

2006 - 2007

WORKING AGREEMENT

between

THE LONDON POLICE SERVICES BOARD

RECEIVED
20 OCT 31 2006

and

THE LONDON POLICE ASSOCIATION
(Civilian Personner)

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THIS Agreement made this 23rd day of March,
in the year of Our Lord two thousand and six.

BETWEEN:

THE LONDON POLICE SERVICES BOARD
(hereinafter called the Board)

OF THE FIRST PART

AND

THE LONDON POLICE ASSOCIATION
(hereinafter called the Association)

OF THE SECOND PART

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

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

AND WHEREAS in this Agreement the term "member" means all civilian members of the Police Service falling within the position classifications 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 civilian members of the London Police Service.
- 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 civilian members on the active payroll of the London Police Service on or after January 1, 2006 to December 31, 2007, and such Agreement will continue thereafter until replaced by a new decision, agreement or award.

For the purpose of calculating retirement benefits, retirement means the date the 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 -JOB CLASSIFICATION

- 3:01 The Association recognizes the Board has the right to reclassify or revise any of the positions or classifications contained in this Agreement, to establish a position or classification not already contained in this Agreement, or to declare redundant any existing position or classification and to transfer any of the functions of such redundant positions or classifications to any other position or classification.
- 3:02 When the Association or a member is of the opinion the rate of pay of any new or changed classification is unfair or improper, or where a position has substantially changed, the Association, member or Board may request a re-evaluation of the position according to the Joint Job Evaluation Committee Letter of Understanding. This does not preclude the Association from filing a grievance in accordance with the procedure set forth in this Agreement.
- 3:03 When an employee is the successful applicant for a position in a lower classification than their own, or demoted to a new position in a classification lower than their own, the member's salary will remain unchanged until the next scheduled increment in the new pay band based on the member's anniversary date after which they will progress to the next highest rate. The date of transfer will become the new anniversary date for the member to progress through the new pay band.

When a member is the successful applicant for positions in higher classifications than their own they will move to the next highest salary rate in the new band. Upon approval of the Chief or designate, exceptions can be made provided that the member's salary is not lower than the next highest salary rate. The date of transfer will become the new anniversary date for the member to progress through the new pay band.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4:01 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" to this Agreement shall apply.

ARTICLE 5 - SENIORITY

- 5:01 Seniority shall be established for members falling within the classifications set out in Schedule "A" and such seniority shall be based upon the member's continuous service with the Board, calculated from the date upon which the 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.
- 5:02 Seniority lists shall be established by the Board for members. Such lists shall be revised and posted prior to July first of each year and a copy filed with the Association.
- 5:03 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 through the Grievance Procedure;
 - (c) If a member who has been laid off does not report for work within five (5) days of recall, as provided in Article 6, Item 6:01.
- 5:04 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 on active service with the Armed Services, upon leave previously being granted by the Board.
- 5:05 All members shall be considered to be employed for a twelve (12) month probationary period and shall not have recourse to grievance procedure in the event of dismissal within the said probationary period.
- 5:06 Insofar as members covered by this Agreement are concerned, seniority provisions are for the purpose of determining the entitlement to holidays and vacations, sick leave benefits, and the order of layoff or recall for members.

ARTICLE 6 - LAYOFF AND RECALL

- 6:01 Members laid off due to a reduction in staff and who fail to return to work within five (5) working days after a 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 forfeit all seniority rights, except in the case of sickness or other just cause agreed upon by the Board.

6:02 In the event of a layoff and the recalling of members, the rules as to seniority shall apply and, where laid off members are subject to recall, they shall be recalled in the inverse order in which they were laid off. Where there is a job vacancy to be filled, laid off members shall be recalled before new members are hired to fill such vacancy. These provisions are subject to the qualification that laid off members shall, in the opinion of the Board, possess the necessary qualifications to perform the work required.

ARTICLE 7 - FILLING OF VACANCIES

Definitions:

- a) A *“temporary part-time member”* is an individual who is hired to fill a temporary vacancy occurring within a “permanent part-time” job classification and who regularly works 24 hours or less per week.
- b) A *“temporary full-time member”* is a member who is hired to fill a temporary vacancy occurring within a “permanent full-time” job classification and who regularly works 40 hours per week.

Filling of Vacancies:

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- 7:01 In the event of a vacancy occurring among the classifications of members, the Chief of Police shall cause the same to be posted conspicuously for a minimum of fourteen (14) calendar days. The posting shall be explicit as it relates to the qualifications required of the successful candidate. Applications shall first be received only from permanent members. The Administration shall make every effort to hire from the permanent member applicants. If the Administration determines that there is no suitably qualified permanent member, the Chief will then repost the job vacancy for a minimum of seven (7) calendar days and any temporary members may apply to fill the position. The filling of such vacancy shall be at the Chief’s discretion. Posting of a notice of vacancy may be waived by agreement of the Chief of Police and the Association.
- 7:02 When a member on leave of absence, extended illness or leave granted in accordance with the provisions of Article 18 (pregnancy leave, adoptive leave, and parental leave) returns to duty, the successful applicant shall return to the applicant’s former duties. If the member does not return to duty, the Board shall forthwith cause the job vacancy to be posted again in accordance with the criteria above. The selection of a person to fill such vacancy shall be at the sole discretion of the Chief of Police.

- 7:03 If qualified, a permanent part-time member shall have first right of refusal after permanent full-time members, to any permanent full-time position that may become available as a result of a vacancy or the creation of a new position.
- 7:04 Where an employee has filled a position on a temporary, full-time basis for at least eighteen (18) months and the filling of said vacancy has gone unchallenged as per the grievance procedure as set out in Schedule B, the employer may assign him/her to the position on a permanent basis and Article 7:01 shall not apply.

Temporary Vacancies

- 7:05 In the event of a vacancy occurring among the classifications of members by reason of a leave of absence, extended illness or leave granted in accordance with the provisions of Article 18 (pregnancy/adoptive/parental leave) of this Agreement, it shall be the Chief's discretion as to whether the position will be filled. In the event the position is to be filled, the Chief of Police shall cause the same to be posted conspicuously for a minimum of fourteen (14) calendar days. The posting shall be explicit as it relates to the qualifications required of the successful candidate. Applications shall first be received only from permanent members. The Administration shall make every effort to hire from the permanent member applicants. If the Administration determines that there is no suitably qualified permanent member, the Chief will then repost the job vacancy for a minimum of seven (7) calendar days and any temporary members may apply to fill the position. Posting of a notice of vacancy may be waived by agreement of the Chief of Police and the Association.
- 7:06 It is understood that when a vacancy occurs within a job classification by reason of a leave of absence, extended illness, or leave granted in accordance with the provisions of Article 18, the Chief of Police is not required to post more than two (2) notices for any such vacancy. If a full time employee is the successful applicant for such a temporary position, then the Chief shall cause that vacancy to be posted. If a second full time employee is the successful applicant for the second vacancy, then the Chief can hire directly from outside. This would limit the internal ripple effect to two (2) temporary transfers.

The Chief of Police may waive the posting for a temporary vacancy that is not expected to exceed ninety (90) days. Other postings may be waived by agreement of the Chief of Police and the Association.

- 7:07 The Board shall employ a temporary member under the following condition only:
- (i) A temporary member may be employed to fill a vacancy created by a leave of absence, extended illness, maternity, parental, or adoptive leave, or a vacancy created as a result of a permanent employee being selected to fill a temporary vacancy in accordance with the above criteria.

- 7:08 The period of employment shall not exceed six (6) months in the case of an approved leave of absence or twelve (12) months in the case of extended illness or leave granted in accordance with the provisions of Article 18 (pregnancy leave, adoptive leave, and parental leave), except by mutual agreement of the parties; or
- (i) For a definite term or task requiring a non-permanent member, for a specified period not to exceed six (6) months; or
 - (ii) For long-term temporary service in excess of six (6) months, the terms and conditions of such contracting in of a temporary employee shall be agreed to by the Board and the Association.

7:09 No person shall be employed on a temporary basis to fill a newly created or previously existing full-time position without the agreement of the Association. If qualified, a temporary member shall have first right of refusal, after permanent members, to any permanent position that may become available as a result of a vacancy or the creation of a new position.

7:10 The temporary member shall be entitled to salary and compensation for the entire specified period, subject to the Board's right to terminate for cause in accordance with Article 2 of the Working Agreement.

A temporary full-time member shall be paid in accordance with the provisions of Schedule "A". A temporary part-time member shall be paid at the same hourly rate as a full-time member and shall progress through the pay grid considering regular hours scheduled to work (i.e. 1,044 hours for each six-month increment and 2,088 hours for each one year increment).

7:11 ■ In lieu of group benefits including Medical and Dental (Article 17), Life Insurance (Article 16), Accidental Death & Dismemberment (Article 16) and Long Term Disability, (Schedule 'C', Part "B"), as provided in the Civilian Working Agreement, temporary members shall receive ten (10) per cent of the hourly rate of pay for regular hours scheduled to work, added to the member's hourly rate of pay.

7:12 Pension deductions as provided for in Article 9 will commence at the time of permanent appointment. Prior service "buy back" would be subject to OMERS regulations.

Notwithstanding the above, a temporary member may be entitled to participate in the OMERS Pension Plan in accordance with the provisions of the *Pension Benefits Act* and the *OMERS Act*. The Board shall notify the member and the Association when the member qualifies for membership in the OMERS Plan.

7:13 A temporary member shall be compensated for vacation on a pro-rated basis considering the hours regularly scheduled to work, the term of the appointment, and in accordance with benefits under Article 13.

- 7:14 A temporary member shall be entitled to Statutory Holidays and Paid Holidays in accordance with Article 14; however, entitlement shall be pro-rated considering the hours regularly scheduled to work. The entitlement to an additional paid day off (lieu day) shall be one-half (½) day where less than 1,044 hours are scheduled to work per calendar year and one (1) day for 1,044 hours or greater hours scheduled to work per calendar year.
- 7:15 A temporary member shall be paid at a rate of two times (2.0) the member's hourly rate of pay for all hours worked on Statutory Holiday and Paid Holidays as listed under Article 14 of this Agreement. In addition, the member shall receive time off equivalent to the hours regularly scheduled to work, in lieu of any statutory holiday worked.
- 7:16 A temporary member shall be entitled to 10 working days of sick leave per calendar year, pro-rated based on hours regularly scheduled to work. In addition, a temporary member may take a leave of absence in accordance with Schedule C: Part B, 9. (compassionate sick leave), with entitlement to such leave pro-rated based on hours regularly scheduled to work.
- 7:17 A temporary member shall be entitled to Bereavement Leave in accordance with Article 19.
- 7:18 Notwithstanding Article 5:01, a temporary member shall accumulate seniority from the date of hire pro-rated based on hours regularly scheduled to work. Seniority shall have effect wherever seniority has application in this Agreement, but it shall not apply when in conflict with the seniority rights of permanent members.
- 7:19 Temporary employees who become permanent employees without a break in service will have their seniority applied from the date of the temporary appointment. Temporary employment will then also count towards the twelve (12) month probationary period as per Article 5:05. A break in service occurs where employment is interrupted for more than eight (8) calendar days.
- 7:20 A temporary member shall not be entitled to provisions of the following Articles:
(a) Article 6:01;
(b) Article 6:02

ARTICLE 8 - SICK LEAVE CREDITS

- 8:01 Sick leave as it pertains to members shall be in accordance with Schedule "C" to this Agreement.

ARTICLE 9 - PENSIONS

9:01 The parties agree that the provisions applicable to members shall be provided in accordance with and subject to the provisions of the *Municipal Act, The Ontario Municipal Employees Retirement Systems Act and Regulations*, and By-Laws and Agreements of the Corporation of the City of London.

BASIC PLAN:

By-Law A.-3571-328

June 16, 1964

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

Individual Buy-Back of eligible public service introduced

1992 - Contributions cease after 35 years of credited service

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

SUPPLEMENTARY BENEFITS ADDED:

By-Law A.-4125-536

October 21, 1974

Provided Type I Supplementary Benefit

By-Law A.-4747-100

April 2, 1984

Provided Type III Supplementary Benefits

(a) 30 Year Provision and

(b) Permanent Partial Disability Benefits

By-Law A.-5252-334

November 4, 1999

Provided Supplementary Optional Service effective January 1, 1991

9:02 The OMERS survivor benefit is available to the eligible partner of a deceased pensioner even if the marriage took place after the member's retirement.

9:03 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 10 - HOURS OF WORK

- 10:01 (a) The normal work week shall, except for shift members, consist of five (5) eight (8) hour days from Monday to Friday inclusive, including one (1) hour off for lunch, for a total of forty (40) hours per week. The normal work day shall not commence before 0700 hours nor finish later than 1800 hours. Lunch periods may be on a staggered basis as arranged by the worker's supervisor.
- (b) Subject to the other provisions of this Agreement, any variations during the term of this Agreement in the normal work week or daily hours of work beyond the limitations in Item 10:01, Clause (a) shall be negotiated by the parties.
- (c) 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 member shall receive one (1) hour accumulated time. (This allowance will not apply to a member who requests the last hour of the member's scheduled tour of duty for relief, such request is granted, and subsequently the member is not allowed an hour due to the requirements of service.)

10:02 **SHIFT**

- (a) The Board has the sole right to schedule shifts as required.
- (b) In this Agreement, "shift" shall mean hours that any individual member is scheduled to work, with the exception of a member whose hours of work are within the normal work day and normal work week as defined in Item 10:01.
- (c) Except as otherwise agreed to by the Board and the Association, a shift shall consist of eight (8) consecutive hours including up to one (1) hour for lunch.

10:03 **A member scheduled to work on a shift:**

- (a) Commencing on or after 1200 hours and not later than 2400 hours shall be paid a shift premium of forty-five cents (.45) for each hour worked;

- (b) Commencing between 0500 hours on a Saturday and 0100 hours the following Monday, shall be paid an additional shift premium of forty-five cents (.45) per hour for each hour worked on each such shift. Shift premiums shall be paid up to a maximum of eight (8) hours per shift, with the exception of those members working the schedules as provided in Schedules D, E, F, I, J and K. Those members shall be paid shift premiums for the hours normally scheduled for each shift, provided such hours are worked.

Effective January 5, 2007, shift premium calculations may be amended to facilitate easier administration of this benefit recognizing varying shift schedules. Members will not be adversely impacted by any changes. Any amendments recommended will be agreed to between the parties.

10:04 **SHIFT PREMIUMS AND OVERTIME** - Under no circumstances shall any member be entitled to receive both overtime payment and shift premium.

10:05 (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 19 or to a member who has been approved leave by the Workplace Safety and Insurance Board.

(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.

10:06 Garage Attendants shall work a compressed work week schedule, as provided under Schedule D of this Agreement. Such schedule includes eight (8) and ten (10) hour shifts and a paid lunch hour, as provided in Schedule "D", is included in such eight (8) or ten (10) hour shift.

- 10:07 Where a member's off-duty hours between shifts are less than ten (10) hours, the provisions of Article 10:01 (a) only will apply. Overtime consecutive to the first shift shall be considered to be part of the minimum time off between consecutive shifts.
- 10:08 C.P.I.C. Operators shall work a compressed work week schedule, as provided under Schedule E of this Agreement.
- 10:09 The Civilian Communication Operators shall work the compressed work week outlined in Schedule "F" of this Agreement.
- 10:10 Members of the Family Consultant Unit shall work the compressed work week outlined in Schedule "I" of this Agreement.
- 10:11 Members of the Court Prisoner Security Unit shall work the compressed work week outlined in Schedule "J" of this Agreement
- 10:12 Members of the Switchboard Unit shall work the compressed work week as outlined in Schedule "K" of this Agreement.

ARTICLE 11 - CALL BACK

- 11:01 (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. In addition, the member will be paid at the appropriate overtime rate for all time worked. If the member does not have to attend the aforementioned locations the member will be entitled to one (1) hour at straight time rates.
- (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 **11:01** (d) and **11:02** will not apply.
- (d) If a member is called back to duty from a Statutory Holiday, as stipulated in Article **14:01**, 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 **11:02** will not apply.

11:02 When a member is recalled for 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.

11:03 When a member is recalled to duty while on day off with leave, the member shall receive sixteen (16) hours of 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.

ARTICLE 12 - OVERTIME

12:01 Where a member is required to work overtime consecutive to a regularly scheduled shift, such member shall be compensated for overtime worked at time and one-half the member's regular rate of pay.

12:02 All members working overtime on a Sunday shall be compensated at two (2) times the member's rate of pay.

12:03 Where a member is required to work five (5) hours or more of overtime consecutive to a regular scheduled shift, such member shall be compensated for all such overtime worked at two (2) times the member's regular rate of pay.

12:04 All voluntary hire ons (shifts) shall be paid at the rate of one and one half times the member's normal rate of pay. All overtime beyond the normal scheduled shift hours worked on a Sunday or statutory holiday, however, will be paid at two (2) times the member's regular rate of pay.

Hire ons for shifts commencing on statutory or paid holidays will be paid at two (2) times the member's rate of pay, as per item 14:03.

12:05 A member who is required to work overtime for more than three (3) hours shall, whenever practicable, be allowed one-half hour, to be paid for at the member's regular straight time hourly rate, at the end of the member's regular shift for meal time. This half hour may be staggered to provide continuous operation when necessary.

12:06 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).

12:07 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 30th.

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.

12:08 A member may, at the time bonus pay is earned, as mentioned in Item 14:03 (statutory or paid holiday) elect to accumulate time in lieu of payment.

ARTICLE 13 -VACATION

13:01 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.

13:02 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 and less than 10 years service	3 weeks (120 hours)
10 and less than 15 years service	4 weeks (160 hours)
15 and less than 23 years service	5 weeks (200 hours)
23 years and less than 28 years service	6 weeks (240 hours)
28 years service or more	7 weeks (280 hours)

Commencing **January 1, 2007** a member on strength on the first day of January shall, in the year of entitlement and annually thereafter, be granted a vacation with full pay on the following basis:

Less than 3 years of service	2 weeks (80 hours)
3 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.

13:03 When a member leaves the service of the Service without qualifying for a full year's vacation entitlement, the member shall receive such vacation entitlement for the time served on a prorated basis, calculated from January first of the calendar year in which the member leaves the Service.

13:04 Annual vacations shall be selected by all members in order of seniority. Nothing herein amends or alters the right of an individual member to select consecutive weeks of such annual vacation to which the member may have entitlement under the provisions of Item 13:02.

Annual leave selections shall be completed by November 15 of each year for the year following. A member shall make a selection of leave within seventy-two (72) hours of being notified that he or she is next to choose or the selection may be passed onto the member who stands next in seniority.

13:05 in the calendar year in which a member completes thirty (30) years of service 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 13:02, to provide thirteen (13) 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 seven (7) weeks will be blocked off the holiday list of the qualifying member's unit.

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

13:06 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.

ARTICLE 14 - STATUTORY AND PAID HOLIDAYS

14:01 All members shall be granted the following statutory and paid holidays in each year:

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

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

- 14:02 Each member shall have entitlement to an additional day off, to be taken as time off at a mutually convenient time to the member and the member's supervisor.
- 14:03 A member who works on a statutory or paid holiday shall be paid two (2) times the member's regular rate of pay for all hours worked. In no event shall such member be entitled to shift premium for work during this period.
- 14:04 Where a statutory or paid holiday falls on a Saturday and/or Sunday, day shift personnel shall be granted the following Monday and/or Tuesday as day(s) off in lieu thereof.
- 14:05 Members, other than Summons Servers, who work rotating schedules which could include a Saturday, and/or Sunday, shall choose two (2) weeks of accumulated statutory or paid holiday leave in order of inverse seniority following selection of annual leave. Additional days will be taken at times mutually agreed upon between the member and the member's supervisor.

Accumulated statutory or paid holiday selections shall be completed by November 30th of each year for the year following. A member shall make a selection of leave within seventy-two (72) hours of being notified that he or she is next to choose or the selection may be passed on to the member who stands next in seniority.

- 14:06 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 14:03 as it relates to being reimbursed double time 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 15 – GROUP BENEFITS

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.

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

ARTICLE 16 – LIFE INSURANCE

- 16:01 (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 sixty thousand dollars (\$160,000). Effective April 1, 2006 to a maximum of one hundred and seventy-five thousand dollars (\$175,000.00).
- (b) The Board will provide the opportunity for members to purchase additional life insurance coverage at the member's cost up to a maximum of \$100,000.00.
- 16:02 The Board shall make available at the members cost, dependant life insurance to a maximum of \$15,000 per dependant.

ARTICLE 17 – MEDICAL AND DENTAL

- 17:01 The Board will contribute one hundred percent (100%) of the premiums for major medical coverage which includes the following:
- (a) Semi-private hospital accommodation;
- (b) Vision Care
- Three hundred dollars (\$300) every twenty four (24) months plus a twelve (12) month prescription rider; or coverage for laser eye surgery based on three hundred dollars (\$300) every twenty four (24) months.
 - The 5/12ths employee portion of the employment 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.
- (c) Prescription Drugs
- A generic drug card prescription plan
 - Seven dollar (\$7) dispensing fee cap
- (d) Extended Health Benefits
- It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits.
- Hearing Aids, three hundred dollars (\$300) every twenty four (24) months.
 - Private duty home nursing, ten thousand dollars (\$10,000) per disability.
 - Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand (\$50,000) for elective care benefits, with no daily limit. In addition the plan will 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 a maximum of five hundred dollars (\$500) each calendar year above provincial coverage, if any, 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 one hundred percent (100%) top up of provincial coverage to a maximum of five hundred dollars (\$500) 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 amounts covered by WSIB considering limits of coverage as stipulated above.
- Coverage for custom orthotics shall be a maximum of five hundred dollars (\$500) based upon a 50/50 co-payment of two hundred and fifty dollars (\$250) payable by the carrier once every calendar year.

Effective September 1, 2006

- Eye examinations will be covered to a maximum of eighty dollars (\$80) once every twenty four (24) months.

Effective January 1, 2007

- Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist, speech therapist, chiropractor and massage therapy shall be covered to a maximum of one thousand five hundred dollars (\$1,500) per calendar year per participant.
- Coverage for custom orthotics shall be a maximum of five hundred dollars (\$500) based upon a twenty five percent (25%) employee co-payment, three hundred and seventy five dollars (\$375) maximum payable by the carrier, once each twenty four (24) months.

17:02 Dental

The Board shall contribute one hundred percent (100%) of the cost of premiums of dental coverage which includes the following, reimbursed in accordance with the current ODA fee guide for general practitioners:

- (a) Orthodontic
A lifetime maximum of five thousand dollars (\$5,000) based upon a 50/50 co-payment of two thousand five hundred dollars (\$2,500) payable by the carrier.
- (b) Major Restorative
Crowns, caps and bridges to a lifetime maximum of three thousand dollars (\$3,000) based upon a 50/50 co-payment of one thousand five hundred (\$1,500) dollars payable by the carrier.

- (c) Dental Examinations
Frequency of dental recall examinations will be once every nine (9) months.
- (d) The Board shall contribute one hundred percent (100%) of the cost of premiums toward pit and fissure sealants for children up to the age of twelve (12) years (One service per child every two (2) years if required.)

17:03 **RETIREE BENEFITS**

Election must be made to continue benefits, where applicable, one (1) month prior to retirement, to take effect the first of the month following retirement.

Benefit coverage ceases if available to the retiree through other employment or through the retiree's partner or upon the retiree reaching the age sixty-five (65) years. 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. A partner cohabitating with the member at the time of the member's retirement is eligible under this item.

All specified limits include claims as an active member.

Medical and Hospitalization

A member retiring after July 1, 1987 on an unreduced OMERS pension shall have the option to continue participation in the retirees Medical and Hospitalization 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. 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.

Coverage is as follows:

(a) Retirement Date prior to June 18, 1999

1. Semi private hospital accommodation.
2. Vision Care
 - One hundred and fifty dollars (\$150) every thirty six (36) months plus a twelve (12) month prescription change rider.
 - The 5/12ths employee portion of the employment 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.
3. Prescription Drugs
 - A generic drug card prescription plan.
 - A one dollar and fifty cent (\$1.50) co-pay fee per prescription.

4. Extended Health Benefits

It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.

- Hearing aids three hundred dollars (\$300) every twenty four (24) months.
- Private duty home nursing, ten thousand dollars (\$10,000) per disability.
- Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will 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 twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.
- Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.
- Coverage for custom orthotics shall be a twelve (12) month maximum of one hundred dollars (\$100).

Retirement date June 18, 1999 -June 30, 2000

1. Semi private hospital accommodation.

2. Vision Care

- One hundred and fifty dollars (\$150) every thirty six (36) months plus a twelve (12) month prescription change rider.
- The 5/12ths employee portion of the employment 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.

3. Prescription Drugs

- A generic drug card prescription plan.
- A one dollar and fifty cent (\$1.50) co-pay fee per prescription.

4. Extended Health Benefits

It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.

- Hearing aids three hundred dollars (\$300) every twenty four (24) months.

- Private duty home nursing, ten thousand dollars (\$10,000) per disability.
- Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will 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 twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.
- Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.
- Coverage for custom orthotics shall be an annual maximum of five hundred dollars (\$500) based upon a 50/50 Co-payment of two hundred and fifty dollars (\$250) payable by the carrier.

(b) Retirement July 1, 2000 - December 31, 2005

1. Semi private hospital accommodation.
2. Vision Care
 - Two hundred and fifty dollars (\$250) every thirty six (36) months plus a twelve month prescription change rider.
 - The 5/12ths employee portion of the employment 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.
3. Prescription Drugs
 - A generic drug card prescription plan.
 - A one dollar and fifty cent (\$1.50) co-pay fee per prescription.
4. Extended Health Benefits

It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.

 - Hearing aids three hundred dollars (\$300) every twenty four (24) months.
 - Private duty home nursing, ten thousand dollars (\$10,000) per disability.
 - Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will 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 twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.
- Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.
- Coverage for custom orthotics shall be an annual maximum of five hundred dollars (\$500) based upon a 50/50 co-payment of two hundred and fifty dollars (\$250) payable by the carrier.

(c) Retirement post December 31, 2005

1. Semi private hospital accommodation.

2. Vision Care

- Three hundred dollars (\$300) every twenty four (24) months plus a twelve (12) month prescription change rider; or, coverage for laser eye surgery based on three hundred dollars (\$300) every twenty four (24) months.
- The 5/12ths employee portion of the employment 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.

3. Prescription Drugs

- A generic drug card prescription plan
- Seven dollar (\$7) dispensing fee cap

4. Extended Health Benefits

- It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.
- Hearing aids three hundred dollars (\$300) every twenty four (24) months.
 - Private duty home nursing, ten thousand dollars (\$10,000) per disability.
 - Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will 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 a maximum of five hundred dollars (\$500) each calendar year above provincial coverage, if any, 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 one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of five hundred dollars (\$500) 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 amounts covered by WSIB considering limits of coverage as stipulated above.
- Effective January 1, 2007 coverage for custom orthotics shall be a maximum of five hundred dollars (\$500) based upon a twenty five percent (25%) employee Co-payment, three hundred and seventy five dollars (\$375) maximum payable by the carrier, once each twenty four (24) months.

(d) **Out of Province Coverage – Retirees age 65 to 75**

Effective June 1, 1999 retired members attaining the age of sixty five (65) may purchase additional out of province coverage which provides coverage to the month of their seventy-fifth (75th) birthday. Enrolment will be offered only once, immediately following the member's 65th birthday. The premiums are subject to yearly review.

(e) **Dental – Retirees**

A member retiring after July 1, 1987, on an unreduced OMERS pension, shall have the option to continue participation in the retiree 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.

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.

Coverage is as follows:

1. Retirement date prior to June 18, 1999
 - Basic dental coverage.
 - Frequency of dental recall examinations will be once every six (6) months.
2. Retirement date June 18, 1999 through December 31, 1999
 - Basic dental coverage.
 - Frequency of dental recall examinations will be once every six (6) months.

- Major restorative coverage (crowns, caps, bridges etc.) to a lifetime maximum of three thousand dollars (\$3,000) based on a 50/50 copayment of one thousand and five hundred dollars (\$1,500) payable by the carrier.

3. Retirement date post January 1, 2000

- Basic dental coverage.
- Frequency of dental recall examinations will be once every nine (9) months.
- Major restorative coverage (crowns, caps, bridges, etc.) to a lifetime maximum of three thousand dollars (\$3,000) based upon a 50/50 copayment of one thousand five hundred dollars (\$1,500) payable by the carrier.

17:04 Life Insurance– Retirees

Effective January 1, 2003, the Board agrees to pay the cost of premiums to cover members who retire after January 1, 1984, with fifteen thousand dollars (\$15,000) of life insurance, until age sixty five (65) years.

17:05 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.

17:06 Survivor's Benefits

- (a) 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.
- (b) 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.

17:07 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.

17:08 Notwithstanding any of the provisions of Article 17, members who have a minimum of twenty five (25) years of service with the London Police Service and elect to retire on a reduced pension will receive the same group insurance benefits as a member who retires on an unreduced pension.

ARTICLE 18 - PREGNANCY LEAVE, ADOPTIVE LEAVE AND PARENTAL LEAVE

18:01 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.

18:02 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.

18:03 The Board will grant leave of absence, without pay, to a member who has attained thirteen weeks seniority and who becomes the adoptive parent of a child of less than five (5) years of age, for a period not exceeding six (6) months which period shall include the time both before and after becoming the adoptive parent. Such period shall not commence sooner than seven (7) days before becoming the adoptive parent.

18:04 Leave of absence for an adoptive parent with less than thirteen weeks (13) service may be granted at the sole discretion of the Board.

18:05 Before granting pregnancy leave, the Board may require a member to produce a physician's certificate verifying her pregnancy. In the case of an adoptive parent, the Board may require proof that the adoptive child is less than five (5) years of age at the time of adoption.

18:06 Pregnancy leave or adoptive 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 8 (Sick Leave Credits) and to make the contributions toward payment of premiums provided in Article 15 (Medical and Hospitalization) and Article 16 (Group Life and Income Indemnity Insurance).

18:07 The portion of benefits for which a member is responsible for payment in Article 15 (Medical and Hospitalization) shall be deducted from the last pay received prior to commencing pregnancy or adoptive leave.

18:08 Where an employee commences pregnancy leave as specified in Article 18:01 and receives Employment 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 going on 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 percent (75%) of the member's salary.

18:09 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. Effective Jan █ 2005 there will be a Parental Leave supplement of one hundred dollars (\$100.00) per week to a maximum of thirty five (35) weeks.

For members commencing **maternity leave** on or after September █ 2006 and where members are in receipt of Employment Insurance benefits for parental or adoptive leave pursuant to the Employment Insurance Act 1996, the board shall for a maximum of 25 weeks pay the difference between the Employment Insurance benefits and seventy percent (70%) of the member's salary.

For members commencing **parental leave** on or after January 1, 2007 and where members are in receipt of Employment Insurance benefits for parental or adoptive leave pursuant to the Employment Insurance Act 1996, the board shall for a maximum of 25 weeks pay the difference between the Employment Insurance benefits and seventy percent (70%) of the member's salary.

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 19 - BEREAVEMENT LEAVE

- 19:01 a) In the event of the death of a member's partner, common-law partner, 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 one ~~(1)~~ day with pay.
- 19:02 Any Senior Officer may extend the bereavement leave on the application of a member.

ARTICLE 20 - ASSOCIATION ACTIVITIES

- 20:01 Whenever the conditions of service permit, civilian representatives on the Executive Board of the Association shall be permitted sufficient time off duty to attend all Association meetings required by virtue of the office held by them in the Association.
- 20:02 If scheduled to work, two members shall be granted time off with pay to attend the Police Association of Ontario Convention, Sunday to Saturday inclusive of travel. Scheduled hours to be with pay to a maximum of five (5) days.
- Further, two (2) members shall be granted leave with pay to attend quarterly meetings of the Police Association of Ontario.
- 20:03 One (1) civilian member of the London Police Association, elected to the Board of Directors of the Police Association of Ontario, shall be granted up to twenty-five (25) working days off with pay, annually, to attend meetings required by virtue of office held in such Association.
- 20:04 The Bargaining Committee shall be composed of no more than five (5) members of the Association, including the Administrator, for the purpose of bargaining with the Board for renewal of the Working Agreement. The Board agrees to pay for a maximum of 16 (sixteen) hours of on-duty time for said Committee for each separate bargaining session.
- 20:05 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 condition of granting such leave of absence or secondment shall be negotiated by the Board and the Association and shall be the subject of a supplementary Agreement.
- 20:06 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.
- 20:07 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.
- 20:08 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.

20:09 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 21 - REST PERIODS

21:01 Members shall be entitled to two (2) rest periods of fifteen (15) minutes each during each working day. Such rest periods shall be taken at the time stipulated by the member's immediate superior.

ARTICLE 22 - SALARIES

22:01 The annual salaries of all members covered by this Agreement shall be as set out in Schedule "A" annexed hereto.

22:02 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.

ARTICLE 23 - ASSOCIATION DUES

23:01 The Association and the Board agree that membership in the Association is on a voluntary basis.

23:02 The Board agrees that all members of the Police Service, whether or not they are members of the Association, are required, as a condition of employment, to pay to the Association a sum equal to the monthly Association dues.

23:03 The Board will deduct from the pay due a member whatever sum may be authorized by any 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 is 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 Association and one (1) copy shall be filed with the Board. 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 24 - TRAVEL AND LIVING EXPENSES

- 24:01 All travel reimbursements for U.S. destinations will be paid in U.S. currency or equivalent.
- 24:02 Where travel is by commercial aircraft or train, the actual expenses will be reimbursed at the economy rate and shall be supported by a receipt. Proposed travel and accommodation expenses must be pre-approved by the Division Commander prior to travel arrangements being finalized.
- 24:03 Transportation expenses such as car rental, taxi cabs and parking shall be eligible for a claim when supported by receipts.
- 24:04 Where Service vehicles are the means of transportation; the actual expense for payment of gasoline is an allowable expense and shall be supported by receipts.
- 24:05 Registration and/or membership fees for attendance at conferences or conventions, when approved by the Chief of Police, shall be an allowable expense when a receipt for such payment is produced.
- 24:06 Where a member is required to stay overnight in another jurisdiction, reasonable hotel accommodation expense is allowable and shall be supported by receipt.
- 24:07 When, by virtue of the member's duties (a member's duties include attendance at seminars, courses and conferences), a member is required to travel to another municipality, such member shall be allowed reasonable living expenses as follows:
- (a) Where a member is required to stay overnight in another municipality reasonable hotel accommodation expense is allowable and shall be supported by receipt;
 - (b) Fifteen dollars (\$15.00) for breakfast when a tour of duty commences in another municipality;
 - (c) Fifteen dollars (\$15.00) for lunch when away from the City of London from 1200 hours to 1300 hours. Members are not entitled to this allowance when attending in-service training at locations within 60 kilometres of the City of London provided advanced notice of the training has been given.
 - (d) Twenty five dollars (\$25.00) for dinner when returning to the City of London after 19:00.

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.

- 24:08 A member who is required to stay overnight in another jurisdiction, (other than at the Ontario Police College or Canadian Police College) while on course or attending a seminar shall, in addition to the allowances mentioned in Item 24:01, 24:02, 24:03, 24:04, 24:05, 24:08, receive a per diem allowance of fifty dollars (\$50.00) per day.
- 24:09 A member who travels to a course location by utilizing the member's private motor vehicle shall receive reimbursement at the rate of forty cents (.40) per kilometre.

ARTICLE 25 - PERSONNEL FILE

- 25:01 All matters relating to a member of the Service 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.
- 25:02 Records and references pertaining to an investigation of a disciplinary matter that led to a formal hearing 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.
- 25:03 When a member is counselled, admonished, or disciplined, in accordance with the Informal Discipline procedure, then all records will be expunged from the PMO 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 expunction would be calculated following the date of the last incident.
- 25:04 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 PMO 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 expunction would be calculated following the date of the last incident.

ARTICLE 26 - SERVICE PAY

- 26:01 A member qualified by service requirements shall receive one hundred and thirty-five dollars (\$135.00) annually for every five (5) years of continuous service.
- 26:02 Members entitled to service pay shall receive such pay in one (1) instalment in December of the year of entitlement.
- 26:03 A member who leaves the service prior to normal payment of service pay, shall be paid on a pro-rated basis for the portion of the year served.
- 26:04 In the event of the death of a member, the Board agrees to pay the estate of the member an amount equal to the service entitlement for that year, calculated to the date of death of such member.

ARTICLE 27 - TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 27:01 When an employee is assigned on a temporary basis to perform work in a position classification other than the member's own and there is a difference in the rates of pay for the two (2) positions, the member shall be paid the next higher of the two (2) rates for all days worked in the position in excess of fifteen (15) days.
- 27:02 For permanent members, all time spent in a position in a higher classification in a temporary capacity will be retained by the member performing this work and should the member eventually be placed in that position permanently the time spent in the temporary capacity will count toward the member moving through that pay grid.

ARTICLE 28 - TRAINING COURSES

- 28:01 Upon receipt of advance approval of the Deputy Chief, Administration, any member who completes a course of study and such course is related or beneficial to the police service, the member 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.

- 28:02 If a member wishes to take time off from work for attendance at a university or technological institute to take a course in instruction oriented toward the member's work, the Division Commander concerned may grant such time off providing the member shall make the time up on an hour for hour basis, and

further provided that such attendance will not interfere with the regular operation of the Service.

Such time, if possible, shall be made up during the day in which the time is taken off, but in no instance shall the time be made up on a Saturday, Sunday, or statutory holiday. If it is not possible for the member to make up the time, the member shall be paid on a prorated basis for the actual hours worked.

- 28:03
- (a) A member directed to attend a course or seminar at the Ontario Police College shall be paid a mileage allowance of twenty-two dollars and fifty cents (\$22.50) for each week of attendance or part thereof.
 - (b) A member required by the Board to attend the Ontario Police College or any other course of instruction, shall receive an allowance of fifteen dollars (\$15.00) per day for weekdays. This allowance does not apply to courses held on site. These allowances include the cost of personal phone calls.
 - (c) 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 dollars (\$25) per day for Saturdays and Sundays. These allowances include the cost of personal phone calls.

28:04 A member directed to report to a course of instruction on the member's off duty time prior to the commencement of such course, shall receive one hours pay at straight time rates for each hundred (100) kilometres travelled.

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 hundred (100) kilometres. Members will receive a combination of time off or time paid, at straight time rates, for each hundred (100) kilometres travelled.

A member returning from a course of instruction on the member's off duty time shall receive one hour pay at straight time rates for each hundred (100) kilometres travelled.

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 of 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 pay at straight time rates.

ARTICLE 29 - REGIONAL GOVERNMENT

29:01 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 ensure the benefits to be provided to each member in respect of past service and in respect of future service are not less than the benefits provided under the Agreement. If, by reason of such change, the service of any member is terminated, the Board shall endeavour to ensure 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 30 - SPECIAL TIME OFF

30:01 Any supervisor may, in the supervisor's discretion, allow time off, not in excess of ten (10) hours, to any member when the member requests casual time off for a particular purpose provided the member shall make up the time on an hour for hour basis. Such time off shall not be utilized to extend annual vacations or in substitution for payment of overtime. During this make-up time, meal allowance and other benefits do not apply.

ARTICLE 31 - STANDBY

31:01 A member designated to standby shall receive a standby allowance of two (2) hours pay for a Saturday or a Sunday, four (4) hours pay for a statutory holiday, or one (1) hour pay for an evening.

This allowance is in addition to any allowance that may be applied if the member is called back to duty during off-duty periods.

ARTICLE 32 - COURT TIME

32:01 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 member of the Service. 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.

- 32:02 When a member is required to attend Court in off duty hours or on 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.
- 32:03 A member required to attend Court and prevented from going off duty at such member's normal time by reason of such attendance at Court shall receive the benefit of the overtime provisions of Article 12.
- 32:04 When a member is required to attend Court on any occasion during the member's annual vacation or statutory/paid holidays, 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.
- 32:05 A member attending a forenoon session of the Court subsequent to hours worked on a night shift the preceding evening, and who remains in attendance at Court until 1600 hours shall be entitled to court time credits as provided in Item 32:02 or, at the option of the member, the time spent in Court may be considered time worked for that day in lieu of court time credits.
- 32:06 When a member attends a morning session of the Court subsequent to hours worked on a shift ending at 0300 hours or later on 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 32:02 or, at the option of the member, the time spent in Court shall be considered time worked for that day in lieu of court time credits.
- 32:07 Where a member has been notified to attend Court on a scheduled day off, and where such notification is not cancelled prior to 10:00 p.m. the day preceding the scheduled Court appearance, the member shall receive, in compensation therefore, eight (8) hours of court time.
- 32:08 When a member is required to attend Court and the member's previous shift was scheduled to end after midnight, the member shall receive in compensation thereof six (6) hours of Court time for the first attendance at a session of Court, and for any subsequent attendance at a session of a Court on the same day, the provisions of item 32:02 shall apply.
- 32:09 Where time is credited pursuant to the terms of this Article, it shall not be deemed to be time worked as defined in Article 10.

- 32:10 Court time credits earned by a member shall be payable within sixty (60) days of the time such credit was earned at the member's current rate of pay.
- 32:11 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 Service personnel witness and a further four (4) hours pay for an afternoon attendance, at straight time rates, at the rate of pay the member received just prior to retirement, 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 member of the Service.
- 32:12 A member directed to attend Court while attending a course or seminar at the Ontario Police College shall be paid a mileage allowance of twenty-two dollars and fifty cents (\$22.50) for each such Court attendance.
- 32:13 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 pay out.

- 32:14 When a member has the charge of children under twelve (12) years of age and is notified to attend Court on a day that they are scheduled to work an afternoon or night shift and are subsequently cancelled after 10:00 p.m., the day preceding the scheduled Court appearance, the member shall be reimbursed for all reasonable child care expenses that were actually accrued.

E 33 - CLEANING REIMBURSEMENT

- 33:01 The Board will pay to all members who are classified as Court Prisoner Security Officers, Court Prisoner Security Supervisors, and Summons Servers, a reimbursement of two hundred dollars (\$200) per annum to be applied to cleaning and pressing of clothing used in the performance of duty in the Service. Each member, when required, shall produce evidence that the expense was so incurred. Cleaning reimbursement shall be prorated for time worked where a member is off sick or on WSIB for a period in excess of one (1) month.

ARTICLE 34 – DAYLIGHT SAVINGS TIME

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

ARTICLE 35 – CLOTHING COMMITTEE

35:01 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 with researching and recommending to the Chief of Police 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 of Police will also be posted in a conspicuous manner for the members. The Chief of Police shall have final decision on recommendations made by the committee.

ARTICLE 36 - LONG TERM ABSENCE

36:01 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 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 37 - RETIREMENT NOTICE & LEAVE OBSERVANCE

37:01 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 38 - TRAINING ALLOWANCE

38:01 **Training Allowance**
When a member is assigned to train new incumbents, the member shall be compensated at 108% of their hourly rate for all such hours worked. Such training is under the approval of the Division Commander or designate.

38:02 **Co-op Allowance**

When a member, other than a supervisor, is assigned to supervise a co-op student, the member shall be compensated at 103% of their hourly rate for all such hours worked. Such supervision is under the approval of the Division Commander or designate.

ARTICLE 39 - CONDITIONAL LEGAL FEE PAYMENT

39:01 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 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.

39:02 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 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.

39:03 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.

39:04 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.

39:05 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, 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 named in the action as joint tortfeasor 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.

39:06 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.

39:07 The Board may, in its sole discretion, require the member to have legal fees charged for such member'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.

39:08 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.

39:09 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 relation to an attendance required at a Coroner's Inquest, Public Inquiry, or Royal Commission Inquiry.

ARTICLE 40 - TIME OFF IN LIEU OF BENEFITS & PAID/UNPAID LEAVE OF ABSENCE

40:01 Members may voluntarily enjoy certain options that were negotiated during the life of the Social Contract. See Schedule "G" for details.

ARTICLE 41 - AWARDS AND INFORMAL DISCIPLINE PROCEDURE

41:01 In an effort to reward members 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" of this Working Agreement.

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 –SUSPENSION

43:01 The Board agrees that members suspended from duty as a result of internal investigation or disciplinary action may be suspended without pay. Where members are found not to be in breach of policy and/or procedure upon the conclusion of the investigation, full reimbursement of salary and seniority shall be made for the period of suspension. Provided that members have not received compensation for vacation and/or sick leave benefits, full reinstatement of these benefits will be made for the period of suspension, provided there is no breach of policy and/or procedure.

ARTICLE 44 –SHIFT CHANGES

44:01 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 rate of the member working the shift. Such changes require approval from each of the respective supervisors.

ARTICLE 45 – PERMANENT PART-TIME CIVILIAN EMPLOYEES

- 45:01 **Definition:**
A "permanent part-time member" is a member who **is** hired to fill a permanent vacancy and who regularly works 24 hours or less per week.
- 45:02 No person shall be employed on a permanent part-time basis to fill a newly-created or previously existing full-time position without the agreement of the Association.
- 45:03 A permanent part-time member shall be paid at the same hourly rate as a permanent full-time member, in accordance with the provisions of Schedule "A" and shall progress through the pay grid considering regular hours scheduled (i.e. 1,044 hours for each six-month increment and 2,088 hours for each one year increment).
- 45:04 A permanent part-time member shall be compensated for vacation on a pro-rated basis, considering hours regularly scheduled to work and in accordance with benefits under Article 13.
- 45:05 A permanent part-time member shall be entitled to Statutory Holidays and Paid Holidays in accordance with Article 14; however, entitlement shall be pro-rated considering the hours regularly scheduled to work. The entitlement to an additional paid day off (lieu day) shall be one-half ($\frac{1}{2}$) day where less than 1,044 hours are regularly scheduled to work per calendar year, and one (1) day when 1,044 or greater hours are regularly scheduled to work per calendar year.
- 45:06 A permanent part-time member shall be paid at a rate of two times (2.0) the member's hourly rate of pay for all hours worked on Statutory Holiday and Paid Holidays, as listed under Article 14 of this Agreement. In addition, the member shall receive time off equivalent to the hours regularly scheduled to work in lieu of any statutory holiday worked.
- 45:07 A permanent part-time member shall be entitled to 10 working days of sick leave per calendar year, pro-rated based on hours regularly scheduled to work. In addition, a permanent part-time member may take a leave of absence in accordance with Schedule C: Part B, (compassionate sick leave), with entitlement to such leave pro-rated based on hours regularly scheduled to work.
- 45:08 A permanent part-time member shall be entitled to Bereavement Leave in accordance with Article 19.
- 45:09 A permanent part-time member shall be enrolled in the Basic Life Insurance, Accidental Death & Dismemberment, and Long Term Disability Plans as apply to a permanent full-time member covered by this Agreement. Coverage for Basic Life Insurance, Accidental Death & Dismemberment, and Long Term Disability

are dependant on income and will be reflective of hours regularly scheduled to work. Premiums will be 100% employer paid.

- 45:10 A permanent part-time member may elect to participate in Major Medical and/or Dental plans as provided under Article 15 of the 2002-2003 Civilian Working Agreement. Premiums shall be 50% paid by the employee.
- 45:11 A permanent part-time member shall be entitled to Service Pay in accordance with Article 26, and Fitness Incentives in accordance with Article 42; however, entitlement shall be pro-rated considering the hours regularly scheduled to work.
- 45:12 A permanent part-time member shall be entitled to participate in the OMERS Pension Plan in accordance with the provisions of the *Pension Benefits Act* and the *OMERS Act*.
- 45:13 Notwithstanding Article 5:01, a permanent part-time member shall accumulate seniority based on hours regularly scheduled to work. Seniority shall have effect wherever seniority has application in the Agreement.

ARTICLE 46 – EMERGENCY LEAVE

- 46:01 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 47 –VOLUNTARY TRANSFER OF PERSONNEL

- 47:01 Permanent employees may voluntarily request to switch jobs within the same pay band provided they have demonstrated the requisite skills, knowledge and abilities to be successful in the job they are transferring to. Such transfers will be with the full consent of the employees to be transferred. In all cases the London Police Association shall be notified prior to approval of the transfer. All such transfers are subject to the approval of the Chief or designate.

ARTICLE 48 – MILITARY LEAVE

48:01 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 which 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 49 -TERM OF AGREEMENT

49:01 The terms and conditions of this Agreement shall remain in full service and effect from the first day of January, 2006, to the thirty-first day of December, 2007, 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 the above provisions in this Agreement shall be given at any time after ninety (90) days before the thirty-first day of December 2007.

49:02 This Agreement shall endure and be binding upon not only the parties hereto, but also upon their respective successors and assigns and all civilian members of the Police Service other than Police Cadets.

Schedule "A" – SALARIES

Job Title	Increment	Step	Jan 1/2006	Jan 1/2007	Jul 1/2007
Administrative Assistant I	Start	01	\$24,935	\$25,434	\$25,688
Clerk	6 Months	02	\$27,696	\$28,250	\$28,533
Computer Terminal Operator	1 Year	03	\$30,485	\$31,095	\$31,406
Police Reporting Centre Attendant	2 Year	04	\$33,215	\$33,879	\$34,218
	3 Year	05	\$35,975	\$36,695	\$37,062
	4 Year	06	\$38,734	\$39,509	\$39,904
	5 Year	07	\$41,494	\$42,324	\$42,747

Accounts Payable Clerk	Start	01	\$28,275	\$28,841	\$29,129
Administrative Assistant II	6 Months	02	\$32,325	\$32,972	\$33,302
CPIC Operator	1 Year	03	\$36,375	\$37,103	\$37,474
No Longer Assigned	2 Year	04	\$40,426	\$41,235	\$41,647
Garage Attendant	3 Year	05	\$44,477	\$45,367	\$45,821
Garage Stores Clerk					
Quartermaster/Audio Visual Clerk					
Summons Server					
Telephone Switchboard Attendant					
Payroll & Benefits Assistant					

Administrative Assistant III	Start	01	\$31,615	\$32,247	\$32,569
Alarm Control Coordinator	6 Months	02	\$35,249	\$35,954	\$36,314
Crime Stoppers Coordinator	1 Year	03	\$38,882	\$39,660	\$40,057
	2 Year	04	\$42,514	\$43,364	\$43,798
	3 Year	05	\$46,148	\$47,071	\$47,542

Communications & Computer Technician	Start	01	\$34,954	\$35,653	\$36,010
CPIC Auditor	6 Months	02	\$38,226	\$38,991	\$39,381
Property Clerk	1 Year	03	\$41,498	\$42,328	\$42,751
Records Screening Operator	2 Year	04	\$44,769	\$45,664	\$46,121
	30 Months	05	\$48,040	\$49,001	\$49,491
Stationery Stores Clerk					
Vehicle Maint/Repair Coordinator					
Viclas Coordinator					
FOI Analyst					
Accounting & Budget Asst					

Crime Analyst	Start	01	\$38,293	\$39,059	\$39,450
Maintenance Person	6 Months	02	\$41,593	\$42,425	\$42,849
Network & Personal Computer Technician	1 Year	03	\$44,891	\$45,789	\$46,247
Secretary to Deputy Chiefs	2 Year	04	\$48,189	\$49,153	\$49,645
Supervisor, Fleet & Facilities	30 Months	05	\$51,486	\$52,516	\$53,041
No Longer Assigned					

Administrator, Payroll & Benefits	Start	01	\$43,860	\$44,737	\$45,184
Automotive Service Technician	6 Months	02	\$47,737	\$48,692	\$49,179
Communications Operator	1 Year	03	\$51,615	\$52,647	\$53,173
Court Prisoner Security Officer	2 Year	04	\$55,493	\$56,603	\$57,169
Executive Assistant	30 Months	05	\$59,370	\$60,557	\$61,163
Radio Technician					
Video Technician					
Business Systems Analyst					

Court Prisoner Security Supervisor	Start	01	\$56,105	\$57,227	\$57,799
Family Consultant	6 Months	02	\$59,039	\$60,220	\$60,822
Garage Foreman	1 Year	03	\$61,973	\$63,212	\$63,844
Information Audit Supervisor	2 Year	04	\$64,908	\$66,206	\$66,868
Radio Technician Supervisor	30 Months	05	\$67,842	\$69,199	\$69,891
Research Analyst-Planner					
Supervisor, Central Records					

Senior Business Systems Analyst	Start	01	\$62,784	\$64,040	\$64,680
	6 Months	02	\$65,456	\$66,765	\$67,433
	1 Year	03	\$68,127	\$69,490	\$70,185
	2 Year	04	\$70,799	\$72,215	\$72,937
	30 Months	05	\$73,470	\$74,939	\$75,688

Family Consultant/Victim Services Supervisor	Start	01	\$68,350	\$69,717	\$70,414
No Longer Assigned	6 Months	02	\$71,047	\$72,468	\$73,103
	1 Year	03	\$73,744	\$75,219	\$75,971
	2 Year	04	\$76,442	\$77,971	\$78,751
	30 Months	05	\$79,139	\$80,722	\$81,529

Director of Transportation	Start	01	\$79,482	\$81,072	\$81,883
Director, Legal Services	6 Months	02	\$85,330	\$87,037	\$87,907
Director, Information & Technology	1 Year	03	\$91,176	\$93,000	\$93,930
Director, Financial Services	2 Year	04	\$97,025	\$98,966	\$99,956
	30 Months	05	\$102,871	\$104,928	\$105,977

Not Assigned	Start	01	\$85,047	\$86,748	\$87,615
	6 Months	02	\$90,502	\$92,312	\$93,235
	1 Year	03	\$94,845	\$96,742	\$97,709
	2 Year	04	\$100,298	\$102,304	\$103,327
	30 Months	05	\$106,867	\$109,004	\$110,094

Senior Director, Information & Technology	Start	01	\$90,614	\$92,426	\$93,350
	6 Months	02	\$96,250	\$98,175	\$99,157
	1 Year	03	\$101,887	\$103,925	\$104,964
	2 Year	04	\$107,521	\$109,671	\$110,768
	30 Months	05	\$120,015	\$122,415	\$123,639

Civilian Salaries Cirled as result of JJEC Review

Job Title	increment	Step	Jan 1/2006	Jan 1/2007	Jul 1/2007
Administrative Assistant	2 Year	05	\$40,129	\$40,932	\$41,341
Computer Terminal Operator	30 Months	06	\$41,494	\$42,324	\$42,747
CPIC Operator	3 Year	06	\$45,858	\$46,775	\$47,243
Quartermasters/Audio Visual Clerk	4 Year	6	\$46,951	\$47,890	\$48,369
Administrative Assistant	4 Year	06	\$46,951	\$47,890	\$48,369
Vehicle Maintenance & Repair	3 Year	05	\$48,220	\$49,184	\$49,676
Co-ordinator	4 Year	06	\$50,208	\$51,212	\$51,724
	5 Year	07	\$51,486	\$52,516	\$53,041
Secretary to Deputy Chiefs LPA - Administrative Assistant	4 Year	06	\$53,972	\$55,051	\$55,602
Crime Analyst	3 Year	05	\$54,964	\$56,063	\$56,624
	4 Year	06	\$56,969	\$58,108	\$58,689
	5 Year	07	\$58,991	\$60,171	\$60,773
Court Prisoner Security Officer	3 Year	05	\$62,494	\$63,744	\$64,381
Family Consultant	2 Year	03	\$66,098	\$67,420	\$68,094
Research Analyst-Planner	3 Year	04	\$68,084	\$69,446	\$70,140
	4 Year	05	\$69,224	\$70,608	\$71,314

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, administration, or alleged violation of the Agreement.

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

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

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

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

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

7. (a) At any stage, the Association and the Board may be represented by Counsel, after five (5) days notice by either party.

(b) At any stage of the proceedings, the Association and/or the Board may call witnesses.

8. In the case of a grievance submitted on behalf of the member, the Chief of Police will hear the member and one (1) 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 of Police within ten (10) days of its receipt from the Chief of Police, 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, 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:
 - (i) 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.
 - (ii) 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:

- (i) 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.
 - (ii) The member and the Association shall be confined to the grievance as set forth in the written grievance filed.
 - (iii) 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.
 - (iv) 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 Chiefs 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 BENEFIT

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 January 1, 1988, 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 (1), but not both of the following basis:
 - (i) 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 the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by the member immediately prior to termination of employment; or
 - (ii) 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 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. Effective January 1, 2003, while on retirement leave the member is not entitled to accrue annual, statutory, and lieu leave.
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 the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half 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, 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 (1) occasion due to illness of such member's partner, 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 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. Long Term Disability coverage, administered through a third party insurance carrier will provide coverage at sixty six point six seven percent (66.67%) of salary to a maximum of four thousand dollars (\$4000) monthly. Premiums are one hundred percent (100%) employee paid. Eligibility for coverage and payment of any benefit shall cease at age sixty five (65) or upon termination or resignation if earlier.

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

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.

SCHEDULE "C"
PART "B"

1.
 - (a) Effective January 1, 2004 each member shall have entitlement to ten (10) working days sick leave per calendar year at full pay and an additional 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 may 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, lieu time, accumulated court time, or overtime benefits to provide one hundred percent (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 percent (70%) to a maximum of four thousand (\$4,000.00) per month. Effective January 1, 2003, this will be a maximum of five thousand dollars (\$5,000.00) per month, of the salary received by the member at the commencement of the sick leave. Where the long term disability protection extends into a consecutive calendar year, the member shall continue that benefit until returned to duty, at which time the provisions of Item #1 shall apply. One hundred percent (100%) of the cost of the long term income protection plan shall be payable by the Board.
3. Eligibility for long term disability coverage and payment of any benefit shall cease at age sixty-five or upon termination or resignation if earlier.
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 18th, 1999, where a member is absent from duty as a result of 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, step-child, mother, father, brother, or 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, 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" - GARAGE ATTENDANTS' SHIFT SCHEDULE

Appendix " A

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	0700 (8)	0700 (8)	0700 (8)	0700 (8)	0700 (8)	Off	Off
2	Off	Off	Off	2100 (10)	2100 (10)	2100 (10)	2100 (10)
3	Off	1000 (8)	1000 (8)	1000 (8)	1000 (8)	1000 (8)	off
4	1815 (10)	1815 (10)	1815 (10)	1815 (10)	Off	Off	Off
5	Off	Off	Off	0815 (10)	0815 (10)	0815	0815
6	0815 (10)	Off	Off	Off	1815 (10)	1815	1815
7	Off	0730 (8)	0730 (8)	0730 (8)	0730 (8)	0730 (8)	Off
8	Relief	Relief	Relief	Relief	Relief	Relief	Relief
9	Off	0815 (10)	0815 (10)	Off	Off	0700 (10)	0700 (10)
10	2100 (10)	2100 (10)	2100 (10)	2100*	Off	Off	Off

*May also be an 1815-0415 shift

This Schedule will be flexible in order to accommodate staff shortages due to retirement or resignation, extended sickness or absenteeism due to a compensatory injury and during the period when a member of the unit enjoys the extended annual leave benefit outlined in Article 13:05 .

SCHEDULE "E" - CPIC OPERATORS' - SHIFT SCHEDULE

CPIC Operators shall work a twelve (12) week rotation consisting of ten (10) hour shifts.

This Schedule will not be perceived as a forerunner to future discussions aimed at eliminating compressed schedules within this Unit.

The CPIC Operators will generally rotate through the revised schedule, with each operator normally working forty (40) hours during a calendar week.

In the event of a shortage due to sickness, Workplace Safety Insurance Board, accumulated time off, maternity leave, bereavement leave, or paid and unpaid leaves of absences, management may alter starting times within shifts. In the event actual shifts are changed (days to afternoons, etc) the appropriate benefits will apply. Days off shall remain fixed as per the attached schedule.

The members of the CPIC Unit will choose annual and statutory leave solely within their Unit. The member's original shift rotation will not be altered when the member returns from annual or statutory vacation.

Appendix " A

1	OFF	2100	2100	2100	2100	OFF	OFF
2	OFF	1700	1700	1700	OFF	OFF	1000
3	800	OFF	OFF	800	800	800	OFF
4	OFF	800	800	OFF	OFF	2000	2000
5	2000	2000	OFF	OFF	OFF	700	700
6	700	OFF	2000	2000	2000	OFF	OFF
7	OFF	700	700	700	700	OFF	OFF
8	OFF	1000	1000	OFF	OFF	2100	2100
9	2100	OFF	OFF	OFF	1700	1700	1700
10	1700	OFF	OFF	1000	1000	OFF	OFF
11 SPARE	800	800	OFF	OFF	OFF	800	800
12	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE

SCHEDULE "F" - CIVILIAN COMMUNICATIONS OPERATORS
COMPRESSED SHIFT SCHEDULE

1. The Civilian Communications Operators shall work the attached compressed hours of work schedule. Civilian Communications Operators, generally, will rotate through the schedule. Each member shall normally work forty (40) hours per week.
2. Each shift shall consist of ten (10) consecutive hours of duty, which shall include one (1) hour for relief and breaks totalling forty-five (45) minutes.
3. Relief and breaks shall be taken as directed by Supervisors.
4. Supervisors may assign sixteen (16) hours of statutory leave in conjunction with weekends off or at a time agreeable between the Supervisor and the member.
5. In the event of a shortage because of illness, Workplace Safety Insurance Board, accumulated time off or special leave, management may alter starting times to accommodate such shortages. In the event actual shifts are changed (ie: afternoons to nights), appropriate Working Agreement benefits shall apply. Days off shall remain fixed as per the schedule.
6. Other provisions of the Working Agreement for Civilian Members of the Service shall apply.

SCHEDULE "F" - CIVILIAN COMMUNICATIONS OPERATORS

APPENDIX A

	SUN	MON	TUE	WED	THU	FRI	SAT
WEEK 1	OFF	1900	1900	1900	1900	OFF	OFF
WEEK 2	OFF	700	700	700	OFF	OFF	1700
WEEK 3	1700	1700	1700	OFF	OFF	OFF	700
WEEK 4	700	700	OFF	OFF	OFF	2100	2100
WEEK 5	2100	OFF	OFF	OFF	1100	1100	1100
WEEK 6	1100	OFF	OFF	1700	1700	1700	OFF
WEEK 7	OFF	TO	BE	DETER- MINED	-----	-----	OFF
WEEK 8	OFF	2100	2100	2100	2100	OFF	OFF
WEEK 9	OFF	OFF	900	900	900	900	OFF
WEEK 10	OFF	900	900	900	OFF	OFF	1700
WEEK 11	1700	1700	1700	OFF	OFF	OFF	700
WEEK 12	700	700	OFF	OFF	OFF	1900	1900
WEEK 13	1900	OFF	OFF	OFF	700	700	700
WEEK 14	700	OFF	OFF	1700	1700	1700	OFF
WEEK 15	OFF	TO	BE	DETER- MINED	-----	-----	OFF
WEEK 16	OFF	2100	2100	2100	2100	OFF	OFF
WEEK 17	OFF	OFF	700	700	700	700	OFF
WEEK 18	OFF	1100	1100	1100	OFF	OFF	2100
WEEK 19	2100	2100	2100	OFF	OFF	OFF	900
WEEK 20	900	900	OFF	OFF	OFF	2100	2100
WEEK 21	2100	OFF	OFF	OFF	900	900	900
WEEK 22	900	OFF	OFF	2100	2100	2100	OFF
WEEK 23	OFF	OFF	700	700	700	700	OFF
WEEK 24	OFF	TO	BE	DETER- MINED	-----	-----	OFF

Start Times: 0700, 0900, 1100, 1700, 1900, 2100

SCHEDULE "G" - TIME OFF IN LIEU OF 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 1 for the following calendar year. Time off will be granted by mutual agreement between the member and the member's supervisor.
- (v) A member may elect to receive time off in lieu of long service payment. Such election will be made annually by December 1 for the following calendar year. Time off will be granted by mutual agreement between the member and the member's supervisor.

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.

SCHEDULE "G" - 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 17 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, or 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 "H" - AWARDS AND INFORMAL DISCIPLINE PROCEDURE

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

1. **Awards**

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

2. **mal 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.

3. **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 Service 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 Service 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.

4. **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.

5. **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.

6. 1 **Discipline Pro**

- (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 - FAMILY CONSULTANTS

1. When the Family Consultant Unit is at full staff, they shall work schedule “FULL STAFF”.

When the Family Consultant Unit is short staffed due to leave or long term sickness, Workplace Safety Insurance Board, Leave of Absence, etc, they shall work schedule “STAFF SHORTAGE”.

Each consultant will rotate through the attached schedule and normally work forty (40) hours each calendar week.

2. Each shift worked by a consultant shall consist of ten (10) consecutive hours of duty which shall include one hour for relief and additional breaks totalling forty-five (45) minutes.
3. The consultants shall choose their annual leave in calendar weeks in order of seniority and in accordance with the Working Agreement and Appendix “A”.
4. The consultants shall choose their statutory leave in calendar weeks in inverse order of seniority, in accordance with the Working Agreement.
5. When a consultant returns from leave or other forms of absenteeism, they will return to their originally scheduled place in the shift rotation.

Full Staff

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day Off	4 - 2	4 - 2	4 - 2	4 - 2	Day Off	Day Off
Day Off	8 - 6	8 - 6	Day Off	Day Off	4 - 2	4 - 2
2 - 12	Day Off	Day Off	Day Off	8 - 6	8 - 6	8 - 6
Day Off	Day Off	8 - 6	8 - 6	8-6/12-10*	8 - 6	Day Off

* B & E Group 1st / 2nd Thursday of month

SCHEDULE “I”

Appendix “A” - Staff Shortage

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day Off	4 – 2	4 - 2	4 - 2	4 - 2	Day Off	Day Off
Day Off	8 – 6	8 - 6	Day Off	Day Off	4 - 2	2 - 12
2 – 12	Day Off	Day Off	8 - 6	8 - 6	8 - 6	Day Off

1. Leave will be selected as per the Working Agreement, with one staff on leave at any one time, excluding statutory holidays where only one Consultant will be required. The Consultant scheduled to work afternoons will cover the shift and the shift will change to 1200 - 2200. Leave will continue to be selected in calendar weeks and will be selected prior to the schedule being generated.
2. Provides double day shift coverage while maintaining afternoon coverage 7 months of the year 4 days/week (with the exception of when the Break & Enter group is being run). This coverage will facilitate program and team development and the establishment of an enhanced response to domestic violence victims.
3. The Consultant working in week four will cover the Residential Break and Enter group on the first and second Thursday of the month. The shift will change to 1200 - 2200 to accommodate the group. This group will be covered by the Co-ordinator when the Unit is not at full complement. This will reduce the amount of overtime currently being worked to accommodate the group.
4. Addresses the vulnerability of the current schedule on Saturday to staff booking off sick.
5. Extends coverage from 1200 - 0200 (2 hours) during the weekdays and from 1200 - 2200 to 0800 - 0200 on Saturdays (8 hours) - total additional hours of coverage: 18.
6. Schedule will revert to the current schedule when staff is on leave.

SCHEDULE "J" - COURT SECURITY PRISONER ESCORT SCHEDULE

It is agreed that commencing December 29th, 2002, members of the Court Security Unit will work the fixed Compressed Schedule attached as Schedule "A".

It is further agreed that, with the exception of the fixed desk staff, members shall follow through the rotation of weeks one (1) to sixteen (16).

It is further agreed that weeks fifteen (15) and sixteen (16) shall be relief weeks and the members in such weeks will work the schedule of the member on annual leave. If no members are on annual leave, week fifteen (15) shall work Monday to Thursday 0800 to 1800 and week sixteen (16) shall work Monday to Wednesday 0800 to 1800 be off Thursday and work 0800 to 1800 on Friday.

It is further agreed that leave will be chosen in forty (40) hour blocks and remaining hours will be picked in days after block picking is completed.

It is further agreed that members will be entitled to 96 hours Statutory Leave (includes lieu day).

It is further agreed that 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, or eight if in week one (1) or two (2), from their 96-hour Statutory Leave Bank in order to take those statutory holidays off. If the statutory holiday falls on a member's 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 Court Security Unit Sergeant or designate.

It is further agreed that this schedule will be adopted for a one-year trial period. At the end of the one year period it will be reviewed by the parties hereto and a recommendation put forward to continue or discontinue this schedule.

SCHEDULE "J", con't

Week	Duty	Monday	Tuesday	Wed.	Thurs.	Friday
1	POA	0830-1630	0830-1630	0830-1630	0830-1630	0830-1630
2	POA	0830-1630	0830-1630	0830-1630	0830-1630	0830-1630
3	Reg	0700-1700	0730-1730	1000-2000	0900-1900	off
4	Cells	off	0700-1700	0700-1700	0700-1700	0700-1700
5	Reg	0900-1900	off	0900-1900	0900-1900	0900-1900
6	Reg	0900-1900	0900-1900	off	0900-1900	0900-1900
7	Reg	0900-1900	0900-1900	0900-1900	off	0900-1900
8	Reg	0900-1900	0900-1900	0900-1900	0900-1900	off
9	Reg	off	0730-1730	1000-2000	0900-1900	0900-1900
10	ET	0730-1730	off	0730-1730	0730-1730	0730-1730
11	ET	0730-1730	off	0730-1730	0730-1730	0730-1730
12	LT	1000-2000	1000-2000	off	1000-2000	1000-2000
13	LT	1000-2000	1000-2000	off	1000-2000	1000-2000
14	Reg	0900-1900	0900-1900	0900-1900	off	0900-1900
15	RELIEF 1	Relief	Relief	Relief	Relief	Relief
16	RELIEF 2	Relief	Relief	Relief	Relief	Relief
end	of	rotation	return	to	week	

Desk	0800-1800	0800-1800	0800-1800	Off	10800-1800
Desk 2	off	0900-1900	0900-1900	10800-1800	0900-1900

SCHEDULE 'K' – SWITCHBOARD UNIT SCHEDULE

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	Off	1200-2000	1200-2200	1200-2200	1200-2200	Off	Off
2	Off	0800-1800	0800-1800	Off	Off	1000-2000	1000-2000
3	1000-2000	Off	Off	0800-1800	0800-1800	0800-1800	Off
4	Off	0800-1800	0800-1800	0800-1800	0800-1800	Off	Off

SCHEDULE 'L' – JJEC/PAY EQUITY

1. The Joint Job Evaluation Committee (JJEC) will be comprised of three (3) representatives on behalf of the Association and three (3) representatives of the Administration on behalf of the Board. Each party shall also select not more than three (3) alternate members to serve as replacements for absent members. Alternate members shall receive training with regular members but shall only participate in the JJEC in the absence of regular members.
- 1.1 Clarity Note:
The intent of the parties is to create a JJEC with equal representation on behalf of the Association and the Administration. Meetings of the JJEC may proceed provided that there is a minimum of two representatives from each party present.
- 1.2 In this agreement “red circling” shall mean that as a result of a review of an incumbent’s position by the JJEC, it is found that the position has been scored to a lower pay band than previously held. When that occurs, the incumbent will not have their salary decreased and while in that position will receive general salary increases as negotiated for the broader bargaining unit. Any current or new members who subsequently are placed into the “red circled” position shall be compensated at the new lower salary according to that pay band.
2. The role of the JJEC shall be to implement and maintain the Job Evaluation Plan by:
 - a) Evaluating all jobs using the London Police Service Civilian Job Evaluation Plan (hereinafter referred to as the “Plan”).
 - b) Maintaining the integrity of the Plan.
 - c) Recommending to the parties changes to the Plan, its procedures or methods, as may be deemed necessary from time to time.
 - d) Recording the results and rationales of the evaluation process.
3. Job rating decisions shall require the unanimous agreement of the members present at the meeting.
4. The JJEC shall meet as necessary, at mutually agreed upon times, with due consideration and regard to the operating requirements of the police service.
5. When the Administration introduces a new bargaining unit job the following procedures shall apply:
 - a) The Administration shall prepare a draft job description and ensure that a Job Questionnaire is completed.
 - b) The JJEC shall meet to establish a pay grade for the job, based on the draft job description and a completed Job Questionnaire. The JJEC shall rate the job in accordance with the Plan, and the pay grade for the job shall be effective on the date of commencement of the job. The Administration shall review and confirm the salary as determined by the JJEC.
 - c) The job shall be posted in accordance with the provisions of the Civilian Working Agreement.

6. When the Administration significantly changes the duties and responsibilities of a job or an employee believes that there have been significant material changes to the duties and responsibilities of his/her job, the following procedures shall apply:
 - a) The employee(s) or their supervisor or the Association may request a job evaluation review in writing which shall include an up-to-date Job Questionnaire.
 - b) The request shall be reviewed by a sub-committee of the JJEC, consisting of one representative from the Association and the Administration, to determine whether the job should be referred to the JJEC, as a whole, for re-evaluation. The sub-committee, in order to make its determination, may request further information from the incumbent(s) and/or supervisor/employer. The sub-committee shall record its decision in writing.
 - c) All jobs shall be rated in accordance with the Plan to determine the pay grade for the job(s).
 - d) No employee will have their wages reduced following the re-evaluation of their job and the establishment of new pay grade. If the job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such job shall be redcircled.
 - e) If the job is rated at a pay grade with a salary range higher than the current wage rate for the job, the employee's rate of pay shall be adjusted to the higher pay level on the new salary schedule, retroactive to the date of the request for re-evaluation.
 - f) Where the Sub-Committee of the JJEC determines that the job is already paid in accordance with the Plan and therefore should not be referred to the JJEC for reevaluation, the employee shall have a right of appeal to the JJEC. The JJEC will only grant an appeal if there is a unanimous decision by the members of the committee to do so. If an appeal is granted the job shall be rated in accordance with the Plan.
 - g) In a situation where an employee has requested a job review by the JJEC, a subsequent request will only be addressed after one year has elapsed from the date of the JJEC's final decision with respect to the initial request.
 - h) In the event that the JJEC fails to reach an agreement as to the pay grade for the job on an appeal under this Article, the Association may exercise its rights to submit a grievance in accordance with the Civilian Working Agreement.
7. In the event the JJEC is unable to reach an agreement on any matter relating to the interpretation, application or administration of the Plan, either party may refer the dispute to a mediator who shall be selected by the parties. If the parties cannot agree on a mediator, either party may request the Arbitration Commission to appoint a conciliator. If mediation/conciliation does not resolve the dispute, either party may refer the dispute to arbitration.
8. The parties agree that the JJEC is best able to perform its tasks when its members are adequately trained and when it is provided with accurate information. As a result, the parties agree that new members of the JJEC shall receive adequate training on how to perform their job and existing members shall have access to such training if requested. In addition, an employee or supervisor will be offered training/assistance in filling out any Job Questionnaire in order to minimize the potential for error. The information or training assistance may be provided by any member of the JJEC, or any person appointed by the JJEC, without disqualifying such person from participating in the process or deliberations under this agreement.

9. Nothing in this agreement will preclude any member or either party from exercising their rights pursuant to the Pay Equity Act.
10. .This plan and any subsequent changes in salaries will be effective retroactive to January 1, 2004. A one year moratorium on requests for further reconsideration will be applied commencing January 1, 2004. During the moratorium the JJEC will only consider requests when the employer introduces a new bargaining unit job or significantly changes the material duties and responsibilities of an existing job.

Signed this day of , 2006

For the Police Services Board:

For the Association:

Ab Chahbar, Chair

Brian Urquhart, President

Witness: _____
W. Murray Faulkner, Chief of Police