

2004 - 2005

*WORKING AGREEMENT*

*between*

*THE LONDON POLICE SERVICES BOARD*

*and*

*THE LONDON POLICE ASSOCIATION*  
*(Police Personnel and Cadets)*

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**THIS AGREEMENT made this 5<sup>th</sup> day of August, in the year of Our Lord two thousand and four.**

**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 Service 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 Service, 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 Service 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 Service 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 Service on or after January 1, 2004 to December 31, 2005 and such agreement will continue thereafter until replaced by a decision, agreement or award.

For the purpose of calculating retirement benefits, retirement means the date when a member ceases to be on the payroll.

## **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 Service, 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 Service in a manner the Board deems necessary for the effective, efficient and economical carrying out of the operation and administration of the Police Service;
  - (b) Maintain order, discipline, and efficiency;
  - (c) Hire, discharge, classify, transfer, promote, demote, and suspend or otherwise discipline any member of the Service covered by this Agreement, provided that claim of discriminatory promotion, classification, demotion, or transfer, or a claim that any such member of the Service 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 Service in a manner the Board deems necessary for the efficient and economical carrying out of the operations of the Police Service.

### **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 arbitral 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 Service 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. Where there is more than one member hired on the same date, seniority shall be decided in alphabetical order.

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 1st 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 Service 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 Service 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 (a) In the event of the death of a member's partner, common-law partner, 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 four (4) days with pay which shall include the day of the funeral. Traditionally the bereavement days are consecutive but can be non-consecutive provided one of the bereavement leave days is the day of the funeral.
- (b) In the event of the death of the member's grandmother or grandfather or the partner's grandmother or grandfather, such member, if scheduled to work, shall be granted absence from work for not more than two (2) days with pay, which shall include the day of the funeral. Traditionally the bereavement days are consecutive but can be non-consecutive provided one of the bereavement leave days is the day of the funeral.
- (c) 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 for 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 The parties agree that the pensions applicable to members shall be provided in accordance with and subject to the provisions of the Municipal Act, The Ontario Municipal Employees Retirement System (OMERS) Act and Regulations, and applicable OMERS pension By-laws and Agreements of the Corporation of the City of London.

### (a) **BASIC PLAN**

By-Law A.-3571-328  
June 16, 1994:

The Corporation of the City of London elected to participate in the Ontario Municipal Employees Retirement System.

- 1987 - 85 Factor introduced for NRA 60
- 1991 - Introduction of a 30 Year Early Retirement Provision
- 1992 - Contributions cease after 35 years

The following pension by-laws shall form supplements to this agreement:

### (b) **SUPPLEMENTARY BENEFITS ADDED:**

By-Law A.-4075-672  
November 30, 1973:

Provided Type I Supplementary Benefits for incorporating services before OMERS.

By-Law A.-4265-750 (Revised June 4, 19979, By-Law A.-4440-256)  
December 20, 1976:

- Provided Type III Supplementary Benefits
- a) 30 Year Provision and
  - b) Permanent Partial Disability Benefits

By-Law A.-5252-334  
November 4, 1991

Provided Supplementary-Optional Service effective January 1, 1991



- 7:02 A member shall retire no later than the end of the month following the member's sixty-fifth (65) birthday.
- 7:03 Effective May 9, 1986, Ontario Municipal Employees Retirement System Pensionable Earnings are based on regular or base earnings only.
- 7:04 The OMERS spousal benefit is available to the spouse of a deceased pensioner even if the marriage took place after the member's retirement.
- 7:05 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 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.

Members of the Public Order Unit and the Emergency Response Section are subject under exigent circumstances, to change days off to provide assistance during extraordinary operational circumstances. Members will be notified of the change of days as soon as is practicable.

- 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 one (1) hour at straight time rates to be accumulated. (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 Service. 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, as 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 Service 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 Service.

8:07(a) 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."

(b) Where a member requests a change in a scheduled shift, day off, or starting time, and attempts made to change have been unsuccessful, the member may elect to transfer hours paid for the shift to another member qualified to perform the duties, such transfer to be calculated at the rate of the member working the shift. Such changes require approval from each of the respective supervisors.

8:08 The sergeants assigned to work in the Headquarters Detention Unit or the Communications Section shall work a compressed work week comprised of ten (10)

hour days and afternoon shifts and eight (8) hour night shifts as outlined in Schedule "E".

- 8:09 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 Constables assigned to the Canine Unit shall work the five (5) week rotating compressed work week outlined in Schedule "G".
- 8:11 Officers assigned to work in the Forensic Identification Section of the Criminal Investigation Division shall work the 'Compressed Work Week' outlined in Schedule "I" attached.
- 8:12 The Patrol staff sergeants shall work the 'Compressed Work Week' outlined in Schedule "K" attached.
- 8:13 Police cadets shall work the 'Compressed Work Week' outlined in Schedule "L" attached.
- 8:14 Officers assigned to the Fraud Section of the Criminal Investigation Division shall work the 'Compressed Work Week' outlined in Schedule "M" attached.
- 8:15 Officers assigned to the Report Auditing Unit shall work the "Compressed Work Week" outlined in Schedule "N" attached.
- 8:16 Officers assigned to the Community Oriented Response Unit shall work the "Compressed Work Week" outlined in Schedule "O" attached.
- 8:17 Officers assigned to the Traffic Management Unit shall work the "Compressed Work Week" outlined in Schedule "P" attached.
- 8:18 Officers assigned to the Vice and Drug Section, Criminal Investigation Division, shall work the "Compressed Work Week" outlined in Schedule "Q" attached.
- 8:19 Officers assigned to the Emergency Response Section shall work the "Compressed Work Week" outlined in Schedule "R" attached.
- 8:20 According to the current Beat Patrol Plan, there should be no more than three (3) driving beats vacant during the deployment of a shift. When, during the course of scheduling deployment of officers, a supervisor recognizes that there will be more than three driving beats vacant, the supervisor shall make reasonable attempts to fill the vacancies through hiring on officers. Although it is recognized that there may be last minute occurrences which cause a shift to run with more than three (3) vacant beats (sickness, operational emergency etc), the supervisor shall make

reasonable efforts to comply. The hiring for vacant driving beats will be for afternoon shift, night shift, and Saturday and Sunday day shifts.

## **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. Proposed travel and accommodation expenses must be pre-approved by the Division Commander prior to travel arrangement being finalized.

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) \$15.00 for breakfast when a tour of duty commences in another municipality;
- (c) \$15.00 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) \$25.00 for dinner when returning to the City of London after 1900 hours.

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.

A meal allowance will not be provided if covered by the cost of registration at a course, seminar, or conference.

## **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 Where a member's off-duty hours between shifts are less than ten (10) hours, the provisions of Article 10:06(a) only will apply. 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 or is transferred from a normal scheduled shift (ie: day, afternoon, or night shift) with less than twenty four (24) hours notice, the member shall be credited with three (3) hours at straight time. All hours worked will be considered part of scheduled shift hours for the subsequently scheduled shift.

The start and/or end time of the subsequent shift will be adjusted, upon mutual agreement of the member and the member's supervisor, to account for scheduled shift hours including all hours worked when the member was called back to duty. The member's shift commences upon notification of a required return to duty.

Where total call back and subsequent shift hours worked are greater than or equal to the scheduled shift, the member shall be entitled to overtime at applicable overtime rates for any hours worked beyond the shift hours originally scheduled.

If the member does not have to attend the locations in section (b) the member will be entitled to one (1) hour at straight time rates.

(b) If a member is called back to duty on a scheduled day off and has to attend the scene of an investigation, police headquarters or other police facility, the member will receive a call back allowance of three (3) hours at straight time. If the member does not have to attend the aforementioned locations, the member will be entitled to one (1) hour at straight time rates. In addition, the member will be paid at the appropriate overtime rate for all hours worked beginning at the time the member is notified of the call-back.

(c) If a member is called back to duty from a period designated as standby, the member shall be credited with three (3) hours at straight time. In addition, the member will be paid at the appropriate overtime rate for all time worked. The provisions of 10:06 (d) and 10:07 will not apply.

(d) If a member is called back to duty from a Statutory Holiday, as stipulated in Article 24:01, the member shall be credited with three (3) hours at straight time. In addition, the member will be paid at a rate of two times (2X) their hourly rate for all time worked. The provisions of 10:07 will not apply.

10:07 When a member is recalled to duty when on annual or statutory holiday leave, the member shall receive sixteen (16) hours pay at straight time rates for the first eight (8) hours of service, time and a half for additional hours worked on the first call back, and an additional day off in lieu of the leave lost. 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 When a member is recalled to duty while on day off with leave, the member shall receive sixteen (16) hours pay at straight time rates for the first eight (8) hours of service, and time and a half for additional hours worked for that shift.

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 Effective January 1, 2003 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 Service. The maximum number of hours a member can accumulate is eighty (80) hours, after which the member will be paid at the appropriate overtime rate.

On or about May 15 of each year a member may elect to be paid out accumulated overtime to a maximum of forty (40) hours. The amounts shall be paid prior to June 30<sup>th</sup>.

Notwithstanding the above, for members with a balance greater than 80 hours as of January 1, 2003 all subsequent overtime earned shall be paid until such time as the balance is less than eighty (80) hours. All overtime accumulated in excess of eighty (80) hours is not subject to annual pay-downs or a payout 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 – SENIOR OFFICER LEAVE**

11:01 In lieu of benefits outlined in 10:01 through 10:11, Senior Officers, as defined in Part 8 of the Police Services Act, shall be entitled to 120 hours of Senior Officer's Leave per calendar year, subject to the following:

- Such time to be taken in the calendar year in which it is earned;
- No time can be carried over to a subsequent calendar year;
- This time will not be paid out in cash under any circumstances; and
- Such time to be taken as time off at a time mutually agreeable between the member and the member's supervisor. No reasonable request for time off shall be refused except as a result of operational necessities.
- This time will be pro-rated based on a member's termination/retirement date.

Notwithstanding the above, in the event that a Duty Officer is called back to duty, they will be entitled to call back as follows: If a Duty Officer is called back to duty on a scheduled day off and has to attend the scene of an investigation, police headquarters, or other police facility, the member will receive a call back allowance of three (3) hours at straight time. In addition, the member will be paid at the appropriate overtime rate for all time worked."

## **ARTICLE 12- COURT TIME**

12:01 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 Service as a witness or defendant in a Court as herein defined. Court time shall not be included in the calculation of overtime and shall be paid at straight time rates. This benefit shall not apply to a defendant in a Police Services Act disciplinary hearing.

12:02 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 five (5) hours Court time for attendance at each of the forenoon, afternoon, and evening sessions of a Court. The provisions of this section do not apply if a member has requested and received approval for a change to day shift.

12:03 When a member, while 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.



- 12:04 (a) When a member is required to attend Court on any occasion during the member's Annual Leave, Statutory Leave or on a Statutory Holiday, the member shall receive in compensation therefore, an allowance of sixteen (16) hours Court time for each day or portion thereof spent in Court and another day off in lieu of the leave lost.
- When a member is recalled to duty while on a day off connected to annual/statutory leave the member shall receive sixteen (16) hours of 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 Annual Leave, Statutory Leave or on a Statutory Holiday, or a day off that is connected to Annual Leave, Statutory Leave, or a Statutory Holiday, and is subsequently cancelled for court prior to the actual appearance, shall be entitled to sixteen (16) hours Court time.
- 12:05 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.
- 12:06 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.
- 12:07 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 For any subsequent attendance at a session of a Court on the same day, the provisions of Item 11:02 shall apply.
- 12:08 When a member whose previous shift was scheduled to end after midnight is required to attend Court, the member shall receive in compensation thereof six (6) hours of Court time for the first attendance at a session of Court. For any subsequent attendance at a session of a Court on the same day, the provisions of item 11:02 shall apply.
- 12:09 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.
- 12:10 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 Service to

attend Court in answer to a CPIC message from a senior officer of the Service responsible for the Court case.

- 12:11 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.
- 12:12 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.
- 12:13 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 Service has advanced funds in the form of cash or travel allowance, the member shall provide an accounting of expenditures and reimburse the Service for any surplus funds.
- 12:14 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 Workplace Safety Insurance Board, shall be considered on duty while travelling to and from the out of town Court appearance.
- 12:15 Members will have the option of accumulating court time hours. A member is not required to accumulate hours in order to be paid out for those hours. Court time 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) hours must be taken as time off and will not be subject to any annual pay-downs or any payout 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 payout.

- 12:16 Members required to attend Court during their off duty hours shall appear neat and clean in appearance and shall wear conservative business attire.

12:17 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.

12:18 A member who 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 current rate of a First Class Constable when the member retired, 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.

12:19 Where a member has been notified to attend Court on a scheduled day off and where such notification is not cancelled prior to 18:00 the day preceding the scheduled Court appearance, the member shall receive in compensation therefore, eight (8) hours of Court Time.

12:20 When a member is required to travel on a scheduled day off to a Court appearance location which is more than 250 km from London and the appearance requires an overnight stay prior to the appearance, the member shall be paid eight (8) hours of overtime, or be given a day off in lieu for the date of the court appearance.

Should the member be required to travel to the court location or return to London from the court location on a day off, the member shall be paid eight (8) hours at the applicable overtime rate. If the Court location is more than 400km from London and the member is scheduled to work the day following the Court appearance the member shall be granted that day as a travel day.

12:21 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 1630hrs the day preceding the scheduled Court appearance, the member shall be reimbursed for all reasonable child care expenses that were actually incurred.

### **ARTICLE 13 – SALARIES – EXPERIENTIAL PAY**

13:01 The annual salary of all members covered by this agreement shall be as set out in Schedule "A" annexed hereto.

13:02 The pay of members shall be deposited every other week directly to a branch of a chartered bank or major trust company of the member's choice.

13:03 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.

13:04 Effective July 1, 2004 Constables, Sergeants, Staff Sergeants shall receive an additional:

Three percent (3%) for 8 to 16 years experience;  
Six percent (6%) for 17 to 22 years experience;  
Nine percent (9%) for 23 years and over.

Inspectors and Superintendents are subject to the same service requirements as above; however at 2%, 4% and 8% AND initial percentages adjusted to 135% and 141% (Insp), and 154% and 160% (Supt) respectively shall apply. Sergeants' top rate is adjusted to 113% from 112.5%

For the purposes of determining service for '**experiential pay**', service will be based on the anniversary date that the member was sworn as a Constable with London Police Service.

Service, for the purposes of experiential pay only, will be calculated as follows:

1. For sworn officers hired directly from another police service within the Dominion of Canada before July 1, 2004, service will be comprised of both continuous service with the London Police Service and such other police service provided there is no broken service for a period longer than 30 days; or
2. For sworn officers hired directly from another service on or after July 1, 2004, service will be comprised of continuous service as a sworn officer with the London Police Service only, and
3. For members hired as Cadets before July 1, 2004, service will be comprised of continuous service with the London Police Service and 'experiential pay' will be based on the hire date as Cadet. Members hired as Cadet Recruits are excluded from this provision.

Experiential pay shall be part of base salary in calculating overtime, vacation, statutory holiday pay, pension contributions, maternity/parental leave, and sick leave pay.

## **ARTICLE 14 - SHIFT PAY**

14:01 Members of the Police Service 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) - Twenty cents (.20) per hour for shift hours worked.

14:02 Afternoon shift premium for all afternoon shift hours worked between 1800 hours Friday and 0400 hours Sunday - thirty – five cents (.35) per hour.

Night shift (i.e. shifts beginning between 1800 hours and 0400 hours and ending the following morning) – thirty-five cents (.35) per hour for shift hours worked.

## **ARTICLE 15 - OFF-DUTY WORK**

15:01 Any member of the Police Service 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 at one and one-half (1 ½) times the rate of pay per hour of a First Class Police Constable, for such employment with a minimum of three hours (3) pay for each such occasion.

Any member above the rank of Senior Constable who performs such duties on request shall receive one and one-half (1 ½) times the rate of pay per hour of a Police Sergeant, 3<sup>rd</sup> Year Rate for such employment, 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 Any member of the Police Service agreeing to perform duties, as described in article 15:01, on a day proclaimed as a Statutory Holiday shall receive a rate of pay at two (2) times the regular rate of pay.

15:03 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 dollars (\$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 Workplace Safety Insurance Board benefits for a period in excess of one (1) month.

Effective January 1, 2005, the Board will reimburse all members two hundred dollars (\$200.00) per annum, for cleaning and pressing of clothing used in the performance of duty.

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

- 16:05 The Board and the Association agree that all clothing and equipment issued to members will be approved by the Equipment Committee prior to issue wherever practicable. The Equipment Committee shall have equal Association and Management representation. The Committee will be tasked to research and recommend to the Chief clothing and equipment suitable for use by the members, taking into consideration appropriate health and safety legislation, Adequacy Standards, and other legislation applicable to policing. The Committee shall meet as required and any recommendations made to the Chief will also be posted in a conspicuous manner for the members. The Chief shall have final decision on recommendations made by the committee.

- 16:06 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 in addition to 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 Service who is a member of Canine Section shall receive the sum of one hundred dollars (\$100.00) 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 have qualified under the Promotional Process of the Service. 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 Service, and no assignment to acting duty shall circumvent that process.
- 19:02 Where a member is designated to an acting position and is confirmed within a one(1) year period, and the period acting is not consecutive to that confirmed in the higher rank, then all time served in the acting position, within the one (1) year period shall qualify the member for advancement to the next higher salary rate .

**ARTICLE 20 - PLAINCLOTHES OFFICERS, CONSTABLE SPECIALISTS AND FIELD TRAINING OFFICERS**

20:01 It is agreed that commencing July 1, 2000 a Constable may be assigned to plainclothes duty in CID for a maximum period of five (5) years unless promoted through the promotional process of the Service;

It is further agreed that approximately twenty five percent (25%) of Constables assigned to plainclothes duty in CID will be reassigned to another Division after three (3) years, with a further twenty five percent (25%) reassigned after four (4) years.

It is finally agreed that Constables assigned to plainclothes duties in CID that do not complete the maximum five (5) years on their first assignment may be reassigned to plainclothes duties in CID at a later date, provided their total service does not exceed a total of five (5) years lifetime unless promoted through the promotional process of the Service.

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.

20:02 Members assigned to perform duties in the Forensic 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.



- 20:03 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.
- 20:04 When a Constable is assigned to field training of a probationary member or experienced officers new to the London Police Service, the Constable shall receive fifteen dollars (\$15.00) for each day the member is engaged in such duties.

## **ARTICLE 21 - GROUP LIFE INSURANCE**

- 21:01 (a) 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). Effective January 1, 2003, to a maximum of one hundred and sixty thousand dollars (\$160,000.00).
- (b) The Board will provide the opportunity for members to purchase additional life insurance coverage at the member's cost. The limits of the coverage and the premium will be subject to the carrier.
- 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, and effective January 1, 2003 fifteen thousand dollars (\$15,000.00) of life insurance, until age sixty-five (65) years.

## **ARTICLE 22 - MEDICAL AND HOSPITALIZATION**

### 22:01 Employee Health Benefits Review Committee

A committee equally represented by LPA and LPSB members will be formed. The committee has the following goals:

- Review current benefit coverage,
- Consider available alternatives, and
- Make recommendations.

The process will be completed within one year of ratification of the existing Working Agreements. Both parties agree that there will be no demonstrable decrease in group benefits. Any recommendations by the committee will have to be agreed upon by both the LPA and the LPSB

Until the recommendations by the committee are agreed upon and in place the following shall apply.

- 22:02 The Board understands that some members of the London Police Service are not members of the London Police Association but do obtain benefits from the group policies as issued by carriers agreed upon.
- 22:03 The Board will contribute one hundred percent (100%) of the premiums for major medical coverage, with Green Shield Canada, including but not limited to semi-private hospital accommodation, vision care – two hundred and fifty dollars (\$250.00) every twenty four (24) months plus a twelve (12) month prescription change rider,

**Effective January 1, 2005**

three hundred dollars (\$300.00) every twenty four (24) months plus a twelve (12) month prescription change rider,

and

A generic drug card prescription plan, (\$1.50 co-pay fee 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).

and

It is understood that a \$10.00 (single) and \$20.00 (family) deductible still applies to some major medical benefits other than the generic drug benefit.

and

Hearing aids (three hundred dollars (\$300.00) every twenty-four (24) months),

and

Private duty home nursing, ten thousand dollars (\$10,000) per disability,

and

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 Green Shield Canada plan will be amended to provide for the coordination of payments for out-of-province claims and other major medical benefits as agreed upon and defined in the master policy.

Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist, or speech therapist shall be \$20.00 per visit for twenty (20) visits, over Ontario Health Plan payments for twenty (20) visits in each calendar year. Effective January 1, 2003 coverage shall be a maximum of five hundred dollars (\$500.00) each calendar year above the OHIP coverage, with no per visit limit and no maximum number of visits.

Specialists fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a 100% top up of OHIP coverage to a maximum of \$400.00 per calendar year per service. Effective January 1, 2003 a maximum of \$500.00 per calendar year per service.

Where a member is approved for massage therapy by WSIB, the member will be reimbursed by the Board for any difference between the amount covered by WSIB considering limits of coverage as stipulated under Article 22:02.

Coverage for orthotics shall be an annual maximum of five hundred dollars (\$500.00) based upon a 50/50 co-payment of (two hundred and fifty (\$250.00) dollars payable by the carrier).

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

- 22:04 (a) The Board shall contribute one hundred percent (100%) of the cost of premiums of the Green Shield Canada Dental Plan (8B) providing dental coverage including orthodontic care to a lifetime maximum of four thousand dollars (\$4,000.00) based upon a 50/50 co-payment of (two thousand dollars (\$2,000.00) dollars payable by the carrier); Effective January 1, 2003 orthodontic care to a lifetime maximum of five thousand dollars (\$5,000.00) based upon a 50/50 co-payment of two thousand five hundred dollars (\$2,500.00) payable by the carrier;

and

major restorative coverage care (crowns, caps, bridges, etc) to a lifetime maximum of three thousand dollars (\$3,000.00) based upon a 50/50 co-

payment of (one thousand and five hundred (\$1,500.00) dollars payable by the carrier).

The Board shall contribute one hundred percent (100%) 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.

Frequency of dental recall examinations will be once every nine (9) months.

- (b) Retirees - A member retiring after July 1, 1987, on an unreduced OMERS pension, shall have the option to continue participation in the 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 partner. The benefit is available to the partner of the retiree if the retiree dies or reaches age sixty-five (65) years and the benefit is not otherwise available to the partner. 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.

Effective June 1, 1999 retired members attaining the age of sixty-five (65) may purchase additional out of province coverage through Green Shield Canada up to the month of their 75<sup>th</sup> birthday. Enrolment will be offered only once, by Green Shield Canada, immediately following the member's 65<sup>th</sup> birthday. The premiums are subject to yearly review by Green Shield Canada.

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 partner (Benefits cease only while available through other employment or through the retiree's partner.)

- (c) The benefit coverage continues until the retiree dies or reaches age sixty-five (65) years. The partner of the retiree may continue participation in the plan until the partner reaches age sixty-five (65) years where the benefit is not otherwise available to the partner. A partner cohabitating with the member at the time of the member's retirement is eligible under this item;
- (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 **Survivor's Benefits**

The surviving partner 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 partner and dependents.

22:08 The surviving partner of a serving member who dies shall be allowed to participate in the medical and dental plans. Premiums shall be paid by the surviving partner.

22:09 A pre-authorized payment method to collect premiums for extended health, life, and dental fees from participating retirees or their partners, where all or part of the premium costs is the retiree's or partner'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.

22:10 Notwithstanding any of the provisions of Article 22, members who have a minimum of twenty five (25) years of service with the London Police Service and who elect to retire on a reduced pension will receive the same group insurance benefits as a member who retires on an unreduced pension.

## **ARTICLE 23 - VACATION**

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

23:02 Effective January 1, 2000 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 5 years of service	2 weeks (80 hours)
5 years of service and less than 10 years of service	3 weeks (120 hours)
10 years of service and less than 15 years of service	4 weeks (160 hours)
15 years of service and less than 23 years of service	5 weeks (200 hours)
23 years of service and less than 28 years of service	6 weeks (240 hours)
28 years of service or more	7 weeks (280 hours)

Where the anniversary of a member's service with the Service 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.

Effective January 1, 2003 for the purpose of Article 23:02, an employee's length of service shall commence from the date on which an employee is sworn in as a police constable and commences a period of full-time service within the Dominion of Canada, including the London Police Service, as a Constable. Each 12 months of continuous service will be the equivalent of one year's seniority.

It is further understood that for the purposes of choosing holiday time, the following practice shall occur:

Initially, members will choose their Annual Leave in descending order of seniority according to their entitlement as a result of service with the London Police Service. Members will then choose their Statutory Leave (if applicable) in ascending order of seniority.

Once all other leave is chosen, any members who qualify for Annual leave entitlement as a result of Accredited Police Service, as laid out above, shall choose such entitlement according to descending order of seniority.

It shall be the responsibility of the member to provide proof of previous service in order to qualify for the above vacation entitlements.

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 Service.

23:04 Effective January 1, 2003, 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.

Notwithstanding Article 24:04 where a work unit is comprised of eight (8) or more persons, based on the authorized complement for the year when vacation will be taken, no more than two police constables on one unit may 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 with the Service, 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.

A member has the option to defer the additional six (6) weeks vacation to a subsequent year. The member must provide a minimum of one year's notice of the date they wish to take the entitlement. The entitlement must be taken by combining it with all other annual leave. If deferred, there will be no cash payouts of this benefit to the member or surviving beneficiary. The additional six (6) weeks will not be blocked off the holiday list that the qualifying member is assigned to. However, the initial six (6) weeks will be blocked off the holiday list of the qualifying member's unit.

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 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 on 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 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 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 thirteen (13) weeks service, for a period not exceeding fifty-two (52) 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 thirteen (13) weeks 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 thirty five (35) weeks of unpaid parental leave following pregnancy leave (Pregnancy leave and parental leave not to exceed fifty two (52) weeks). For members commencing a maternity/parental leave on or after January 1, 2005 there will be a Parental Leave increase in flat amount from seventy dollars (\$70) to one hundred dollars (\$100.00) per week to a maximum of 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 thirty-five 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 thirty-five 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 - MILITARY LEAVE**

26:01 Upon approval of the Deputy Chief, a member who is an active member of the Canadian Armed Forces Reserve may attend the yearly two-week training camp that is supplied by the Canadian Armed Forces. This training will be attended at the member's expense; however, a leave of absence without pay may be granted for the period of time required to complete the training. Not restricting other members from applying for this leave, a maximum of two members per Uniformed Division Section may be granted this leave at any one time.

## **ARTICLE 27 - COLLEGE AND TRAINING COURSES**

27:01 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 fifteen (\$15.00) dollars per day for weekdays. This allowance does not apply to courses held on site.

When a member is required to attend a course of instruction outside the City of London and outside of a fifty (50) km radius (with exception of the Ontario Police College), the member shall receive an allowance of twenty-five (\$25) per day for Saturdays and Sundays. These allowances include the cost of personal phone calls.

27:02 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.

- 27:03 Upon receipt of advance approval of the Deputy Chief, Administration, 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.

- 27:04 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.

- 27:05 A member who travels to a location at the request of the Service by utilizing the member's private motor vehicle shall receive reimbursement at the rate of forty (40) cents) per kilometre.

- 27:06 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 Workplace Safety Insurance Board.

- 27:07 A member directed to report to a course of instruction on the member's off duty time prior to the date of commencement of such course, shall receive one hours pay, at straight time rates, for each 100 km traveled.

Where a member is scheduled to work on the date prior to course commencement, every effort will be made to allow the member time to travel to the course location, with consideration for one hour for each 100 km. Members will receive a combination of time off or time paid, at straight time rates, for each 100 km traveled.

A member returning from a course of instruction on the member's off duty time shall receive one hour's pay at straight time rates for each 100 km traveled.

Notwithstanding the above, when a member is directed to report to the Ontario Police College on the member's off duty time prior to the date of commencement of such course, the member shall receive one hour's pay at straight time. A member returning from the Ontario Police College at the conclusion of the course and on the member's off duty time shall receive one hour's pay at straight time rates.

- 27:08 It is understood that members who attend the Ontario Police College shall be responsible for paying the current recruit training fee which is set by the Ontario Police College.

It is understood that the Service will pay, on behalf of the recruit, the costs of the Recruit Training Course on the understanding the recruit will fully reimburse the Service.

It is also understood that the repayment of these monies to the employer by the recruit will constitute a term of the recruit's continued employment.

It is understood that the recruit authorizes the employer to deduct from his/her salary the full amount paid by the employer to the Ontario Police College on his/her behalf, in accordance with the "Schedule of Payment" on either a three-, six- or nine-month repayment option, such being the sole election of the recruit.

It is understood that in the event the recruit's employment with the employer terminates for any reason prior to full repayment of the amount paid by the employer to the Ontario Police College on behalf of the recruit, the recruit acknowledges that such outstanding amount shall be deducted from whatever salary, overtime, court time, statutory leave, or annual leave to which the recruit may be entitled, and that any further outstanding amount becomes immediately due and payable by the recruit to the employer.

It is understood that recruits assigned to attend the "Recruit Training Course" be allowed an additional option of commencing their payroll deduction during the first complete pay period after being sworn in as a Fourth Class Constable.

It is understood the repayment plan will be based on the Recruit Training Course fee at the time of the recruit's enrolment in the course as set by the Ontario Police College.

**Option 1 Three (3) Month Repayment Plan**

Six (6) equal payroll deductions.

**Option 2 Six (6) Month Repayment Plan**

Thirteen (13) equal payroll deductions.

**Option 3 Nine (9) Month Repayment Plan**

Nineteen (19) equal payroll deductions.

**ARTICLE 28 - ASSOCIATION ACTIVITIES**

28:01 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.

- 28:02 When the Police Association of Ontario Annual Meeting is held in the City of London, in addition to the delegates referred to in Item 28:01, 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.
- 28:03 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.
- 28:04 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.
- 28:05 Notwithstanding the provisions of Item 28:03, three (3) members delegated by the Association shall be granted leave with pay to attend quarterly meetings of the Police Association of Ontario.
- 28:06 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.
- 28:07 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.
- 28:08 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.
- 28:09 The President of the Police Association shall be granted reasonable time off, with pay, to attend the Canadian Professional Police Association's Annual General and Annual Executive Board Meetings.
- 28:10 When the President or other member of the Board of Directors (excluding the Administrator) is called upon to assist potential subject or witness members in an

SIU investigation, on their off duty time but on a day when they were scheduled to work, then the time they are called out shall be the start time of that day's scheduled shift. Such calls for assistance must occur within the first twelve (12) hours following SIU notification.

- 28:11 For the purposes of the Workplace Safety Insurance Board, the Board agrees that a member elected to the Board of Directors of the Association will be considered to be under the supervision of the Chief of Police and considered on duty when granted time off with pay to attend to Association business.

## **ARTICLE 29 - ASSOCIATION DUES**

- 29:01 The Association and the Board agree that membership in the Association is on a voluntary basis.
- 29:02 The Board agrees that all members of the Police Service are required as a condition of employment to pay to the Association a sum equal to the monthly Association dues.
- 29:03 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 30 - CONDITIONAL LEGAL FEE PAYMENT**

- 30:01 Where a member of the Service 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 the member 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.
- 30:02 Where a member of the Service 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 the member 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 five hundred dollars (\$500.00) plus G.S.T. or fifty percent (50%) of the total fees for counsel, whichever is the greater.

- 30:03 The Board shall indemnify a member of the Police Service for reasonable costs incurred:
- (a) in the defence of a civil action except for the cost of defending a claim for punitive, aggravated, or exemplary damages;
  - (b) in the defence of a statutory prosecution other than the H.T.A., excluding matters relating to discipline.
- 30:04 A member shall not be indemnified under this Article for legal costs arising from:
- (a) A grievance or complaint under the Collective Agreement between the Board and the Association;
  - (b) An act or omission of the member acting in their capacity as a private citizen.
- 30:05 Where a member is a defendant in a civil action for damages, except for an action claiming punitive, aggravated, or exemplary damages, because of acts done in the course of the member's employment or duties as a Police Officer, the member shall be indemnified for the reasonable costs incurred in the defence of such an action in the following circumstances:
- (a) Where the Board is not named in the action as a party and the Board is, therefore, not defending the action on its own behalf, and the member is named in the action jointly unless, in the opinion of the Board's solicitor, the member requires independent and separate legal counsel and should be advised to appoint their own counsel.
  - (b) Where the Board is named as a party defendant together with a member, but the solicitor retained on behalf of the Board is of the view that it would be improper for the solicitor to act for both the Board and the member in that action.
- 30:06 The Board may also determine, in its sole discretion, to reimburse a member for legal fees incurred for matters arising out of the member's employment as a member of the London Police in circumstances not specified above and in accordance with the provisions of Section 50 of the Police Services Act, R.S.O. 1990 c.P15 as it may be amended from time to time.
- 30:07 The Board may, in its sole discretion, require the member or the Association to have legal fees charged for such member's or Association's counsel assessed,



and the Board may nominate counsel for the purposes of effecting such assessment, on any account for which payment is sought pursuant to the provisions of this Working Agreement.

- 30:08 For the purpose of legal indemnification under this Agreement, the reasonable legal costs incurred by the members shall be deemed to have been incurred by the member, notwithstanding that the member may have received financial assistance in respect thereof from the Association.
- 30:09 The Board will reimburse the Association for the reasonable costs of a lawyer to provide legal advice to potential Subject or Witness members of the Service, during the investigation period of a Special Investigation Unit investigation. This indemnification is conditional that at the time of the incident in question the member(s) was/were on duty or had brought themselves back to being on duty, and were acting in good faith and in the lawful execution of their duty. The Board shall not indemnify legal expenses past the completion of the S.I.U. investigation and the laying of information(s), as Article 30:01/40:01 is intended to govern these matters. The lawyer's law practice must be principally established and carried on in the City of London.

It is further agreed that the Board shall indemnify members/and or the Association for reasonable legal costs incurred in relation to the attendance of counsel on behalf of a member and/or the Association in connection with an attendance required at a Coroner's Inquest, Public Inquiry, or Royal Commission Inquiry.

### **ARTICLE 31 - PERSONNEL FILE**

- 31:01 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.
- 31:02 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.
- 31:03 When an officer is counselled, admonished, or disciplined, in accordance with the Informal Discipline procedure, 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.

31:04 All departmental motor vehicle collision reports included in personnel records that do not involve disciplinary action shall be purged after one (1) year.

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 32 - REGIONAL GOVERNMENT**

32:01 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 Service, or which would result in the Police Service becoming part of any other Police Service, 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 33 - POLICE FUNERALS**

33:01 (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.

33:02 A marked police vehicle will be used for travel to funeral service locations within approximately four hundred and eighty (480) kilometres.

33:03 All expenses incurred by Officers attending designated police funerals, as per Item 33:01, will be shared equally by the Board and the Association.

- 33:04 Upon agreement between the Chief of Police and the Police Association, the provisions of Item 33:01 and 33:02 may be waived in part or their entirety where large numbers of off duty members of the Service are attending a police funeral, or where distance and accessibility to the funeral location are not conducive to attendance or make the application of Item 33:01 or 33:02 impractical.

#### **ARTICLE 34 - PROMOTION EXAMS**

- 34:01 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.
- 34:02 It will be the responsibility of the London Police Service to transport on-duty Officers to the Ontario Police College when Promotional Examinations are scheduled at that location.

#### **ARTICLE 35 - DAYLIGHT SAVING/STANDARD TIME CHANGES**

- 35:01 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 36 - RETIREMENT NOTICE & LEAVE OBSERVANCE**

- 36:01 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 37 - ACCUMULATED TIME**

37:01 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 38 - TWO OFFICER PATROLS**

- 38:01 (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 39 - LONG TERM ABSENCE**

39:01 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 time, 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 40 - AWARDS AND INFORMAL DISCIPLINE PROCEDURE**

40:01 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 41 - TIME OFF IN LIEU OF BENEFITS/PAID & UNPAID LEAVE OF ABSENCE**

41:01 Members may voluntarily enjoy certain options that were negotiated during the life of the Social Contract see Schedule "J" for details.

## **ARTICLE 42 - FITNESS INCENTIVE**

42:01 A member who qualifies for the Voluntary Fitness Pin shall be rewarded as follows:

5 years to 9 years of service	4 hours accumulated time
10 years to 14 years of service	8 hours accumulated time
15 years or more of service	16 hours accumulated time

A member can qualify for this incentive only once in a calendar year.

## **ARTICLE 43 – EMERGENCY LEAVE**

43:01 Members may take Emergency Leave for up to 10 days without pay due to:

- Personal illness, injury or medical emergency, and
- Death, illness, injury, medical emergency of or urgent matters relating to:
  - A partner
  - A parent, step-parent, foster parent, child, step-child, grandparent, step-grandparent, grandchild or step-grandchild of the employee, or the member's partner
  - The partner of a member's child
  - A brother or sister of the member
  - A relative of the member who is dependent on the employee for care and assistance.

The member will provide evidence that he or she is eligible for an Emergency Leave.

## **ARTICLE 44 - TERM OF AGREEMENT**

44:01 The terms and conditions of this agreement shall remain in full force and effect from the first (1st) day of January, 2004 to the thirty-first (31st) day of December, 2005, 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, 2005.

44:02 This agreement shall enure 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 Service.

**SCHEDULE 'A'**  
**ANNUAL SALARY RATES ~ POLICE & CADETS**

<b>Cadet</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
Start	\$29,330	\$29,330	\$30,137	\$30,363
1 Year	\$32,481	\$32,481	\$33,374	\$33,624
2 Year	\$33,721	\$33,721	\$34,648	\$34,908

<b>Constable</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
4th Class 'A'	\$41,028	\$41,028	\$42,156	\$42,472
4th Class 'B'	\$45,333	\$45,333	\$46,580	\$46,929
3rd Class	\$51,299	\$51,299	\$52,710	\$53,105
2nd Class	\$57,846	\$57,846	\$59,437	\$59,883
1st Class	\$66,933	\$66,933	\$68,774	\$69,290
> 10 Years	\$68,271			
<b>8 to 16</b>		\$68,941	\$70,837	\$71,368
<b>17 to 22</b>		\$70,949	\$72,900	\$73,447
<b>23+</b>		\$72,957	\$74,963	\$75,525

<b>Sergeant</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
<b><u>1st Year</u></b>				
0 to 7	\$69,945	\$69,945	\$71,868	\$72,407
8 to 16		\$71,953	\$73,932	\$74,486
17 to 22		\$73,961	\$75,995	\$76,565
23+		\$75,969	\$78,058	\$78,643
<b><u>2nd Year</u></b>				
0 to 7	\$72,621	\$72,621	\$74,618	\$75,178
8 to 16		\$74,630	\$76,682	\$77,257
17 to 22		\$76,638	\$78,746	\$79,337
23+		\$78,646	\$80,809	\$81,415
<b><u>3rd Year</u></b>				
0 to 7	\$75,297	\$75,634	\$77,714	\$78,297
8 to 16		\$77,642	\$79,777	\$80,375
17 to 22		\$79,650	\$81,840	\$82,454
23+		\$81,658	\$83,904	\$84,533

<b>Staff Sergeant</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
<b><u>1st Year</u></b>				
0 to 7	\$79,943	\$79,943	\$82,141	\$82,757
8 to 16		\$81,953	\$84,207	\$84,839
17 to 22		\$83,961	\$86,270	\$86,917
23+		\$85,969	\$88,333	\$88,995
<b><u>2nd Year</u></b>				
0 to 7	\$83,960	\$83,960	\$86,269	\$86,916
8 to 16		\$85,969	\$88,333	\$88,995
17 to 22		\$87,977	\$90,396	\$91,074
23+		\$89,985	\$92,460	\$93,153

<b>Inspector</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
<b><u>1st Year</u></b>				
0 to 7	\$92,366	\$90,360	\$92,845	\$93,541
8 to 16		\$91,698	\$94,220	\$94,927
17 to 22		\$93,037	\$95,596	\$96,313
23+		\$95,714	\$98,346	\$99,084
<b><u>2nd Year</u></b>				
0 to 7	\$96,384	\$94,376	\$96,971	\$97,698
8 to 16		\$95,714	\$98,346	\$99,084
17 to 22		\$97,053	\$99,722	\$100,470
23+		\$99,730	\$102,473	\$103,242

<b>Superintendent</b>				
<b>Increment</b>	<b>Jan 1/2004</b>	<b>Jul 1/2004</b>	<b>Jan 1/2005</b>	<b>Jul 1/2005</b>
<b><u>1st Year</u></b>				
0 to 7	\$105,082	\$103,077	\$105,912	\$106,706
8 to 16		\$104,415	\$107,286	\$108,091
17 to 22		\$105,754	\$108,662	\$109,477
23+		\$108,431	\$111,413	\$112,248
<b><u>2nd Year</u></b>				
0 to 7	\$109,098	\$107,093	\$110,038	\$110,863
8 to 16		\$108,431	\$111,413	\$112,248
17 to 22		\$109,770	\$112,789	\$113,635

23+	\$112,447	\$115,539	\$116,406
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**SCHEDULE "B"****GRIEVANCE PROCEDURE**

1. Anything falling within the provisions of the Regulations and/or the Code of Offences 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 it 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:
  - (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 Service 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 Service, 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. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Personnel Services Branch 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.
5. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Personnel Services Branch with a certificate from a qualified physician which clearly stipulates that the member is fit to return to duty or outlining specific criteria for modified duties.
6. The Board shall reimburse a member costs to a maximum of ten dollars (\$10.00) for any medical certificates requested. Requests for reimbursement in excess of \$10.00 may be approved by the Inspector, Personnel Services Branch.
7. Effective June 17, 1999, where a member is absent from duty as a result of a new injury arising out of and in the course of duty and is receiving benefits awarded by the Workplace Safety Insurance Board, the member shall continue to receive the same net pay. It is noted there is no deduction for income tax or Canada Pension Premium. The intent of the parties being the injured absent member will be no

better or worse off monetarily than if working. A member absent on a reoccurrence of a Workplace Safety Insurance Board 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 WSIB 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.

8. Where a member transfers from a municipal department within the Corporation of the City of London to the Service, such member's sick leave credits shall be transferable and sick leave pay to which the member is entitled shall be payable by the Service.
9. A member who is, at the time of the member's retirement, actively engaged with the Service 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. While on retirement leave the member is not entitled to accrue annual, statutory leave and lieu leave effective January 1, 2003.
10. Any member who, on termination of the member's employment with the Service, has at least five (5) years of service, or the Estate of a member who dies while in the employ of the Service, 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.
11. When a member, formerly employed by another municipality or local board which had established a sick leave plan under the provisions of the Police Services Act or any other general or special act, leaves the employ of that municipality or local board and immediately commences employment with the London Police Service 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 Service.

12. A member may, at the discretion of the Division Commander, 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. In order to qualify for more than five (5) days per calendar year, a member must have a minimum sick bank of seventy-five (75) days. Such leave is to be charged against the member's sick leave credits. Upon the approval of the Division Commander a member may use their sick time for the purposes of attending a personal medical appointment or that of a partner, child, adopted child, step-child, mother, father, brother or sister. This is limited to a maximum of fifty-five (55) days per calendar year.
13. 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.
14. For members hired prior to January 1, 1982, Long Term Disability coverage, administered through a third party insurance carrier, will provide coverage at 66.67% of salary to a maximum of \$4,000 monthly.

Eligibility of all claims is to be determined as adjudicated by the carrier, in accordance with the policy, as amended from time to time.

All other provisions for coverage in respect of this group/section shall remain unchanged.

Should future premium increases, or a portion thereof, be directly attributable to those members hired prior to January 1, 1982, as determined by the carrier, the increases will apply directly to these members only and shall not impact employer-paid long term disability premiums

**PART "B"**

1. (a) Effective January 1, 2003, each member shall have entitlement to ten (10) working days sick leave per calendar year at full pay and a maximum of one hundred and twenty-four (124) working days, in a given year, at seventy-five percent (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 seventy (70%) per cent of the salary to a maximum of four thousand (\$4,000) dollars per month received by the member at the commencement of the sick leave. Effective January 1, 2003 this amount is a maximum of five thousand (\$5,000) dollars per month. 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 Service a certificate from the member's physician certifying that the member is unable to work and the nature of the illness.
5. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Personnel Services Branch 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. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Personnel Services Branch with a certificate from

a qualified physician which clearly stipulates that the member is fit to return to duty or outlining specific criteria for modified duties.

7. The Board shall reimburse a member costs to a maximum of ten dollars (\$10.00) for any medical certificates requested. Requests for reimbursement in excess of \$10.00 may be approved by the Inspector, Personnel Services Branch.
8. Effective June 18<sup>th</sup>, 1999, where a member is absent from duty as a result of a new injury arising out of and in the course of duty and is receiving benefits awarded by the Workplace Safety Insurance Board, the member shall continue receiving the same net pay. It is noted there is no deduction for income tax or Canada Pension Premium, the intent of the parties being the injured absent member will be no better or worse off monetarily than if working.

A member absent on a reoccurrence of a Workplace Safety Insurance Board 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.

9. A member may, at the discretion of the Division Commander, take a leave of absence not to exceed five (5) days on any one occasion due to the illness of such member's partner, child, adopted child, step-child, mother, father, brother and sister. Such leave is to be charged against the member's sick leave credits. Upon approval of the Division Commander, a member may use their sick time for the purposes of attending a personal medical appointment or that of a partner, child, adopted child, step-child, mother, father, brother or sister. This is limited to a maximum of fifty-five (55) days per calendar year.
10. 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"****20 WEEK PATROL PLAN SCHEDULE**

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 be required to work only 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.
5. The schedules for Units A, B, C and D are attached under appendix "A".

**SCHEDULE "D"**  
**Appendix "A"**

**Unit A**

\*\* Training Day

	Sunday Friday	Monday Saturday	Tuesday	Wednesday	Thursday		
1	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	1945-0500	1945
2	1945-0400	1945-0400	1945-0400	1945-0400	1945-0400	DAY OFF	DAY
3	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
4	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
5	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
6	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	2345-0800	2345
7	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
8	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
9	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
10	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
11	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	1945-0500	1945
12	1945-0400	1945-0400	1945-0400	1945-0400	1945-0400	DAY OFF	DAY
13	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
14	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
15	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
16	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	2345-0800	2345
17	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
18	DAY OFF	DAY OFF	DAY OFF	0745-1800**	1545-0200	1545-0200	1545
19	DAY OFF	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
20	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645

**SCHEDULE "D"**  
**Appendix "A"**

**Unit "B"**

\*\*Training Day

	Sunday Friday	Monday Saturday	Tuesday	Wednesday	Thursday		
1	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2045-0600	2045
2	2045-0500	2045-0500	2045-0500	2045-0500	2045-0500	DAY OFF	DAY
3	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1645-0300	1645-0300	1645
4	1645-0300	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
5	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
6	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2345-0800	2345
7	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
8	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1645-0300	1645-0300	1645
9	1645-0300	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
10	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
11	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2045-0600	2045
12	2045-0500	2045-0500	2045-0500	2045-0500	2045-0500	DAY OFF	DAY
13	DAY OFF	DAY OFF	DAY OFF	0745-1800**	1645-0300	1645-0300	1645
14	DAY OFF	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
15	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
16	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2345-0800	2345
17	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
18	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1645-0300	1645-0300	1645
19	1645-0300	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
20	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745

**SCHEDULE "D"**  
**Appendix "A"**

**Unit "C"**

\*\*Training Day

	Sunday Friday	Monday Saturday	Tuesday	Wednesday	Thursday		
1	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	2345-0800	2345
2	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
3	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
4	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
5	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
6	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	1945-0500	1945
7	1945-0400	1945-0400	1945-0400	1945-0400	1945-0400	DAY OFF	DAY
8	DAY OFF	DAY OFF	DAY OFF	0745-1800**	1545-0200	1545-0200	1545
9	DAY OFF	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
10	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
11	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	2345-0800	2345
12	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
13	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
14	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
15	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645
16	0645-1700	0645-1700	0645-1700	DAY OFF	DAY OFF	1945-0500	1945
17	1945-0400	1945-0400	1945-0400	1945-0400	1945-0400	DAY OFF	DAY
18	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1545-0200	1545-0200	1545
19	1545-0200	DAY OFF	DAY OFF	0745-1800	0745-1800	0745-1800	DAY
20	DAY OFF	1345-2400	1345-2400	1345-2400	DAY OFF	DAY OFF	0645

**SCHEDULE "D"**  
**Appendix "A"**

**Unit "D"**

\*\*Training Day

	Sunday Friday	Monday Saturday	Tuesday	Wednesday	Thursday		
1	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2345-0800	2345
2	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
3	DAY OFF	DAY OFF	DAY OFF	0745-1800**	1745-0400	1745-0400	1745
4	DAY OFF	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
5	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
6	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2045-0600	2045
7	2045-0500	2045-0500	2045-0500	2045-0500	2045-0500	DAY OFF	DAY
8	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1745-0400	1745-0400	1745
9	1745-0400	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
10	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
11	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2345-0800	2345
12	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	DAY OFF	DAY
13	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1745-0400	1745-0400	1745
14	1745-0400	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
15	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745
16	0745-1800	0745-1800	0745-1800	DAY OFF	DAY OFF	2045-0600	2045
17	2045-0500	2045-0500	2045-0500	2045-0500	2045-0500	DAY OFF	DAY
18	DAY OFF	DAY OFF	DAY OFF	DAY OFF	1745-0400	1745-0400	1745
19	1745-0400	DAY OFF	DAY OFF	0645-1700	0645-1700	0645-1700	DAY
20	DAY OFF	1245-2300	1245-2300	1245-2300	DAY OFF	DAY OFF	0745

**SCHEDULE "E"****COMPRESSED WORK SCHEDULE FOR THE H.Q.D.U. SERGEANTS  
and  
THE COMMUNICATIONS SECTION SERGEANTS**

1. 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. 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. The day and afternoon shifts shall be ten (10) hours in length and night shifts shall be eight (8) hours in length.
4. The six (6) Sergeants assigned to the Headquarters Detention Unit shall select annual and statutory leave on a single list.
5. The six (6) Sergeants assigned to the Communications Section shall select annual and statutory leave on a single list.
6. The Headquarters Detention Unit Sergeants and the Communications Section Sergeants shall select annual and statutory leave in calendar weeks.
7. 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. Alterations to Appendix "A" or Appendix "B" shall be made on agreement of the parties.

**SCHEDULE "E"**  
**APPENDIX "A"**

**HEADQUARTERS DETENTION UNIT - SERGEANTS**

	SUN	MON	TUE	WED	THUR	FRI	SAT
1	OFF	OFF	OFF	OFF	1645 - 0300	1645 - 0300	1645 - 0300
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)



**SCHEDULE "E"**  
**APPENDIX "B"**

**COMMUNICATIONS SECTION SERGEANTS**

	SUN	MON	TUE	WED	THUR	FRI	SAT
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	0700-17
26	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OF
27	DAY OFF	0700-1700	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-17
28	0700-1700	DAY OFF	DAY OFF	0700-1700	0700-1700	1600-0200	DAY OF
29	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OF
30	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OF
31	DAY OFF	0700-1700	1600-0200	1600-0200	1600-0200	DAY OFF	DAY OF
32	DAY OFF	DAY OFF	0700-1700	0700-1700	0700-1700	0700-1700	DAY OF

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 OF
UNIT 2	DAY OFF	1600-0200	1600-0200	DAY OFF	DAY OFF	1600-0200	1600-02

**SCHEDULE "G"****FIVE WEEK ROTATING CANINE SHIFT SCHEDULE**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0745-1800	Training 0745-1800	0745-1800	Off	Off	2345-0800	2345-0800
2	2345-0800	2345-0800	2345-0800	2345-0800	2345-0800	Off	Off
3	Off	Off	Off	Off	1745-0400	1745-0400	1745-0400
4	1745-0400	Off	Off	0745-1800*	0745-1800	0745-1800	Off
5	Off	Training 0745-1800	1745-0400	1745-0400	Off	Off	0745-1800

**\* IN-SERVICE TRAINING**

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.

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.

**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.

**Expunction 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 Expunction** 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.

## **SCHEDULE "H"**

### **PART (ii) CADETS**

#### **CADET AWARDS & INFORMAL DISCIPLINE PROCEDURE**

##### 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 off 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.

**SCHEDULE "I"****COMPRESSED WORK WEEK - FORENSIC IDENTIFICATION SECTION**

Week	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	Off	Off	Off	1500-2400	1500-2400	1500-2400	1500-2400
2	1500-2400	Off	Off	0700-1600	0700-1600	0700-1600	Off
3	Off	1500-2400	1500-2400	1400-2300	Off	Off	Relief
4	Relief	1400-2300	1400-2300	Off	Off	0700-1600	0700-1600
5	0700-1600	0700-1600	0700-1600	0700-1600	Off	Off	Off
6	Off	Relief	Relief	Relief	Relief	Relief	Off
7	Off	Relief	Relief	Relief	Off	Off	Relief
8	Relief	Relief	Off	Off	Relief	Relief	Relief
9	Relief	Off	Off	0700-1600	1400-2300	1400-2300	Off
10	Off	0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	Off

The schedule will be flexible in order to accommodate court appearances, meetings, special events, special assignments, and investigations.

The schedule will be flexible in order to accommodate shift changes for training such as Ontario Police College, Canadian Police College, and other training sessions that involve eight (8) hour shifts.

This schedule must be flexible in order to accommodate special assignments such as drug raids, homicides, and other major crimes.

It is agreed that the Section Commander will assign hours of duty to Relief Shifts in accordance with operations requirements.

An adjustment will be made in each member's accumulated time bank at the end of each fiscal year to offset extra hours worked or any shortfall in hours worked.

## **SCHEDULE "J"**

### **TIME OFF IN LIEU OF PAID BENEFITS AND PAID & UNPAID LEAVES OF ABSENCE**

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.

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 purchasable 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 1st 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 1st 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 (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.

The Human Resources Committee will monitor the application of the aforementioned initiatives. 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. 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 purchasable 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.
5. Effective January 1, 2003, members on a leave of absence will not accrue sick leave, annual leave, statutory leave, and lieu leave.
6. A member who wishes to amend the termination date of the leave of absence shall notify the Chief of Police with two weeks written notice.



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

1. The five (5) Patrol Section Staff Sergeants will work on the same days and during the same shifts as their Patrol Sections, as per Schedule "D" Police Personnel and Cadets Working Agreement, and their hours of work will be modified, as necessary, to accommodate the shortage of a Staff Sergeant due to holidays or other absences.
2. One of the Patrol Section Staff Sergeants will be designated as the Relief Patrol Section Staff Sergeant.
3. The Relief Patrol Section Staff Sergeant and the Emergency Response Section Commander will provide appropriate coverage during the absence of the five (5) Patrol Section Staff Sergeants.
4. 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.

**SCHEDULE "L"****COMPRESSED WORK SCHEDULE - CADETS****APPENDIX 'A'****Cadet Schedule**

Cadet	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Position
	Off	Off	Off	Off	1530	1530	1530	Detention
	1530	Off	Off	2100	2100	2100	2100	Detention
	Off	Off	Off	0630	0630	0630	Off	Detention
	Off	1530	1530	1530	Off	Off	0630	Detention
	0630	0630	0630	Off	Off	2300	2300	Detention
	2300	2300	2300	2300	2300	Off	Off	Detention
	Off	Off	1400	1400	1400	1400	Off	Print
	Off	0730	0730	0730	0730	0730	Off	Courier
	Off	0800	0800	0800	0800	Off	off	Relief

The 2100 hour Wednesday shift will be changed to 0800 to 1800 hours when a Cadet is assigned to in-service training. If no cadet is assigned to in-service training, then the shift shall remain at 2100 to 0700 hours.

If no cadet is on leave during a given rotation, the relief schedule worked by the cadet will consist of four (4) 0800 to 1800 hour shifts, Monday through Thursday inclusive.

When the complement of cadets drops below nine (9) or there is long term absence due to sickness or WSIB claim, the Administration shall be permitted to assign cadets in a manner consistent with the provisions and spirit of the Working Agreement.

**SCHEDULE “M”****COMPRESSED WORK SCHEDULE - FRAUD SECTION**

1. The members of the Fraud Section will commence the “Compressed Work Schedule” outlined in Appendix A.
2. The features of the compressed work week schedule will conform to those outlined in Appendix B.
3. This schedule must be flexible in order to accommodate special assignments, such as drug raids, homicides, and other major crimes. This schedule will be flexible in order to accommodate shift changes for scheduled training, such as Ontario Police College, Canadian Police College, and other training sessions that involve Monday to Friday eight (8) hour shifts.

**APPENDIX “A”****FRAUD SECTION**

Week	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1.	Off	Off	Off	0700	0700	0700	0700
2.	0700	Off	Off	0700	0700	0700	Off
3.	Off	0700	0700	0700	0700	Off	Off
4.	Off	0700	0700	0700	0700	Off	Off
5.	Off	Off	0700	0700	0700	0700	Off
6.	Off	0700	0700	0700	0700	Off	Off

**SCHEDULE "M"****APPENDIX "B"****FEATURES OF THE FRAUD SCHEDULE**

1. The six (6) week cycle will occur 8.66 times in the course of a year.
2. Annual Leave will be picked on a weekly basis, Sunday to Saturday.
3. Members will be entitled to 96 hours Statutory Leave (includes Lieu Day).
4. Members shall be off during all recognized statutory holidays. If a member is scheduled to work during any statutory holiday, the member is required to utilize ten (10) hours from their 96 hours Statutory Leave Bank in order to take those statutory holidays off. If the statutory holiday falls on a members regular day off or during annual leave, it will be recorded as a day off or annual leave and any remaining time in the Statutory Leave Bank can be taken as requested by the member subject to approval of the Fraud Section Detective Sergeant or designate.
5. Shifts will consist of a day shift from 0700 hours to 1700 hours. A member can select to alter their shift to an afternoon shift subject to the approval of the Fraud Section Detective Sergeant or designate.

**SCHEDULE "N"****COMPRESSED WORK SCHEDULE - REPORT AUDITING UNIT**

Appendix "A"

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Off	0645-1645	0645-1645	Off	0645-1645	0645-1645	0645-1645
Week 2	0645-1645	Off	Off	0645-1645	0645-1645	1545-0145	Off
Week 3	Off	1545-0145	1545-0145	1545-0145	1545-0145	Off	Off
Relief 4	Off	0645-1645	0645-1645	0645-1645	0645-1645	Off	Off
Supervisor	Off	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	Off

Weeks 1, 2, 3 and 4 will be assigned to Police Constables who will rotate through said weeks.

Week 4 will be classified as "Relief Week" and this week will cover for the Constable on annual leave.

The Constables and Supervisor will select annual leave together as a unit by calendar weeks and only one member of the Unit may select leave during the same calendar week.

The supervisor will work eight (8) hour day shifts from Monday to Friday commencing at 8 a.m. and will take statutory holidays as they fall, in line with other sworn day shift workers.

This schedule will be flexible in order to accommodate shift changes for court appearances, in-service training, extended sickness, and during the period a member of the Unit is enjoying extended annual leave benefits as outlined in the Working Agreement.

**SCHEDULE "O"****COMPRESSED WORK SCHEDULE - COMMUNITY ORIENTED RESPONSE**

## Appendix A

Team	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	Off	Off	Off	1400- 2400	1600- 0200	1600- 0200	1600- 0200
2	Off	Off	1400- 2400	1400- 2400	1600- 0200	1600- 0200	Off
3	Off	Off	0800- 1800	0800- 1800	0800- 1800	0800- 1800	Off
4	Off	1400- 2400	1400- 2400	1400- 2400	1600- 0200	Off	Off

Each member will be assigned to one of four teams and will rotate through the schedule in order.

Two officers from the Unit may be on leave at any one time; however, only one officer from a team may be on leave during any period.

Officers will select leave by forty (40) hour blocks in each week.

This schedule will be flexible in order to accommodate shift changes for court appearances, community needs, meetings, special events, major criminal investigations, training requirements, and during the period a member is enjoying extended annual leave benefits as outlined in the Working Agreement.

**SCHEDULE "P"****COMPRESSED WORK SCHEDULE - TRAFFIC MANAGEMENT UNIT**

## Appendix A

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0645	Off	Off	0645	0645	0645	Off
2	Off	1245	1245	1245	Off	Off	0645
3	0645	0645	0645	Off	Off	1245	1245
4	1245	Off	Off	1245	1245	1245	Off
5*	Off	0645	0645	0645	0645	Off	Off
6	Off	Off	Off	Off	0645	0645	0645
7	0645	Off	Off	0645	0645	0645	Off
8	Off	1245	1245	1245	Off	Off	0645
9	0645	0645	0645	Off	Off	1245	1245
10	1245	Off	Off	1245	1245	1245	Off
11	Off	0645	0645	0645	0645	Off	Off
12	Off	Off	Off	Off	0645	0645	0645

\*Yearly, at the completion of annual leave selection, if necessary for coverage during leave, these shifts will be changed to 1245.

**SCHEDULE "Q"****COMPRESSED WORK SCHEDULE - VICE AND DRUG UNIT**

Appendix "A"

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	Off	1545-0145	1545-0145	1545-0145	1545-0145	Off
Off	0745-1645	0745-1645	0745-1645	0745-1645	Off	Off
Off	Off	Off	0745-1645	0745-1645	0745-1645	0745-1645

The schedule will be flexible in order to accommodate shift changes for training, such as Ontario Police College, Canadian Police College, and other training sessions that involve eight (8) hour shifts.

The schedule will be flexible at the discretion of the Division Commander and with reasonable notice, in order to avoid members working on certain statutory holidays.

Only one officer from each Unit may be on scheduled leave at one time.



**SCHEDULE "R"****COMPRESSED WORK SCHEDULE - EMERGENCY RESPONSE SECTION**

## Appendix A

## Three team deployment

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	0745- 1745	0745- 1745	0745- 1745	0745- 1745	Off	Off
Off	Off	Off	0745- 1745	1745- 0345	1745- 0345	1745- 0345
1745- 0345	Off	Off	0745- 1745	0745- 1745	0745- 1745	Off

This schedule will be flexible in order to accommodate operational commitments and training.

Officers will pick leave by blocks and remaining hours will be picked in days after block picking is completed. The balance of hours falling short of full days may be taken on a mutually agreed time between the member and the section commander.

Officers will continue to carry pagers and be on call when off duty on a non-compensation basis. ERS officers on call will not be required to maintain a readiness status at all times.



**Schedule "A1 - Headquarters Uniform"**

Team	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Off	1345	1345	1345	Off	Off	0645 (2) 0745 (1)
2	0645 (2) 0745 (1)	0645 (2) 0745 (1)	Off	Off	1345	1345	1345
3	1345	Off	Off	0645 (2) 0745 (1)	0645 (2) 0745 (1)	0645 (2) 0745 (1)	Off
4	Off	Off	0645 (2) 0745 (1)	0645 (2) 0745 (1)	0645 (2) 0745 (1)	Off	Off

Each team consists of three constables. Day shifts will have two (2) constables starting at 0645 hours and one (1) constable starting at 0745 hours.

**SCHEDULE "T"**

Effective July 1, 2004, the Association agrees that at the time of hiring a new cadet employee, the Board has the right to request the cadet enter into the "Cadet Employment Agreement" as listed below.

**CADET EMPLOYMENT AGREEMENT**

**BETWEEN:**

**THE LONDON POLICE SERVICE**

-and-

\_\_\_\_\_

**WHEREAS** the London Police Service ("the Service") has identified the need for cadets to assist in the operations of the Service;

**AND WHEREAS** an offer of employment in the Service's cadet program has been extended to \_\_\_\_\_, ("the Cadet");

**THEREFORE**, the Service and the Cadet covenant and agree as follows:

1. This Agreement will become effective upon the date signed by the Service and the Cadet, for a term of two years, renewable thereafter at the instance of the Service for a further term not to exceed a period of one year.
2. The Cadet understands and agrees that this term of employment is not a guarantee of further employment in a constable position.
3. It is understood and agreed that, prior to being considered for a position as a constable with the Service, the Cadet will provide an Ontario Association of Chiefs of Police (O.A.C.P.) certificate, current and valid at the time of application for a constable position, obtained at his/her own expense and on his/her own time. The Cadet understands and agrees that if his/her certificate is no longer current and valid due to the expiration of the PREP (physical) testing component, the Cadet will complete the PREP test on his/her

own time and at his/her own expense, prior to being considered for a position as a constable.

4. The Cadet understands and agrees that, in order to be considered for a position as a constable, he/she must be successful in all states of the constable recruitment process, including positive supervisory evaluations, a recommendation from his/her supervisor, a positive recommendation by a selection board, and successful completion of an updated background investigation.
5. The Cadet understands and agrees that, in addition to this Agreement, his/her employment with the Service will be governed by the terms and conditions of the Working Agreement between the London Police Services Board and the London Police Association.

**DATED** this    day of        2004, at the City of London, in the County of Middlesex.

For the Cadet: \_\_\_\_\_

For the Service: \_\_\_\_\_

**Signed this                    day of October, 2004**

**For the Police Services Board:**

**For the Association:**

\_\_\_\_\_  
**Jan Richardson, Chair**

\_\_\_\_\_  
**Robert Hardy, President**

**Witness: \_\_\_\_\_**  
**Wm. Murray Faulkner, Chief of Police**