02 In the case of a police officer who feels he or she has been unjustly dealt with through a disciplinary action not covered by the *Regulations* made under *The Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) such a police officer may file a grievance in accordance with the procedure set forth in Article 32 entitled "Grievance Procedure". In all cases of dismissal, suspension, or a disciplinary action involving demotion or of a serious nature, the police officer concerned will be served with a written notice stating the reason or cause for the action before such action becomes effective.
- 30.03 Should there be any alterations or changes in the *Regulations* in force under the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) in relation to the procedure for dealing with disciplinary action, grievances relating to suspension and dismissals may be processed in accordance with the Grievance Procedure set forth in Article 32.
- 30.04 Subject to Clause 30.01 there shall be only one (1) recognized personal file for each police officer and this file shall be maintained at Police Headquarters. Police officers stationed at Labrador West and Corner Brook regions shall have a copy of their recognized personal file maintained at that region for the term of their posting. Any document alleging misconduct or that may be construed as being of a disciplinary nature and which will form part of a police officer's record, will be copied and a copy forwarded to the police officer concerned prior to being placed in the police officer's file.
- 30.05 Any such document referred to in Clause 30.04 shall be removed and disregarded after the expiration of two (2) years from the date it was placed in the police officer's file provided there has not been a recurrence of a similar incident during that period. The police officer shall be responsible to see that any such document is removed.
- * 30.06 Discipline matters that the Chief considers to be minor in nature ("minor discipline matters") are to be dealt with under this paragraph, while discipline matters that the Chief considers to be major in nature ("major discipline matters") are to be dealt with under the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) and *Regulations*. Minor discipline matters are to be dealt with as follows:

- (a) The Chief or the Chief's designee shall investigate and assess the penalty for a minor discipline matter, being one of,
 - (i) a verbal reprimand,
 - (ii) a written reprimand,
 - (iii) forfeiture of pay or lieu time.
- *(b) The Police Officer may not be eligible for promotion for up to six (6) months.
- (c) The Chief or the Chief's designee shall inform the police officer in writing of the reason(s) for the discipline and for the penalty, as well as the police officer's right to grieve the discipline or penalty, or both.
- (d) The aggrieved police officer may take the matter up with the Chief or the Chief's designee within seven (7) calendar days of receipt of the discipline letter. The grievor may be accompanied, if the grievor so desires, by a member of the Association Grievance Committee. The Chief or the Chief's designee shall give an answer to the grievor within five (5) calendar days from the time the Chief was approached.
- (e) If the matter is not satisfactorily resolved, the Association may take the matter to arbitration and shall notify the Chief in writing within fifteen (15) days of the reply from the Chief of Police or the Chief's designee. The Arbitration proceeding for minor discipline matters under this paragraph (the "discipline arbitration") shall be in accordance with the procedure and format hereinafter set out, and Article 32 shall not apply.
- (f) The discipline arbitration shall be conducted by a mutually agreed sole arbitrator in an expedited and informal manner. Upon notification by the Association or the Employer, the Arbitrator shall set a hearing date within fourteen (14) days. The parties shall exchange full written submissions of all facts and arguments to each other and to the Arbitrator at least forty-eight (48) hours prior to the scheduled hearing.
- (g) The Arbitrator should restrict the hearing process to two (2) hours or less. Evidence should only be entertained on critical issues of disputed facts, and in an expedited fashion. The parties should avoid using lawyers.
- (h) The Arbitrator shall render a decision within five (5) days. The Arbitrator may allow the grievance, dismiss the grievance, or modify the discipline penalty as the Arbitrator decides appropriate in the circumstances. The Arbitrator's decision may be with or without written reasons. Any reasons should be brief.
- (i) The parties shall share equally the remuneration and expenses of the Arbitrator.

Article 21 does not apply to a discipline arbitration proceeding conducted in accordance with this paragraph. Article 21 does apply to major discipline matters conducted under the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended) and *Regulations*.

ARTICLE 31
PENSION PLAN

31.01 Any questions or recommendations with respect to the Uniformed Services Pension's Act shall be referred to the Management/Association Committee.

ARTICLE 32
GRIEVANCE PROCEDURE

32.01 The Employer acknowledges the right of the Association to appoint, elect, or otherwise select a grievance committee to represent the police officers to which this Agreement applies.

32.02 Where a difference arises between the Employer and any police officer relating to:

- (a) the interpretation or application of this Agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated;
- (b) a police officer feeling that he or she has been unjustly or unfairly marked, assessed or evaluated in an examination relating to promotion or possible promotion in accordance with Article 27 – Promotional Pool;
- (c) whether a police officer has been offered suitable employment after becoming permanently disabled or incurs a recurring disability; such difference, allegation or claim shall hereinafter be referred to as a "grievance" and the following procedure shall apply:
 - i) the aggrieved police officer may take any such matter up with his or her immediate management supervisor and must do so within seven (7) calendar days of the occurrence of the incident giving rise to the grievance or its discovery. The grievor may be accompanied, if the grievor so desires, by a member of the Association Grievance Committee or ask two (2) members of the Association Grievance Committee to act on his or her behalf. The immediate management supervisor shall give an answer to the grievor within five (5) calendar days from the time the immediate management supervisor was approached.
 - ii) If the answer of the immediate management supervisor is not satisfactory or if no answer is received within the specified time limit the police officer concerned may take the matter up with the officer in charge of the Division in which the police officer works. Such action must be taken within five (5) calendar days from the time the immediate management supervisor gave, or should have given, a decision. The grievor, if he or she so desires, may be accompanied by a member of the Association Grievance Committee or may ask two (2) members of the said Committee to act on his or her behalf.

The officer in charge of the Division shall give a reply within five (5) calendar days from the time the matter was brought to his or her attention.

- iii) If the answer of the officer in charge of the Division is not to the satisfaction of the grievor, the grievor may ask the Association to process the matter further and such submission must be in writing. Such action must be taken within five (5) calendar days from the time the answer was received, or should have been received, from the Officer in charge of the Division.
- iv) Upon receipt of a grievance as per (iii) above the Executive of the Association may refer the matter to a Grievance Committee consisting of two (2) Association representatives and two (2) management representatives, and the Committee shall be chaired by a member of management. The Committee shall give their answer within fourteen (14) calendar days of the referral of the grievance to the Committee by the Association.
- v) If the matter is not resolved to the satisfaction of the grievor, the Executive of the Association may within seven (7) calendar days of receipt of the Grievance Committee's answer refer the matter to the Chief of Police by correspondence. The chief shall give a reply within fifteen (15) calendar days of the referral of the grievance to the Chief of Police.
- vi) If no satisfactory settlement has been reached consequent upon the reference made under sub-paragraph (v) the Executive of the Association shall formally consider the matter in a meeting and decide whether or not to take the matter to arbitration. Should such decision be in the affirmative the Association shall notify the Employer in writing within fifteen (15) calendar days from the time the reply is received or should have been received from the Chief, of its intention to submit the matter to an arbitration board and the Association in the same notice shall name one person to serve on the arbitration board.
- vii) Within ten (10) calendar days after receiving the notice referred to in sub-paragraph (vi), the Employer shall notify the Association in writing naming a person to serve as its nominee on the arbitration board. Should the party to whom notice is given in (vi) fail to appoint an arbitrator within the time specified herein, the chairperson of the Labour Relations Board shall, on the request of either party, appoint a person to the board on behalf of the party who failed to make the appointment and such person shall be deemed to be appointed by that party.
- viii) Within seven (7) calendar days after the appointment of the second arbitrator as provided in sub-section (vii) the two (2) persons named to serve on the arbitration board shall select a third person to act as chairperson of the board. Should such chairperson not be appointed within seven (7) calendar days or should the appointees be unable to agree on a chairperson then either party may apply to the chairperson of the Labour Relations Board to appoint a chairperson to the board of arbitrators and such appointment, when made, shall be accepted by both parties.
- ix) No person shall be selected as a member of an arbitration board who has been directly involved in attempts to settle the grievance.

- x) Upon the arbitration board being duly constituted it shall meet, give the parties and witnesses time to present evidence of the case before the board, and render a decision in writing, together with the grounds upon which such decision or award are based, within thirty (30) days from the time the board was fully constituted. The board of arbitration shall establish its own procedure, but shall not be inconsistent with established arbitration board procedures.
- xi) The decision of a majority of an arbitration board shall be the decision of the board and if there is no majority the decision of the chairperson shall be the decision of the board. The arbitration board shall not have the power to add to, subtract from or modify any terms or provisions of this agreement. In cases dealing with examinations and/or evaluations in connection with promotions or possible promotions the board shall have the power to hear evidence and to examine all documents pertaining to the marking, assessment and evaluation of the police officer concerned. The arbitration board shall have the power to modify or set aside any penalty imposed by the Employer, relating to the disciplinary measures before them, save such as may be defined and set forth in this agreement. The decision of the arbitration board shall be final and binding upon the parties to this agreement and all persons covered by the terms of this agreement.
- xii) The Employer or the Association may commence a grievance through this Grievance Procedure by giving notice in writing to the party against whom the grievance is made and the provisions of this Article shall apply *mutatis mutandis* to such grievance.
- xiii) Each party required by this Agreement to appoint an arbitrator shall pay the remuneration and expenses of that arbitrator and the parties hereto shall pay equally the remuneration and expenses of the chairperson of the arbitration board.
- xiv) The time limits specified in this clause may be changed by agreement in writing of the parties hereto.

32.03 Where the Association or the Association on behalf of a police officer has a grievance involving question of general application or interpretation of the agreement, or where a group of police officers has a grievance, the grievance may in the first instance be submitted at step (iv) of Clause 32.02.

32.04 Failure to Settle Grievance

- (a) Where the grievance procedure has failed to settle the grievance and the grievance has been referred to arbitration and when the parties mutually agree, the grievance may be submitted to the grievance mediation process of the Labour Relations Agency.
- (b) Where a grievance is submitted to mediation, such submission shall not in any way affect the time limits or any other provision of the arbitration procedure, unless mutually agreed by both parties.

32.05 At any stage of the Grievance or Arbitration Procedure the parties shall have the assistance of any police officer(s) concerned as witness and any other witness.

32.06 Police officers who are called as witnesses before an Arbitration Board established in accordance with this Article shall suffer no loss of pay or benefits for time spent at the arbitration hearing.

32.07 Where a grievance is referred to arbitration in accordance with Clause 32.02 (vi), both parties may, by mutual consent, agree to have the dispute dealt with by a sole Arbitrator who is acceptable to both sides instead of an Arbitration Board. In such a case the provisions of this Article as they relate to an Arbitration Board, or Chairperson of an Arbitration Board, shall apply to the sole Arbitrator where the context so requires.

32.08 Expedited Arbitration

Subject to the agreement of both parties the following expedited Arbitration Procedure shall be followed:

- a) A sole Arbitrator must be agreed to by both parties within seven (7) calendar days from the notification of the parties to proceed with expedited arbitration. The appointed Arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- b) In any dispute of interpretation, application, administration or alleged violation of the terms of the Agreement the parties agree to submit a written brief and present oral arguments to a sole Arbitrator within twenty (20) calendar days of the appointment of the Arbitrator.
- c) The sole Arbitrator may, for purposes of clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the Arbitrator.

Subject to the requirement of Clause 30.06(e) for Expedited Arbitration in cases of minor discipline, both parties retain access to the complete arbitration process as described in Article 32 of the Collective Agreement where they do not wish to implement the Expedited Arbitration Procedure. Costs will be shared on a 50/50 basis.

ARTICLE 33
TEMPORARY ASSIGNMENT

33.01 When a police officer is assigned temporarily to a position carrying a higher rate of pay, he or she shall be paid at the higher rate of pay while so assigned provided the assignment lasts at least one (1) complete shift. This shall not apply to persons transferred as trainees in accordance with Clause 29.04.

33.02 Should a police officer be assigned temporarily to a position carrying a lower rate of pay, no reduction in pay shall take place.

ARTICLE 34
SEVERANCE PAY

- 34.01 (a) A police officer who has nine (9) or more years of continuous service in the employ of the Employer, is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his or her weekly salary as of September 30, 2013, to a maximum of twenty (20) weeks pay.
- (b) Effective September 30, 2013, there shall be no further accumulation of service for severance pay purposes.
- (c) Employees who qualify for severance pay in accordance with Clause 34.01 may elect to receive all, or a portion, of their severance pay in advance of resignation, retirement, or expiry of recall rights. Employees who elect to receive an advanced payment of severance pay must notify the Employer in writing by September 30, 2013.
- 34.02 For the purpose of this Article, service for a seasonal police officer shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve (12) consecutive months, service shall commence from the date of re-employment.
- 34.03 A police officer who has resigned or retired may be re-employed if the police officer has been out of the public service for a period which is not less than the number of weeks for which the police officer has received severance pay pursuant to Clause 34.01 above or if he or she refunds the appropriate proportionate part of such severance pay.
- 34.04 For the purpose of this Article, periods of authorized leave without pay shall not be regarded as breaks in continuous service, but the period of leave without pay shall not be counted as service when determining the total amount of service of a police officer.

ARTICLE 35
SALARIES

- 35.01 Police officers will be paid salaries in accordance with Schedule "A" attached to and forming part of this Agreement.
- 35.02 Should the Employer institute new job classifications other than the classifications specified in Schedule "A" appended thereto, the salaries for such classifications shall be negotiable if such classifications are deemed to be within the bargaining unit.
- 35.03 Effective July 1, 2008, a shift differential of seventy-two cents (72¢) per hour shall be paid for each hour the police officer works between the hours of 1600 hours on one day and 0800 hours on the following day.

ARTICLE 36
RELOCATION EXPENSES

- 36.01 A police officer who is required by the Employer to relocate from one geographic location to another shall be eligible for relocation expenses in accordance with the Relocation Policy of Treasury Board.
- 36.02 In addition to the specific expenses reimbursed under Clause 36.01 above, police officers relocating under those procedures shall be entitled to an allowance of \$500 for incidental expenses.

ARTICLE 37
LABRADOR BENEFITS ALLOWANCE

- 37.01 The Labrador benefits shall be paid to police officers covered by this Agreement who are eligible to receive such benefits as outlined in the Labrador Benefits Agreement as outlined in Schedule C.
- 37.03 For the purpose of this Article "dependent" means a spouse, or children under 18 years of age, or 24 years of age if the child is in full-time attendance at a school or post secondary institution. Employees married to each other shall each receive the non-dependent rate, or one (1) shall receive the dependent rate and the spouse no allowance, at their option.

ARTICLE 38
GROUP INSURANCE

- 38.01 The Group Insurance Plan currently in effect will remain in effect. Police officers who have joined the Plan will remain in the plan and all new police officers will join the Plan as a condition of employment.
- 38.02 (a) The Employer will pay 50% of the premiums of the Group Insurance Plan and the police officers will pay 50%.
- (b) The Employer will pay 100% of the premiums for a period of up to fifty-two (52) weeks on behalf of police officers on maternity / adoption / parental leave.

ARTICLE 39
TRAVEL ON THE EMPLOYER'S BUSINESS

- *39.01 Except where additional benefits are provided elsewhere in the Collective Agreement, when police officers are required to travel on Employer business, Treasury Board Travel Expense Rules will apply.
- 39.02 Police officers travelling from the Labrador West Region to the Island and return shall receive, in addition to their entitlement under Clause 39.01, lieu time at straight time for all hours travelled outside of their normal hours of work when such travel time amounts to less than fifteen (15) hours in a sixty (60) day period referred to in the Treasury Board Travel Expense Rules. The police officers shall be entitled to take these hours as lieu time, at straight time, at a reasonable time mutually agreed between the police officer and his or her

immediate commanding officer. Such lieu time hours accrued in a lieu time bank in any calendar year must be taken by April 30th of the following year or shall be forfeited by the police officer. When the lieu bank exceeds thirty (30) hours, the police officer shall take lieu time within thirty (30) days to keep the lieu bank below thirty (30) hours, failing which, the officer may not accumulate additional hours in the bank.

ARTICLE 40
AMENDMENT BY MUTUAL CONSENT

40.01 Any provision in this Agreement, other than the Duration of Agreement, may be amended or altered by mutual consent of the Employer and the Association.

ARTICLE 41
COST OF PRINTING

41.01 The Employer shall print, at a cost to be shared equally between the Employer and the Association, copies of the Collective Agreement.

ARTICLE 42
PERSONAL LOSS

42.01 (a) Where a police officer in the performance of the police officer's duty, suffers any personal loss, and where such loss was not due to the police officer's negligence, the Employer will compensate the police officer the cost of replacement of such a loss to a maximum of three hundred dollars (\$300.00).

(b) Provisions of this Clause shall apply only in respect of personal effects which the police officer would be expected to have in his or her possession during the performance of his or her duties.

42.02 All incidents of loss suffered by a police officer shall be reported in writing by the police officer within two (2) days of the incident, to the Divisional Commander or the Divisional Commander's designate.

ARTICLE 43
ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

43.01 The Employer agrees to disclose to an authorized bargaining agent representative such minimum amount of personal information about a police officer that is necessary to effect discussions or negotiations on behalf of that police officer by his or her bargaining agent representative and the Employer.

The authorized bargaining agent agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 44
PORTABILITY OF BENEFITS

- 44.01 Police Officers who are accepted from another employer or same Employer covered by an Agreement listed in Schedule J within 120 calendar days of resignation from the other employer or same Employer, shall retain portability respecting:
- Accumulated sick leave credits
 - Accumulated annual leave entitlements; and
 - Service for annual leave entitlements purposes; and

The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

The period of training for new recruits shall not be considered a part of the 120 calendar days referenced above.

ARTICLE 45
DURATION OF AGREEMENT

- * 45.01 Subject to Clause 45.02, this Agreement shall be effective from the date of signing, and shall remain in full force and effect until June 30, 2020.
- 45.02 Subject to the provisions of the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended), either of the parties to this Agreement may, within the sixty (60) day period immediately prior to the expiration date of this Agreement, issue notice of its desire to terminate the Agreement or requesting negotiations for a renewal or revision of the Agreement.
- 45.03 Where notice requesting negotiation of a new Collective Agreement has been given, this Agreement shall remain in full force and effect until such time as there is agreement in respect of a renewal, amendment or substitution thereof, this without prejudicing the implementation of any terms of the new Collective Agreement which are agreed under the new Collective Agreement to be retroactive or without prejudicing any rights under the *Royal Newfoundland Constabulary Act, S.N.L. 1992* (as amended).

***ARTICLE 46**
COACH OFFICER PROGRAM

- *46.01 A police officer who is assigned to the Coach Officer Program shall be compensated as follows:
- (a) Primary Coach Officer – police officer who has coached a recruit Constable for all phases of the program shall be entitled to forty four and one half (44.5) hours time off in lieu.
 - (b) Secondary Coach Officer - police officer who is assigned a recruit Constable for twenty four (24) shifts or greater shall be entitled to twenty four (24) hours time off in lieu.


- (c) Primary and Secondary Coach Officers shall be required to use time off in lieu by March 31 of the following year in which it was allocated. Such time off in lieu shall not be paid to the police officer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador by the Honourable Andrew Parsons, Minister of Justice and Public Safety, and Attorney General and the Honourable Tom Osborne, Minister of Finance and President of Treasury Board, in the presence of the witness hereto subscribing:




Witness



Tom Osborne
Minister of Finance
President of Treasury Board



Witness

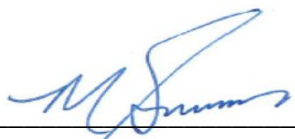


Andrew Parsons
Minister of Justice and Public Safety
Attorney General

SIGNED on behalf of the Royal Newfoundland Constabulary Association by its proper officers in accordance with its constitution in the presence of the witness hereto subscribing:




Witness



Mike Summers, President




Nicholas Cashin, 1st Vice-President



Jordan McEntegart, 2nd Vice-President



Robyn Knight, Secretary



Scott Harris, Treasurer

:

SCHEDULE A
SALARY FORMULA

I. Compute the Atlantic Canada Weighted Average	<p>i) 1st Class Constable Salary Fredericton Police Service 1st Class Constable Salary Saint John Police Service +1st Class Constable Salary Cape Breton Regional Police Service = (A)</p> <p>ii) (A) ÷ 3 = (B)</p> <p>iii) (B) + 1st Class Constable Salary Halifax Regional Police ÷ 2 = <i>Atlantic Canada Weighted Average</i></p>
II. Compute the Discounted Western and Central Canada Average	<p>i) 1st Class Constable Salary Gatineau Police Service 1st Class Constable Salary Sherbrook Police Service 1st Class Constable Salary Greater Sudbury Police Service 1st Class Constable Salary Windsor Police Service 1st Class Constable Salary Thunder Bay Police Service 1st Class Constable Salary Saskatoon Police Service 1st Class Constable Salary Regina Police Service 1st Class Constable Salary Victoria Police Department + 1st Class Constable Salary Royal Canadian Mounted Police = (C)</p> <p>ii) (C) ÷ 9 = (D)</p> <p>iii) (D) x 0.93 = <i>Discounted Western and Central Canada Average</i></p>
III. Compute the Royal Newfoundland Constabulary (RNC) 1st Class Constable Rate	<p>i) <i>Atlantic Canada Weighted Average</i> + <i>Discounted Western and Central Canada Average</i> = (E)</p> <p>ii) (E) ÷ 2 = <i>Royal Newfoundland Constabulary 1st Class Constable Rate</i></p>
IV. Calculate the Salaries Using the Rank Ratio Model	<p>Recruit (1st Year) = <i>RNC 1st Class Constable Rate</i> x .60 Constable (2nd Year) = <i>RNC 1st Class Constable Rate</i> x .70 Constable (3rd Year) = <i>RNC 1st Class Constable Rate</i> x .80 Constable (4th Year) = <i>RNC 1st Class Constable Rate</i> x .90 Constable (5th to 9th Year) = <i>RNC 1st Class Constable Rate</i> Constable (10th to 14th Year) = <i>RNC 1st Class Constable Rate</i> x 1.03 Constable (15th to 19th Year) = <i>RNC 1st Class Constable Rate</i> x 1.06 Constable (20th to 24th Year) = <i>RNC 1st Class Constable Rate</i> x 1.09 Constable (25th year +) = <i>RNC 1st Class Constable Rate</i> x 1.12 Police Sergeant = <i>RNC 1st Class Constable Rate</i> x 1.20 Staff Sergeant = <i>RNC 1st Class Constable Rate</i> x 1.30</p>

***SCHEDULE A**
SALARY IMPLEMENTATION FORMULA

* Effective April 1, 2017, and Annually, up to and including April 1, 2020:

Using the salary rates for First Class Constable in effect on March 31st, on each year in the selected cities, as outlined in the Salary Formula, recalculate the salaries in accordance with the “Salary Formula”.

***SCHEDULE A**
Police Annual Salaries
Non-Management Pay Plan

	Effective January 1, 2007 Rank Ratio ¹	Effective April 1, 2016
Recruit (1st Year ²) 0 - 12 months inclusive	60%	\$51,018.01
Constable (2 nd Year) 13 - 24 months inclusive	70%	\$59,521.01
Constable (3 rd Year) 25 - 36 months inclusive	80%	\$68,024.01
Constable (4 th Year) 37 - 48 months inclusive	90%	\$76,527.01
Constable (5 th to 9 th Year) 49 - 108 months inclusive	100% ³	\$85,030.01
Constable (10 th to 14 th Year) 109 - 168 months inclusive	103%	\$87,580.91
Constable (15 th to 19 th Year) 169 - 228 months inclusive	106%	\$90,131.81
Constable (20 th to 24 th Year) 229 - 288 months inclusive	109%	\$92,682.71
Constable (25 th and plus Year) 289 months plus	112%	\$95,233.61
Police Sergeant	120%	\$102,036.01
Staff Sergeant	130%	\$110,539.01

Notes:

1. % of Royal Newfoundland Constabulary 1st Class Constable Rate
2. Year means the number of years of police service as recognized by the Employer upon offer of employment.
3. Royal Newfoundland Constabulary 1st Class Constable Rate

SCHEDULE B
12 HOUR SHIFT SCHEDULE

Schedule Characteristics:

Over an eight-week schedule a police officer would work 14 day shifts of twelve hours duration (168) hours, 7 night shifts of 11 hours duration (77 hours) and 7 night shifts of 9.5 hours duration (66.5 hours) for a total of 311.5 hours. This would allow one training day of 8.5 hours duration every eight weeks before that team commences day shift on Thursday.

Notes: D = Day 0700 to 1900 (12 Hours) or 0800 to 2000 (12 hours)

N = Night 2000 to 0700 (11 hours) or 1900 to 0430 (9.5 hours)

T = Training Day 0900 to 1730 (8.5 hours)

□ = Rest Day

	Week 1								Week 2								Week 3							
Platoon	S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
A	D	D	N	N						D	D	N	N						D	D	N	N		
B			D	D	N	N					D	D	N	N						T	D	D	N	
C				T	D	D	N		N					D	D		N	N					D	
D	N	N					D		D	N	N						D	D	N	N				
	Week 4								Week 5								Week 6							
Platoon	S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
A				D	D	N	N					T	D	D	N		N						D	D
B	N					D	D		N	N					D		D	N	N					
C	D	N	N						D	D	N	N						D	D	N	N			
D		D	D	N	N						D	D	N	N						D	D	N	N	
	Week 7								Week 8															
Platoon	S	M	T	W	T	F	S		S	M	T	W	T	F	S									
A	N	N					D		D	N	N													
B	D	D	N	N						D	D	N	N											
C			D	D	N	N						D	D	N	N									
D					T	D	D	N		N					D	D								

SCHEDULE C
***LABRADOR BENEFITS AGREEMENT**

ARTICLE 1
SCOPE

- 1.1 This Agreement is applicable to all employees in Labrador whose Employers are signatory to this agreement, represented by the Canadian Union of Public Employees, the Newfoundland and Labrador Association of Public & Private Employees, the Registered Nurses' Union Newfoundland and Labrador, the Newfoundland and Labrador Teachers Association and the Royal Newfoundland Constabulary Association. The terms of the agreement will be considered to form an integral part of all collective agreements.

ARTICLE 2
DURATION

- *2.1 This agreement shall be effective from the February 10, 2020, and shall remain in full force and effect until March 31, 2022. It shall be renewed thereafter through the normal process of collective bargaining utilized by each of the employee groups, or, with the consent of the parties, will be renewed through joint negotiations. At the request of either party negotiations shall commence six (6) months prior to the expiry date of this agreement.

ARTICLE 3
LABRADOR ALLOWANCE

- *3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule "A."

	LABRADOR ALLOWANCE		
	DATE	SINGLE	DEPENDENT
GROUP 1	10-Feb-20	2939	5878
	1-Apr-20	2979	5918
	1-Apr-21	3019	5958
GROUP 2	10-Feb-20	3402	6793
	1-Apr-20	3442	6833
	1-Apr-21	3482	6873
GROUP 3	10-Feb-20	3558	7089
	1-Apr-20	3598	7129
	1-Apr-21	3638	7169

In the case of spouses who are both employed by Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, the total amount paid to both employees shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with their hours of work excluding overtime.

- *3.2 Labrador Benefits will be paid to employees for periods of maternity, parental and adoption leave.

ARTICLE 4
TRAVEL ALLOWANCE

- *4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s). The travel allowance shall be paid out during the pay period following April 15th at the rate in effect on April 15th of the year in which the allowance is to be paid.

	TRAVEL ALLOWANCE		
	DATE	EMPLOYEE	DEPENDENT
GROUP 1	10-Feb-20	911	702
	1-Apr-20	950	702
GROUP 2	10-Feb-20	962	754
	1-Apr-20	1001	754
GROUP 3	10-Feb-20	1015	806
	1-Apr-20	1054	806

- *4.2
 - *(a) This allowance shall be paid to employees in the first pay period following April 15th of each year on a pro-rated basis in accordance with their hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents at March 31st of each year.
 - *(b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on the employee's hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- 4.3
 - (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
 - (i) Maternity Leave/Parental Leave/Adoption Leave
 - (ii) Injury-on-Duty/Worker's Compensation Leave
 - (iii) Paid Leaves
 - (iv) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
 - (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.

- (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of spouses who are both employed Her Majesty the Queen in Right of Newfoundland and Labrador as represented by Treasury Board, or a Board, Agency or Commission, each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. E.g. Members of the RNCA would continue to receive the employee travel benefit under their collective agreement unless the employee travel benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.

ARTICLE 5 **LEAVE**

- 5.1 Employees covered by this agreement shall receive three (3) non-cumulative, paid leave days in the aggregate per year. This leave will only be utilized when the employee is delayed from returning to the community due to interruptions to a transportation service occurring within Labrador. This article shall also apply where there has been an interruption to a transportation service occurring at the last departure point directly to Labrador.

ARTICLE 6 **EXISTING GREATER BENEFITS**

- 6.1 No provision of this agreement shall have the effect of reducing any benefit for any employee which exists in each applicable employee group collective agreement outlined in Article 1.

ARTICLE 7 **DEFINITIONS**

- 7.1 **Dependent** - for the purpose of this Agreement, dependent means a spouse, whether of the same or opposite gender, and children under eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution or any child that remains in the direct care of the parent in the same household because the dependent is medically verified as disabled and under twenty-four (24) years of age.
- *7.2 **Spouse** – for the purpose of this agreement, spouse means a person to whom an employee is legally married or a person in a common law relationship with whom the employee has lived with for more than one (1) year.

SCHEDULE A

COMMUNITY GROUPING

The employee's community grouping shall be determined by the location of their headquarters.

GROUP 1

Happy Valley/Goose Bay
North West River
Sheshatshiu
Wabush
Labrador City
Churchill Falls

GROUP 2

Red Bay
L'Anse au Loup
L'Anse au Clair
Forteau
Pinware
West St. Modest
Mud Lake
Cartwright
Mary's Harbour
Port Hope Simpson
St. Lewis
Charlottetown
Lodge Bay
Paradise River

GROUP 3

Rigolet
William's Harbour
Norman's Bay
Black Tickle
Pinsent's Arm
Makkovik
Postville
Hopedale
Davis Inlet/Natuashish
Nain

MEMORANDUM OF UNDERSTANDING
Re: Nurses Committee

The parties acknowledge that the Registered Nurses' Union Newfoundland and Labrador (RNUNL) have indicated that they have issues of concern unique to Nurses who live and work in Labrador and that the RNUNL will attempt to address these concerns through a committee which will be established subsequent to these negotiations.

MEMORANDUM OF UNDERSTANDING
Re: Labrador Benefits Agreement - Interpretation

In an effort to clarify the interpretation of certain items contained in the Labrador Benefits Agreement the parties agree to the following:

- 1) Article 4.2(b) refers to employees who terminate employment, (i.e. are not on layoff status and do not have recall rights). These employees have their Travel Allowance paid out based on the hours worked in the current year and it shall be paid out at the rate in effect on the date employment is terminated.
- 2) For the purposes of Article 4.4 it is agreed that an employee may refuse to claim the employee benefit if it is to their benefit to have their spouse claim them as a dependant. Employees who exercise this option will not be entitled to any portion of the Employee Travel Allowance. It is incumbent on the employee to communicate this choice to their respective Employer(s).
- 3) Notwithstanding Schedule A, the following employee shall be entitled, on a without prejudice basis, to the rates applicable to Mud Lake as long as they remain within the employ of their current Employer and continue to permanently reside in Mud Lake:
 Vyann Kerby, Health Labrador Corporation

This agreement is effective from April 1, 2013 and shall expire upon the renewal of the Labrador Benefits Agreement expiring March 31, 2016.

- 4) For the purposes of clarification and in accordance with Article 3.1 (Labrador Allowance), Article 4.1 (Travel Allowance) and Article 9.1 (Definitions), benefits are applicable for the fiscal year (April 1 to March 31) in which a dependent reaches 18 years of age or 24 years of age, if the dependent is in full time attendance at a school or post-secondary institution. Full time attendance shall be determined by the educational institution in which a dependent is registered.

For example:

If a dependent reaches 18 years of age on January 1, 2011 and is no longer enrolled as a full time student in a post secondary institution, they would be eligible for the travel benefit payable April 15, 2011.

February 10, 2020

Mr. Steve Brooks
Executive Director
Newfoundland and Labrador
Teachers' Association
3 Kenmount Road
St. John's, NL A1B 1W1

Dear Mr. Brooks:

This letter is to confirm that for teachers in Labrador, the payment of the travel allowance provided under Article 4 - Travel Allowance, of the Joint Agreement on Labrador Benefits shall be calculated for the school year, September to June, but shall be paid in accordance with the provisions of Article 4 of the Joint Agreement.

Yours truly,

A handwritten signature in cursive script, appearing to read "Lisa Curran".

Lisa Curran
Chief Negotiator
Collective Bargaining Division

Original letter dated December 20, 1999

February 10, 2020

Mr. Jerry Earle
President
NAPE
330 Portugal Cove Place
St. John's, NL, A1B 3M9

Re: Labrador Benefits Allowance and Travel Allowance for School Board Student Assistants (NAPE) and School Board Support Staff (NAPE and CUPE)

Within three (3) months of the date of signing of the Labrador Benefits Agreements, officials from the Human Resource Secretariat (HRS) of the Government of Newfoundland and Labrador, the Newfoundland and Labrador English School District (NLESD) and Newfoundland and Labrador Association of Public and Private Employees (NAPE) will meet to discuss the application of the Labrador Benefit Allowance and the Travel Allowance for employees who work less than full time hours as outlined in the above respective collective agreements.

Yours truly,



Lisa Curran
Chief Negotiator
Collective Bargaining Division

SCHEDULE D
12 HOUR 2-3-2 SHIFT SCHEDULE

Schedule Characteristics:

Over an eight-week period a police officer will be scheduled to work 14 day shifts of twelve (12) hours duration and 14 night shifts of twelve (12) hour duration, as per the table below.

Such schedules shall be set so as to ensure police officers do not exceed 320 hours for the eight week period. This would include scheduling a police officer for a day of rest when necessary.

In the event there is only one sergeant per side (A-B and C-D) available for a period of one week or longer in duration, the other sergeant can be scheduled to work all day shifts, subject to the approval of the Divisional Commander.

Notes: D = Day 0700 to 1900 (12 Hours) or 0800 to 2000 (12 Hours)

N = Night 1900 to 0700 (12 Hours) or 2000 to 0800 (12 Hours)

= Rest Day

Plt	Week 1							Week 2							Week 3							Week 4						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D			N	N				D	D			N	N	N			D	D				N	N			D	D
B	N			D	D				N	N			D	D	D			N	N				D	D			N	N
C		D	D			N	N	N			D	D				N	N			D	D	D			N	N		
D		N	N			D	D	D			N	N				D	D			N	N	N			D	D		

Week 5							Week 6							Week 7							Week 8						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D			N	N				D	D			N	N	N			D	D				N	N			D	D
N			D	D				N	N			D	D	D			N	N				D	D			N	N
	D	D			N	N	N			D	D				N	N			D	D	D			N	N		
	N	N			D	D	D			N	N				D	D			N	N	N			D	D		

SCHEDULE E
10 HOUR SHIFT SCHEDULE

Schedule Characteristics:

Over a three week period each police officer will be scheduled to work 5 day shifts of ten (10) hour duration, 5 evening shifts of ten (10) hour duration and 2 night shifts of ten (10) hour duration, as per the table below.

Notes:

D = Day 0700 to 1700 (10 Hours)

E = Evening 1400 to 2400 (10 Hours) or 1300 to 2300 (10 Hours)

N = Night 1600 to 0200 (10 Hours) or 1800 to 0400 (10 Hours)

= Rest Day

	Week 1								Week 2								Week 3						
Officer	S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S
A	E			D	D	D			D	D	E	E					E	E			N	N	
B		E	E			N	N		E			D	D	D			D	D	E	E			
C		D	D	E	E				E	E				N	N		E			D	D	D	

SCHEDULE F
12 HOUR SHIFT SCHEDULE

Schedule Characteristics:

Over an eight-week period a police officer will be scheduled to work 14 day shifts of twelve (12) hours duration and 14 night shifts of twelve (12) hour duration, as per the table below.

Such schedules shall be set so as to ensure police officers do not exceed 320 hours for the eight week period. This would include scheduling a police officer for a day of rest when necessary.

During a 52 week period there will be two Training Days. One scheduled for May/June and another scheduled for September/October each year

Notes: D = Day 0700 to 1900 (12 Hours) or 0800 to 2000 (12 Hours)

N = Night 2000 to 0800 (12 Hours) or 1900 to 0700 (12 Hours)

= Rest Day

	Week 1							Week 2							Week 3							Week 4						
Plt	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D	D	N	N					D	D	N	N					D	D	N	N				D	D	N	N	
B			D	D	N	N					D	D	N	N					D	D	N	N					D	D
C					D	D	N	N						D	D	N	N					D	D	N	N			
D	N	N					D	D	N	N							D	D	N	N					D	D	N	N

Week 5							Week 6							Week 7							Week 8								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				D	D	N	N						D	D	N	N					D	D	N	N					
N	N					D	D	N	N									D	D	N	N					D	D	N	N
D	D	N	N					D	D	N	N					D	D	N	N					D	D	N	N		
		D	D	N	N					D	D	N	N					D	D	N	N					D	D	N	N

SCHEDULE G
MOUNTED UNIT SCHEDULE

Schedule Characteristics:

Over a six week period each police officer will work 240 hours. Once during the six week cycle the police officers will attend a Training Day.

Notes: D1 = Day 0800 to 1600 (8 Hours) E1 = 1400 to 2400 (10 hours)
 D2 = Day 0800 to 1800 (10 Hours) E2 = 1600 to 0200 (10 hours)
 D3 = Day 1000 to 2000 (10 Hours) E3 = 1600 to 2400 (8 hours)

T = Training Day 0800 to 1800 (10 Hours)

= Rest Day

	Week 1							Week 2							Week 3						
Officer	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D1	D1	D1	D1	D1			D1	D1	D1	D1	D1			D1	D1	D1	D1	D1	
B	D2		D3	D3	D2	D2			D2	D2	D2	D2							D3	D3	D2
C					D3	D3	D2	D2		D3	D3	D2	D2			D2	D2	D2	D2		
D		D2	D2	D2	D2							D3	D3	D2	D2		D3	D3	D2	D2	

	Week 4							Week 5							Week 6						
Officer	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A		D1	D1	D1	D1	D1			D1	D1	D1	D1	D1			D1	D1	D1	D1	D1	
B	D2		D3	D3	T	D2			D2	D2	D2	D2							D3	D3	D2
C					T	D3	D2	D2		D3	D3	D2	D2			D2	D2	D2	D2		
D		D2	D2	D2	T							D3	D3	D2	D2		D3	D3	D2	D2	

SCHEDULE H
12 HOUR 2-3-2 SHIFT SCHEDULE

Schedule Characteristics:

Over an eight-week period a police officer will be scheduled to work 28 day shifts of twelve (12) hours duration, as per the table below. Such schedules shall be set so as to ensure police officers do not exceed 320 hours for the eight week period. This would include, on a rotational basis, scheduling the police officer to a shift of eight (8) hours in duration on a Sunday.

Notes: D = Day 0700 to 1900 (12 Hours) or 0800 to 2000 (12 Hours) or 0800 to 1600 (8 Hours).

= Rest Day

	Week 1							Week 2							Week 3							Week 4						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
A	D			D	D				D	D			D	D	D			D	D				D	D			D	D
B		D	D			D	D	D			D	D				D	D			D	D	D			D	D		

Week 5							Week 6							Week 7							Week 8						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
D			D	D				D	D			D	D	D			D	D				D	D			D	D
	D	D			D	D	D			D	D				D	D			D	D	D			D	D		

SCHEDULE J

AGREEMENTS (NAPE)

Air Services
College of the North Atlantic Faculty
College of the North Atlantic Support Staff
General Service
Group Homes
Health Professionals
Hospital Support Staff
Lab and X-Ray
Maintenance and Operational Services
Marine Service Workers
Newfoundland & Labrador Liquor Corporation
Ushers
Correctional Officers

AGREEMENTS (CUPE)

Government House
Group Homes and Transition Houses
Hospital Support Staff
Newfoundland and Labrador Housing Corporation
Provincial Information and Library Resources Board

AGREEMENTS (NLTA)

Provincial Teachers Agreement
Labrador West Teachers Agreement

MEMORANDUM OF UNDERSTANDING
RE: Labrador West Region

Please be advised that when members of the Police Service are transferred to the Labrador West Region, they do so with the understanding that they will be required to serve a minimum of two (2) years in Labrador, and will be expected to report to St. John's Headquarters on an annual basis when directed by the Chief of Police.

MEMORANDUM OF UNDERSTANDING
RE: Travel from Labrador West Region for Medical Expenses

I am writing to confirm a policy regarding the above noted matter which was enunciated by Arbitrator, Martin Teplitsky at the Royal Newfoundland Constabulary interest arbitration hearing held November 16, 1989. Mr. Teplitsky advised both parties that he would not address this matter in his award, provided that the Employer adopted the policy he stated.

The following is the policy as we understand it:

Employees and their dependents who are stationed in Labrador West shall receive reimbursement up to the amounts listed below, for non-emergency transportation expenses related to medical referrals to the nearest hospital or licensed physician's office which can provide necessary services not available in the local area.

- (1) For employees/dependents whose medical condition was not known by the Chief prior to the employee's transfer - a maximum of \$1,500. per annum per family (administered in the calendar year, not accumulative).
- (2) For employees/dependents whose medical condition was known by the Chief prior to the employee's transfer; the entire cost of transportation to be provided.

Expenses under this policy should be submitted to the insurance carrier (presently Great West Life) under the group insurance policy and any payments necessary in excess of the maximum allowed under the Government policy should be paid by your Department. Current maximums are \$300. per insured plus escort for children under 15. It would be advisable for employees to copy your Department on their claims, so that the additional amounts can be paid.

The intent of this policy is to reimburse for travel when all other provincial and/or group employee benefits have been utilized. The benefit is for the purpose of travel only, and if not utilized, no subsequent replacement or other benefit will flow.

If you have any questions concerning this matter, please contact me.

MEMORANDUM OF UNDERSTANDING
RE: Workplace Health, Safety and Compensation Commission Compensation

In recognition of the fact that Police Officers, unlike other workers, face the threat of wilful acts of violence directed against them, benefits beyond those provided by the *Workplace Health, Safety and Compensation Act* are appropriate in such instances. On the basis of this principle, the following policy shall apply:

1. Where a police officer:
 - a) is killed;
 - b) becomes permanently disabled;
 - c) incurs a recurring disability.

as a result of a wilful act of violence directed against the police officer because he or she is a police officer, the Employer guarantees to the police officer or his or her beneficiary, as the case may be, 75% of the police officer's regular salary.
2. Where a police officer is injured as a result of a wilful act of violence directed against him or her because he or she is a police officer, to the extent that he or she is unable to perform his or her duties as a police officer, the Employer shall endeavour to provide alternate employment within the Public Service, in line with the training and educational qualifications of the police officer.
3. In the event that the police officer is re-employed, either within the Public Service or elsewhere, the police officer shall remit to the Employer all compensation received as a result of the re-employment, up to the amount which is equal to the benefit being received in accordance with this policy. In the event that suitable alternate employment is offered, but rejected by the police officer, the benefits payable under this policy would be reduced by the amount of compensation that the police officer would have earned in the employment which was offered. The police officer may appeal such action through the arbitration procedure provided in the collective agreement in force at the time the incident occurs.
4. The provisions of 1, 2, and 3 will continue unless otherwise determined by paragraph 5 until the police officer would have been eligible for pension, at which time the police officer, or his or her beneficiary, as the case may be, will receive any pension due.
5. The provisions of 1 and 4 will continue in the case of a beneficiary:
 - a) who is a spouse;
 - b) who is a minor, until he/she becomes 18 years of age.
6. For the purpose of this policy, regular salary is defined as the annual salary prescribed in the current collective agreement.
7. The police officer shall continue to pay pension premiums and be eligible to receive any pension due as prescribed by the *Uniformed Service Pensions Act, S.N.L. 1992*.

♦ MEMORANDUM OF UNDERSTANDING
RE: Distribution of Overtime

MEMORANDUM OF AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, this 29 day of MAY, 2013.

BETWEEN: Her Majesty the Queen in Right of Newfoundland and Labrador
 Represented herein by the Royal Newfoundland Constabulary
 (hereinafter referred to as the "Employer")

AND The Royal Newfoundland Constabulary Association
 (hereinafter referred to as the "Association")

WHEREAS Clause 7.06 of the Collective Agreement between the Employer and the Association signed May 29, 2013 and expiring on June 30, 2016, provides that "The Chief will endeavor to distribute overtime by rank between police officers as equally as possible subject to qualification of the police officers to perform the work required. Overtime will be centrally controlled and records kept which will be available to the Association for inspection";

AND WHEREAS both parties agree to enter into this MOA to set out the parties interpretation of Clause 7.06;

THE PARTIES AGREE AS FOLLOWS:

1. This Memorandum of Agreement replaces a Memorandum of Agreement dated March 6, 2007, is effective as of date of signing and does not have retroactive application.
2. The parties recognize that Overtime is mandatory.
3. That with respect to the Criminal Investigation Division, police officers assigned within a Unit, followed by the Division will be given preference for overtime within that Unit and Division, within the rank.
4. That with respect to the Patrol Services and Operational Support Divisions, police officers assigned within the respective Division will be given preference for overtime within that Division, followed by the other Division, within the rank.
5. The Employer will maintain ledger(s) or database(s), to record the overtime worked by each police officer and calendar dates in which police officers will enter their name and contact information to indicate their availability for overtime.
6. Subject to clause 3 and 4, police officers will be given preference for overtime based on those police officers who have worked the least amount of overtime being provided

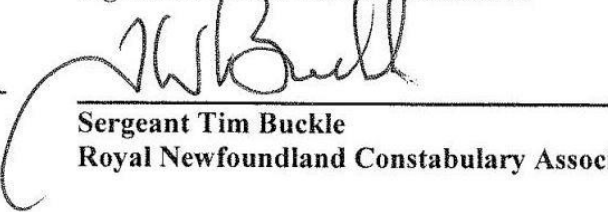
first opportunity to work overtime, in ascending order, subject always to the qualifications of the police officer to perform the work required.

7. If no police officers have indicated their availability to work overtime in the ledger provided, police officers will be called for overtime on a completely random basis, based on availability.
8. If a police officer has indicated their availability to work and upon being called, is unavailable or cannot be reached, the police officer will be considered to have forfeited the shift and will be credited with having worked the shift for the purposes of compiling the number of shifts worked.
9. Failure to indicate availability in available ledgers, prohibits any police officer from filing any grievance relating to Clause 7.06.
10. All records of overtime will reset to zero on a semi-annual basis (May 1 and November 1) and copies of the records will be forwarded to the Association for the preceding half year.
11. This Memorandum of Agreement relates to the distribution of overtime necessitated by staff deficiencies of a short duration. The parties recognize that in special circumstances, including but not limited to strikes, natural or human precipitated disasters, acts of terror, etc. the Employer is not required to endeavour to distribute overtime as equally as possible.
12. The system of allocation of voluntary overtime as outlined in this Memorandum of Agreement fulfills the Employer's obligation provided for in Clause 7.06 of the Collective Agreement.
13. This Memorandum of Agreement may be amended, abridged, altered or modified with the mutual consent of the parties hereto.
14. This Memorandum of Agreement may be terminated by either party on the giving of sixty (60) days written notice to the other party of its intent to do so at which time the provisions of the Collective Agreement in effect respecting overtime shall be observed.

Signed on behalf of the Employer:


 Bernadette Cole Gendron
 Human Resource Secretariat

Signed on behalf of the Association:


 Sergeant Tim Buckle
 Royal Newfoundland Constabulary Association

MEMORANDUM OF UNDERSTANDING
***RE: Police Officer Transfers and Training**

When a police officer is scheduled to transfer to a new region, the police officer can apply for training within their new region that are posted within six (6) months of their posted transfer date

If the training is a regular in house course offered by the employer, the employer has the option to schedule the police officer for the next available course after their transfer date.

August , 2009

Constable Todd Barron
President
Royal Newfoundland Constabulary
Association
125 East White Hills Road
St. John's, NL A1A 5R7

Dear Constable Barron:

The parties agree for the purposes of Article 17 - Bereavement Leave and Article 19 - Special Leave, a day as defined in these Articles shall be the day that the police officer would have been working on the date for which the leave is requested. For example, if the police officer would have been working an eight (8) hour shift, this shall be one day, if the police officer would have been working a ten and one-half (10 ½) hour shift, this shall be one day , and if the police officer would have been working a twelve (12) hour shift, this shall be one day.

Yours sincerely,



RAELENE THOMAS
Chief Negotiator

*May 29, 2013

Sergeant Tim Buckle
President
Royal Newfoundland Constabulary Association
125 East White Hills Road
St. John's, NL
A1A 5R7

Dear Sergeant Buckle:

Re: Uniform Allocation

Notwithstanding the provisions contained in Clauses 20.01, 20.02, 20.06 and 20.07 the parties agree that these clauses will not be in force as long as this letter remains in force and effect. Instead, the Employer will determine the nature and type of uniform and equipment required and will issue the required uniform and equipment to a police officer upon employment. The frequency of issue of required clothing and equipment to remaining police officers will be determined by the Employer.

Yours sincerely,



Bernadette Cole Gendron
Chief Negotiator

August , 2009


Constable Todd Barron
President
Royal Newfoundland Constabulary
Association
125 East White Hills Road
St. John's, NL A1A 5R7

Dear Constable Barron:

Re: Market Adjustment

This will confirm our understanding reached during negotiations whereby if the Employer determines that it is unable to recruit/retain police officers in specific positions at a particular geographic site, the Employer may provide benefits to police officers beyond those outlined in the Collective Agreement.

Yours sincerely,


RAELENE THOMAS
Chief Negotiator

February 19, 2020

Mr. Mike Summers
President
Royal Newfoundland Constabulary Association
125 White Hills Road
St. John's, NL A1A 5R7

Dear Mr. Summers:

***Re: A.14 Sick Leave**

The parties agree the Employer will engage the services of an external consultant to address sick leave utilization within the Royal Newfoundland Constabulary. The terms of engagement for the external consultant will be the sole responsibility of the Employer. Upon completion of the work of the external consultant, the parties agree to the establishment of a committee composed of an equal number of Association and Government representatives (to a maximum of 8 committee members in total) to explore sick leave utilization of the non-commissioned officers within the RNC and to make non-binding recommendations to the RNCA and Government.

Sincerely,



Lisa Curran
Chief Negotiator

***Letter of Understanding
Other Post-Employment Benefits (“OPEB”) Eligibility**

The parties hereby confirm and acknowledge:

1. For the purpose of this Letter of Understanding “OPEB” means benefits provided to RNCA pensioners and their beneficiaries in respect of their eligibility to participate in group health and life insurance programs sponsored by the Employer.
2. Police officers employed as of the date of signing of the collective agreement with a minimum of five (5) years’ pensionable service shall qualify for OPEB.
3. Police officers hired subsequent to the date of signing of the collective agreement (“Newly Hired Police Officers”) shall qualify for OPEB only where such employees are:
 - a. Pension eligible;
 - b. Have a minimum of fifteen (15) years’ pensionable service; and
 - c. Retire and commence receipt of a pension immediately on ceasing active employment in the public service.
4. Former police officers who are rehired following loss of seniority subsequent to the date of signing of the collective agreement shall be considered to be Newly Hired Police Officers for the purpose of this Letter of Understanding.
5. Police Officers who do not meet the criteria noted in clauses 2 or 3 above shall not be entitled to OPEB on ceasing active employment in the RNC.
6. Police Officers who become entitled to OPEB pursuant to clause 2 above shall pay 50% of the premiums of the plan and the Employer shall pay 50%.
7. Newly Hired Police Officers who become entitled to OPEB pursuant to clause 3 above shall pay premiums of the plan based on the number of completed years’ of pensionable service as follows:

Completed Years of Pensionable Service	Employee Share – Employer Share
15-19 years	85% - 15%
20-24 years	70% - 30%
25-29 years	55% - 45%
30+ years	50% - 50%

8. This Letter of Understanding shall prevail where any term herein conflicts with a provision of the collective agreement, one of its Schedules, Letters or Memoranda of Agreement, including, without limitation, any practice, settlement of dispute, agreement or arbitration award arising from events prior to the signing of the collective agreement.

9. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health and Life Insurance program or policy sponsored by the employer, e.g., the filing of continuation or other required forms, provision of proof of insurability, etc....
10. This Letter of Understanding may be executed in any number of counterparts, each of which will be considered an original of same, and which together will constitute one and the same instrument. A facsimile signature or an otherwise electronically reproduced signature of any party shall be deemed to be an original.