

SOURCE	City		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	4/30		
NOMBRE D'EMPLOYÉS	SD		

1996 - 1998

WORKING AGREEMENT

between

THE LONDON POLICE SERVICES BOARD

and

THE LONDON POLICE ASSOCIATION
(Police Personnel and Cadets)

06995 07

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THIS AGREEMENT made this 7th day of November, in the year of Our Lord one thousand nine hundred and ninety-six.

BETWEEN:

THE LONDON POLICE SERVICES BOARD
(hereinafter called the Board)

OF THE FIRST PART

AND

THE LONDON POLICE ASSOCIATION
(hereinafter called the Association)

OF THE SECOND PART

WHEREAS pursuant to Section 119 of The Police Services Act, R.S.O. 1990, the Board and the Association have negotiated in respect to remuneration, working conditions and other matters referred to therein;

AND WHEREAS the parties have now reached agreement pursuant to the provisions of the said Act;

AND WHEREAS in this agreement the term "member" or the term "police personnel" means all employees of the Police Force falling within the positions set out in Schedule "A" hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the premises and the mutual covenants hereinafter contained, AGREE each with the other as follows:

ARTICLE 1 - RECOGNITION AND TERM

- 1:01 The Board hereby recognizes the Association as the sole collective bargaining agent for all police members and cadets of the London Police Force, save and except the Chief of Police and Deputy Chiefs of Police.
- 1:02 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board with respect to any member of the Police Force because of the member's membership or connection with the Association.
- 1:03 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon members of the Police Force by any of its members or representatives.
- 1:04 This agreement, as hereinafter provided, shall accrue to and apply to those Police members and Cadets on the active payroll of the London Police Force on or after January 1, 1996 to December 31, 1998 and such agreement will continue thereafter until replaced by a new decision, agreement or award.

ARTICLE 2 ADMINISTRATIVE RIGHTS

- 2:01 The Association acknowledges that, subject to The Police Services Act, R.S.O. 1990, as amended, it is the function of the Board to:
- (a) Establish the complement of the Force, which shall consist of a Chief of Police and such other police officers and such constables, assistants and civilian employees as the Board considers adequate and further to deploy and assign such members of the Force in a manner the Board deems necessary for the effective, efficient and economical carrying out of the operation and administration of the Police Force;
 - (b) Maintain order, discipline and efficiency;

- 2:01 (c) Hire, discharge, classify, transfer, promote, demote and suspend or otherwise discipline any member of the Force covered by this Agreement, provided that claim of discriminatory promotion, classification, demotion, or transfer, or a claim that any such member of the Force has been discharged or disciplined without just cause, may be the subject of either a grievance or follow the provisions of The Police Services Act and dealt with as provided;
- (d) Generally to manage the operations and undertakings of the Police Force in a manner the Board deems necessary for the efficient and economical carrying out of the operations of the Police Force.

ARTICLE 3 GRIEVANCE PROCEDURE

- 3:01 Where a difference arises between the parties hereto or those they represent in connection with or relative to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or any decision or award made subsequent hereto, the procedure outlined in Schedule "B" of this agreement shall apply subject to any mandatory provisions of The Police Services Act and Regulations passed thereunder.

ARTICLE 4 - SENIORITY

- 4:01 Seniority shall be established for the members of the Police Force covered by this agreement and such seniority shall be based upon the member's continuous service with the Board, calculated from the date upon which a member last commenced employment with the Board.
- 4:02 A seniority list shall be established by the Board for members covered by this agreement and such list shall be revised and posted prior to July first of each year and a copy filed with the Association.
- 4:03 Seniority shall be broken only for the following reasons:

- (a) If the member terminates employment;
- (b) If the member is discharged and the discharge is not reversed under the provisions of the agreement or the provisions of The Police Services Act:
- (c) If a member who has been laid off does not report for work within five (5) days of recall, as provided in Item 4:06.

4:04 In determining the length of service for the purpose of seniority, continuity of service shall not be considered interrupted if absence from the Board's service is due to leave of absence granted by the Board.

4:05 Where the Board has made a decision to reduce the complement of the Force and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of The Police Services Act, the lay-off of members shall occur by inverse order of seniority. When a vacancy in the complement of the Force exists, the members on lay-off shall be recalled in order of seniority.

4:06 Members laid off due to a reduction in staff and who fail to return to work within five (5) working days after notice of return to work has been forwarded by registered mail to the last known address of the member, shall have severed their service with the Board and shall forfeit all seniority rights except in the case of sickness or other just cause agreed upon by the Board.

4:07 Insofar as the members covered by this agreement are concerned, seniority provisions are for the purpose of determining entitlement to holidays and vacations, sick leave benefits, and the order of lay-off or recall for members.

ARTICLE 5 SICK LEAVE CREDITS

5:01 Sick leave, as it pertains to members, shall be in accordance with the provisions of Schedule "C" to this agreement.

ARTICLE 6 BEREAVEMENT LEAVE

- 6:01 In the event of the death of a member's spouse, common-law spouse, child, adopted child, mother, father, sister, brother, mother-in-law, father-in-law or grandchild, stepfather, stepmother, stepbrother or stepsister, such member, if scheduled to work, shall be granted absence from work for not more than three (3) consecutive days with pay which shall include the day of the funeral. In the event of the death of the member's grandmother or grandfather, such member, if scheduled to work, shall be granted absence from work for not more than two (2) consecutive days with pay, which shall include the day of the funeral. In the event of the death of a member's uncle, aunt, first cousin, nephew, niece, sister-in-law or brother-in-law, such member, if scheduled to work, shall be permitted reasonable time off with pay for the purpose of attending the funeral provided the service is in an area of twenty-five (25) miles of the City limits; if such services are beyond twenty-five (25) miles of the City limits, a member, if scheduled to work, shall be permitted absence from work one (1) day with pay.
- 6:02 Any Senior Officer may extend the bereavement leave on the application of a member.

ARTICLE 7 PENSIONS

- 7:01 Subject to the provisions of The Municipal Act, the Ontario Municipal Employees Retirement Systems Act and the regulations thereunder, the parties agree that the pensions applicable to members shall be in accordance with the By-Law of The Corporation of the City of London providing for basic pensions for the employees of local Boards of the said Corporation and By-Laws A-4075-672 and attached agreement; A-4265-750 and attached agreement; A-4440-256 and attached agreement.
- Pension By-Laws covered by this agreement shall form supplements to this agreement.
- 7:02 Each member's contribution toward all pensions under The Ontario Municipal Employees Retirement Systems Act herein provided shall be fifty percent (50%) of the cost of such pensions to a maximum of eight point five percent (8.5%) of the member's earnings.

7:03 A member shall retire no later than the end of the month following the member's sixtieth (60) birthday.

7:04 By-Laws A 4075-672 and A 4265-750 provide for a supplementary pension payable at sixty (60) years of age in addition to the basic **OMERS** Plan. The total pension payable from **OMERS** shall not exceed two percent (2%) of the member's pensionable earnings which are average annual highest contributory earnings during the sixty (60) consecutive months of highest contributory earnings multiplied by number of years credited services at retirement to a maximum of thirty-five (35) years service, less the value of the former pension plan at normal retirement age valuated at January 1, 1983, and further reduced, when the member is entitled to a pension under the Canada Pension Plan, by .7% times the lesser of:

(a) the average of the **YMPE** for the year the member retires and the two (2) preceding years,

OR

(b) Pensionable earnings which are average annual contributory earnings during the sixty (60) consecutive months of highest contributory earnings, multiplied by the number of years of credited service since January 1, 1966, maximum thirty-five (35) years.

7:04 Subject to the provisions of the **OMERS** Act and Regulations, if a member participated in a previous pension plan of an employer and took a refund of contributions from that plan or was eligible to participate in that plan and chose not to, then those years of actual or potential participation cannot be counted as years of credited service.

For the purpose of calculating **OMERS** Supplementary Pension Plan Benefits, the continuous and credited service of former members of the London Township Police Force, who enrolled in the London Police Force January 1, 1961 and are still active members of the Force, shall be calculated from the date of appointment to the London Township Police Force.

7:05 By Law A 4440-256 provides for early retirement without actuarial reduction

within ten (10) years prior to a member's normal retirement date, under these conditions:

- (a) Retirement because of permanent partial disability as determined by the employer;

OR

- (b) The accumulation of thirty (30) years of credited service with the employer;

OR

- (c) The member has reached the eighty-five (85) factor (age plus qualifying service).

This supplementary pension benefit was commonly referred to as a Type III.

7:06 Effective May 9, 1986, Ontario Municipal Employees Retirement System Pensionable Earnings will be based on regular or base earnings only.

7:07 Effective January 1, 1991, the Board shall provide any member the option of purchasing optional service in accordance with the provisions of the Ontario Municipal Retirement System Act and Regulation, and further, payment for **such** optional service shall be fully borne by the member. Application for such credited optional service will be in accordance with the provisions of the Ontario Municipal Retirement System Act and Regulation.

7:08 Effective December 20, 1991, an active member may retire on an unreduced pension if the member is within ten (10) years of normal retirement age and has qualifying service (credited service plus eligible service) totalling thirty (30) years or more, The thirty (30) year early retirement provision and supplementary Type III agreements will **be** discontinued.

7:09 Effective December 20, 1991, a member may purchase all **or** part of purchasable service as defined by OMERS regulations including broken service or all or part of a pregnancy **or** parental leave period. Cost to purchase such service is cost to the member in accordance with the OMERS **plan**.

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- 7:10 Effective January 1, 1992, members who have thirty-five (35) years of credited service or more will no longer be required to contribute to the OMERS plan. The calculation of pensionable earnings will still include earnings after the member has passed the thirty-five (35) year service maximum and has stopped contributing to the plan.
- 7:11 The OMERS sixty percent (60%) spousal benefit is available to the spouse of a deceased pensioner even if the marriage took place after the member's retirement.
- 7:12 Effective January 1, 1992, any indexing formula applied to pensions currently being paid, deferred pensions, disability waiver earnings, and future pensions, will be as set down by the provisions of the OMERS Act and Regulations.
- 7:13 All of the pension detail mentioned in this article shall be as particularly described and set forth in the Ontario Municipal Employees Retirement Systems Act and Regulations.

ARTICLE 8 HOURS OF WORK

- 8:01 The members of the patrol force shall work a fixed rotating compressed work week schedule as set out in Schedule "D". Hours of work shall average forty (40) hours per week including five (5) paid lunch hours.

Members of the patrol force who are on Unit "B" and are assigned to work the Headquarters Duty Desk may work a 2345 hours to 0800 hours shift, when mutually agreed.

- 8:02 All other members shall work shift schedules as agreed to by the Board and the Association. Unless otherwise agreed to, the normal weekly period of work shall be forty (40) hours, consisting of five (5) days of eight (8) consecutive hours.

8:03 During each tour of duty, all members shall, where the requirements of service permit, be allowed one (1) hour for lunch. If the requirements of service do not permit one (1) hour for lunch, the members shall receive thirty (30) minutes accumulated time. (This allowance will not apply to a member who requests the last hour of the member's scheduled tour of duty for relief, such request is granted, and subsequently the member is not allowed an hour due to the requirements of service.)

Surplus hours of relief time earned by members working a compressed work week schedule are programmed in to the schedule on an annual basis. Relief times shall be scheduled by the Force.

In computing hours of work on a daily, weekly or bi-weekly basis, any lunch period shall be considered to have been time worked.

8:04 Subject to the requirements of service, days off assigned to all other members for each week will be consecutive and such days off shall rotate so that, so far as possible, each member received equally the same number of weekends during the calendar year and, that in no event, subject to the requirements of service, shall a member be required to work more than ten (10) days in any one fourteen (14) day period.

Members, other than those assigned to the Patrol Force, shall receive a minimum of sixteen (16) weekends per year. (Weekends defined as a Saturday and a Sunday). It is understood that each full week of accumulated statutory or annual leave shall include one weekend.

8:05 The management may transfer a member of the Force to or from the Patrol Force, permanently or temporarily. The member being transferred shall move to or from the member's Patrol Section Unit. The Board and the Association agree that hours of work shall commence in the new section or unit as if balanced to that date at forty (40) hours a week. The member shall work the schedule of the section or unit the member is transferred to or returned to without accounting of hours worked to that date.

8:06 The provisions of Items 8:01 shall not apply to members of the patrol force temporarily transferred to other duties within the Force.

- 8:07** No member shall change a scheduled shift, day off, or starting time with another member unless prior written approval has been received from a supervisor. If such approval has been received, duty schedules shall be amended to show such change. The members will now be responsible to report for duty as agreed and approved. In the event a member is not able to report in accordance with the amended schedule or to complete the shift in accordance with the amended schedule, accumulated overtime or court time will be deducted from such member according to the hours the member was scheduled to work. The deduction of hours shall not apply to a member granted bereavement leave under Article 6 or to a member who has been approved leave in relation to Workers' Compensation benefits. All such changes will be completed "with no accounting necessary."
- 8:08** Commencing February 6th, 1994, the Sergeants assigned to work in the Headquarters Detention Unit or the Communications Section shall work a compressed work week comprising of ten (10) hour days and afternoon shifts and eight (8) hour night shifts as outlined in Schedule "E".
- 8:09** Commencing January 13, 1995, the officers assigned to work in the General Investigation Section of the Criminal Investigation Division, shall work the 'Compressed Work Week' outlined in Schedule "F" attached.
- 8:10** Commencing January 3rd, 1993, the Constables assigned to the Canine Unit shall work the five (5) week rotating compressed work week outlined in Schedule "G".
- 8:11** Commencing November 29, 1994, the officers assigned to work in the Forensic Identification Section of the Support Services Division, shall work the 'Compressed Work Week' outlined in Schedule "I" attached.
- 8:12** Commencing February 20, 1996, the Patrol Staff Sergeants shall work the 'Compressed Work Week' outlined in Schedule "K" attached.

ARTICLE 9 TRAVEL AND LIVING EXPENSES

9:01 For the purpose of this Article, the hours of duty shall commence at a time to be determined by the member's senior officer and shall continue until the member returns to Police Headquarters or has completed the member's duties or Court appearance and enters accommodation in another municipality. Where a member is prevented from going off duty at the end of the member's scheduled shift, overtime provisions as outlined in Article 10 shall apply. The time spent in travel shall be included in determining the hours of duty.

9:02 Travel time shall be allotted in the following manner:

(a) when the mode of travel is by public transit the actual schedule time plus two (2) hours;

or

(b) when the mode of travel is by motor vehicle, Article 8, Item 8:03 as it relates to lunch periods shall apply plus one (1) additional hour for each eighty (80) kilometres travelled calculated to the nearest half hour. The kilometres allowed shall be in conformity with the Official Road Map of Ontario published by the Ministry of Transportation and Communication.

When travel time and the lunch period do not total the member's scheduled shift, the member may be required to perform the member's duties for the balance of the member's scheduled shift but under no circumstances shall a member receive less than the member's daily rate of pay.

9:03 Where the mode of travel is by motor vehicle, the maximum distance one way a member may be required to travel shall be:

(a) 440 kilometres when escorting a person in custody;

(b) 240 kilometres when attending Court for one day; or

(c) when distant from the City by more than 135 kilometres and required to attend Court on consecutive days, then the provisions of Item 9:04 apply.

9:04 When, by virtue of the member's duties, a member is required to travel to another municipality, such member shall be allowed reasonable living expenses as follows:

- (a) When required to remain overnight, a sum equal to the amount reasonably and actually paid by the member for accommodation;
- (b) \$7.00 for breakfast when a tour of duty commences in another municipality;
- (c) \$8.00 for lunch when away from the City of London from 1200 hours to 1300 hours, in lieu of a one hour lunch period on return to the City of London;
- (d) \$13.00 for dinner when away from the City of London between 1700 hours and 2100 hours, in lieu of a one hour lunch period on return to the City of London; and
- (e) \$7.00 evening meal allowance in addition to the allowances outlined in 9:04 B, C, D, when away from the City of London for four (4) hours between 2100 hours and 0800 hours of the next day. (Excludes attendance at the O.P.C. and/or the C.P.C.)

When the mode of travel is by public transit and the meal is included in the fare, a member shall not be entitled to a meal allowance while in transit.

ARTICLE 10 OVERTIME

10:01 Overtime shall be deemed to be any time including drills, parades and in-service training courses.

10:02 A normal tour of duty will commence and conclude at fifteen (15) minutes to the hour. When a member is required to be on duty for any period in excess of thirty (30) minutes after the member's normal tour of duty, such time shall accumulate and be credited to the member as overtime. When the period of such time is thirty (30) minutes or less, it shall NOT be considered time worked to be compensated through salary nor to be accumulated and credited to the member as overtime.

10:03 All overtime shall be computed and credited to a member at the rate of time and one-half of such member's regular rate of pay. Such overtime credits shall be payable to the member within sixty (60) days from the time such credit was earned at the member's current rate of pay.

10:04 All overtime earned on a Statutory Holiday shift, shall be computed and credited to a member at two (2) times a member's regular rate of pay and shall be payable to the member within sixty (60) days.

10:05 Notwithstanding the fifteen (15) minute reporting time which precedes a shift, every member shall be granted a minimum of eight (8) full hours off duty between any two (2) consecutive shifts but where a member's off-duty time between shifts is less than ten (10) hours, the member will receive a payment of four (4) hours pay at regular hourly rates.

Overtime consecutive to the first shift shall be considered to be a part of the minimum time off between consecutive shifts.

10:06 (a) If a member is called back to duty from the member's off-duty hours, the member shall be credited with a minimum of three (3) hours of overtime at overtime rates and one (1) hour of overtime at overtime rates for each subsequent hour in excess of three (3).

(b) In the event a member is called back to duty within two (2) hours of the member's scheduled reporting time because of an emergency, the provisions of 10:06 (a) will not apply. The shift will commence at the time such call back occurs.

10:07 When a member is recalled for duty when on annual or statutory holiday leave, the member shall receive, for the first call back, sixteen (16) hours' pay at straight time rates for the first eight (8) hours of service and for any additional hours on the first call back, time and one-half the normal pay rate, If the member's services are required for additional days during such annual or statutory holiday leave, the member shall be paid at straight time rates, but shall receive additional days off in lieu of such leave days lost,

10:08 If a member of the Police Force is transferred from the member's normal or scheduled shift (i.e. day shift, afternoon shift or night shift) without at least twenty-four (24) hours notice, the member shall be credited for each such transfer with two (2) hours of time at straight rates which shall not be deemed to be overtime.

10:09 Members assigned to stand-by duty between consecutive working days shall remain available for immediate communication and/or return to duty.

For each period of stand-by duty, the member shall receive three (3) hours pay at straight time rates,

If a member on stand-by duty is called back to active duty, the provisions of Item 10:06 shall take effect in addition to the stand-by.

10:10 A member may elect to accumulate overtime to be taken as time off at a time mutually agreeable to the member and the member's supervisor. Such election to accumulate overtime must be made at the time overtime is earned and such election is not reversible except on resignation or retirement from the Force. When such time cannot be taken off, the Board will pay down the accumulated overtime to forty (40) hours during the first complete pay period in December of each year. All overtime accumulated in excess of eighty (80) hours is not subject to annual pay-downs or a pay-out upon resignation or retirement.

10:11 All voluntary hire-ons (shifts) shall be paid at the rate of time and one half the member's normal rate of pay. All overtime beyond the normal scheduled shift hours worked on a statutory holiday, however, will be paid at two (2) times a member's regular rate of pay and shall be payable to the member within sixty (60) days as per item 10:04.

ARTICLE 11 COURT TIME

- 11:01** In this Article, "Court" or "Courts" shall mean all Courts of Law and shall include a Coroner's Inquest, a Police Services Act hearing and other Tribunals related to a member's duty as a Police Officer. Court Time in this Article shall mean time spent by a member of the Police Force as a witness or defendant in a Court as herein defined. Court time shall not be included in the calculation of overtime. This benefit shall not apply to a defendant in a Police Services Act disciplinary hearing.
- 11:02** When a member is required to attend Court **in** the member's off-duty hours or on a paid or unpaid leave of absence, the member shall receive in compensation therefore, an allowance of four and one-half (4-1/2) hours Court time for attendance at each of the forenoon, afternoon and evening sessions of a Court.
- 11:03** When a member, when on duty, is required to attend Court and is prevented from going off duty at the member's normal time **by** reason of such attendance at Court, overtime provisions as outlined in Article 10 shall apply.
- 11:04** (a) When a member is required to attend Court on any occasion during the member's annual vacation, statutory/paid holidays or on a day off that is connected to annual/statutory leave, the member shall receive in compensation therefore, an allowance of sixteen (**16**) hours Court time for each day or portion thereof spent in Court.
- (b) A member who has received personal notification to stand-by for Court into and during an accumulated statutory or annual vacation leave period or a day off that is Connected to annual/statutory leave and is subsequently cancelled for court prior to the actual appearance, the member shall be entitled to sixteen (**16**) hours Court time.
- 11:05** Personnel of the Field Support Branch shall make every reasonable effort to defer a member's attendance at Court while such member **is** on annual leave, statutory or paid holiday.

- 11:06 Effective July 1, 1992, when a member attends a morning session of the Court subsequent to hours worked on a shift ending at 0300 hours or later of the day of the attendance and the member is required in attendance until 1430 hours or later for an afternoon appearance, the member shall be entitled to Court time credits as provided in Item 11:02 or, at the option of the member, the time spent in Court shall be considered as time worked for that day in lieu of Court time credits.
- 11:07 When a member is required to attend Court on a scheduled day off or on a day off granted in accordance with the provisions of Item 11:14, the member shall receive in compensation therefore eight (8) hours Court time for the first attendance at a session of a Court and for any subsequent attendance at a session of a Court on the same day, the provisions of Item 11:02 shall apply.
- 11:08 When a member, by virtue of the member's duties or in response to a subpoena to attend Court is required to travel to another municipality, such member shall be on duty.
- 11:09 A member shall not attend Court in another municipality without first having received a subpoena. In urgent circumstances where a subpoena cannot be conveniently served, a member may be directed by a senior officer of this Force to attend Court in answer to a CPIC message from a senior officer of the Force responsible for the Court case.
- 11:10 A member receiving a subpoena to attend Court in another municipality shall forthwith notify the officer in charge of the Field Support Branch of the date, time and place the member's attendance is required, so that the member's regular duties may be adjusted to conform with the requirements of the subpoena and the time required for travel shall be allowed in any such adjustments.
- 11:11 The mode of travel shall be determined by the Chief of Police, who, if so requested by the member, may provide such other assistance as required to facilitate the travel arrangements. A member attending Court in another municipality may travel in the member's personal motor vehicle.

11:12 When a member attends Court in another municipality as provided in **Item 11:09**, the member shall collect from the Court all fees and expenses payable pursuant to the regulations passed under The Administration of Justice Act. Where the Force has advanced funds in the form of cash or travel allowance, the member shall provide an accounting of expenditures and reimburse the Force for any surplus funds.

11:13 When a member is required to attend Court in another municipality at a time when the member is on annual leave, statutory or paid holiday, every effort will be made by the Field Support Branch to defer the member's attendance. Where such efforts fail, the member shall have entitlement to the provisions of **Item 11:04** and, for the purposes of The Workers' Compensation Act, shall be considered on duty while travelling to and from the out of town Court appearance.

11:14 A member who accumulates over forty (40) hours of accumulated court time, shall have the option of accumulating further hours or to elect to be paid for hours of Court time in excess of forty (40) hours. Subject to the requirements of service, accumulated Court time credits may be granted as time off at a member's request. Court time credit payments shall be paid to the member within sixty (60) days from the time such credit was earned at the member's current rate of pay.

On or about November 1st of each year, a notice shall be posted advising members that an election can be made to be paid out for accumulated time, down to a minimum accumulation of twenty (20) hours. All accumulated time in excess of eighty (80) must be taken as time off and will not be subject to any annual pay downs or any pay out upon resignation or retirement. Any such election to be paid shall be made before December 1st of the same year. Such payment shall then be paid by the Board before January 30th of the following year at the salary being paid at the time of the pay out.

11:15 Members required to attend Court shall appear in clean and neat civilian dress, which shall include jacket and tie.

11:16 Where time is credited pursuant to the terms of this Article, it shall not be deemed to be time worked as part of the normal period of work as provided in Article 8.

- 11:17 A member that has retired on pension shall be entitled to four (4) hours pay for attending the morning session of Court as a police witness and a further four (4) hours pay for an afternoon attendance, at straight time rates at the then current rate of a First Class Constable, less the prevailing witness fee payable under the provisions of the Administration of Justice Act Regulations, for each day the member is required to attend Court to give evidence on a matter arising out of the member's duties as a Police Officer.
- 11:18 Where a member has been notified to attend Court on a scheduled day off and where such notification is not cancelled prior to 10:00 p.m., the day preceding the scheduled Court appearance, the member shall receive, in compensation therefore, eight (8) hours of Court Time.
- 11:19 Effective January 1, 1993, when a member is required to travel on a day off to a Court appearance location more than 250 km from London and the appearance requires an overnight stay prior to the Court appearance, the member shall be paid eight (8) hours of overtime, or be given a day off in lieu consecutive to the member's next scheduled days off, at the discretion of the Force.
- 11:20 When a member has the charge of children under twelve (12) years of age and is notified to attend Court on a day that they are scheduled to work an afternoon or night shift and are subsequently cancelled after 10:00 p.m., the day preceding the scheduled Court appearance, the member shall be reimbursed for all reasonable child care expenses that were actually accrued.

ARTICLE 12 SALARIES

- 12:01 The annual salary of all members covered by this agreement shall be as set out in Schedule "A" annexed hereto.
- 12:02 The bi-weekly pay of members shall be deposited directly to a branch of a chartered bank or major trust company of the member's choice.

12:03 In the matter of the rank of Sergeant, a member holding such rank may, on recommendation from Supervisors, after one year, be approved for second year rate and, after one year in the second year rate, be approved for third year rate. **A** deferment in one rate may be a matter for grievance.

In the matter of the ranks of Staff Sergeant, Inspector and Superintendent, members holding such ranks may, on recommendation from supervisors, after one year, be approved for the second year rate. **A** deferment in one rate may be a matter for grievance.

12:04 The first year Sergeant's annual salary shall be one hundred and four percent (104%) of a First Class Constable's annual salary, second year Sergeant's annual salary shall be one hundred and eight percent (108%) of a First Class Constable's annual salary, and the third year Sergeant's annual salary shall be one hundred and twelve percent (112%) of a First Class Constable's annual salary.

The first year Staff Sergeant's annual salary shall be one hundred and six percent (106%) of a third year Sergeant's annual salary, and the second year Staff Sergeant's annual salary shall be one hundred and twelve percent (112%) of a third year Sergeant's annual salary.

The first year Inspector's annual salary shall be one hundred and six percent (106%) of a second year Staff Sergeant's annual salary, and the second year inspector's annual salary shall be one hundred and twelve percent (112%) of a second year Staff Sergeant's annual salary.

The first year Superintendent's annual salary shall be one hundred and six percent (106%) of a second year Inspector's annual salary, and the second year Superintendent's annual salary shall be one hundred and twelve percent (112%) of a second year Inspector's annual salary.

Effective January 1, 1993, the first year Staff Sergeant's annual salary shall be one hundred and nineteen point forty-four percent (119.44%) of a First Class Constable's annual salary, and the second year Staff Sergeant's annual salary shall be one hundred and twenty five point forty-four percent (125.44%) of a First Class Constable's annual salary.

(12:04 con't.)

Effective January 1, 1993, the first year Inspector's annual salary shall be one hundred and thirty-eight percent (**138%**) of a First Class Constable's annual salary, and the second year Inspector's annual salary shall be one hundred and forty-four percent (144%) of a First Class Constable's annual salary.

Effective January 1; 1993, the first year Superintendent's annual salary shall be one hundred and fifty-seven percent (157%) of a First Class Constable's annual salary, and the second year Superintendent's annual salary shall be one hundred and sixty-three percent (163%) of a First Class constable's annual salary.

12:05 Senior Constable's Salary - Any First Class Constable having completed 10 years of service with the London Police Service as a Constable shall receive the salary as set out in Schedule "A". Such salary shall be one hundred and two percent (102%) of a First Class Constable's salary

ARTICLE 13-SHIFT PAY

13:01 Members of the Police Force who are assigned to work rotating shifts (i.e. required to change from one shift to another), will be paid the following shift premiums:

Afternoon shift (i.e. shifts beginning between 1200 hours and 1800 hours and ending between 2000 hours and 0400 hours) - Fifteen cents (.15) per hour for shift hours worked.

13:02 Afternoon shift premium for all afternoon shift hours worked between 1800 hours Friday and 0400 hours Sunday shall be thirty (.30) cents per hour.

Night shift (i.e. shifts beginning between 1800 hours and 0400 hours and ending the following morning) - thirty cents (.30) per hour for shift hours worked.

ARTICLE 14 SERVICE PAY

- 14:01** A member qualified by service requirements shall receive seventy-five dollars (\$75.00) annually for every five (5) years of continuous service.
- 14:02** Service pay will be received in one (1) instalment on or about the fifteenth day of December in the year of entitlement.
- 14:03** A member who leaves the service prior to normal payment of service pay, shall be paid on a prorated basis for the portion of the year served.
- 14:04** In the event of the death of a member, the Board agrees to pay to the estate of the member an amount equal to the service entitlement for that year, calculated to the date of death of such member.

ARTICLE 15 OFF-DUTY WORK

- 15:01** Any member of the Police Force agreeing to perform the duties of a Police Constable during off-duty time at any place other than the member's usual place of employment, when assigned by the Chief of Police or anyone authorized by the Chief of Police, shall be paid while performing such duties thirty dollars (\$30.00) per hour, straight time, for such employment with a minimum of three hours (3) pay for each such occasion. Any member above the rank of Police Constable who performs such duties on request, shall receive thirty-five dollars (\$35.00) per hour with a minimum of three hours (3) pay for each such occasion. Such off-duty time shall not be included during the calculation of overtime.
- 15:02** The payment of benefits in Item 15:01 shall be payable within sixty (60) days of the time worked.

ARTICLE 16 CLOTHING AND CLEANING REIMBURSEMENT

16:01 A clothing reimbursement in the sum of nine hundred and fifty dollars (\$950.00), annually, shall be paid to all members working in plainclothes capacity for not less than twenty (20) working days in a calendar year prorated for the time served while acting in such capacity.

Clothing reimbursement will be prorated where a member has been off of active duty for more than six (6) months. The member will receive full entitlement of clothing reimbursement for the first six (6) months and the prorating will occur in relation to the remaining period a member works during that particular calendar year.

16:02 Senior Officer members shall receive a clothing reimbursement in the amount of seven hundred and fifty (\$750.00) annually, prorated if the member does not qualify for a full year's reimbursement.

Clothing reimbursement will be prorated where a member has been off of active duty for more than six (6) months. The member will receive full entitlement of clothing reimbursement for the first six (6) months and the prorating will occur in relation to the remaining period a member works during that particular calendar year.

16:03 The Board will reimburse all members twenty-five dollars (\$25.00) per month, for cleaning and pressing of clothing used in the performance of duty.

Cleaning reimbursement shall be prorated for time worked where a member is off sick or on Workers' Compensation for a period in excess of one (1) month.

16:04 Each member, when required, shall produce evidence that the expenses were so incurred.

16:05 The Board will issue, to all police personnel who are not in receipt of a clothing reimbursement, two (2) pairs of boots for use in the performance of duty, which shall be replaced or repaired by the Board when necessary. Such issue for Patrol Force and Traffic Section members shall include one (1) pair of winter boots.

16:06 Fur hats shall be issued to all uniformed patrol members.

16:07 Upon the termination of a member's service, the Board is authorized to withhold pay from the last pay period until such member has returned clothing and equipment issued to the member by the Board.

ARTICLE 17 MEAL ALLOWANCE

17:01 Where a member, covered by this agreement, is required to be on duty three (3) or more consecutive hours beyond the normal scheduled shift, the member shall be entitled to a meal allowance of seven dollars and fifty cents (\$7.50).

ARTICLE 18 CANINE SECTION ALLOWANCE

18:01 Each member of the Force who is a member of Canine Section shall invoice the Board the sum of fifty dollars (\$50.00) per month for care, maintenance, and housing of the animal in such member's care in accordance with the requirements of the Board.

ARTICLE 19 ACTING RANKS

19:01 For the **sole** purpose of filling a temporary vacancy and only so **long** as such vacancy lasts, the Chief or the Chief's designate may assign a member to perform the duties of any rank above First Class Constable. **If** a member performs such duties for a total of fifteen (15) or more working days, then the Board agrees to pay the salary of the rank in which the member is performing, commencing at the lowest rate in the salary range. Such temporary vacancy shall be filled by members from the same Division who

(19:01 con't.)

have qualified under the Promotional Process of the Force, If no such qualified members exist from the same Division, selection of members to fill such vacancies shall be at the sole discretion of the Chief of Police. Permanent vacancies shall be filled forthwith pursuant to the Promotional Process of the Force and no assignment to acting duty shall circumvent that process.

19:02 Notwithstanding the provisions of Item 19:01, a member may be assigned to perform acting duties to fill a vacancy for no longer than one (1) year. At the end of such period, the member must be reassigned to duty in the member's confirmed rank.

19:03 A member who is promoted through the Promotional Process of the Force, shall be confirmed at the current salary classification in which the member is serving at the time of qualification. Any member assigned by the Chief or the Chief's designate to an acting position and subsequently is confirmed within the one (1) year period, shall qualify for advancement to the next higher salary rate on the anniversary date of the member's assignment to the acting position, if recommended by the member's supervisor.

ARTICLE 20 PLAINCLOTHES OFFICERS, CONSTABLE SPECIALISTS AND FIELD TRAINING OFFICERS

20:01 A member below the rank of Sergeant working twenty (20) or more days in plainclothes capacity, shall be paid retroactively on a prorated basis the sum of three hundred and fifty dollars (\$350.00) per year.

20:02 It is understood that members may be assigned to a plainclothes capacity for a maximum of three (3) calendar years unless they are promoted through the Promotional Process of the Force.

Any Constable may be assigned to plainclothes duty for a further two (2) year period providing the member has served a minimum of four (4) years in some other area before returning to CID Plainclothes duties.

(20:02 con't.)

Uniform members assigned to the Mobile Surveillance Unit will work in plainclothes within the Criminal Investigation Division without being designated as Detective Constables, for a maximum of five (5) years. Appointments will be made following a posting and an appropriate selection process. Members in this unit will receive those benefits outlined in Article 16:01 of this Agreement but will not be entitled to those benefits outlined in Article 20:01 of this Agreement.

20:03 Members assigned to perform duties in the Identification Section shall receive the clothing reimbursement as provided in Article 16, Item 16:01 and shall, while performing such duties, be paid at the rate of three hundred and fifty dollars (\$350.00) per year, prorated, in addition to the salary of the member's rank, provided such rank is not above the rank of First **Class** Constable.

A Constable qualified as an Identification Officer by having successfully completed the Canadian Police College Identification course or equivalent course offered by the Ontario Police College and having served a minimum of one hundred and twenty (120) working days in the Identification Section, shall be designated a Specialist and receive the rates of pay of a Sergeant, including advancements in that salary **classification** providing, however, the supervisor recommends the Specialist designation.

In the event Identification Officers are assigned to the additional responsibility of **breathalyser** testing, they will be required to successfully complete the Provincial Breathalyser course in order to qualify under this **article**.

20:04 A Constable performing intelligence duties may, at the sole discretion of the Chief of Police, be designated a Specialist and receive the rates of pay of a Sergeant including advancement in that salary **classification**.

20:05 When a Constable is assigned to field training of a Probationary member, the Constable shall receive eight dollars (\$8.00) for each day the member is engaged in such duties.

ARTICLE 21 GROUP LIFE INSURANCE

- 21:01** The Board will contribute one hundred percent (100%) of the cost of the premium for life insurance and accidental death and dismemberment benefit to a schedule of two and one-half times (2.5) a member's salary to a maximum of one hundred and ten thousand dollars (\$110,000.00).
- 21:02** The Board agrees to pay the cost of premiums to cover members who retire after January 1, 1984, with ten thousand dollars (\$10,000.00) of life insurance until age sixty-five (65) years.

ARTICLE 22 MEDICAL AND HOSPITALIZATION

- 22:01** The Board understands that some members of the London Police Force are not members of the London Police Association but do obtain benefits from the group policies as issued by carriers agreed upon.
- 22:02** The Board will contribute one hundred percent (100%) of the premiums for major medical coverage, with the Green Shield Canada, including but not limited to semi-private hospital accommodation, vision care (one hundred and twenty dollars (\$120.00) every thirty-six (36) months plus a twelve (12) month prescription change rider - effective January 1, 1993 one hundred and fifty dollars (\$150.00) every thirty-six (36) months plus a twelve (12) month prescription change rider), generic drug card prescription plan, (\$1.50 deduction per prescription) (members who elected to remain on a \$10.00 and \$20.00 drug plan-single and family respectively-prior to October 1, 1985, may remain with such coverage). It is understood that \$10.00 and \$20.00 deductibles (single and family respectively) still applies to some major medical benefits other than the generic drug benefit. Hearing aids (three hundred dollars (\$300.00) every twenty-four (24) months), private duty home nursing (five thousand dollars (\$5,000) per disability - effective January 1, 1993, ten thousand dollars (\$10,000) per disability), out-of-province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits with no daily limit. In addition, the Medix plan will be amended to provide for the coordination of payments for out-of-province claims by Medix, and other major medical benefits as agreed upon and defined in the master policy. A deluxe travel plan Medix card shall be issued to all members providing a 1-800 telephone number to be used for out-of-province claims.

(22:02 con't.)

Specialists fee coverage for osteopath, naturopath, podiatrist, physiotherapist, speech therapist, or masseur shall be \$20.00 per visit for twenty (20) visits, over Ontario Health Plan payments for twenty (20) visits in each calendar year.

Specialists fee coverage for chiropractor services shall be twenty dollars (\$20.00) per visit for twenty (20) visits once Ontario Health Plan payments have exhausted.

The Board will contribute one hundred percent (100%) of the premiums to provide the Green Shield Canada Prescription Drug Plan #7 (\$1.50 deduction per prescription).

The 5/12ths employee portion of the unemployment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.

- 22:03 (A) The Board shall contribute ninety percent (90%) of the cost of premiums of the Green Shield Canada Dental Plan (8B) providing dental coverage including orthodontic care to a lifetime maximum of fifteen hundred dollars (\$1,500.00) dollars payable by the carrier.

The Board shall contribute ninety percent (90%) of the cost of premiums of the Green Shield Canada Dental Plan providing for pit and fissure sealants for children up to the age of twelve (12) years. (One service per child every two (2) years if required.)

Adult dependent children and dependents who are full-time students will be covered by the dental plan until age twenty-five (25) years with the exception of orthodontic care which is covered until age twenty-one (21) years.

Effective January 1, 1993, the Board shall contribute one hundred percent (100%) of the cost of premiums of the Green Shield Canada Dental Plan.

- (B) Retirees - A member retiring after July 1, 1987, on an unreduced OMERS pension, shall have the option to continue participation in the

(22:03 con't.)

Green Shield Canada Dental Plan until age sixty-five **(65)** years. Where the member elects to continue participation, the Board shall contribute seventy-five percent (75%) of the cost of the premium of such coverage.

This benefit coverage ceases if available to the retiree through other employment or through the retiree's spouse. The benefit is available to the spouse of the retiree if the retiree dies or reaches age sixty-five (65) years and the benefit is not otherwise available to the spouse. For members retiring on or after July 1, **1991**, the Board shall contribute one hundred percent **(100%)** of the cost of the premiums for such coverage.

Election must be made to continue this benefit one **(1)** month prior to retirement, to take effect the first of the month following retirement.

22:04 The Board, at no cost to the member, will provide Supplementary Ontario Blue Cross coverage for all members travelling outside Canada on duty. The sole responsibility for obtaining such coverage prior to departure from Canada is that of the individual member and, where the member fails to do so, the Board will have no liability.

22:05 For members retiring on an unreduced **OMERS** pension after the first day of January, **1986**, and currently enrolled in Green Shield Canada Major Medical Plan as per item **22:02**, shall be entitled to the Major Medical coverage as follows:

- (a) The benefit coverage ceases when the member reaches the age **of** sixty-five **(65)** years;
- (b) The benefit coverage ceases if available to the retiree through other employment or through the retiree's spouse (Benefits cease only while available through other employment or through the retiree's spouse.) ;
- (c) The benefit coverage continues until the retiree dies or reaches age sixty-five **(65)** years. The spouse of the retiree may continue participation in the plan until the spouse reaches age sixty-five **(65)** years where the benefit is not otherwise available **to** the spouse. **A** spouse co-habiting with the member at the time of the member's retirement is eligible under this item;

(22:05 con't.)

- (d) The retiree will be provided coverage on the condition the retiree contributes twenty-five percent (25%) of the premium cost of the major medical benefit. The Board shall pay one hundred percent (100%) of the premium cost for members retiring on or after July 1, 1991;
- (e) Election made prior to retirement to take effect the first of the month following retirement.

22:06 Where a member retires on an unreduced pension and takes up permanent residence in Canada outside of the province of Ontario, the Board shall pay the retired member the equivalent of **monthly** provincial health premiums if a medical premium is payable by the retiree in that province or territory.

22:07 In the event a retired member dies before the member's spouse attains the age of sixty-five (65) years, the Board agrees to pay the cost of premiums of Ontario Health Insurance until the spouse reaches the age of sixty-five (65) years, unless the coverage becomes available through a subsequent marital relationship.

22:08 Survivor's Benefits - the surviving spouse of a member killed in the line of duty shall be entitled to the major medical and dental coverage until age sixty-five (65) years, (unless this coverage becomes available through a subsequent marital relationship). The Board shall pay one hundred percent (100%) of these benefit premium costs to cover the surviving spouse and dependents.

22:09 The surviving spouse of a serving member who dies, shall be allowed to participate in the medical and dental plans. Premiums shall be paid by the surviving spouse.

22:10 Effective January 1, 1993, a pre-authorized payment method to collect premiums for extended health, life, and dental fees from participating retirees or their spouses where all or part of the premium costs is the retiree's or spouse's responsibility, shall come into effect. Costs supplied by the bank instituting and servicing the plan shall be shared equally by the Board and the Association. Payments shall be paid directly through the participating banking service to the Board.

ARTICLE 23 VACATION

23:01 Where a member joins the Force after January first in a calendar year, vacation entitlement shall be granted in that year on a prorated basis.

23:02 A member on strength on the first day of January shall, in the year of entitlement and annually thereafter, be granted vacation with full pay on the following basis:

Less than 4 years of service 2 weeks (80 hours)

4 years of service and less than
10 years of service 3 weeks (120 hours)

10 years of service and less than
17 years of service 4 weeks (160 hours)

17 years of service and less than
24 years of service 5 weeks (200 hours)

24 years or more of service 6 weeks (240 hours)

Where the anniversary of a member's service with the Force qualifies the member for additional vacation benefits in a given year, then the additional benefits shall apply, for **all** purposes, to the entire calendar year.

23:03 When a member leaves the service without qualifying for a full year's vacation entitlement as set down in Item 23:02, the member shall receive such vacation entitlement for the time served on a prorated basis, calculated from January first in the calendar year in which the member leaves the Force.

23:04 Annual vacation shall be taken by all members in each classification in order of seniority,

Members working compressed work week shift schedules shall choose annual vacation by hours **from** shifts scheduled to work by the member's unit. Members shall choose complete blocks of shifts assigned to work between scheduled days off. Hours remaining where no complete block can be chosen, shall be added to the hours of statutory and paid holiday entitlement. Generally one (1) police constable member of a unit **will** be off on annual leave or statutory and paid holiday leave at one time.

23:05 In the calendar year in which a member completes thirty (30) years **of** service with the Force, the member shall receive an additional six (6) weeks (240 hours) vacation at full pay. This benefit is conditional on the member combining this vacation entitlement with the benefit provided in Item 23:02 to provide twelve (12) consecutive weeks of vacation.

Members hired after December 31, 1985 will not be entitled to this benefit.

23:06 If a member is injured or incapacitated due to illness requiring a doctor's care before going on annual leave and such injury or illness continues into any portion of annual leave, the member shall choose annual leave at a later date and use sick leave credits while such illness or injury continues.

23:07 When a member has selected their annual leave prior to October 1st of any given year and is subsequently transferred to another division, section or unit after October 1st, the member shall have the option of maintaining all or part of the selected leave with the mutual consent of the member's supervisor. If mutual consent cannot be attained, then the matter shall be subject to review and final decision by the Chief of Police or a Deputy Chief of Police.

ARTICLE 24 STATUTORY AND PAID HOLIDAYS

24:01 All members shall be granted the following statutory and paid holidays in each year:

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

and any other day appointed by proclamation to be observed as a public holiday or as a day of general prayer or mourning or a day of public rejoicing or thanksgiving throughout Canada.

In addition, each member shall have entitlement to an additional paid holiday.

24:02 Members shall be entitled to the provisions of Item 24:01 for such statutory and paid holidays as their service shall warrant during each calendar year.

24:03 A member required to work upon a statutory or paid holiday mentioned in Item 24:01 shall be paid at the rate of time and one half the member's rate of pay, notwithstanding the day off received for working on such day. Any overtime worked on a statutory or paid holiday will be paid at two (2) times the member's rate of pay as provided in Article 10, Item 10:04.

24:04 Subsequent to the selection of annual vacation, members regularly scheduled to work rotating shifts will select two (2) weeks additional leave in lieu of statutory and paid holidays by inverse seniority. Such additional statutory and paid holidays to which a member may have entitlement shall, subject to the requirements of the service, be assigned at a mutually convenient time to the member and the member's supervisor.

Members working compressed work week shift schedules shall choose ninety-six (96) hours of statutory or paid holiday leave in the inverse order of seniority after the completion of the selection of annual vacation. Hours of annual leave remaining shall be added to the hours of statutory and paid

(24:04 con't.)

holiday leave prior to the selection of statutory and paid holiday leave. Statutory and paid holiday leave shall then be chosen from the shifts scheduled to work by the member's unit during that period. The members shall choose complete blocks of shifts assigned to work between days off. Hours remaining where complete blocks cannot be chosen will be "set aside." After completing the selection of statutory and paid holiday leave, members of units will choose remaining hours **by** seniority from shifts designated for leave selection by the Divisional Commander. When using "set aside" hours, accumulated time hours may be used to complete shifts of leave.

24:05 Commencing with the leave selection process for 1997, two (2) officers from each patrol section will be permitted to select annual and statutory leave at the same time on all shifts.

24:06 Members **not** covered by item 24:04 (other than Senior Officers) shall select two (2) weeks statutory leave in the inverse order of seniority following the selection of annual leave, if such members work rotating shift schedules that include Saturdays and/or Sundays.

24:07 It is understood that a number of training institutions choose to celebrate statutory holidays on a day other than the day designated by law.

- (a) It is further understood that when the situation described occurs, Article 24:03, as it relates to being reimbursed time and one half for working on statutory holiday, shall not apply.
- (b) It is further understood that the member will be assigned another day off during the week in which the statutory holiday falls.
- (c) It is finally understood that when the situation described occurs, there will be no deduction of hours from the **member**.

ARTICLE 25 PREGNANCY LEAVE, ADOPTIVE LEAVE, AND PARENTAL LEAVE

- 25:01 Upon two (2) weeks notice in writing, the Board will grant a leave of absence, without pay, to a pregnant member who has attained one (1) year's seniority, for a period not exceeding thirty-five (35) weeks including any parental leave, which period shall include the time, both prior to and following confinement; however, nothing in this agreement shall prevent the Board from requiring a pregnant member, prior to her confinement, to go on leave of absence at such time as the Board desires, on the grounds that the member's physical condition constitutes a hazard to herself or her fellow employees, or is interfering with her ability to perform her work.
- 25:02 Leave of absence due to pregnancy, for a member with less than one (1) year's service, may be granted at the sole discretion of the Board.
- 25:03 Before granting pregnancy leave, the Board may require a member to produce a physician's certificate verifying her pregnancy.
- 25:04 Pregnancy leave of absence under this Article, shall be without pay and without other benefits whether provided for under this agreement or otherwise, except:
- (a) the member's seniority and vacation credits shall continue to accumulate;
 - (b) the Board shall continue to provide the benefit of Article 5 (Sick Leave Credits) and to make the contributions toward the payment of premiums as provided in Article 21 (Group Life Insurance), Article 22 (Medical and Hospitalization).
- 25:05 The portion of benefits for which a member is responsible for payment in Article 21 (Group Life Insurance), Article 22 (Medical and Hospitalization) shall be deducted from the last pay received prior to commencing pregnancy leave.

25:06 For an employee commencing pregnancy leave as specified in Article 25:01, in receipt of Employment Benefit Insurance maternity benefits pursuant to the Employment Insurance Act 1996, the Board shall, for a maximum of fifteen **(15)** weeks, pay the difference between Employment Insurance benefits and seventy-five percent (75%) of the member's salary, based on the daily rate prior to commencing pregnancy leave.

Supplemental insurance benefits will be paid in accordance with requirements of Human Resources Development Canada. Following the expiration of pregnancy leave, the member must return to duty for at least six **(6)** months, otherwise such member will be indebted to the Board for the Board's cost of the difference between Employment Insurance maternity benefits and seventy-five per cent (75%) ~~of~~ the member's salary.

25:07 Parental Leave - If employed longer than thirteen **(13)** weeks, either parent of a newborn child or an adopted child may elect to take eighteen **(18)** weeks of unpaid parental leave following pregnancy leave. (Pregnancy leave and parental leave not to exceed thirty-five **(35)** weeks.)

For a natural birth mother, the parental leave must begin when the pregnancy leave ends unless the new child has not come into her care. Fathers and adoptive parents must commence the eighteen **(18)** weeks of unpaid parental leave within thirty-five **(35)** weeks of the birth of the child ~~or~~ after the child comes into the parents' care. **A** parent must notify the Chief in writing at least **two (2)** weeks in advance of the commencement ~~of~~ the parental leave. Parental leave ends eighteen **(18)** weeks after it began or on an earlier day if the parent gives the Board at least four **(4)** weeks written notice of that day,

Where the parent elects to continue participation in the medical and hospitalization, life, and dental plans, the Board and the parent shall continue to contribute their respective share of premium contributions.

Seniority continues to accrue during pregnancy and parental leaves and, upon returning to duty, the parent must be reinstated to the parent's original position if it still exists or, **a** comparable position in the organization if the position is no longer available.

ARTICLE 26 COLLEGE AND TRAINING COURSES

26:01 A member above the rank of Fourth Class Constable required by the Board to attend the Ontario Police College or any other course of instruction, shall receive an allowance of twenty-five dollars (\$25.00)per week or five dollars (\$5.00)per day.

26:02 A member, other than a member attending Recruit Course Level II Probationary Constable Training at the Ontario Police College, shall receive a travel allowance of twenty-two dollars and fifty cents (\$22.50) for each full week of attendance. Members required by the Chief of Police to attend a course of instruction elsewhere for a period of six (6) weeks or longer shall be compensated for a return trip by transportation approved by the Chief of Police, from the course location to the member's place of residence.

26:03 Upon receipt of advance approval by the Chief of Police, any member who completes a course of study successfully from a recognized educational institution and such course is related or beneficial to the police service, shall be reimbursed a portion of the cost of tuition and books required for such **course.**

The administration shall, after the posted closing date for applications has elapsed, determine an equitable reimbursement for all qualified candidates.

26:04 Any member in attendance at the Ontario Police College and required to attend court in London, shall be paid a transportation allowance of twenty-two dollars and fifty cents (\$22.50)for each such attendance.

26:05 A member may elect to travel to a course location by utilizing the member's private motor vehicle and shall receive the following kilometre rate, both ways, except this benefit shall not apply to members attending the Ontario Police College and the Canadian Police College:

.28 cents per km for the first 400 kilometres;

.20 cents per km for the next 400 kilometres;

.13 cents per km for all additional kilometres over 800 kilometres.

(26:05 con't.)

A member attending the Canadian Police College in Ottawa and utilizing the member's private motor vehicle for transportation to and from Ottawa, will not receive foregoing kilometre rate but will be reimbursed at the prevailing rate established by the Federal Government but not to be less than .18 cents per kilometre.

26:06 Any member required to attend a training course or seminar outside of the City of London, shall be considered on duty, without pay, while travelling to and from such location for the purposes of the Workers' Compensation Act.

26:07 A member directed to report to a course location on the member's off duty time prior to the date of commencement of such course, shall receive four (4) hours pay at straight time rates. This benefit will not apply to Recruit Course Level II Probationary Constable training at the Ontario Police College. Travel time to and from the course location will be considered on duty time for the purposes of Workers' Compensation Act benefits.

ARTICLE 27 ASSOCIATION ACTIVITIES

27:01 If scheduled to work, six (6) members delegated by the Association shall be granted leave with pay to attend the Police Association of Ontario Convention. Such leave shall be Sunday to Saturday inclusive. A maximum of five (5) scheduled work days shall be granted as time off with pay.

27:02 When the Police Association of Ontario Annual Meeting is held in the City of London, in addition to the delegates referred to in Item 27:01, three (3) members, as delegated by the Association, shall be granted leave with pay for the purpose of performing functions as designated by the Executive Board of Directors of the London Police Association for the duration of the said annual meeting.

27:03 If a member of the London Police Association is elected to the Board of Directors of the Police Association of Ontario, the member shall be granted leave, with pay, to attend all meetings required by virtue of the office the member holds,

- 27:04** Whenever the conditions of service permit, four (4) members of the Executive Board of Directors of the London Police Association shall be permitted sufficient time off duty, with pay, to attend Executive Board, Annual, Special or General Meetings of the London Police Association.
- 27:05** Notwithstanding the provisions of Item **27:03**, three (3) members delegated by the Association shall be granted leave with pay to attend quarterly meetings of the Police Association of Ontario.
- 27:06** The Association may request, in writing, a leave of absence for a member to enable such member to run the affairs of the Association. The terms and conditions of granting such request and of such leave of absence shall be negotiated by the Board and the Association and shall be the subject of a supplementary agreement.
- 27:07** Subject to the Police Services Act, R.S.O. 1990, as amended, the Association Bargaining Committee shall be composed of no more than five (5) members of the Association, one (1) of which will be the Administrator of the Association, for the purpose of bargaining with the Board for renewal of the Working Agreement. The Board further agrees to pay Committee members, other than the Administrator, for scheduled on duty hours to a maximum of sixteen (16) hours for said total committee for each separate bargaining session.
- 27:08** A member of the Board of Directors shall be granted reasonable time off, with pay, to attend joint management and discipline courses held at the C.P.C. or the O.P.C. provided such courses have been approved by the Police Association of Ontario and the Ontario Association of Chiefs of Police. All expenses incurred will be the responsibility of the Association.
- 27:09** The President of the Police Association shall be granted reasonable time off, with pay, to attend the Canadian Police Association's Annual General and Annual Executive Board Meetings.

ARTICLE 28 ASSOCIATION DUES

- 28:01** The Association and the Board agree that membership in the Association is on a voluntary basis.
- 28:02** The Board agrees that all members of the Police Force are required as a condition of employment to pay to the Association a sum equal to the monthly Association dues.
- 28:03** The Board will deduct from the pay due a member whatever sum may be authorized by the member in the manner hereinafter provided and at such authorized times, and will remit the amount deducted to the Administrator of the Association not later than the fifteenth (15th) of the month following the month in which the deduction was made. Any authorization shall be in duplicate in the form presently used and, shall be signed by the member and duly witnessed. One (1) copy of such authorization shall be filed with the Board and one (1) copy shall be filed with the Association. The Board will, when remitting the sum so deducted, name the member from whose pay the deduction is made and will show the amount deducted.

ARTICLE 29 CONDITIONAL LEGAL FEE PAYMENT

- 29:01** Where a member **of** the Force is charged with **an** offence under The Criminal Code of Canada, resulting from an incident which occurred in the performance of the member's duties and is not convicted of the charge or a reduced charge arising out of the same facts or circumstances, the Board will pay the legal fees of counsel for such member's defence on such charge provided counsel is one whose law practice is principally established and carried on in the City of London.
- 29:02** It is further provided that the Board **may** require the member to have the legal fees charged for such member's counsel assessed and the Board may nominate counsel for the purpose of effecting such assessment.

29:03 Where a member of the Force is charged with an offence under the Highway Traffic Act resulting from an incident which occurred in the performance of the member's duties and is not convicted of the charge or a related charge arising out of the same facts or circumstances, the Board shall pay legal fees of counsel for such member's defence up to three hundred dollars (\$300.00) provided counsel is one whose law practice is principally established and carried on in the City of London. Such payment shall be made directly to such counsel, Effective January 1, 1993, the Board shall pay legal fees of counsel for such member's defence up to four hundred dollars (\$400.00) plus G.S.T.

ARTICLE 30 PERSONNEL FILE

- 30:01** All matters relating to a member respecting disciplinary matters or commendations, will be brought to the member's attention. **As** soon as possible, an official entry will be made in the member's personnel file and initialled by the member if the entry refers to a disciplinary matter.
- 30:02** Records and references pertaining to an investigation of a disciplinary matter that led to a conviction under the Police Services Act, shall be removed from the member's personnel file and destroyed five (5) years after the entry to the file has been made unless other formal disciplinary proceedings are commenced within a five (5) year period.
- 30:03** When an officer is counselled, admonished or disciplined, in accordance with the Informal Discipline procedure, then all records will be expunged from the incident file within one (1) year following disposition; and from the personnel file within two (2) years following the date of disposition unless, there is a subsequent disciplinary matter in which the member was admonished or disciplined, then the time limits for expungement would be calculated following the date of the last incident.
- 30:04** All departmental motor vehicle collision reports included in personnel records that do not involve disciplinary action, shall be purged after one (1) year.

(30:04 con't.)

Motor vehicle collision reports that result in disciplinary action shall be removed from the member's incident file one (1) year following completion of the investigation and from the member's personnel file two (2) years following completion of the investigation unless there is a subsequent departmental motor vehicle collision in which case the time limits for expungement would be calculated following the date of the last incident.

ARTICLE 31 REGIONAL GOVERNMENT

31:01 If, during the term of this agreement, a change occurs in legislation which would in any way alter the jurisdiction or authority of the Board or substitute or constitute a new Board or entity to govern the Police Force or which would result in the Police Force becoming part of any other Police Force, the Board shall endeavour to procure that the benefits to be provided to each member in respect of past services and in respect of future service are not less than the benefits provided under this agreement.

If by reason of such change, the service of any member is terminated, the Board shall endeavour to procure that the member will receive, without loss, all pensions, accumulative sick leave, vacation and other benefits accrued to the member, provided always that this provision is subject to the terms of any legislation.

ARTICLE 32 POLICE FUNERALS

32:01 (a) The Board agrees that four (4) on duty Police Officers including one (1) Senior Officer will be detailed to attend all designated Police Funerals of Police Officers killed while on duty in the Province of Ontario.

(b) The Board agrees that one on duty Police officer shall attend any designated police funeral in Canada out of the province of Ontario.

32:02 A marked police vehicle will be used for travel to funeral service locations within approximately four hundred and eighty (480) kilometres.

- 32:03** All expenses incurred by Officers attending designated police funerals as per Item 32:01 will be shared equally by the Board and the Association.
- 32:04** Upon agreement between the Chief of Police and the Police Association, the provisions of Item 32:01 and 32:02 may be waived in part or its entirety where large numbers of off duty members of the Force are attending a police funeral or where distance and accessibility of the funeral location are not conducive to attendance or make the application of Item 32:01 or 32:02 impractical,

ARTICLE 33 PROMOTION EXAMS AND ACHIEVEMENT AWARD

- 33:01** A member may write promotional examinations on duty during scheduled day shifts at the discretion of the Divisional Commanders. Whenever possible, shift changes should be made to ensure that a member has at least ten (10) hours between the completion of their last scheduled shift and the time the member is required to write the promotion examination.
- 33:02** Commencing with the (Fall) 1985 Promotional Competition, in accordance with the Promotional Policy of the Force, any member who receives an aggregate of eighty (80) merit points or more and is placed on a list qualified for promotion, shall receive an achievement payment of fifty dollars (\$50.00). To be eligible for any subsequent achievement allowance, the member must re-write and qualify accordingly. The payment is to be made as soon as practical following the posting of the list(s) of members qualified for promotion.

ARTICLE 34 DAYLIGHT SAVING/STANDARD TIME CHANGES

- 34:01** A member's accumulated time will be credited or debited to reflect the one (1) hour of straight time during the time changeover from standard time to daylight saving time and vice versa.

ARTICLE 35 RETIREMENT NOTICE & LEAVE OBSERVANCE

Prior to submitting a retirement notice, a member is encouraged to seek retirement advice. Members will afford the Board common courtesy by providing as much notice as possible with respect to retirement. Vacation, statutory and paid holiday leave entitlement must be taken prior to retirement. A member may elect to take accumulated overtime and court time as time off prior to retirement or elect to be paid at the member's current salary for such time accumulated.

ARTICLE 36 ACCUMULATED TIME

Accumulated time off may be granted to members by immediate supervisors. If part shifts are granted, supervisors shall make the decision as to whether or not the supervisor grants time off at the time the member wishes to leave during any particular shift.

ARTICLE 37 TWO OFFICER PATROLS

- A) Between the hours of 1800 and 0800 of the following day, a minimum of three (3) patrol vehicles will be staffed by two (2) fully trained police officers working a complete shift.
- B) Additional two officer cars may be assigned at the discretion of Section Commanders.

ARTICLE 38 LONG TERM ABSENCE

Effective July 1, 1987, a member absent from duty for a continuous period exceeding twelve (12) months shall accumulate annual vacation, statutory leave, paid holiday leave, and sick leave benefits during the first twelve (12) months of absence only, after which, such benefit accumulation will cease. Upon return to regular duty, such member shall be entitled to accumulate such benefits prorated, on a monthly basis.


ARTICLE 39 AWARDS AND INFORMAL DISCIPLINE PROCEDURE

In an effort to reward officers for excellence and/or to resolve minor disciplinary matters, the Chief of Police or designate may elect to follow the Awards and Informal Discipline Procedure outlined in Schedule "H" Part (i) and, in the case of Cadets, Part (ii), of this Working Agreement.

ARTICLE 40 TIME OFF IN LIEU OF BENEFITS + PAID & UNPAID LEAVES OF ABSENCE

Members may voluntarily enjoy certain options that were negotiated during the life of the Social Contract see Schedule "J" for details.

ARTICLE 41 TERM OF AGREEMENT

41:01  The terms and conditions of this agreement shall remain in full force and effect from the first (1st) day of January, ~~1996 to the thirty-first (31st) day of December, 1998~~, and thereafter from year to year until terminated or replaced by a new agreement, decision or award. Any notice of the intention to terminate, amend, alter or review this agreement shall be given at any time after ninety (90) days before the thirty-first (31st) day of December, 1998.

41:02 This agreement shall endure and be binding upon not only the parties hereto, but also upon their respective successors and assigns and all Police personnel and Cadets of the Police Force.

Dated,

_____, 1997

Signed for the London Police Association

Witness
Julian Fantino
Chief of Police

Thomas Drouillard
President

Robert Hardy
Vice President

Signed for the Police Services Board

Witness
Julian Fantino
Chief of Police

Grant Hopcroft
Chair

Jeff Schlemmer
Vice-Chair

SCHEDULE "A"1996 - 1998 WORKING AGREEMENTSALARIES - POLICE & CADETS

<u>Class</u>	<u>Position</u>	<u>Increment</u>	<u>Jan. 9/96</u> <u>Annual</u>	<u>April 1/96</u> <u>Annual</u>
POL01	Cadet	Start	\$22,316	\$22,428
		6 Months	\$23,586	\$23,704
		1 Year	\$24,846	\$24,970
		2 Years	\$26,119	\$26,250
POLO2	Constable	4th Class 'A'	\$35,875	\$36,054
POL03		4th Class 'B'	\$41,259	\$41,465
POL04		3rd Class	\$44,135	\$44,356
POL05		2nd Class	\$48,438	\$48,680
POL06		1st Class	\$53,823	\$54,092
POL07		Senior Constable		\$54,899
FOLIO	Sergeant	1st Year	\$55,975	\$56,255
		2nd Year	\$58,129	\$58,420
		3rd Year	\$60,282	\$60,583
POL12	Staff Sergeant	1st Year	\$64,286	\$64,607
		2nd Year	\$67,516	\$67,854
POL13	Inspector	1st Year	\$74,276	\$74,647
		2nd Year	\$77,505	\$77,893
POL14	Superintendent	1st Year	\$84,502	\$84,925
		2nd Year	\$87,731	\$88,170

Schedule "A" (cont.)1996 - 1998 WORKING AGREEMENTSALARIES - POLICE & CADETS

<u>Class</u>	<u>Position</u>	<u>Increment</u>	<u>Jan. 7/97</u> <u>Annual</u>	<u>July 7/97</u> <u>Annual</u>
POL01	Cadet	Start	\$22,652	\$22,765
		6 Months	\$23,941	\$24,061
		1 Year	\$25,220	\$25,346
		2 Years	\$26,512	\$26,645
POL02	Constable	4th Class "A"	\$36,415	\$36,597
POL03		4th Class "B"	\$41,880	\$42,089
POL04		3rd Class	\$44,799	\$45,023
POL05		2nd Class	\$49,167	\$49,413
POL06		1st Class	\$54,633	\$54,906
POL07	Senior Constable		\$55,725	\$56,004
POL10	Sergeant	1st Year	\$56,817	\$57,102
		2nd Year	\$59,004	\$59,299
		3rd Year	\$61,189	\$61,495
POL12	Staff Sergeant	1st Year	\$65,254	\$65,580
		2nd Year	\$68,532	\$68,875
POL13	Inspector	1st Year	\$75,394	\$75,771
		2nd year	\$78,671	\$79,065
POL14	Superintendent	1st Year	\$85,774	\$86,203
		2nd Year	\$89,051	\$89,497

Schedule "A" (con't.)1996 - 1998 WORKING AGREEMENTSALARIES - POLICE & CADETS

<u>Class</u>	<u>Position</u>	<u>Increment</u>	<u>Jan. 7/98</u> <u>Annual</u>	<u>April 7/98</u> <u>Annual</u>
POL01	Cadet	Start	\$22,993	\$23,223
		6 Months	\$24,301	\$24,544
		1 Year	\$25,599	\$25,855
		2 Years	\$26,911	\$27,180
POL02	Constable	4th Class "A"	\$36,963	\$37,333
POL03		4th Class "B"	\$42,510	\$42,935
POL04		3rd Class	\$45,473	\$45,928
POL05		2nd Class	\$49,907	\$50,406
POL06		1st Class	\$55,455	\$56,010
POL07	Senior Constable		\$56,564	\$57,130
POL10	Sergeant	1st Year	\$57,673	\$58,249
		2nd Year	\$59,892	\$60,491
		3rd Year	\$62,110	\$62,731
POL12	Staff Sergeant	1st Year	\$66,236	\$66,898
		2nd Year	\$69,564	\$70,259
POL13	inspector	1st Year	\$76,529	\$77,294
		2nd Year	\$79,855	\$80,654
POL14	Superintendent	1st Year	\$87,065	\$87,935
		2nd Year	\$90,392	\$91,295

SCHEDULE "B"

GRIEVANCE PROCEDURE

1. Anything falling within the provisions of the Regulations and/or the Code of Offenses, enacted or established under The Police Services Act, shall not be made the subject of a grievance. Nothing herein shall limit the provisions of Section 124 of The Police Services Act.

2. A grievance herein shall mean a difference between the Board and the Association, or the Board and the Member, arising from the interpretation, application or administration or alleged violation of the Agreement.

A written grievance shall contain the nature of the difference between the parties and set forth the clause or clauses violated in the Collective Agreement and dates upon which such occurred. The parties agree that the prompt and effective settlement of such difference is desirable and both parties agree to expedite such settlement through the grievance procedure.

3. A grievance must be submitted by the Association on behalf of any member.

4. If a member has a grievance, the member shall submit the same to the Association which will, if it concurs, set the same out in writing, in duplicate and submit the same to the Chief of Police. A grievance from a member shall be signed by the member, as well as by the Association.

5. A grievance between the Board and the Association shall be submitted by the Association's Grievance Committee in writing, in duplicate, to the Chief of Police.

6. Any grievance shall be submitted to the Chief of Police within thirty (30) days after the subject matter of the grievance first occurred.

7. (a) At any stage, the Association and the Board may be represented by Counsel, after five (5) days notice by either party.
 - (b) At any stage of the proceedings, the Association and/or the Board may call witnesses.
8. In the case of a grievance submitted on behalf of the member, the Chief of Police will hear the member and one member of the Association's Grievance Committee. In the case of a grievance between the Board and the Association, the Chief of Police will hear the Association's Grievance Committee. The Chief of Police shall give to the Association a notice in writing at least seven (7) days prior to the time set for the hearing of the grievance of the time and place that the grievance will be considered and, if the member or member of the Grievance Committee shall fail to attend at such time and place, the Chief of Police may determine the matter without such attendance, The Chief of Police shall endorse upon both copies of the written grievance, the Chief's decision and return ~~one~~ (1) copy to the Association and file one (1) copy with the Board within ten (10) days of the hearing of the grievance.
9. If the Association is not satisfied with the decision of the Chief of Police, the written grievance shall be returned to the Chief within ten (10) days of its receipt from the Chief, with a request it be submitted to the Police Services Board of the City of London. The Police Services Board shall then fix a time within six (6) weeks after the return of the grievance to the Chief of Police, at which time it will hear the member and a member of the Association's Grievance Committee. In the case of an Association grievance between the Board and the Association, the Board will meet with the Association's Grievance Committee. The Board will endorse its decision upon both copies of the written grievance within two (2) weeks after such hearing and return one (1) copy to the Association.
10. The Association may, within thirty (30) days after the receipt of the written grievance endorsed with the decision of the Board, forward to it a request in writing that the matter in dispute be submitted to arbitration and thereupon the following procedure shall apply. If the grievance is between the Association and the Board, the provisions of Section 124 of The Police Services Act will apply. If the grievance is between a member and the Board, the procedure shall be as follows:

- 10.(a) The Board and the Association, within ten (10) days of such notice, shall endeavour to agree upon the appointment of a single arbitrator. Upon failure to so agree to such appointment within the time limit, either party may request the appointment of a single arbitrator in the manner provided in Section 124 of The Police Services Act. If neither shall so request, the grievance shall be deemed to be abandoned.
- (b) The arbitrator shall commence to hear and determine the grievance within thirty (30) days after the arbitrator's appointment. The arbitrator shall issue a decision within a reasonable time thereafter, which decision shall be final.
11. Subject always to Section 124 of The Police Services Act, the following considerations shall apply to grievance and arbitration procedures hereunder:
- (a) The decision in each step above shall be final and binding upon the Board, the Association and the member or members affected by it, unless the subsequent steps hereinbefore provided are taken within the said limited time.
- (b) The member and the Association shall be confined to the grievance as set forth in the written grievance filed.
- (c) No grievance may be submitted to arbitration hereunder which has not been properly processed through all the previous steps of the grievance procedure, but any time limits herein contained may be extended by mutual consent in writing, of the Board and the Association.
- (d) An arbitrator hereunder shall have no power to add to, subtract from, alter, modify or amend any part of the annexed agreement, the written grievance or the grievance procedure or otherwise make any decision inconsistent therewith.
12. In the absence of the Chief of Police or upon the Chief's written request, a Deputy Chief of Police shall exercise the powers, rights and duties of the Chief of Police under the foregoing provisions.
13. Each party to the arbitration under Section 10 of this grievance procedure shall share equally the cost of the arbitration proceedings.
14. In the provisions of the Grievance Procedure, the term member, shall mean a member as defined in the Agreement.

SCHEDULE "C"SICK LEAVE BENEFITS

In this Schedule the provisions of Part "A" shall apply only to those members of the Force appointed on or before December 31, 1981, whereas the provisions of Part "B" shall apply to members appointed on or after January 1st, 1982.

PART "A"

1. Each member shall be eligible to a credit of one and one-half (1-1/2) days sick leave (12 hours) for each month of service with the Force, such credit to be cumulative.
2. Each member shall be eligible to receive sick leave, on full salary, for any time lost by illness to the full extent of **sick** leave credits available to the member at the **time** of such absence.
3. Except as otherwise herein provided, the number of days a member is absent on account of illness shall be deducted from the member's cumulative sick leave credits.
4. Proof of illness shall, at the discretion of the Commanding Officer, be established by **submission** of a "Certificate for Sick Leave with Pay".
5. **A** member who is absent because of illness for thirty (30) calendar days or more shall, on request, provide the Personnel Office with a certificate from a qualified physician certifying as to the member's inability to return to work and on a similar request shall do so at the conclusion of each thirty (30) calendar day period.
6. Where **a** member is absent from duty and is receiving benefits awarded by the Workers' Compensation Board, the member shall receive the difference between the member's regular pay and the Board's award for the period of the award or until such time **as** the member ceases to draw salary from the Force.

Effective January 1, 1988, a member absent on a recurrence of a Workers' Compensation injury that occurred after January 1, 1988, shall receive one hundred percent (100%) of the member's current net take-home pay experienced prior to the absence recognizing that ninety percent (90%) of the net pay as determined by WCB is not taxable at source. This provision will apply to recurrences of absences resulting from claims after January 1, 1988, only and an amount equal to subsequent pension awards arising out of these claims will be deducted at source when an absence results for the same disability for which the pension has been awarded.

7. Where a member transfers from a municipal department within the Corporation of the City of London to the Force, such member's sick leave credits shall be transferable and sick leave pay to which the member is entitled shall be payable by the Force.
8. A member who is, at the time of the member's retirement, actively engaged with the Force or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both of the following basis:
 - (a) On the date of retirement, the member may be granted a sick leave gratuity in cash equal to the member's salary, for one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half (1/2) year's earnings at the rate received by the member immediately prior to termination of employment; or
 - (b) With the consent of the Chief of Police, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such member may be granted retirement leave with full pay for a period equal to one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of a period of six (6) months.
9. Any member who, on termination of the member's employment with the Force and, has at least five (5) years of service, or the Estate of a member who dies while in the employ of the Force, having at least five (5) years service, shall be entitled to receive pay for the period equal to one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half (1/2) the year's earnings at the rate received by the member immediately prior to termination of employment.

10. When a member, formerly employed by another municipality or local board which had established a sick leave plan under the provisions of The Police Act or any other general or special act, leaves the employ of that municipality or local board and immediately commence employment with the London Police Force without interruption of service with another employer, the Chief of Police, upon the request of the member, shall take such action as may be necessary to place such sick leave credits to the new member's credit in the records of the Force.

11. A member may, at the discretion of the Chief of Police, take a leave of absence not to exceed five (5) days on any one occasion due to illness of such member's spouse, child, adopted child, step-child, mother, father, brother and sister. Such leave is to be charged against the member's sick leave credits.

12. A member making application for disability benefits shall file proper medical documentation to support such application. Such documentation shall be filed **directly with the carrier.**

PART "B"

1. (a) Each member shall have entitlement to six (6) working days sick leave per calendar year at full pay and an additional one hundred and twenty-four (124) working days per calendar year at seventy-five per cent (75%) of the member's current salary.
 - (b) Commencing with unused sick leave days for 1989, a member's entitlement shall be carried over to the following year(s) increasing the working days allowed off for sick leave at full pay. Such unused days shall accumulate to a maximum of one hundred and thirty (130) days which could be used at full pay before reducing to the protection provided in paragraph 2. It is understood that there will not be a pay-out of the one hundred and thirty (130) days or any part thereof.
 - (c) A member may utilize annual leave, statutory leave, accumulated court time or overtime benefits to provide one hundred per cent (100%) of salary in the one hundred and twenty-four (124) working days of sickness. The member's entitlement to time off will be reduced accordingly.
2. Where a member is absent due to sickness more than one hundred and thirty (130) working days in a given year, the member shall then be placed on long term disability protection which shall provide sixty-six and two-thirds per cent (66-2/3%) of the salary received by the member at the commencement of the sick leave. Where the long term disability protection extends into a consecutive calendar year, the member shall continue that benefit until returned to duty, at which time the provisions of Item #1 shall apply.
 3. One hundred per cent (100%) of the cost of the long term income protection plan shall be payable by the Board.
 4. A member on sick leave credits or long term income protection plan shall, on request, submit to the Force a certificate from the member's physician certifying that the member is unable to work and the nature of the illness.

5. Where a member is absent from duty and is receiving benefits awarded by the Workers' Compensation Board, the member **shall** receive the difference between the member's regular pay and the Board's award for the period of the award or until such time as the member ceases to draw salary from the Force.

Effective January 1, 1988, a member absent on a reoccurrence of a Workers' Compensation injury that occurred after January 1, 1988, shall receive one hundred percent (100%) of the member's current net take-home pay experienced prior to the absence recognizing that ninety percent (90%) of the net pay, as determined by WCB, ~~is~~ not taxable at source. This provision will apply to reoccurrences of absences resulting from claims after January 1, 1988, only and, an amount equal to subsequent pension awards arising out of these claims will be deducted at source when an absence results for the same disability for which the pension has been awarded.

6. A member may, at the discretion of the Chief of Police, take a leave of absence not to exceed five (5) days on any one occasion due to the illness of such member's spouse, child, adopted child, step-child, mother, father, brother and sister, Such leave is to be charged against the member's sick leave credits.
7. A member making application for disability benefits shall file proper medical documentation to support such application. Such documentation shall be filed directly with the carrier.

SCHEDULE "D"

1. The members of the Uniformed Division patrol force will work a five (5) week rotation as follows:

1.	OFF	OFF	OFF	OFF	A	A	A
2.	A	OFF	OFF	D	D	D	OFF
3.	OFF	A	A	A	OFF	OFF	D
4.	D	D	D	OFF	OFF	N	N
5.	N	N	N	N	N	OFF	OFF

2. Each member of the Uniformed Division will only be required to work six (6) start times in a one (1) year period, being two (2) on days, two (2) on afternoons and two (2) on nights.
3. Once every twenty (20) weeks, a ten (10) hour training day will be scheduled. One (1) unit will be scheduled for training during the Wednesday of the first week of the rotation and will then be scheduled a day off on the following Sunday, in lieu of working that afternoon shift.
4. The first Sunday in each calendar year, patrol section units will change from Schedule A to B, B to C, C to D, and D to A.

SCHEDULE "E"

1. It is agreed that the Headquarters Detention Unit Sergeants shall work the hours as outlined in Appendix "A" (attached) and the Communications Section Sergeants shall work the hours as outlined in Appendix "B" (attached),
2. It is further agreed that the Sergeants assigned to the Headquarters Detention Unit and the Communications Section will commence hours of work as per Appendix "A" and Appendix "B" on Sunday, February 6, 1994.
3. It is further agreed that day and afternoon shifts shall be ten (10) hours in length and night shifts shall be eight (8) hours in length.
4. It is further agreed that the six (6) Sergeants assigned to the Headquarters Detention Unit shall select annual and statutory leave on a single list.
5. It is further agreed that the six (6) Sergeants assigned to the Communications Section shall select annual and statutory leave on a single list.
6. It is further agreed that the Headquarters Detention Unit Sergeants and the Communications Section Sergeants shall select annual and statutory leave in calendar weeks.
7. It is further agreed that the mandatory hours of work not scheduled in Appendix "A" or Appendix "B" **will** be accounted for by assignment of the Sergeants subject to this agreement, to attend in-service training during scheduled days off on Wednesday of week one or week four. The assignment dates are to be mutually agreed upon.
8. It is finally agreed that alterations to Appendix "A" or Appendix "B" shall be made on agreement of the parties,

APPENDIX "A"HEADQUARTERS DETENTION UNIT - SERGEANTS

	SUN	MON	TUE	WED	THUR	FRI	SAT
1	OFF	OFF	OFF	OFF	1645 - 0300	1645 - 0300	1645 - 0645 -
2	1645 - 0300	OFF	OFF	0645 - 1700	0645 - 1700	0645 - 1700	OFF
3	OFF	1645 - 0300	1645 - 0300	1645 - 0300	OFF	OFF	0645 - 1700
4	0645 - 1700	0645 - 1700	0645 - 1700	OFF	OFF	2245 - 0700	2245 - 0700
5	2245 - 0700	2245 - 0700	2245 - 0700	2245 - 0700	2245 - 0700	OFF	OFF

SHIFTS

Days 0645 - 1700 hours (10 hours)

Afternoons 1645 - 0300 hours (10 hours)

Nights 2245 - 0700 hours (8 hours)

APPENDIX "B"COMMUN SECTION IGEAN

	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
1	OFF	OFF	OFF	OFF	1245 - 2300	1245 - 2300	1245 - 2300
2	1245 - 2300	OFF	OFF	0645 - 1700	0645 - 1700	0645 - 1700	OFF
3	OFF	1245 - 2300	1245 - 2300	1245 - 2300	OFF	OFF	0645 - 1700
4	0645 - 1700	0645 - 1700	0645 - 1700	OFF	OFF	2245 - 0700	2245 - 0700
5	2245 - 0700	2245 - 0700	2245 - 0700	2245 - 0700	2245 - 0700	OFF	OFF

SHIFTS**Days** 0645 - 1700 hours (10 hours)**Afternoons** 1245 - 2300 hours (10 hours)**Nights** 2245 - 0700 hours (8 hours)

SCHEDULE "F"
COMPRESSED WORK SCHEDULE - GENERAL INVESTIGATIONS UNIT - C.I.D.

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
2	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
3	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
4	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
5	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
6	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
7	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
8	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
9	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
10	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
11	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
12	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
13	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
14	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
15	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
16	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
17	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
18	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
19	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
20	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
21	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
22	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
23	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
24	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
25	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
26	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
27	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700
28	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OFF
29	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
30	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
31	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OFF
32	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF

Schedule "F" con't.

B&E Unit 1 begins week 1
Auto Arson Unit 1 begins week 5
B&E Unit 2 begins week 17
Auto Arson Unit 1 begins week 21

Robbery Unit:

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
UNIT 1	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OFF
UNIT 2	DAY OFF	1600-0200	1600-0200	DAY OFF	DAY OFF	1600-0200	1600-0200

SCHEDULE "G"FIVE WEEK ROTATING CANINE SHIFT SCHEDULE

							Saturday
1	0745-1800	TRAINING 0745-1800	0745-1800	DAY OFF	DAY OFF	2345-0800	2345-0800
2	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY OFF
3	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1745-0400	1745-0400	1745-0400
4	1745-0400	DAYOFF	DAYOFF	*** 0745-1800	0745-1800	0745-1800	DAY OFF
5	DAY OFF	TRAINING 0745-1800	1745-0400	1745-0400	DAY OFF	DAY OFF	0745-1800

*** IN-SERVICE TRAINING

Commencing Sunday, January 3, 1993, the above five (5) week schedule will be worked throughout the year by the five (5) Constables assigned to the Canine Unit. The five (5) week rotation will repeat itself throughout the year.

Hours Paid per Year:

On or about December 31 of each calendar year, twelve (12) hours will be deducted from the member's accumulated time or court time bank.

Term of Agreement:

A committee consisting of Management and Association representatives shall review the plan during 1993.

CANINE TRAINING

Regular Canine training will occur on Mondays 0745-1800 hours. This will involve the Sergeant as well as the officer regularly scheduled for days plus the officer normally working 1745-0400.

REFRESHER TRAINING

This training will occur once in the spring and fall for each officer. This training will consist of 3 - 10 hour days which fall in week 4 of the cycle.
(Wednesday, Thursday, Friday)

SERGEANT'S DUTIES

The Sergeant's duties will normally be scheduled as eight (**8**) hour shifts - Monday to Friday 0745-1600 hours with Sunday, Saturday as days off,

These will not necessarily be the shifts worked by this officer. His duties will be flexible to enable him to:

- a) Supervise and direct officers under his command on all shifts;
- b) Train dogs and handlers;
- c) Keep updated on **new** training methods;
- d) Maintain training area;
- e) Maintain Canine Reports and properly see to the administration of the unit;
- f) Become more involved with the public with regard to talks and demonstrations;
- g) Relieve handlers in order that they may attend in-service training sessions;
- h) Provide other coverage as deemed necessary.

ANNUAL LEAVE AND STATUTORY LEAVE

Constable members shall select annual vacation by seniority as outlined in Article 23, Item 23:04, of the current Working Agreement.

Constable members shall select statutory and paid holiday leave as outlined in Article 24, Item 24:04, of the current Working Agreement.

The Sergeant shall select annual leave separate from the Constable members.

SCHEDULE "H"

PART (i) POLICE OFFICERS

AWARDS AND INFORMAL DISCIPLINE PROCEDURE

1. AWARDS

In recognition of an officer's complimentary performance, a Division Commander may award the officer in such a manner he/she sees fit as per Policy.

Informal Discipline

In recognition of the desire to utilize the principles of counselling, guidance and training in support of the concept of progressive discipline and, in recognition of the principle that accountability can be achieved when minor allegations of misconduct are dealt with by means other than formal discipline, it is agreed that in accordance with the provisions of Section 59 of the Police Services Act, the following Informal Discipline Process will be adopted.

When an incident occurs which requires disciplinary intervention, and the circumstances are such as to not warrant intervention of a more formal nature, the Division Commander or designate shall be responsible for determining the stage of Informal Discipline that is to be invoked.

This determination **shall** be based upon:

the nature and seriousness of the incident;
the circumstances surrounding the incident;
utilization of the principles of counselling, guidance and training; and
application of the concept of progressive discipline.

2. DEFINITIONS

Admonition means a disposition in the form of a warning or reprimand in writing, administered by the Divisional Commander or designate and applied to the involved member being disciplined by the Informal Process.

Association means London Police Association.

Association Representative means an elected representative of the London Police Association designated to act on behalf of the involved member.

Complaint means a report from a member of the public or a member of the London Police made orally or in writing about the conduct of a member that may constitute an offence under the Code of Offences as defined in the Police Services Act.

Expungement of Records means to erase an incident or disposition that has been disposed of through the Informal Discipline Process after the designated time period has elapsed.

Informal Discipline means the use of the Informal Discipline process to resolve an incident of misconduct subject to the consent of the officer involved, and may include:

- counselling/guidance;
- admonishment/guidance;
- training/admonishment/guidance;
- informal discipline in accordance with Section 59-3 of the Police Services Act.

Legal Counsel means any person that a member wishes to contact for advice. Legal counsel includes, but is not limited to, a lawyer or Police Association representative.

Member means Constable or other Police Officer sworn in accordance with the Police Services Act.

Personnel Documentation Form is the form as described and agreed upon by London Police and the Association.

Record means any documentation about an incident and its disposition maintained by the member's supervisor for evaluation purposes or kept in the member's Personnel File maintained in the Professional Standards Branch.

Award means recognition of some form for an officer's special performance.

Time Limit of Expungement is a period not to exceed one (1) year (incident file) after the date of disposition **has** occurred or a period not to exceed two (2) years

(personnel file) after the date of disposition has occurred unless there is subsequent intervening discipline. In that event, the incident file shall be cleared one (1) year from the date of the disposition of the last incident and the file shall be cleared from the personnel file two (2) years from the date of the disposition of the last incident.

3. AWARD PROCEDURE

The Division Commander or designate, upon receipt of a Complimentary Personnel Documentation of an officer's performance, shall interview the officer and:

enter a copy of the report into the officer's incident file and personnel file and/or;

award an officer up to a maximum of sixteen (16) hours time off and/or;

recommend the officer be awarded the "Citation of the Chief of Police" and/or "The Police Services Board Certificate of Valour" and/or;

the Chief of Police may recommend an officer for a higher award for meritorious conduct.

4. STAGES OF INFORMAL DISCIPLINE

counselling/guidance;

admonishment/guidance;

training/admonishment/guidance;

by mutual agreement, forfeiture of leave, days off or banked time, not to exceed sixteen (16) hours per incident regardless of the number of allegations;

diversion to the Employee Assistance Program by way of formal referral may also be used by the Division Commander or designate, in appropriate circumstances, as an alternative to, or part of, the Informal Discipline Process.

Reference to any incident disposed of by way of informal discipline will be placed in the member's incident and personnel files and retained for the designated period.

5. INFORMAL DISCIPLINE PROCEDURE

- (a) Should a member be accused of committing a breach of discipline, he/she shall be informed in writing of the allegations relating to the incident and a copy of the personnel documentation stating the allegations will be forwarded to the member's Division Commander or designate.
- (b) The Division Commander or designate, upon receiving the report, will make an appointment with the member concerned. When practicable this appointment will be set during the member's regularly scheduled tour of duty.
- (c) It will be the responsibility of the Division Commander or designate to advise the President or Administrator of the Association of the allegations, proposed disposition and the date the member will be attending before the Division Commander.
- (d) The member, when attending the interview, will have the right to be represented by a member of the Association Executive.
- (e) The Division Commander or designate will review the allegations with the officer and, at that time, the member **will** be advised in writing of the proposed disposition.
- (f) The member will be allowed up to seventy-two (72) hours to decide whether he/she is in agreement with the proposed disposition and be given an opportunity to respond in writing.
- (g) Should the member decide to proceed by way of Informal Discipline, the Personnel Documentation will be completed and filed in accordance with Paragraph 4.
- (h) Should the member decide not to proceed by way of Informal Discipline, this procedure will be null and void.

6. It is finally agreed that the following "London Police Personnel Documentation Form" shall be completed each time this procedure is adopted.



AWARDS AND INFORMAL DISCIPLINE

Personnel Documentaion

POLICE

AWARD

CIVILIAN

DISCIPLINE

DATE OF INCIDENT: _____ DATE OF REPORT: _____

PERSON INVOLVED: _____ POSITION: _____ PAYROLL NO.: _____

PERSON REPORTING: _____ POSITION: _____ PAYROLL NO.: _____

Particulars:

Signature of Person Reporting _____ Date _____

Signature of the Person Involved _____

Results of Interview:

Division Commander _____ Date: _____ Time: _____

FOR A DISCIPLINE DOCUMENTATION, A PERSON HAS 72 HOURS AFTER NOTIFICATION TO DECIDE IF THEY ARE IN AGREEMENT WITH THE FACTS OF THE INCIDENT AND THE PROPOSED DISPOSITION.

Final Disposition:

Signature of Involved Person _____ Date _____

Signature of Division Commander _____ Date _____

Signature of Deputy Chief _____ Date _____

SCHEDULE "H"

PART (ii) CADETS

CADET AWARDS & INFORMAL DISCIPLINE PROCEDURE

It is agreed that the following Awards and Informal Discipline Procedure shall commence February 1, 1995.

1. **AWARDS**

In recognition of a member's complimentary performance, a Division Commander may award the member in such a manner as they see fit in accordance with this policy.

Informal Discipline

In recognition of the desire to utilize the principles of counselling, guidance and training in support of the concept of progressive discipline and, in recognition of the principle that accountability can be achieved when minor infractions are dealt with by means other than a formal process, it is agreed that the following informal discipline process will be adopted.

When an incident occurs which requires disciplinary intervention and, the circumstances are such as to not warrant intervention by way of a formal process, the Divisional Commander or their designate shall be responsible for determining the stage of Informal Discipline that is to be invoked.

This determination shall be based on:

- the nature and seriousness of the incident;
the circumstances surrounding the incident;
utilization of the principles of counselling, guidance and training; and
application of the concept of progressive discipline.

2. **DEFINITIONS**

ASSOCIATION means the London Police Association.

ASSOCIATION REPRESENTATIVE means the Administrator **or** an elected representative of the London Police Association designated to act on behalf of the involved member.

AWARD means recognition of some form for a member's special performance.

COMPLAINT means a report from a member of the public or a member of the London Police made orally or in writing about the on duty or ofd duty conduct of a member.

EXPUNGING RECORDS means to erase an incident or disposition that has been disposed of through the Informal Discipline Process after the designated retention period has elapsed.

INFORMAL DISCIPLINE means the use of the Informal Discipline process to resolve an incident of misconduct, subject to the consent of the member involved, and may include:

- counselling/guidance;
- admonishment/guidance;
- training/admonishment/guidance;
- total penalties not to exceed sixteen (16) hours **loss** of time off.

LEGAL COUNSEL means any person that a member wishes to contact for advice. Legal counsel includes, but is not limited to, a lawyer or Police Association representative.

MEMBER means all Civilian employees of the London Police and includes Cadets.

PERSONNEL DOCUMENTATION FORM means the form as described and agreed upon by the London Police and the Association.

RECORD means any documentation about the incident and its disposition maintained by the member's supervisor for evaluation purposes **or** kept in the member's Personnel File maintained in the Professional Standards Branch.

TIME LIMIT FOR EXPUNGING means a period not to exceed one (1) year (Incident File) after the date of disposition has occurred or a period not to exceed two (2) years (Personnel File) after the date of disposition has occurred unless there is subsequent intervening discipline. In that event, the Incident File shall **be** cleared one (1) year from the date of the disposition of the last incident and the file shall be cleared from the Personnel File two (2) years from the date of the disposition of the last incident.

3. AWARD PROCEDURE

The Division Commander or designate, upon receipt of a Complimentary Personnel Documentation of a member's performance, shall interview the member and:

- enter a copy of the report into the member's incident file and personnel file and/or;
- award a member up to a maximum of sixteen (16) hours time off and/or;
- recommend the member be awarded the "Citation of the Chief of Police" and/or "The Police Services Board Certificate of Valour" and/or;
- The Chief of Police may recommend a member for a higher award for meritorious conduct.

4. STAGES OF INFORMAL DISCIPLINE

- counselling/guidance;
- admonishment/guidance;
- training/guidance;
- (by mutual agreement), forfeiture of leave, days off or banked time, not to exceed sixteen (16) hours per incident;
- diversion to the Employee Assistance Program by way of formal referral may also be used by the Division Commander or designate in appropriate circumstances as an alternative to, or part of, the Informal Discipline process.

Reference to any incident disposed of by way of Informal Discipline will be placed in the member's incident file and personnel file and retained for the designated period.

5. INFORMAL DISCIPLINE PROCEDURE

- (a) Should the conduct of a member be the subject of a complaint, they shall be informed in writing of the alleged misconduct relating to the incident and a copy of the "Personnel Documentation Form" stating the allegation will be forwarded to the member's Division Commander or designate.
- (b) The Division Commander or designate, upon receiving the report, will make an appointment with the member concerned. When practicable, this appointment **will** be set when a member is working.
- (c) It will be the responsibility of the Division Commander or designate to contact and advise the President or Administrator of the Association of the allegations, proposed disposition, and the date the member will be attending before the Division Commander or designate.

- (d) The member, when attending the interview, will have the right to be represented by the Administrator or a member of the Association's Executive Board.
- (e) The Division Commander or designate will review the allegations with the member and, at that time, the member will be advised in writing of the proposed disposition.
- (f) The member will be allowed up to seventy-two (72) hours to decide if they are in agreement with the proposed disposition and given an opportunity to respond in writing.
- (g) Should the member decide to proceed by way of Informal Discipline, the "Personnel Documentation Form" will be completed and filed in accordance with Paragraph 4.



AWARDS AND INFORMAL DISCIPLINE

Personnel Documentaion

POLICE
 CIVILIAN

AWARD
 DISCIPLINE

DATE OF INCIDENT: _____ DATE OF REPORT: _____

PERSON INVOLVED: _____ POSITION: _____ PAYROLL NO.: _____

PERSON REPORTING: _____ POSITION: _____ PAYROLL NO.: _____

Particulars:

Signature of Person Reporting Date

Signature of the Person Involved

Results of Interview:

Division Commander Date: _____ Time: _____

FOR A DISCIPLINE DOCUMENTATION, A PERSON HAS 72 HOURS AFTER NOTIFICATION TO DECIDE IF THEY ARE IN AGREEMENT WITH THE FACTS OF THE INCIDENT AND THE PROPOSED DISPOSITION.

Final Disposition:

Signature of Involved Person Date

Signature of Division Commander Date

Signature of Deputy Chief Date

SCHEDULE "I"WORK SCHEDULE IDENTIFICATION UNIT

1. It is agreed that the members of the Forensic Identification Section will commence the "Compressed Work Schedule" outlined in Appendix A on January 1, 1995.
2. It is further agreed that the features of the compressed work week schedule will conform to those outlined in Appendix B.
3. It is further agreed that this schedule must be flexible in order to accommodate special assignments such as drug raids, homicides, and other major crimes.
4. It is further agreed that this schedule will be flexible in order to accommodate shift changes for scheduled Court appearances.
5. It is further agreed that a review of this schedule will be conducted by the members of the Human Resources Committee by September 30, 1995. If the review reveals that the schedule outlined in Appendix A has not permitted sufficient human resource levels to meet the service demands, and the members of the Committee are unable to agree on a schedule which would meet these demands, the members of the Forensic Identification Section will revert to an eight (8) hour shift schedule that meets the requirements set out in Article 8 of the current Working Agreement.
6. It is finally agreed that an adjustment will be made in each members' accumulated time banks at the end of each fiscal year to offset extra hours worked or any shortfall in hours worked.

APPENDIX "A"FORENSIC IDENTIFICATION SECTION

Date	Week	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
	1	off	off	rel	rel-10	1500	1500	1500
	2	1500	off	off	0700	0700	0700	off
	3	off	1500	1500	1500	off	off	off
	4	off	1100	1100	off	off	0700	0700
	5	0700	0700	0700	rel-10	rel	off	off
	6	off	rel	rel	rel-10	off	off	rel
	7	rel	rel	off	off	rel	rel	rel
	8	rel	off	off	1100	1100	1100	off
	9	off	0700	0700	0700	0700	rel	off

SHIFTS

Days: 0700 - 1600 hours
1100 - 2000 hours

Afternoons: 1500-0000 hours

Relief Shifts: If one relief shift is available 0700 - 1600
If two relief shifts are available 0700 - 1600
1500 - 0000
If three relief shifts are available 0700 - 1600
1500 - 0000
0700 - 1600

APPENDIX "B"
FEATURES OF THE FORENSIC IDENTIFICATION SCHEDULE

1. The nine (9) week cycle will occur 5.77 times in the course of a year.
2. Relief shifts occur fifteen (15) times in each nine (9) week cycle to accommodate for vacancies which occur due to in-service training, annual/statutory leave, courses, etc.
3. The Staff Sergeant of the Forensic Identification Section will assign all relief shifts.
4. Members assigned to the 1100 hour shift, who are required for Court, will have their shift adjusted to 0900 to 1800 hours.
5. The holiday selection will be made after the duty list schedule is formulated.
6. All day and afternoon shifts will be nine (9) hours except for three (3) Wednesday relief shifts in each nine (9) week cycle which will be ten (10) hours.

	<u>HOURS</u>
Present Plan 261 shifts/year	2088.0
Proposed Plan 225.9 shift/year**	2050.4
Adjustment for reliefs	<u>34.2</u>
Total	2084.6
Time owed by each member yearly	3.4

(**The number of shifts worked during the year vary depending on the officers location in the rotation. In 1995, three (3) members will work two hundred and twenty-five (225) shifts, four (4) members will work two hundred and twenty-six (226) shifts, and two (2) members will work two hundred and twenty-seven (227) shifts.)

7. The members will select holidays on a single list.

SCHEDULE "J"TIME OFF IN LIEU OF PAID BENEFITS ANDPAID & UNPAID LEAVES OF ABSENCE

It is agreed that in response to requests from members of the Association and the Administration's desire to manage expenditures in the post Social Contract period, certain initiatives developed during the Social Contract should continue until the 1994-95 Working Agreements are renegotiated.

It is further agreed that the initiatives are not limited to or restricted by the following wordings:

- (i) **A** member may request a leave of absence (without salary and certain benefits - see Appendix "A").
- (ii) A member may request a reduction in their gross salary for one (1) or more calendar years to allow a leave of absence with pay and benefits, Time will be credited towards a leave of absence based on a reduction in salary at current salary rates. A leave of absence may result in a period of broken service which is purchaseable in accordance with the **OMERS** Act and Regulations. The entire cost to purchase broken service is payable by the member.
- (iii) A member may request a change in shifts to attend court, ie. afternoons to days.
- (iv) A member may elect to receive time off in lieu of their shift premium. Such election will be made annually by December 1 for the following calendar year. Time off will be granted by mutual agreement between the member and the member's supervisor.
- (v) A member may elect to receive time off in lieu of long service payment, Such election will be made annually by December 1 for the following calendar year. Time off will be granted by mutual agreement between the member and the member's supervisor.

- (vi) A member may elect to accumulate time earned as overtime, court time, call back and stand-by or statutory holiday overtime (Civilian Articles 11, 12, 14, 31 and 33 - Police Articles 10, 11 and 24) to be taken as time off in lieu of payment. Such election must be made at the time the bonus time is earned. Such time off being granted by mutual agreement between the member and the member's supervisor.

It is further agreed that the Human Resources Committee will monitor the application of the aforementioned initiatives.

It is finally agreed that the requests outlined above are subject to the exigencies of service as determined by the Chief of Police.

Appendix "A"

VOLUNTARY LEAVE OF ABSENCE

1. Personnel requesting a voluntary leave of absence to further their education or to pursue other personal endeavours, may be granted such leave. It is agreed the members will maintain their seniority status with the service.
2. It is further agreed that if a leave of absence **is** granted for a period NOT **EXCEEDING** six (6) months in any one (1) calendar year, then the benefit provisions contained in Article 18, Civilian Working Agreement and Article 25, **Police** Working Agreement shall apply.
3. A leave of absence may result in a period of broken service which is **purchaseable** in accordance with the **OMERS** Act and Regulations. The entire cost to purchase broken service **is** payable by the member.
4. If a leave of absence is granted for a period **EXCEEDING** six (6) months in any one (1) calendar year, then the benefits to be provided will be negotiated by the parties on an individual case basis.

SCHEDULE "K"**COMPRESSED WORK WEEK - PATROL STAFF SERGEANTS**

- 1.** It is agreed that commencing December **31, 1995**, five **(5)** of the Patrol Section Staff Sergeants will work on the same days and during the same shifts as their Patrol Sections as per Schedule "D" of the **1994-95** Police Working Agreement, and their hours of work modified, as necessary, to accommodate the shortage of a Staff Sergeant due to holidays or other absences.
- 2.** It is further agreed that one of the Patrol Section Staff Sergeants will be designated as the Relief Patrol Section Staff Sergeant.
- 3.** It is further agreed that the Relief Patrol Section Staff Sergeant will provide appropriate coverage during the absence of the five (5) Patrol Section Staff Sergeants.
- 4.** It is further agreed that the six (6) Patrol Staff Sergeants will work a compressed work week schedule that clearly reflects an equal number of days off, a balance in the days allocated as "days off", a balance in the type and number of shifts worked and an equal number of weekends off. Annual and statutory leave will be allocated in accordance with the current Police Working Agreement.
- 5.** It is further agreed that the spirit and intent of the aforementioned will be reviewed by the "Human Resources Committee" on a needs basis with an overall assessment occurring no later than September **30, 1996**.
- 6.** It is finally agreed that if members of the Human Resources Committee believe that the compressed schedule in operation is not equitable to all six (6) Patrol Section Staff Sergeants, and the majority of the committee fail to agree on a replacement plan, all six (6) Patrol Section Staff Sergeants would revert to the compressed work schedule identified in the Patrol Plan, outlined in the **1994-95** Police Working Agreement.

