

SOURCE	City		
EFF.	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	7		
NOMBRE D'EMPLOYÉS	50		

WALLACEBURG POLICE SERVICE

CIVILIAN CONTRACT

1993 - 1994

JUN - 9 1994

0908102

THIS AGREEMENT made this 12 day of April 1994.

BETWEEN

**WALLACEBURG POLICE SERVICES BOARD
FOR THE TOWN OF WALLACEBURG**

hereinafter called the "BOARD"

OF THE FIRST PART

- and -

THE WALLACEBURG POLICE ASSOCIATION

hereinafter called the "Association"

OF THE SECOND PART

WHEREAS the Association represents a majority of the full-time members of the Wallaceburg Police Service;

AND WHEREAS the Board and the Association have, pursuant to the provisions of The Police Services Act, R.S.O. 1990, and amendments thereto, bargained in good faith in respect of the matters set out in Section 119 of the said Act, and have now reached an agreement as set forth herein which is made pursuant to the said Act and is subject to the said Act and the Regulations thereunder.

NOW THEREFORE THE BOARD AND THE ASSOCIATION AGREE, EACH WITH THE OTHER AS FOLLOWS: -

ARTICLE I - RECOGNITION

1.01. This Agreement shall apply to all civilian members of the Wallaceburg Police Service, save and except the secretary to the Board and the secretary to the Chief of Police.

1.02 The Board agrees to give forty-eight (48) hours advance notice to the Association of any meeting in dealing with Association matters.

1.03 Interpretation: -

- (a) "Board" shall mean the Wallaceburg Police Services Board for the Town of Wallaceburg.
- (b) "Association" shall mean the Wallaceburg Police Association.
- (c) "Members of the Service" shall mean all civilian members of the Service, except as excluded above.
- (d) "Retired Member" shall mean a member of the Service who has retired upon the expiration of the required period of time with the department and shall include such member who has retired prior to normal retirement for reasons acceptable to the Board.
- (e) "Disabled Employee" shall mean a member of the Service

who is disabled and certified by his/her doctor as unable to perform his/her duties.

- (f) "Full-time employee" shall mean civilian employees of the Service who work more than thirty (30) hours per week and whose full-time position has been confirmed as full-time by the Board.
- (g) "Part-time employee" shall mean all civilian employees of the Service who work less than thirty (30) hours per week and whose part-time position has been confirmed as full-time by the Board.
- (h) "Temporary employee" shall mean all civilian employees of the Service whose position has not been confirmed by the **Board.**

ARTICLE II - MANAGEMENT RIGHTS

2.01 The Association acknowledges that it is the exclusive function of the Board, subject to the Police Services Act and the regulations thereunder, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, and suspend, or otherwise discipline employees for cause, provided that a claim that an employee has been unjustly discharged or disciplined may be the

subject of a grievance and dealt with in accordance with
the grievance procedure;

- (c) establish and enforce from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provision of this Agreement;
- (d) generally to manage the Service and without restricting the generality of the foregoing to determine the number of persons required from time to time and the standards of performance of all employees;
- (e) the Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE III - PROCEDURE ON COMPLAINTS

3.01 It is the mutual desires of the parties hereto that complaints relative to this Agreement or working conditions generally shall be adjusted as quickly **as** is possible.

3.02 **No** complaint shall be considered where the circumstances giving rise to it occurred, originated or became known or apparent more than seven (7) **days** before the filing of the complaint.

3.03

Complaints shall be adjusted and settled as follows:

Step No. 1 - The employee may present his/her complaint in writing to the Chief of Police or Deputy-Chief who shall consider it in the presence of the person or persons presenting it, and render a decision in writing. Should no settlement satisfactory to the employee be reached within seven (7) days, the next step in the complaint procedure may be taken at any time within seven (7) days thereafter, but no later.

Step No. 2 - The employee may submit his/her complaint in writing to the Board, and he/she shall thereafter meet with a Committee of the Board at the earliest mutually convenient date with or without the assistance of the Association.

3.04 In computing periods of time referred to in the article, Sundays and Statutory Holidays shall be excluded.

3.05 It is agreed that in the event of a disciplinary report being presented, a copy thereof shall be furnished as soon as possible to the party involved.

ARTICLE IV - DISCRIMINATION

4.01 The Board agrees that there shall be no discrimination, interference, restraint or coercion exercised or practised by the Board or its representatives, with respect to any Police Service member because of his/her membership in, or his/her connection with, the Association. Membership in the Association shall not be discouraged.

ARTICLE V - SALARIES

5.01 The Board agrees that in accordance with this Agreement, the salaries of each member of the Service shall be as set forth in Schedule "A" attached hereto and shall apply for the calendar years of 1993 and 1994 as indicated in said Schedule.

- (a) Each member will receive \$100.00 on or about the date that this agreement is signed by the Board and the Association.
- (b) All retro-active pay or other adjustments to salaries will be paid to the member by way of a separate cheque & will not be included in the normal pay cheque.

ARTICLE VI - SENIORITY

6.01 A newly employed civilian employee shall be considered a probationary

SCHEDULE "A"

SALARIES

Classification		1993	1994
Communicator Level	I	\$27,483.	\$28,033.
	II	26,104.	26,626.
	III	24,561.	25,052.
Stenographer	I	27,483.	28,033.
	II	26,104.	26,626.
	III	24,561.	25,052.
Temporary Employees		\$11.82	\$12.06
Part Time Employee		\$11.82	\$12.06

employee until he/she has completed three (3)continuous months of service, after which his/her name shall be place on the seniority list and the seniority shall date from the date of his/her employment. This period may be extended another three (3) months with the approval of the employer and the employee.

6.02 In cases where performance, ability and qualifications are equal, seniority shall be the deciding factor when decisions are made with respect to promotion and transfer.

6.03 **Lay offs** shall be made on the basis of the seniority list, provided that employees who are entitled to remain on the basis of seniority **are** qualified to do the work which **is** available. Employees will be recalled in the reverse order to which they were laid off, provided, however, they are qualified to do the work in the job openings then available.

6.04 Seniority shall **be** retained and accumulated when an employee **is** absent from work under the following circumstances:

- (a) when in receipt of Worker's Compensation
- (b) when on sick leave
- (c) when on maternity leave

6.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- (a) when an employee is on Long Term Disability
- (b) when an employee has been laid off due to a reduction in staff for a period of up to one (1) year.

6.06 Seniority shall be lost and the employee shall cease to be employed when the employee is absent from work under the following circumstances:

- (a) resignation
- (b) discharge for just cause and is not reinstated
- (c) Absent from work for more than three (3) consecutive working days without notifying the employer except in cases of emergency
- (d) is laid off and not recalled to work within a period of one (1) year from the date of lay-off or, after having been laid off for less than one (1) year, fails to return to work within five (5) days after notice of recall has been sent to him/her by the employer by registered mail to the last address to the employee of which the employer has a record.
- (e) is certified as disabled, in accordance with the then existing long term disability plan and has been unable to perform his/her duties for a period of forty-two (42) months.

ARTICLE VII - HOURS OF WORK

7.01 The work week for members of the Service shall be **forty (40)** hours.

7.02 The Board agrees that subject to the requirements of service, a member's days off each week **will** be consecutive and that such days off shall rotate **so** that each member receives approximately the same number of weekends off during the calendar year. In no event, subject to the exigencies of service, shall **a** member be required to work more than twenty (20) days in any twenty-eight (**28**) day period.

7.03 **For** those working other than the day shift (day shift shall mean any shift commencing after 6:30 a.m. and before 12:00 noon), a shift differential shall be paid as follows:-

Twenty cents (20¢) per hour for hours worked from 3 p.m.
to 11 p.m.

Thirty five cents (35¢) per hour for hours worked from 11
p.m. to 7 a.m.

and shall be paid for all hours worked during these times including any overtime accumulated during these hours, and further that all such hours be acknowledged by the posting of such credit for each month on a form to be provided by the Chief of Police and that all such compensation for such shift differential be paid on **or** about the fifteenth (15th) of each month for the time accumulated the previous month.

7.04 The Chief of Police will have the sole discretion to determine all and scheduling requirements.

7.05 All pay cheques shall be made available to all members on Thursday evening prior to the normal Friday pay days.

7.06 Any member whose scheduled shift is changed, shall be given at least twenty-four **(24)** hours notice of the change or be paid one and one-half (**1½**) times the hourly rate for that shift, except in the case **of** call-back and/or emergency.

7.07 Members who are solely responsible for data entry of the police service shall be allowed twelve **(12)** hours per year as a credit which can be taken off during the day shift only between Tuesday to Friday inclusive at the discretion of the Chief of Police at the request of the members.

(1) The twelve **(12)** hours credited time will be achieved by the member working at straight time over and above the normal previously scheduled time. The time worked to establish the credit will be at the discretion **of** the Chief **of** Police at the request of the member.

7.08 One civilian member, who will be authorized by the association, shall be granted two days leave each year to attend civilian association conference. One day will be paid by the employer.

ARTICLE VIII - OVERTIME

8.01 Overtime work done by any member of the Police Service when authorized and approved by the Chief of Police shall be compensated as hereinafter set forth.

8.02 Overtime work shall include any time worked beyond the normal tour of duty and members of the Service shall be credited with one (1) hour's overtime for any part of an hour worked in excess of thirty (30) minutes. Overtime shall not include courses taken at the Ontario Police College or any authorized institution for police training or time spent on court appearances as set out in Article X.

8.03 Each member of the said Police Service shall be compensated for such overtime calculated on one and one-half (1 ½) times his/her hourly rate of pay which shall be on the basis of working year consisting of fifty-two (52) weeks of forty (40) hours each.

8.04 The hourly rate shall be on the basis of a working year consisting of fifty-two (52) weeks of forty (40) hours each. The overtime, court time and call-back time accumulated by each member shall be paid on or about the fifteenth (15th) day of each month for the time accumulated the previous month.

8.05 The Board agrees that overtime shall, subject to requirements of the

service and so far as feasible, be equally distributed among the members of the Service.

ARTICLE IX - CALL BACK TIME

9.01 Any member of the Service who has completed his/her regularly scheduled shift, has left his/her place of employment and is recalled to duty, or called to duty on his/her days off, shall receive a minimum of four (4) hours pay or time and one-half for the time actually expended, whichever figure is the greater.

9.02 Should a member be called to duty on his/her annual vacation, such member shall be credited with double the credit receivable under previous call back time articles.

ARTICLE X - COURT TIME

10.01 Any member of the Service, required to attend as a witness in any Provincial Offences, Criminal, Family or Small Claims Court, inquest or Civil Court, when off duty, shall receive Court time allowances as follows:

- (a) A minimum of four (4) hours regular time shall be credited for a Court sitting.

- (b) Five (5) hours straight time shall be credited if in continuous attendance at a Court sitting for four **(4)** hours and fifteen (15) minutes, on the same terms as set forth in the preceding paragraph.

- (c) A minimum of five (5) hours straight time shall be credited each member required to appear in court, if such member has completed a tour of duty within eight **(8)** hours of the scheduled Court sittings.

- (d) Should a member be required **to** attend in Court on his/her regularly scheduled leave day (which does not include off shift hours), such member shall be credited with an additional **two** (2) hours straight time.

- (e) Should a member be required to appear in Court during his/her annual vacation, such member shall be credited with double the credit as receivable under previous Court Time articles. Should a member be required to appear in court on his/her scheduled day off during his/her annual vacation, the said day off shall be considered annual vacation and the member shall be credited with double credit as receivable above.

- (f) Court Sitting shall mean: A sitting of the Court in the morning until noon adjournment, or a sitting of the Court in the afternoon until the sitting is adjourned for the day.

- (g) Any person previously employed by the Police Service, who is required to attend Court with respect to any matter that originated from his/her employment, shall be paid four (4) hours court time based on a Level I Communicator wage. The court time shall be paid in accordance with Article 8.04.

- (h) Any member of the Service required to use his/her private motor vehicle for transportation to or from Court shall be paid the Town of Wallaceburg corporate rate per kilometre. Such allowance shall be paid within the normal pay period.

- (i) Any member of the Service required to be absent from Wallaceburg for any authorized police matter other than a court appearance between the hours of 12 p.m. and 1 p.m. or 6 p.m. and 7 p.m. shall be paid up to a maximum of Eight Dollars (\$8.00) for meal allowance upon presentation of a dated receipt. The said meal allowance shall be paid within the normal pay period.

- (j) Any member of the service required to be absent from Wallaceburg for an authorized court appearance and is required to attend the morning and afternoon session shall be paid up to a maximum of Eight Dollars (\$8.00) for meal allowance or if the member is required to remain in the morning session of court until after 2:00 p.m. the said member shall be paid up to a maximum of Eight Dollars (\$8.00) upon the presentation of a dated receipt. The said meal allowance shall be paid within the normal pay period.

ARTICLE XI - CLOTHING

11.01 The communicators of the Service should be provided with suitable uniforms consisting of slacks and shirts and footwear as authorized by the Chief of Police.

ARTICLE XII - COURSES

12.01 Any member of the Service authorized by the Chief of Police to attend an Ontario Police Course shall be granted an allowance of Ten Dollars (\$10.00) per day of attendance at such course, paid in advance of said course.

ARTICLE XIII - MATERNITY LEAVE

13.01 An employee who becomes pregnant will be granted a leave of absence without pay pursuant to the Employment Standards act, as amended from time to time, subject to the eligibility requirements and conditions as set out in the Act and as provided for hereunder;

- a) the employee shall notify the Chief of Police of such request in writing not later than the third month of the pregnancy and submit a certificate from a recognized physician substantiating the pregnancy.
- b) the employee may continue to work as long as her physical condition permits, subject to the submission of a written certificate of her doctor to the Chief of Police stating that the employee is able in all aspects to carry out her duties
- c) the employee shall, if possible, give the Chief of Police at least two weeks notice in writing of the day she intends to commence her leave in accordance with paragraph (b) above
- d) such leave of absence shall not exceed seventeen (17) weeks from the time of

commencement. The employee shall notify the Chief of Police of the date she will be available to return to work and apply for work within such (17) week period. In case of miscarriage, the employee shall apply for work as soon as she is physically able.

- e) the employee shall confirm the exact date in writing on which she will be available to return to work by notifying the Chief of Police accordingly not more than two weeks and not less than one week before such date.
- f) following proper notification to the Chief of Police, the employee shall be returned to her job or to a comparable job, for which she is qualified.
- g) employees granted a leave of absence in accordance with this provision shall continue to accumulate seniority during the period of any leave granted.
- h) all benefits covered under Article 14.06 shall be continued in force by the employer while the employee is absent on pregnancy leave for the 17 week period.

ARTICLE XIV - FRINGE BENEFITS

14.01 Sick Leave Credit - All members of the Service will be entitled to sick leave with pay to be computed at a total of ten (10) days for each year, such entitlement to be non-cumulative.

14.02 Survivor's Benefits - the surviving spouse of a member who dies while a member of the Service shall be entitled to coverage of the hospitalization and medical benefits provided for in Article 14.06, until age sixty-five (65), or until such time as the spouse remarries. The Board shall pay one hundred percent (100%) of the premium cost to cover the surviving spouse and dependents to be effective on the first day of the month following the ratification of the Agreement.

14.03 Paid Holidays - In lieu of statutory holidays with pay, the following holidays will be recognized:

New Years Day	Labour Day
Good Friday	Thanksgiving
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

Members will receive ten working days off with pay in lieu of working the above noted holidays. The statutory holiday remaining will remain as a credit and taken off at the discretion of the member and the Chief of Police which will be subject to the extinguishes of service. The said holidays will be taken off between October 1 and April 30th.

- (a) No member will be required to work both Christmas Day and New Years Day and each shall be rotated each year, subject to the extinguishes of service.
- (b) In addition each member will receive a credit for the equivalent of one (1) working day which will be taken off the day prior to the Christmas Day or New Years statutory holiday.
- (c) In the event that a member's rest **days** should coincide with any such holidays, this member shall be compensated for such days at a later date at the discretion of the Chief of Police or Deputy Chief and the member involved.
- (d) Any member who is required to work any of the following statutory holidays
 - New Years Day Labour Day
 - Good Friday Thanksgiving
 - Easter Sunday Remembrance **Day**

Victoria Day Christmas Day

Dominion Day Boxing Day

Civic Holiday

shall be credited the equivalent of half of the hours worked on the said holiday. The time accumulated shall be taken off between January 1st and December 1st of each year. The time off will be granted when agreed upon by the member and the Chief of Police.

- (e) If during the term of this agreement the federal government declares Heritage Day as a statutory holiday, the said day shall be recognized as a statutory holiday and the members granted time off **as in** Article 14.03

14.04 Annual Vacations - Every member of the Service shall **be** granted an annual vacation with pay according to his/her credited service as follows:

<u>Continuous Service</u>	<u>Vacation Time</u>
6 months but less than 1 year	1 week or 5 working days
1 year	2 weeks or 10 working days
5 years	3 weeks or 15 working days
10 years	4 weeks or 20 working days
20 years	5 weeks or 25 working days

Vacation time may be taken on a week to week basis or on a day to day basis in a manner agreeable to both the member involved and the Chief of Police.

14.05 Pensions - The Board shall continue to pay Fifty Percent (50%) of the cost of the basic plan provided by the Ontario Municipal Employees Retirement System. All past service costs to provide these benefits shall be borne by the Board. Future service costs shall be in accordance with the O.M.E.R.S. Act and Regulations.

14.06 Hospitalization and Medical Benefits - All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plans, documents or policies of insurance. It shall be the obligation of the employee to resolve any dispute concerning payment of benefits under any plan or policy directly with the insurer. However, the employer will use its best efforts to adjust and settle any disputes.

Out of Province/Country - The employer shall carry out of province/country medical coverage as provided by Blue Cross.

Hospital Supplement - The Board will pay One Hundred Percent (100%) of the plan covering room and board charges limited daily to the difference between the provincial hospital allowance and the standard provincial charge for a semi-private room. Coverage is to be

provided for all members of the Service and their eligible dependents.

Drug Plan - The Board shall pay One Hundred Percent (100%) of a prescription plan such as provided by the comprehensive plan administered by Blue Cross.

Dental Plan - The Board shall pay One Hundred Percent (100%) of a Dental Plan at least equal to those benefits provided under the Ontario Blue Cross Plan at the current ODA rates. Coverage is not to exceed the maximum outlined in the most current ODA rates. Coverage is to be provided for all members of the Service and their eligible dependents. The Board shall pay One Hundred Percent (100%) of the cost of Orthodontic Dental Plan to provide payment of Fifty Percent (50%) of the cost of orthodontic treatment to a maximum of One Thousand Dollars (\$1,000) per life time and shall provide a Denture Dental Plan to provide for Fifty Percent (50%) of the cost of denture treatment per life time.

Vision Care - Effective on the first day of the first month following the ratification of this agreement, the Board shall pay One Hundred Percent (100%) of the premium cost of a Vision Care plan providing corrective eye glasses up to Two Hundred Dollars (\$200.00) every twenty-four (24) months.

(1) If in the event a report, note or other written documentation is

required by the board from the members the cost of the service to provide such report, note or documentation shall be paid by the board upon the receipt of a dated receipt.

- (a) Any member shall, from the date of his/her retirement until he/she reaches age sixty-five (65), be given the option to retain his/her group coverage as provided by Sec. 14.06 for Health, Dental and Drugs provided that the member pay **One Hundred Percent (100%)** of the premium costs of that participation;
- (b) Disabled employees are required to submit forms periodically as required for insurance purposes and benefit coverage continuation up to normal retirement age or until date of return to work.

14.08 Worker's Compensation - Members in receipt of Workers' Compensation award arising out of injuries suffered during the course of employment, shall receive for a period of up to three (3) months, One Hundred Percent (**100%**) of the gross pay as derived from base salary, After the three (3) months the member shall receive Ninety Percent (90%) of net take home pay derived from the base salary.

14.09 Bereavement Leave - **For** the purpose of bereavement leave a member will be granted time off for the sole purpose of making arrangements, for and attending or being pallbearer. The time off will be provided only when such regular

periods of duty are within the consecutive days or days allowed for bereavement,

Relations to Member	Bereavement Days
Spouse	5
Father	5
Mother	5
Brother	5
Sister	5
Son	5
Daughter	5
Equivalent step family relation (which shall include father, mother, brother sister, son or daughter)	4
Mother-in-law	3
Father-in-law	3
Brother-in-law	3
Sister-in-law	3
Grandparents	3
Grandchild	3
Aunt	1
Uncle	1
Pallbearer for other funeral	1

(1) If the member is living in a common-law relationship the leave of absence as mentioned in Article **14.09** shall be granted to the said member **as** if the member **was** married. No member shall be granted time off to attend funerals of families related by law from previous relationships.

(2) If a member is required to be a pallbearer at a funeral they shall be granted one day off or more at the discretion of the Chief of Police taking into consideration the travel time required to attend such funeral.

- (3) If a member is on annual vacation at the time of bereavement as defined above they shall be granted time off at a later date in lieu of the lost vacation days due to the said bereavement.

14.10 Group Life Insurance - The Board will pay One Hundred Percent (100%) of the premium cost to the employees participation in group life insurance plan as underwritten by current carrier or its equivalent with the terms and conditions set forth in the master policy between the carrier and the Board. The amount of life insurance coverage for members of the Association shall be in the amount of twice the member's annual salary rounded up to the nearest One Thousand Dollars (\$1,000.00). The Plan is to include a Total Disability Waiver of Premium clause to assure continued coverage for disabled members of the Service for the amount of life insurance in force at the date of disability.

Accidental Death & Dismemberment - The Board agrees to pay One Hundred Percent (100%) of the premiums to provide an amount of insurance equal to that under group life insurance for all active members of the Service. The present such policy is with Mutual Life Insurance Company.

Short Term Disability - The Board agrees to supplement a disabled employee's sick leave credits so that the total of the accumulated sick leave credits and supplement provided by the Board equals twenty-six (26) weeks where required to maintain income for the employee up to the time that the employee qualifies for long term disability. This provision does not apply unless the employee has been certified as disabled by a qualified medical practitioner. Anyone who goes on such

Short term disability is not eligible for a further twenty-six (26) week period unless the succeeding disability is from a different and independent cause or unless the employee has been returned to **work** for a period **of** at least thirty (30) consecutive work days.

Long Term Disability - The Board agrees to pay One Hundred Percent (100%) of the premiums to provide a plan providing Seventy-Five Percent (75%) of monthly earnings up to a maximum integrated benefit of Three Thousand Dollars (\$3,000.00) per month. The maximum benefit period is to age sixty-five (65).

ARTICLE XVI - LEGAL INDEMNIFICATION

15.01 The Board will assume the reasonable cost of legal counsel for all members against whom a criminal charge, Provincial offence, a Police Act charge or civil claim has been filed or laid stemming from conduct by them in the performance of their duty, provided the said charge or claims are dismissed.

The Board reserves the right to have such legal accounts as may be tendered assessed before **an** Assessment Officer of the Supreme Court of Ontario.

15.02 A member of the Police Service **who** is requested or subpoenaed to appear before an inquiry initiated under Police Services Act, shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests **in** such an inquiry only:

- (i) where no other member of the Police Service,

excluding the Chief of Police, has been requested or subpoenaed to appear before the inquiry;

- (ii) where more than one (1) member of the Service is subpoenaed or requested to appear, other than the Chief *of Police*, in such a case there shall be only one counsel representing the members of the Service, excluding the Chief of Police; or
- (iii) where the counsel representing the members of the Service, excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the member and other members of the Service;
- (iv) where the inquiry results in a charge or charges being laid against a member or members of the Service as a result of the inquiry, in which case, no legal fees will be paid for any member who is ultimately found guilty of the offence or offences for which such member or members are charged.

15.03 The counsel representing a member of the Service under Article 15.02 shall be counsel selected by the Police Association. Counsel representing a member

of the Service under Article 15.01 shall be counsel selected by that member of the Service.

15.04 Where a member intends to apply to the Board for indemnification, the member shall, within thirty (30) days of receiving a request or subpoena to appear before an inquiry under the Police Services Act, R.S.O. 1990, apply to the Board in writing for approval to retain counsel and shall advise the Board in writing of the counsel to be so retained. In the event the Board objects to the counsel to be retained, the matter shall be resolved by a member of the Board and a member of the Association Executive designated for that purpose.

15.05 Notwithstanding Article 15.01, the Board may refuse payment otherwise required under S. (a) where the request or subpoena is with respect to acts by the member of the Service which were not done in the attempted performance in good faith of his/her duties as a Police Service member.

15.06 For the purposes of this section "necessary and reasonable legal costs" shall be based on the amount rendered by the solicitor performing the work, subject initially to the approval of the solicitor for the Board. In the case of dispute between the solicitor doing the work and the solicitor for the Board, the account shall be assessed on a solicitor and client basis by an assessment officer of the Supreme Court of Ontario, a pre-condition to such assessment being that the hourly rates charged by the solicitor doing the work shall not exceed, in the assessment officer's opinion, the hourly rates charged by solicitors practising in the County of Kent.

ARTICLE XVI - DEDUCTION OF ASSOCIATION DUES

16.01 The Board agrees to deduct from the pay of all members of the Association, on the first (1st) day of each calendar month, the duly authorized monthly Association membership dues and shall remit same to the Association Treasurer at the end of each calendar month.

16.02 All members of the Service save and except **the** Chief of Police and the Deputy Chief shall pay Association dues unless the said member is voted out of the Association and notified in writing.

ARTICLE XVII - TERM OF AGREEMENT

17.01 This Agreement shall remain in force and effect for a period of two ⁽²⁾ years **from** January 1st, **1993** to and including December 31st, **1994**, and thereafter until replaced by a new agreement, decision or award. This Agreement shall enure to the benefit of and be binding upon, not only the parties hereto, but also their respective successors and assigns.

17.02 Retroactive pay and benefits in accordance with this agreement shall be paid to all members who have served on the Service at any time during the term of this agreement.

17.03 Benefits in accordance with this agreement shall not be paid to Temporary or Part Time Employees.

ARTICLE XVIII - MISCELLANEOUS

18.01 All other working conditions, including provisions for uniforms and clothing allowance, provisions for pensions and other regulations and privileges required for or enjoyed by the members of the Association are hereby declared to be satisfactory to both the Board and the Association, and shall remain in effect during the term of this agreement. All benefits where the Board is responsible to pay premium cost for a plan, the said benefit will be made effective on the first day of the first month following the ratification of this agreement.

18.02 Any member of the Service being suspended from duty for cause is prohibited from taking other employment as per Section 49 of the Police Services Act of Ontario, R.S.O. 1990.

18.03 Every member who is required by the Chief of Police to attend training session or group seminar in the Town of Wallaceburg will attend the said session or seminar up to a maximum of two (2) hours per month without pay. Any member who is on annual leave or other leave authorized by this agreement or authorized by the Chief of Police shall not be required to attend.

18.04 The Board shall pay the cost of the tuition for courses or seminars approved by the Chief of Police and appropriate changes in shifts will be permitted to allow attendance at such courses when practicable.



IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

DATED at the Town of Wallaceburg, this *12* day of *April, 1994*



**THE BOARD OF COMMISSIONERS
OF POLICE FOR THE TOWN OF
WALLACEBURG**

PER: *Richard Foster*
[Signature]

WALLACEBURG POLICE ASSOCIATION

PER: *Eileen Bourhis*
[Signature]