

*Police Members = 127.
females = 15
male = 112*

COLLECTIVE AGREEMENT



POLICE	<i>City</i>		
REF.	<i>96</i>	<i>01</i>	<i>01</i>
TERM.	<i>95</i>	<i>12</i>	<i>31</i>
NO. OF EMPLOYEES	<i>130</i>		
MEMBERS	<i>112</i>		
DISMEMBERS	<i>18</i>		

Between

THE GUELPH POLICE SERVICES BOARD

and

THE GUELPH POLICE ASSOCIATION INC.

POLICE CONTRACT

Effective

**January 1, 1996
three year contract**

RECEIVED
AUG 27 1998

07029/10

INDEX

ARTICLE	PAGE
Definitions	5
1 Recognition and Scope	6
2 Management Rights	7
3 Association Dues	7
4. HOURS OF WORK	
4.1 Hours of Work	7
4.2 Lunch Period	9
4.3 Shift Pay - 2 Shifts	10
4.4 Shift Pay - 3 Shifts	10
4.5 Shift Clarification	10
4.6 Duty Extension	10
5. Payment for Overtime. Court Time. Call Out. Etc.	
5.1 Overtime	11
5.2 Court time	11
5.3 Court Overtime	11
5.4 Call out	12
5.5 In-service Training	12
5.6 Uniform Measuring	12
5.7 Payment of Overtime	12
5.8 Stand-by Pay	13
5.10 Statutory Pay	13
5.11 Meetings	13
6. Association Meetings	14
7. Compassionate Leave. Medical Leave Etc.	15
7.1 Compassionate Leave - 3 Days	15
7.2 Medical Leave	15
7.3 Leave - Special Circumstances	17
7.4 Marriage Leave	17
7.5 Pregnancy Leave	18
7.6 Parental Leave	19

8.	Pension	
8.1	Q.M.E.R.S.	19
8.2	Early Retirement	19
8.3	Past Service Costs	20
8.4	Employee Contributions	20
8.5	Retirement Age	20
9.	Life Insurance	20
10.	Medical Benefits	20
11.	Service Pay	22
12.	Injury on Duty	22
13.	Training Courses	22
14.	Education Leave	23
15.	Tuition Assistance	23
16.	Annual and Statutory Leave	24
16.1	Annual Leave	24
16.2	Statutory Leave	24
16.3	General Rules	25
16.4	Leave Selection - One Shift	26
16.5	Leave Selection - Two Shifts	26
16.6	Leave Selection - Three Shifts	27
17.	Plain Clothes Reimbursement	28
18.	Uniforms	28
19.	Salaries	30
20.	Acting Ranks	34
21.	Promotions	34
22.	Benefits to be Continued	36
23.	Grievance Procedure	36

24. Legal Expenses38

25 Part Time Members39

26. Lay-Off and Recall

 26.1 Seniority42

 26.3 Seniority List43

 26.4 Seniority Rights43

 26.5 Staff Reduction43

 26.6 Benefits44

27 Special Duties44

28 Termination or Variation44

 Letter of Understanding Re: Adequacy Standards46

 Letter of Understanding Re: Hours of Work47

 Letter of Understanding Re: Promotional Language48

This agreement made this 10th day of September, 1997

BETWEEN : The Guelph Police Services Board

Hereinafter called the Board of the first **part**

AND The Guelph Police Association Incorporated
acting on behalf of the Police Members of the
Guelph Police Service.

Hereinafter called the Association of the second part

Witnesseth That :

Pursuant to the provisions of the Police Services Act (Revised Statutes of Ontario, 1990, Chapter P.15) and amendments thereto,

And in consideration of the mutual agreement and understandings herein,

The parties hereto covenant and agree as follows:

DEFINITIONS

ASSOCIATION		shall mean the Guelph Police Association Incorporated.
BOARD	-	shall mean the Guelph Police Services Board.
CHIEF OF POLICE	-	includes Chief's designate.
EMERGENCY	-	shall mean a sudden or unexpected happening or situation, demanding prompt action.
EXIGENCIES OF THE SERVICE	-	shall mean maintenance of an adequate Police service as determined by the Board and/or the direction of the Chief of Police.
MEMBER	-	shall mean all police members within the Guelph Police Association Incorporated but does not include any members of the Senior Officer's Association, Deputy Chief, Chief of Police nor any member who is not a police officer.
P.A.O.	-	shall mean the Police Association of Ontario.
PART TIME MEMBER	-	shall mean any member who is appointed to the Service in a part time capacity in a position as set out in article 25.
SENIORITY	-	shall mean a member's continuous service from the date upon which a member commenced appointment with the Board, unless otherwise adjusted as stipulated within the terms of this collective agreement.
SERVICE		shall mean the Guelph Police Service.

Wherever the singular or masculine is used in the agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

1 **RECOGNITION AND SCOPE**

- 1.1 The Board recognizes the Association as the sole collective bargaining agent for the members of the Guelph Police Service.
- 1.2 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion exercised or practised by the Board or the Service with respect to any member of the Service because of their membership or connection with the Association, and that membership in the Association by members of the Service, who are eligible to join will not be discouraged.
- 1.3 The Association agrees that there will be no discrimination, interference, restraint, intimidation, or coercion exercised or practised by the Association or any of its members with respect to any member of the Service or Board.
- 1.4
- a) When a formal evaluation of a member is made, the member concerned must be given an opportunity to sign the evaluation form in question upon its completion to indicate that its contents have been read. A copy of the evaluation form will be provided to the member at that time upon request.
 - b) The Service's representative who assesses a member's performance must have observed or been aware of the member's performance for at least one-half (1/2) of the period for which the member's performance is evaluated.
 - c) The Board agrees not to introduce as evidence in a hearing any document under control of the Board from the file of a member relating to disciplinary action, the content of which the member was not aware of at the time of filing, or within a reasonable period thereafter.
 - d) When a report is placed on a member's file, the member concerned shall be given an opportunity to sign the report in question, to indicate that its contents have been read.
 - e) Upon written request of a member to the Human Resources Administrator, or designate, the personnel file of that member shall be available for personal examination within a forty-eight (48) hour period excluding week-ends and Statutory holidays.

2 MANAGEMENT RIGHTS

2.1 The Association and its members recognize and acknowledge that subject to the provisions of the Police Services Act and Regulations thereto, it is the exclusive function of the Board to:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any Police Officer provided that a claim for discriminatory promotion, demotion or transfer, or claim that a member has been discharged or disciplined without reasonable excuse, may be the subject of a grievance and dealt with as hereinafter provided.

3 ASSOCIATION DUES

3.1 All members, on their date of appointment shall be deemed to be members of the Guelph Police Association Incorporated for the purpose of dues.

3.2 The Service shall deduct, in bi-weekly installments an amount equivalent to the Association dues from each member . This sum so deducted shall be remitted to the Association bi-weekly with the names of the members and the amount deducted. In respect to the foregoing, the Association shall save the Service and all its representatives harmless for such deductions.

4 HOURS OF WORK

4.1 (a) The normal hours of work shall be eight (8) continuous hours per day, forty (40) hours per week. Each member shall be granted two (2) consecutive off days in seven (7).

(i) In general the working hours for members working one (1) shift shall be from Monday to Friday from 8:00 a.m. to 4:00 p.m.

(ii) Members working Monday to Friday may be allowed to work restructured hours based on a continuous eight (8) hour work day. These hours are to be mutually agreed upon between the member and the member's supervisor.

- (iii) In the event that any other special units are established, their hours of work will be negotiated prior to the unit’s implementation.
- (b) The following positions are subject to the conditions as set out in section 4.1(a): Training officers, Safety Education officers, Crime prevention and Community Relation’s officers, Court officer, Facilities Management officer; Case Management officer, Professional Standards officer; Firearms officer, Property officer; and Information Systems coordinator.
- (c) The compressed work week, known as the 5 - 35 work schedule, to be the hours of work to be worked by the members of the Patrol Division.

Hours of Work

Day Platoon Shift	-	ten (10) hours
Afternoon Platoon Shift	-	ten (10) hours
Midnight Platoon Shift	-	eight (8) hours

The start time for the Day Shift Platoon, the Afternoon Shift Platoon and the Midnight Shift Platoon will be at the discretion of the Chief of Police. These times may be altered from time to time as necessary to provide adequate police service.

Platoon Rotations and Days Off will be as follows:

Four (4) day platoon shifts; followed by two (2) days off; followed by seven (7) midnight platoon shifts; followed by six (6) days off; followed by four (4) afternoon platoon shifts; followed by two (2) days off; followed by three (3) day platoon shifts; followed by two (2) days off; followed by three (3) afternoon platoon shifts; followed by two (2) days off.

Change of shift may be permitted but shall be dependent on the approval of the respective supervisors. Additional premiums and/or overtime are not applicable except if the normal period of duty is extended, then such extension is subject to overtime in accordance to the terms of this agreement. Exchanging of shifts will not be permitted to regularly change the set schedule rotation. Prior to a member changing shifts with another member the Supervisor shall ensure the approval is dependent on :

1. That the member is unable to use any type of leave or overtime to achieve the desired time off, dependent on the number of staff scheduled to work,
2. Availability of sufficient and appropriate level of skills required by platoon,

3. The request must be one member for one member and involve the same work area. (*patrol/patrol; traffic/traffic or criminal/criminal*),
 4. The request must be submitted in writing. Supervisor shall ensure the request must not create double shifts for the members.
- (d) The Traffic Division of the Service shall work a shift system, commonly known as "4-10" system.
 - (e) The Criminal Division of the Service shall work a shift system, commonly known as "4-10" system established the first week of January 1990.
 - (f) The following Investigative Support Service areas shall work a compressed "4-10" system: Identification, Young Offenders and Fraud.

Hours of Work (Effective January 1, 1997)

The start time for the Day Platoon Shift, and the Afternoon Platoon Shift will be at the discretion of the Chief of Police. These times may be altered from time to time as necessary to provide adequate Police Service.

- (i) Members may be allowed to work restructured hours based on a continuous ten (10) hour work day. These hours are to be mutually agreed upon between the member and the member's supervisor.

Platoon Rotation and Days Off

Four (4) day platoon shifts, commencing on a Monday; followed by four (4) days off; followed by four (4) afternoon platoon shifts; followed by two (2) days off

- (g) The drug/intelligence unit will work a Monday to Friday schedule of eight (8) hour shifts. The shifts shall alternate between days and afternoons subject to the needs of the unit.
- (h) The night shift shall commence at 11:30 pm on the day immediately prior to the day worked. Night shift is the first shift of the calendar day.

4.2 Lunch Period

- (a) A member shall be assigned a paid one (1) hour lunch period which may commence any time upon completion of two and one half (2 1/2) hours of duty and such period which will not normally extend beyond the completion of seven (7) hours into the scheduled shift. When the requirements of the Service do not permit the taking of the assigned lunch period, the supervisor

may assign another lunch period during the shift or shall credit the member's overtime bank with one (1) hour at straight time. All banked hours for missed lunch periods shall be taken in time off only.

- (b) Subject to clause (a), a member who is granted permission to be excused from duty for part of a shift and who utilizes annual leave or banked time to extend the duty period to a full shift, they shall be credited a paid one (1) hour lunch period for that duty shift.
- (c) Subject to clause (a), a member who is granted permission to utilize unpaid leave of absence to be excused from duty from any **part** of the shift, they shall have their lunch period prorated accordingly.
- (d) A member will be allowed one (1) fifteen (15) minute break for the first half (1/2) of the shift worked and one (1) fifteen (15) minute break for the second half (1/2) of the shift worked.

4.3 Shift Pay -2 Shifts

The Board shall pay to each member working two (2) shifts an annual premium of three hundred and fifty (\$350.00) dollars. Members shall be reimbursed for less than a full year of appointment on a prorated equivalent daily basis. Such shift premium is payable in conjunction with the first pay in December of each year.

4.4 Shift Pay - 3 Shifts

The Board shall pay to each member working three (3) shifts an annual premium of four hundred (\$400.00) dollars. Members shall be reimbursed for less than a full year of appointment, on a prorated equivalent daily basis. Such shift premium is payable in conjunction with the first pay in December of each year.

4.5 Shift Clarification

For the purpose of clarification of sections 4.3 and 4.4, the member shall be deemed to be working two (2) shifts if the conclusion of any of their regular working shifts exceeds 6:00 p.m., and the member shall be deemed to be working three (3) shifts if the conclusion of any of their regular working shifts exceeds 2:00 a.m.

4.6 Duty Extension

The normal period of duty may be extended by or under the direction of the immediate supervisor on any particular day or for a specified period with respect to any member or members of the Service and nothing in these regulations shall effect

the obligation of any member to carry out any lawful orders or to attend at any time to any matters to which it is his duty as a member to attend.

- 4.7 (a) The Service will endeavour to give a member a minimum of forty eight (48) hours notice preceding any change in their schedule excluding training, call outs, court time or overtime as otherwise covered within this Collective Agreement.
- (b) In the event that a member's schedule is changed without the member's consent and contrary to the provision of Article 4.7(a), the member shall receive overtime for that shift or the first shift of the new schedule.
- 4.8 Members subject to transfer as a result of a position posting will receive a minimum of three (3) weeks advance notice before such transfer.

5 PAYMENT FOR OVERTIME, COURT TIME, CALL OUT, ETC.

5.1 Overtime

When the normal period of duty of any member of the Service is extended one-half (1/2) hour or more; up to one (1) hour - such member shall be paid for one (1) hour at one and one-half (1 1/2) times their hourly rate.

For each consecutive half (1/2) hour or part thereof, such member shall be paid one and one-half (1 1/2) times their hourly salary for the half (1/2) hour. Subject to the approval of their immediate supervisor.

5.2 Court Time

Any member attending Court or an Inquest during their off-duty time shall be paid four (4) hours overtime per attendance. Morning and afternoon attendance shall be counted as separate appearances. A member required to attend Court or an Inquest during a period of Annual Leave shall be allowed twelve (12) hours overtime for each day. Morning Court shall be deemed to end at 1:00 p.m. If any member is required to attend Court beyond 6:00 p.m., the time after 6:00 p.m. shall be considered a separate appearance,

5.3 Court Overtime

Members attending court which commences during their regular shift and extending beyond the period of their shift will be paid at the overtime rate for the period of duty that extends beyond one half (1/2) hour or more in excess of the regular tour of

duty. Members who are scheduled for court and have been served a subpoena are not permitted to request and/or sign for any form of leave for that court date.

5.4 Call Out

Being called to extra duty upon orders of the Chief of Police or other Officers acting in their stead, the Board shall pay four (4) hours overtime for the first hour spent or portion thereof and one (1) hour overtime for each subsequent hour spent. More than one (1) call out within two (2) hours shall be deemed to be one (1) call out.

Call in shall mean to cause a member to return to duty after their shift has concluded or to attend to duty before their shift commences, but shall not include attendance at court. If a member is called out during their Annual or Statutory Leave, the member shall be allowed twelve (12) hours of overtime.

5.5 In-service Training

The Board shall pay overtime to members attending in-service training, during the members off duty hours.

All 5 - 35 members will be required to fulfill four (4) training days annually. Each day consisting of nine (9) hours. Training days to be scheduled once in every third rotation on what would normally be an off day. Should a training day fall during annual leave or statutory leave, such training day will be designated at a later date by the Training Officer or forfeit nine (9) hours. These training days shall not be considered as overtime.

5.6 Uniform Measuring

When being required to report for the measuring of uniforms or other wearing apparel, no overtime shall be granted. If after the initial measurement it is necessary to be re-measured or re-fitted, this section will not apply and overtime will be granted. If a member is on holidays or attending a training course, the member shall not be required to attend until a more convenient time.

5.7 Payment of Overtime

- (a) Overtime shall be paid at time and one-half (1 1/2) of the individual member's straight time rate of pay or as set out within the relevant sections of this collective agreement.
- (b) Members shall have the option of banking **up** to a maximum of eighty (80) hours of overtime for time off at a later date.

- (c) Members who elect to bank such time will not have the option of converting banked time to paid time at a later date. (*Effective January 1, 1998*)
- (d) Members may be required to utilize any banked time upon notice of resignation until the termination date with the exception of any scheduled court time.
- (e) Upon termination, any outstanding banked time will be paid out at the member's current rate of pay with the exception of missed lunches which are not eligible for pay out.

5.8 Stand-by Pay

The Board shall pay to any member on call at the rate of fifty (\$50.00) dollars per day in addition to the salary of the member hereinafter provided for an amount or amounts to be known as "Stand-by Pay", which shall be paid twice a year in June and December. "Stand-by Pay" shall be in addition to any benefits to which a member shall be entitled under Article 5.4 hereof. Stand-by duty shall mean the period of time when the member is off duty and has been notified to be available for duty and shall also be known as being "on call".

5.9 One (1) Identification Officer and one (1) Breathalyzer Operator are to be designated as being on stand-by at all times deemed necessary by the Chief of Police.

5.10 Statutory Pay

Every member who is required to work on a day so designated as a Statutory Holiday as per the Employment Standards Act, shall be paid at the rate of time and one-half (1 1/2) for the time so worked.

5.11 Meetings

Members who request and are granted permission to attend meetings during their off hours shall have the option of payment at time and a half (1 1/2) their regular rate of pay for all hours in attendance or banking such time at time and a half (1 1/2) to be taken at a later date.

6 ASSOCIATION MEETINGS

- 6.1 Four (4) members of the Association will each be allowed five (5) consecutive days and essential travelling time to attend the P.A.O. annual convention. A fifth member may be allowed at the discretion of the Chief of Police.
- 6.2 Three (3) members of the Association will each be allowed two (2) consecutive days and essential travelling time to attend three (3) *two* (2) day executive meetings of the P.A.O.
- 6.3 If a member of the Association is elected or appointed to the Board of Directors of the P.A.O., such member will be granted time off to attend three (3) *two* (2) day executive meetings, annual convention and ten (10) *one* (1) day Board of Directors meetings of the P.A.O.
- 6.4 The members of the Association Board of Directors shall be entitled, if on duty, to attend a maximum of twelve (12) Board and/or General meetings of the Association without loss of pay, at the discretion of the Chief of Police. This shall be limited to a maximum of six (6) Police Officers.
- 6.5 Members of the Association bargaining committee shall be granted such time off, without loss of salary, as is required to carry out their bargaining respecting: negotiations, conciliation or arbitration, between the Board and the Association. In the event that a member of the bargaining committee is scheduled to work any shift on the day of the aforementioned meetings between the Board **and** the Association, their shift shall be changed to accomodate the meeting.
- 6.6 A member, duly elected or otherwise authorized by the Association for the purpose, shall be granted leave of absence with no loss of salary to attend training courses and or seminars which would benefit both parties at the sole discretion of the Chief of Police.
- 6.7 (a) The parties agree that there shall be a Service/Association Committee comprised of four (4) representatives from the Service, three (3) of whom shall be the Chief of Police, the Inspector of Operations, and the Human Resources Administrator, and four (4) representatives of the Association, one (1) of whom shall be the President of the Association. Other representatives may be invited by mutual consent dependent on the agenda.
- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of the Chair and Secretary shall be alternated between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior *to* the meeting. A record shall be maintained of matters

referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.

- (c) The purpose of the Committee includes:
 - (i) promoting and providing effective and meaningful communication of information and ideas; and
 - (ii) making joint recommendations on matters of concern.
- (d) The Service agrees that there will be no loss of pay for attendance of such meetings during regular working hours.

7 COMPASSIONATE LEAVE, MEDICAL LEAVE, ETC.

7.1 Compassionate Leave - 3 Days

Compassionate leave with full pay and without loss of seniority shall be granted on application to the immediate supervisor. Such leave shall include the day of the funeral and the two (2) days immediately prior thereto, for a total of three (3) consecutive days off without loss of earnings for scheduled hours. The relationship to the member shall be any of the following: wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, grandchildren, common-law spouse, and same sex partner. Additional time may be granted at the discretion of the Chief of Police or designate. Such extra time will be charged against the member's accrued sick leave credits.

7.2 Medical Leave

- (a) Members off duty for medical reasons shall be entitled to annual sick leave allowances as follows:

All members will be credited with equivalent of ten (10) hours per month. Of each year's credit not used as sick leave or leave of absence such time shall be carried forward from year to year, such accumulation to be added each January first (1st). Sick days shall be counted as normal working days only.

- (b) Application for leave on medical grounds must be reported upon and recommended by the member's physician with the understanding that the applicant may be required to submit to an examination by another physician named by the Board.

- (c) A member may utilize sick leave allowance for absence from scheduled work:
 - (i) for the purpose of attending any medical examination or treatment required for the said member. Such time to be deducted from their accumulated sick leave. The said member shall submit a report to their immediate supervisor requesting the time off and such report shall specify the reason for the request.
 - (ii) caused by non work related exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other members or the public by attendance on duty.
 - (iii) for periods of illness or hospitalization.
- (d) Members who are absent from work due to illness or injury which is not work related for a period of seven (7) or more consecutive working days may be required to provide a medical certificate to:
 - (i) qualify for sick benefits; and
 - (ii) provide proof of fitness to return to full duties or restrictions for modified work, or
 - (iii) to remain off duty as directed by a medical doctor.
- (e) Subject to subsection (d) above, members whose absence extends to fourteen (14) consecutive schedule working days shall on the fourteenth (14th) day and for every subsequent fourteen (14) working days, file a medical certificate with Human Resources, unless the medical certificate states a greater time period. However, the maximum period shall be no greater than ten (10) calendar weeks at which time the member must be reassessed.
- (f) Members will be reimbursed for any fee charged for the completion of a medical certificate by the medical physician.
- (g) Family Leave

Any member may be granted up to forty (40) hours leave of absence such leave being charged against the accumulated sick credits of the member for serious illness of spouse, child, or childbirth by spouse, provided sufficient sick credits have been accumulated by the member, and at the discretion of

the Chief of Police or their designate. Spouse includes common law and same sex spouse.

(h) Posting

The total number of sick credits shall be posted in writing to all members of the Service each January.

(i) Termination

On termination of appointment all members with ten (10) years or more of continuous appointment shall be entitled to an amount equal to their salary or wages for one-half (1/2) the number of hours to their credit but in any event not in excess of one-half (1/2) years earnings at the rate of pay in effect immediately prior to termination of appointment in accordance with the provisions of section 207, clause 47, Municipal Act, R.S.O., 1990, c.M45. Such payment is to be computed on the basis of a work year of two thousand and eighty (2,080) hours.

(j) Retirement or Death

On normal retirement or death of all members with ten (10) years or more of continuous appointment, their beneficiaries or estates, shall be entitled to an amount equal to their salary or wages for one-half (1/2) the number of days to their credit, but in any event not in excess on one-half (1/2) years earnings at the rate of pay in effect immediately prior to termination of appointment or death, in accordance with the provisions of section 207, clause 47, Municipal Act, R.S.O., 1990, c.M45. Such payment is to be computed on a basis of a work year of two thousand and eighty (2,080) hours.

7.3 Leave - Special Circumstances

Application for leave in excess of that provided in the foregoing schedule may be granted by the Chief of Police with or without pay according to the special circumstances of each case.

7.4 Marriage Leave

Marriage leave shall be granted by the member's Division Senior Manager not exceeding three (3) days for the purpose of getting married. The member will have the option of charging the extra time against their accrued sick leave credits or accumulated overtime. Such leave must be taken immediately prior to or following the marriage and/or approved leave attached to the time of the marriage.

7.5 Pregnancy Leave

- (a) Pregnancy Leave is granted to permit a member to return from leave to the same position, if it still exists or a comparable one in terms of work setting and level of responsibility at the same rate of pay as that received by her at the time of commencing the leave or the rate she would have been earning had she worked throughout the leave, whichever is greater.
- (b) A member with at least thirteen (13) weeks service before the expected birth date is entitled to the following leave of absence without pay:
 - (i) Such leave of absence shall be for a total period of seventeen (17) weeks or such shorter leave of absence as the member may request, it being understood that the leave shall not end before the expiration of six (6) weeks after the actual date of delivery, unless otherwise mutually agreed. Such application for leave to be accompanied by a doctor's certificate, indicating the date of the completion of the pregnancy.
 - (ii) A member who intends to resume work on the expiration of a pregnancy leave of absence granted to her under this section, shall so advise the Service in writing at least fourteen (14) days prior to completion of the leave or at least twenty-eight (28) days should the member wish to return prior to the expiry of the seventeen (17) week leave period.
- (c) The above pregnancy leave of absence may be started any time up to seventeen (17) weeks before the expected birth date. It is understood, however, that the Board may require the member to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the member's work is materially affected by the pregnancy.
- (d) In accordance to the Employment Standard's Act, seniority for all purposes continues to accrue during pregnancy leave.
- (e) The Board will maintain its share of benefit premiums paid, for the seventeen (17) week period provided the member maintains payment of her share, if any, of benefit premiums where applicable.
- (f) The member will not receive payment for any accumulated sick leave or vacation pay, if eligible, owing to her at the start of the pregnancy leave of absence, but such benefits shall be paid to her credit until she returns to work or advises that she does not intend to return to work.

7.6 Parental Leave

- (a) A member is eligible for eighteen (18) weeks parental leave without pay up to a maximum total of thirty-five (35) weeks, in accordance with the parental leave provisions of the Employment Standards Act, provided the member makes such request to Human Resources at least four (4) weeks prior to the originally expected date of their return to work. Such parental leave shall obtain the same rights of a pregnancy leave as they relate to benefits, seniority and job security.
- (b) In the event an extension is required beyond the pregnancy and/or parental leave, it is the responsibility of the member to obtain a valid certificate from the member's doctor. It is also the member's responsibility to give as much notice as possible. It is understood the **rights** outlined in this provision as they relate to benefits and seniority do not apply, but the right of job security as outlined in 7.5 (a) shall remain. Such extension shall be to a maximum of four (4) months.

8 PENSION

8.1 O.M.E.R.S.

The Board shall provide for all members the maximum benefits available under the Ontario Municipal Employee's Retirement System Supplementary Plan. That an immediate provision of a supplementary pension, payable in full at sixty (60) years of age, be implemented to provide that the total pension payable from the Ontario Municipal Employee's Retirement System and any former pension plan is equal to two (2%) percent of the employees highest average sixty (60) consecutive months earnings, multiplied by his years of credited service at retirement to a maximum of thirty-five (35) years of service. Such "credited service" to include all "true past service" from date of employment with the present employer.

8.2 Early Retirement

That an early retirement benefit be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a members normal retirement date when:

- a) The member is declared by the employer to be unable to perform the duties of his employment due to mental or physical incapacity (partial disability),
or

- b) The member has completed thirty (30) years of service with the employer.

8.3 **Past Service Costs**

That all past service costs be paid by the employer.

8.4 **Employee Contributions**

That the contributions of the employee be established at eight (8%) percent maximum of his earnings.

8.5 **Retirement Age**

The retirement age of all employees shall be sixty (60) years of age.

9 **LIFE INSURANCE**

- 9.1 The Board shall pay one hundred (100%) percent of the premiums payable for providing each member with Life Insurance in the amount equal to two (2) times the 1992 annual salary of a 1st Class Constable, double indemnity, to be updated every four (4) years commencing 1993.

10 **MEDICAL BENEFITS**

- 10.1 The Board shall provide hospital, drug, medical insurance, dental and vision plan coverage. The Board shall pay one hundred (100%) percent of the premium costs for all members in accordance with the terms and conditions of the following policies:

- (a) Liberty Health semi-private
- (b) Liberty Health extended health care plan 10/20 and thirty-five (\$.35) cent prescription plan. This plan shall include Liberty Health DeLuxe Pay Med benefit or equivalent and **effective January 1, 1998 the following:**
 - (i) Chiropractic Services: increase to \$50.00 per visit, maximum 20 visits per year, after yearly OHIP is used.
 - (ii) Physiotherapy: maximum \$50/visit, \$1,000/year
 - (iii) Masseur: maximum \$50/visit, \$1,000/year.
- (c) Ontario Health Insurance Plan.
- (d) Liberty Health Dental Plan 15, at the current O.D.A.

- e) Liberty Health Vision Care, V-7, \$120.00 plan every two (2) years.
Effective January 1, 1998, Liberty Health Vision Care \$200 every twenty four (24) months.
- f) The Board will pay 100% of the premium cost of a), b), c), d) and e) and 100% of the premium for Group Life Insurance of \$25,000 for a member voluntarily electing retirement or a member on disability pension subject to the following conditions:
1. This program will be extended only to members voluntarily electing retirement or disability pension before the age of 60 and within ten years of their normal retirement date. This is interpreted to mean that the member is 50 years of age or older for an age 60 normal retirement date.
 2. The retiring or disabled member must have a minimum of ten (10) years continuous service with the Board at the time of the retirement or disability to be eligible for this program,
 3. The above benefit coverage terminates in the event of the death of the retired or disabled member where death precedes the member's 65th. birthday.
 4. This provision will be provided to retiring or disabled members provided they are not receiving their benefits from another employer, or through the Government or Government Agencies.
- Benefits are not available if equivalent coverage is available through member's spouse. If the spouse's plan has a similar condition, the member's plan will continue.
5. The above benefit coverage terminates when the member reaches their 65th. birthday.
- g) Widows/Widowers and dependents of Police Officer's killed in action while in the discharge of their duties or dies from injuries received in the service of the Board as a Police Officer, and in either case for which the compensation award is made by the Workers Compensation Board, the Board will have the above named included in the benefit plans above (a,b,c,d and e). This provision will be provided to widows/widowers outlined above only if they can demonstrate that they have no other means of access to the above benefit coverage. In the event the widow/widower remarries or when they reach the age of sixty-five (65), the benefits shall cease. This provision will be

provided to dependents outlined above only if they can demonstrate that they have no other means of access to the above benefit coverage and in any event until the dependents reach the age of twenty-one (21).

11 **SERVICE PAY**

11.1 With a view to rewarding members of the Police Service who have served uninterruptedly on the Police Service for long periods, combined with good conduct, in addition to salary, they shall receive service pay for each five (5) years of service, calculated at five (\$5.00) dollars per month with no maximum payable twice yearly in conjunction with the first pay in June and December of each year. (This Clause shall be grandfathered out as per the signing of the 1990 Collective Agreement which was November 9th, 1990.)

12 **INJURY ON DUTY**

12.1 A member of the Service who is injured in the course of performing their duties within the meaning of the Worker's Compensation Act, will be entitled to their basic salary while they are thereby incapacitated up to one (1) year and no deduction will be made from their sick leave credits in respect to their absence as a result thereof.

13 **TRAINING COURSES**

13.1 Members will be permitted to attend training courses and training opportunities subject to the direction of the Chief of Police or designate.

13.2 Members attending courses shall have their work schedules adjusted by their immediate supervisor whenever possible to conform with the schedule of the training course. Travel time which has not been included in the schedule adjustments shall be compensated at straight time.

13.3 Members attending courses Monday to Friday shall have Saturday, Sunday and holidays off the same as the institution they are attending.

13.4 Members who attend training courses, shall be reimbursed by the Board, for travelling expenses for one return trip, from the place of study, to the member's home. When the course of study exceeds four (4) weeks, excluding the recruit basic course at the Ontario Police College, a return **trip** will be provided every four (4) weeks. The Board will pay twenty five (\$.25) cents per km. or economy air fare which ever is the lesser.

13.5 Any member attending the Ontario Police College, the Canadian Police College, or any other College or Course required by the Board, shall be entitled to reimbursement of all legitimate expenses occurred while attending such courses, at the discretion of the Chief of Police.

14 EDUCATION LEAVE

14.1 Leave of absence, without pay, for the purposes of further education may be granted on written application by the member to the Chief of Police or designate subject to the following terms and conditions:

- (a) that the member has been a member of the Service for at least three (3) years;
- (b) the member has the option of continuing benefits specified in Article 9.1 (Life Insurance) and Article 10.1 (Medical benefits) during the leave of absence at their own expense;
- (c) that the member's seniority will be retained but will not continue to accumulate during any period of absence which exceeds thirty (30) calendar days and that the seniority list will be amended upon their return to active duty;
- (d) that the length of service for the purpose of annual leave and salary progression and other benefits will be retained but will not accumulate during the period of leave;
- (e) that approval for such leave is at the sole discretion of the Chief of Police or designate;
- (f) that approval for permission for such leave is dependent on the member entering into a written agreement with the Board that following completion of the leave the member will remain with the Service for a minimum period of six (6) months;
- (g) that permission for such leave does not place any financial obligation on the Service or the Board for educational or living expenses.

15 TUITION ASSISTANCE

A member who attends a course of study approved by the Board shall be reimbursed by the Board in the amount of the tuition fee and the costs of text books and

material required for the course, or in such amount as the Board may determine upon successful completion of the course. This article applies to supplementary education only.

16 ANNUAL AND STATUTORY LEAVE

16.1 Members shall be granted leave in each calendar year with full pay as per the following schedule:

Annual Leave - under one (1) year service, five sixth (5/6) of a day for each month or part of month served.

Eighty (80) hours after one (1) year.

One hundred and twenty (120) hours after four (4) years.

One hundred and sixty (160) hours after ten (10) years.

Two hundred (200) hours after sixteen (16) years.

Two hundred and forty (240) hours after twenty-three (23) years.

16.2 **Statutory Holidays**

The following statutory holidays are recognized:

1. New Year's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day
12. Floater Day - one (1) full day to be taken any time during the year at the discretion of their immediate supervisor.

Each Statutory day is calculated to be eight (8) hours in duration, totalling ninety-six (96) hours.

(a) Statutory Leave - One Shift

Members currently assigned to positions as set out in section 4.1(a) and 4.1(b) take the Statutory Holidays mentioned in clause 16.2 on the days on which they fall subject to change at the discretion of the Chief of Police. Where any of the above holidays fall on a Saturday or Sunday, or during the member's Annual leave, an alternative day will be given in lieu either before or after the holidays.

(b) Statutory Leave - Two Shifts and Three Shifts

(i) Ninety-six (96) hours credited to the member's bank.

16.3**GENERAL RULES**

- (a) Each member shall reduce their annual and statutory leave hours to zero in the year in which the requisite falls.
- (b) Members requesting to alter leave periods must submit their request in writing to their supervisor. In the event that there is a dispute, the decision of the Chief of Police will be final.
- (c) Leave periods shall consist of working block(s) in the member's respective work area, regardless of the number of hours in that particular working block(s).
- (d) Leave periods will commence on dates to be decided by the Unit supervisors. In the event that there is a dispute, the decision of the Chief of Police will be final,
- (e) Members selecting leave will make their selection from the leave list provided for each division or platoon shift of the Service. The member with the most seniority shall have the first draw as set out in sections 16.4, 16.5, and 16.6 of this agreement. The member next in seniority shall have second selection and so on in succession.
- (f) A member who incurs an injury on duty of sufficient seriousness to require absence from work extending into the member's Annual or Statutory Leave or who incurs injury as a result of an accident or sickness which requires hospitalization before and extending into the member's Annual or Statutory Leave will be permitted to change Annual or Statutory Leave already signed for, for time to be mutually agreed upon between the member and their Supervisor.

- (i) All such requests shall be in writing and accompanied by a Doctor's certificate at least two days prior to the commencement of annual or statutory leave, unless circumstances did not so permit.
 - (ii) Should a member not be able to take their allotted vacation time for one year due to illness or injury, they will be allowed to carry over all remaining leave to the following year and must take such leave in that year or it shall be paid out.
- (g) If required to attend court during the off days, between annual leave blocks, the member will be compensated as if on annual leave.

16.4 Leave Selection - One Shift

- (a) Members currently assigned to positions as set out in section 4.1(a) and 4.1(b) shall sign for annual leave in the following manner.
 - (i) Members signing for leave on the first draw shall select annual leave (AL). This draw may consist of one or two working blocks. If only one block is selected, the draw then goes to the next member in seniority. If two blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - (ii) On the second draw, members may sign for the remainder of their annual leave.
 - (iii) Members who choose not to exhaust their leave entitlement may pass, thereby relinquishing their signing position for that turn.

16.5 Leave Selection - Two Shifts

- (a) Members currently assigned to positions as set out in section 4.1(d) and 4.1(e) shall sign for leave in the following manner:
 - (i) Members signing for leave on the first draw shall select annual leave (AL). This draw may consist of one or two working blocks. If only one block is selected, the draw then goes to the next member in seniority. If two blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.

- (ii) Members signing for leave on the second draw shall select from the ninety-six (96) hours of statutory leave from section 16.2 (statutory leave).
 - (iii) Members signing for leave on the third draw may select the remainder of their leave.
- (b) Members currently assigned to positions as set out in section 4.1(f) and 4.1(g) shall sign for leave in the following manner:
- (i) Only one member in each area will be allowed to sign per calendar week.
 - (ii) Members signing for leave on the first draw shall select annual leave (AL). This draw may consist of one or two working blocks. If only one block is selected, the draw then goes to the next member in seniority. If two blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - (iii) Members signing for leave on the second draw shall select from the ninety-six (96) hours of statutory leave from section 16.2 (statutory leave).
 - (iv) Members signing for leave on the third draw may select the remainder of their leave.

16.6 Leave Selection - Three Shifts

- (a) Members currently assigned to positions as set out in section 4.1(c) shall sign for leave in the following manner:
- (i) Members signing for leave on the first draw shall select annual leave (AL). This draw may consist of one or two working blocks. If only one block is selected, the draw then goes to the next member in seniority. If two blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - (ii) Members signing for leave on the second draw shall select from the ninety-six (96) hours of statutory leave from section 16.2 (statutory leave).

- (iii) Members signing for leave on the third draw may select the remainder of their leave.
- (iv) There shall be no more than two Constables allowed off on any one platoon at any one time which will include Statutory and Annual Leave. Additional annual leave, statutory leave or overtime may be granted at the discretion of the member's immediate supervisor and that said permission will not create a staffing shortage which would require replacement or a call out. Requests will be considered in order of date of receipt with seniority prevailing should two requests be received at the same time for the same time period. This will not include members on Pregnancy Leave, Parental Leave, members away at training courses, or members off duty on Long Term Disability or Worker's compensation.

17 PLAIN CLOTHES REIMBURSEMENT

17.1 A member transferred from the uniform rank to the Criminal Investigation Division shall, upon completion of two (2) years of service whether continuous or interrupted, receive an increase of one thousand (\$1,000.00) dollars over and above their annual salary of a first class constable payable the first pay in December and prorated for any period of time less *than* one (1) year during which they perform such duties. It is understood, however, that any member serving as a plain clothes constable shall retain only the rank of a first class constable and shall be subject to transfer at any time to the uniform branch at the discretion of the Board and at the salary applicable to such uniform branch.

17.2 A member who performs duties in plain clothes, shall be reimbursed for clothing in the amount of eight hundred and fifty (\$850.00) dollars per year and a pro-rated equivalent daily part of that sum for any period of time less than one (1) year during which they perform such duties. Such reimbursement shall be paid as follows:

Four hundred and twenty-five dollars (\$425.00) when the member commences his or her duties as a plain clothes officer. The remainder pro-rated in conjunction with the first pay in June and December of each year.

18 UNIFORMS

18.1 The following articles of uniform and equipment will be issued and replaced at the Board's expense, according to the pattern prescribed for each rank, and will be kept in a clean, serviceable condition by the members of the Service to whom they are

issued. Any piece of equipment or uniform will be replaced by the Board at the Board's expense where such piece of equipment or uniform is damaged while the Officer is carrying out their line of duty.

18.2 Uniforms

- (a) For all uniform ranks the following articles of clothing shall be issued per year on an as need basis to a maximum of:
 - two (2) pair of trousers
 - five (5) shirts (any combination of the number of short and/or long sleeves shirts of the permanent press type with appropriate shoulder flashes)
 - one (1) pair of boots or one (1) pair of insulated winter boots or one (1) pair of walking shoes (supervisors shall have the option of either boots or low cut oxford shoes)
- (b) New members and newly sworn 4th class constables (upon successful completion of Level II of the Basic Constable Recruit course at the Ontario Police College) shall be issued an additional two (2) shirts, long sleeve or short sleeve, or any combination thereof, one (1) additional pair of trousers, and they shall receive in addition to the one (1) pair of boots, one (1) pair of insulated winter boots.
- (c) One tunic to be issued, if needed, once every five (5) years.
- (d) One all weather coat , sweater, mitts or gloves, fur hat, forage hat, waterproof coat, two (2) ties, and or winter overboots to be issued on the basis of need as determined by the Service.
- (e) One (1) outer shell to hold the bullet proof vest panels of the style supplied by the vest manufacturer, on the basis of need as determined by the Service.
- (f) One (1) exterior nylon bullet proof vest carrier for those members electing to wear the bullet proof vest on the outside of their clothing, on the basis of need as determined by the Service. Implementation of the nylon vest to be divided over 1997, 1998 and 1999 unless otherwise determined by the Chief that the full cost can be accommodated in the 1997 or 1998 budget year.
- (g) The Service shall be responsible for setting up a process and expense for cleaning the all weather coats.

19 SALARIES

19.1 The Board agrees to pay salaries in accordance with the following schedule:

RANK	SALARY
Staff Sergeant	\$ 63,224.17
Sergeant	\$ 57,360.64
Senior Constable	\$ 51,752.04
1st Class Constable	\$ 50,987.23
2nd Class Constable	\$ 44,358.89
3rd Class Constable	\$ 39,158.20
4th Class Constable	\$ 33,447.63

RANK	SALARY
Staff Sergeant	\$ 63,856.41
Sergeant	\$ 57,934.24
Senior Constable	\$ 52,269.56
1st Class Constable	\$ 51,497.11
2nd Class Constable	\$ 44,802.48
3rd Class Constable	\$ 39,549.78
4th Class Constable	\$ 33,782.10

RANK	SALARY
Staff Sergeant	\$ 64,494.98
Sergeant	\$ 58,513.59
Senior Constable	\$ 52,792.26
1st Class Constable	\$ 52,012.08
2nd Class Constable	\$ 45,250.51
3rd Class Constable	\$ 39,945.28
4th Class Constable	\$ 34,119.92

Effective July 1, 1997

RANK	SALARY
Staff Sergeant	\$ 65,139.93
Sergeant	\$ 59,098.72
Senior Constable	\$ 53,320.18
1st Class Constable	\$ 52,532.20
2nd Class Constable	\$ 45,703.01
3rd Class Constable	\$40,344.73
4th Class Constable	\$ 34,461.12

RANK	SALARY
Staff Sergeant	\$ 65,791.33
Sergeant	\$ 59,689.71
Senior Constable	\$ 53,853.38
1st Class Constable	\$ 53,057.52
2nd Class Constable	\$ 46,160.04
3rd Class Constable	\$ 40,748.18
4th Class Constable	\$ 34,805.73

RANK	RATE	SALARY
Staff Sergeant	12 month	\$ 66,985.12
Staff Sergeant	start	\$ 63,769.83
Sergeant	12 month	\$ 60,554.55
Sergeant	start	\$ 57,205.29
Senior Constable		\$ 54,391.92
1st Class Constable		\$ 53,588.10
2nd Class Constable		\$ 46,621.64
3rd Class Constable		\$ 41,155.66
4th Class Constable		\$ 35,153.79

RANK	RATE	SALARY
Staff Sergeant	start	\$ 64,216.22
Sergeant	12 month	\$ 60,978.43
Sergeant	start	\$ 57,605.73
Senior Constable		\$ 54,772.66
1st Class Constable		\$ 53,963.21
2nd Class Constable		\$ 46,947.99
3rd Class Constable		\$ 41,443.75
4th Class Constable		\$ 35,399.87

RANK	RATE	SALARY
Staff Sergeant	12 month	\$ 67,926.19
Staff Sergeant	start	\$ 64,665.74
Sergeant	12 month	\$ 61,405.28
Sergeant	start	\$ 58,008.97
Senior Constable		\$ 55,156.07
1st Class Constable		\$ 54,340.95
2nd Class Constable		\$ 47,276.63
3rd Class Constable		\$ 41,733.85
4th Class Constable		\$ 35,647.67

The Senior Constable classification shall be applicable to 1st Class Constables with ten (10) or more years of consecutive service with the Guelph Police Service who has an employment record free of Police Services Act charges within the previous twelve (12) months. If such charges are reversed, the officer will receive this payment retroactively.

19.2

Every member shall be paid every second Thursday in accordance with the rate fixed for their rank subject to the provisions of the Police Services Act. If City Hall is closed on a regular pay day for any of its employees, the members shall be paid at 4:00 p.m. on the preceding day, provided there is a banking day in the same week following the regular pay day.

If there is no banking day in the same week after the City Hall closure, then the members shall be paid by 10:00 a.m. on the day preceding their regular pay day.

All members will be paid by means of Electronic Bank Deposit to a financial institution of the member's choice.

20 ACTING RANKS

20.1 Acting ranks shall be paid at the first step of the rank the member is assigned.

- 20.2
- (a) Members assigned to a rank outside of this collective agreement shall be paid at the first step of that rank but shall be paid no less than five percent (5%) above their current rate of pay.
 - (b) The member will continue membership within the Association.
 - (c) Seniority will continue to accrue for all purposes within the Association.
 - (d) The sick bank will remain intact.
 - (e) The Association dues will continue to be remitted.

21 PROMOTIONS

21.1 Promotions up to and including the rank of Inspector shall be decided upon by a Promotional Board named by the Chief of Police. Any member named to a Promotional Board shall be of equal rank or above that of the *rank* being considered. For the rank of Sergeant, the Promotional Board shall consist of five (5) members.

For the rank above that of Sergeant, the Promotional Board shall consist of not less than three (3) members.

Every applicant must undergo a physical examination at the expense of the Service if the Promotional Board so requires.

21.2 The Chief of Police shall, when the need arises post a notice in General Orders inviting applications in writing from those interested in qualifying for the Junior Command Course at the Ontario Police College relating to a Sergeant's rank. The notice of intention shall be returned to the office of the Chief of Police within ten (10) days of the said order being posted. The procedure will then be as follows:

- a) **All** applicants shall hold the rank of First (1st) Class Constable with a minimum of five (5) years continuous service with the Service.

- b) If the applicant qualifies at the Promotional Board interview, they shall then be qualified to attend the Junior Command Course at the Ontario Police College at a later date.
- c) If the applicant qualifies on completion of the Junior Command Course at the Ontario Police College, they shall then be added to the bank of qualified applicants, such qualifications shall be valid for a period of three (3) years.
- d) Any applicant wishing to re-qualify after the three (3) year expiry period, shall again apply in writing as per the procedure in this article, and if the applicant qualifies at the Promotional Board interview, they shall not be required to again attend the Junior Command Course at the Ontario Police College, unless the course content has changed significantly. Should this be the case, then such attendance shall be a prerequisite.

21.3 The Chief of Police shall at expedient intervals post a notice in General Orders inviting applications in writing from those interested in applying for a Staff Sergeant's rank. Such applicant shall hold the rank of a Sergeant confirmed. The notice of intention shall be returned to the office of the Chief of Police within ten (10) days of the said Order being posted.

21.4 The Chief of Police shall at expedient intervals post a notice in General Orders inviting applications in writing from those interested in applying for an Inspector's rank. Such applicant shall hold the rank of a Staff Sergeant confirmed. The notice of intention shall be returned to the office of the Chief of Police within ten (10) days of the said Order being posted.

21.5 The Promotional Board shall consider the following: seniority, ability, fitness, efficiency, standing obtained while attending any recognized Police training facility and an oral interview.

21.6 The Constables of the Police Service are divided into five (5) classes and the following period of service is required in each rank before promotion from one to the other will take place, provided that such promotion shall be consequent upon goodconduct and efficiency as set forth therein:

- a) 4th Class Constable ----- twelve (12) months
- b) 3rd Class Constable ----- twelve (12) months
- c) 2nd Class Constable ----- twelve (12) months
- d) 1st Class Constable.

e) Senior 1st Class Constable----- ten (10) years

22 BENEFITS TO BE CONTINUED

22.1 The Board agrees that if it is possible as a "Former Board" it will endeavour to ensure whatever benefits our Association has obtained will be carried on by a new governing authority.

23 GRIEVANCE PROCEDURE

23.1 The parties agree that Complaints and grievances relative to this agreement or working conditions generally shall be adjusted as quickly as possible.

Subject to the provisions of Section 123 of the Police Services Act, the procedures to be followed where:

- a) a difference arises between the parties relating to the interpretation, application or administration of this agreement or of a decision or award of an Arbitrator or Board of Arbitration; or
- b) an allegation is made that the agreement or award has been violated.

23.2 If a member has a complaint, such complaint shall be discussed with their immediate supervisor within twenty (20) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the member and their immediate supervisor are unable to resolve a complaint to their mutual satisfaction within seven (7) calendar days, the member may proceed with the grievance procedure. Any member is entitled to have an Association representative present when meeting with the supervisor to resolve the complaint.

23.3 STEP 1

The member shall complete a grievance form. The nature of the grievance, the remedy sought, and the section or sections of the agreement where applicable, which are alleged to have been violated shall be set out in the grievance. The members shall submit the completed grievance form to the official representative of the Association. The Association shall investigate the grievance, and if in the judgment of the Association the grievance is justified, the aggrieved member and/or an Association representative shall submit the grievance and/or meet with the Divisional Senior Manager within thirty (30) calendar days of the member's

decision to proceed with Step 1 of the grievance. The Senior Manager shall render their written decision within seven (7) calendar days following the submission of the grievance or after the completion of such meeting. Failing Settlement, the next step of the grievance procedure may be taken.

23.4 STEP 2

Within seven (7) calendar days following the decision rendered at STEP 1, the member, and/or the Association, shall submit the written grievance to the Human Resources Administrator. The parties may, if they so desire, meet to discuss the grievance at a time mutually agreed upon. The Human Resources Administrator will deliver a decision in writing within fourteen (14) calendar days of receiving the grievance or upon completion of the meeting. Failing settlement, the next step in the grievance procedure may be taken.

23.5 STEP 3

Within fourteen (14) calendar days of receiving the decision under STEP 2, the Association shall submit the grievance to the Board who will deliver a written decision within thirty (30) calendar days of receiving the grievance. Failing settlement the next step of the grievance procedure may be taken.

23.6 STEP 4

The Association may, within fourteen (14) calendar days after receipt of the written decision of the Board, require that the grievance be submitted to a Conciliator, by notifying the Human Resources Administrator in writing of its desire to do so or continue to STEP 5. The appointment of the Conciliator will be in accordance with the provisions of the Police Services Act. Failing settlement, the next step of the grievance procedure may be taken.

23.7 STEP 5

The Association may within twenty-one (21) calendar days of receiving the decision under STEP 3 or STEP 4, notify the Human Resources Administrator in writing that the grievance be submitted for Arbitration. Within thirty (30) calendar days of such notice to the Board, the Association and the Board shall appoint a mutually acceptable Arbitrator. If the two parties fail to agree upon the selection of an Arbitrator the appointment shall be made by the Solicitor General of Ontario upon the request of either of the parties hereto.

The decision at each STEP above shall be binding upon the parties. Any time limit herein contained may be extended by mutual consent.

24 LEGAL EXPENSES

24.1 The Board shall indemnify a member of the Service for necessary and reasonable costs incurred by that member in a legal proceeding instituted as a result of the acts (omission and commission) of that member carried out in the course of their duties and performed in good faith; in the following circumstances:

- (a) In the defence of a civil action where:
 - (i) The Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,
 - (ii) In the opinion of counsel retained by the Chief of Police or the Board, to represent the Service, it would be improper for counsel to represent both the Chief and/or the Board and the member.
- (b) In the defence of criminal or statutory prosecution, save and except where the member is found guilty of an offence arising out of that prosecution;
- (c) Where during ~~an~~ inquest under the Coroner's Act, or, an inquiry under Part II or Part VI of the Police Services Act or a public inquiry under the Public Inquiries Act a member's conduct is called in question because of acts done in the attempted performance of their duties as a police officer, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the member's interest as such inquiry, but only if:
 - (i) the Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or
 - (ii) in the opinion of counsel retained by the Chief of Police or the Board, to represent the Service, it would be improper for counsel to represent the Chief and/or the Board and the member before that inquiry.
- (d) This article applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a police officer.

24.2 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; or
- (c) An internal discipline charge under the Police Services Act and Regulations.

24.3 For the purpose of legal indemnification under this agreement, “reasonable legal costs” shall be based on the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the counsel retained by the Board and, in the case of a dispute between the counsel rendering the account and doing the work and the Board’s solicitor, the amount shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

24.4 For the purpose of legal indemnification under this agreement, the reasonable legal costs incurred by a member 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.

25 PART TIME MEMBERS

25.1 Subject to the modifications as specified in this Article, all other Articles of this agreement shall have full application to all part time members excluding the following: 4.1, 4.2, 4.3, 4.4, 4.5, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10, 5.11 7.1, 7.2(h), 7.2(i), 7.2(j), 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1, 10.1, 11.1, 14, 16, 17, 20, 21, 26.6.

25.2 The Board may appoint a part time member to provide trained relief in the patrol platoons for:

- (a) members on approved leaves;
- (b) interim assistance during short term secondments;
- (c) exigencies of the Service.

25.3 Hours of Work

- (a) There is no guarantee of hours for part time members in a pay period.
- (b) Subject to Section 25.2, a **part** time member will work a minimum of four (4) hours.

- (c) A part time member who is assigned to provide relief as described in clause 25.2(a) and/or 25.2(b) shall be scheduled to work, whenever possible, the full time member's entire or remaining scheduled shift.
- 25.4** Shift premium shall be paid at \$0.192 per each hour worked on the straight time hourly rate only.
- 25.5** Subject to clause 25.2 above, the board shall not appoint part time members to fill newly created, current or previously existing full time positions. Further, two (2) or more part time members shall not be appointed to fill a position that could otherwise be filled by a full time member.
- 25.6** The normal hours of work shall not exceed the set schedule of eight (8) or ten (10) hours for the position in which the part time member is providing relief coverage. Hours worked which extend beyond the normal hours of work shall be paid in accordance to the overtime provisions in Article 5, however banking of overtime is not permitted.
- 25.7** The Board agrees to appoint no more than five (5) part time members. In general, one (1) part time member will be assigned to each platoon.
- 25.8** Paid lunch and rest periods shall be as follows:
- (a) Duty shifts of four (4) hours shall be entitled to one (1) fifteen minute break.
 - (b) Duty shifts of more than four (4) hours but less than seven (7) hours shall be entitled to one (1) fifteen minute break and one half (1/2) hour lunch break.
 - (c) Duty shifts of seven (7) hours or more shall be entitled to one (1) fifteen minute break in the first half of the shift, a one (1) hour lunch break and one (1) fifteen minute break in the second half of the shift.
- 25.9** A part time member shall be paid at the rate set for their classification as outlined in Article 19 and shall progress through the pay grid upon accumulation of 2,080 hours worked for each rank. Constables may only progress to the rank of Senior Constable.
- 25.10** In lieu of Insurance and Medical Benefits as provided under Articles 9 and 10 of this agreement, a part time member shall receive five percent (5%) of their hourly rate of pay in addition to the member's straight time hourly rate, to be paid bi-weekly.

25.11 Annual Leave

- (a) Part time members shall be paid annual leave pay based on the following formulas:

Start of appointment:	4% of earnings
After 8,320 hours worked	6% of earnings
After 20,800 hours worked	8% of earnings
After 33,280 hours worked	10% of earnings
After 47,840 hours worked	12% of earnings

Annual leave pay will be paid bi-weekly on the member's straight time hourly rate of pay.

- (b) Part time members are entitled to unpaid annual leave as follows:

Start of appointment:	two (2) weeks
After 8,320 hours worked	three (3) weeks
After 20,800 hours worked	four (4) weeks
After 33,280 hours worked	five (5) weeks
After 47,840 hours worked	six (6) weeks

- (c) To be scheduled for unpaid leave, part time members may sign the part time leave list provided in order of seniority. The leave list provided will be in calendar weeks.
- (d) Part time members may sign for a maximum of two (2) weeks during the peak vacation period between June 15th to September 15th.

25.12 A part time member shall be entitled to Statutory Holidays in accordance with the provisions of the Employment Standards Act. A member who works on the recognized statutory holiday will be paid at the rate of two and one half (2 1/2) times the member's regular straight time hourly rate of pay. This shall be considered inclusive of all rights under the Employment Standards Act.

25.13 A 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 and the OMERS Agreement. The Service shall notify the member when they qualify for membership in the OMERS plan. ~~Part~~ time members collecting OMERS pension are subject to the provisions of the OMERS agreement.

25.14 A part time member shall accumulate seniority from the date of appointment based on hours worked. Seniority shall have effect wherever seniority has

application in this Agreement. Seniority will be reflected in hours on the part time seniority list.

- 25.15** Seniority accumulated as a part time member shall be credited to a member who becomes a full time member.
- 25.16** Full time members who transfer to part time shall retain their seniority converted to hours of service.
- 25.17** Full time members who transfer to part time shall have any unused sick leave gratuities accumulated to date suspended for use at a future date should the member return to full time. Otherwise the provisions of section 7.2(i) and section 7.2(j) shall apply.
- 25.18** The probationary period for part time members shall be as set out in the Police Services Act.
- 25.19** Call out to extra duty shall only apply if it is not part of the member's regular duty to cover absences for which advance notice is not always possible. Call out shall apply if a member is required to return to duty after their duty shift has concluded or to attend to duty before their shift commences, on the same calendar date, but shall not include attendance at court. Members will be paid for such call out and banking of time will not be permitted.
- 25.20** Court attendance will be scheduled and paid at straight time with a minimum of a four (4) hour shift. Should court attendance be less than four (4) hours, the part time member shall report to the duty supervisor for the remainder of their shift.
- 25.21** Part time members shall be required to attend all scheduled and mandatory use of force training and shall be paid at straight time for all hours in attendance.

26 LAY-OFF AND RECALL

26.1 Seniority

Seniority is defined as the length of continuous service with the Service and for the purpose of this Article shall be applied in determining the order of lay-off and recall of members.

- 26.2** Seniority shall be effective from the date appointment commences with the Service.

26.3 Seniority List

The Service shall maintain an up to date list, showing the date upon which each member's service commenced. A copy of the seniority as of July 1st., shall be posted in each Division and sent to the Association prior to July 15th in each year.

26.4 Seniority Rights

Seniority rights shall cease in the following circumstances:

- a) if a member resigns,
- b) if a member is discharged under the Police Services Act and not re-instated,
- c) if a member retires,
- d) if a member is laid off for a period in excess of thirty-six (36) months for First Class Constables and those ranks above; where a probationary Constable up to the rank of First Class Constable has been laid off for a period in excess of twenty-four (24) months,
- e) if a member who has been laid off does not report for work within ten (10) working days of recall as provided for in Article 26.5(b).

26.5 Staff Reduction

- (a) Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the Police Services Act, the lay-off of full time members shall occur by reverse order of seniority only after all part time members have been laid off. When a vacancy in the complement of the Service exists, the members on the lay-off shall be recalled in the order of seniority provided the member meets with the necessary qualifications for the position.
- (b) Members laid off due to a reduction in staff and who fail to return to work within ten (10) working days after notice of return to work has been forwarded by registered mail to the last known address of such member, shall be deemed to have severed their service with the Board and shall forfeit all seniority rights. In the case of sickness or other just cause, recall rights and not seniority rights shall be forfeited.
- (c) No new members will be appointed until those laid off members have been given an opportunity to recall.



26.6 **Benefits**

The right of laid off members to paid benefits under this Agreement shall continue for a period of three (3) months and the members affected shall have the right to continue coverage by making direct payments for a further period of nine (9) months.

27 **SPECIAL DUTIES**

27.1 Special Duty is performed by a member apart from their regular duty, at the request of and paid for by individuals, corporations or other organizations, and sanctioned by the Chief of Police or designee.

27.2 Special Duty will be administered by the Guelph Police Service.

27.3 Special Duty shall be voluntary and shall be distributed as fairly and equitably as possible among those members who have made themselves available to undertake such duties in accordance to Service policy.

27.4 Members who work special duty shall be compensated on their bi-weekly pay through the Service. **(Effective January 1, 1998)**

28 **TERMINATION OR VARIATION**

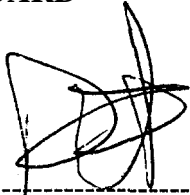
28.1 Subject to Article 28.2 hereof, the terms and conditions of this Agreement shall remain in full force from January 1st, 1996 until December 31st, 1998 and thereafter until replaced by a new Agreement, decision or award.

28.2 Pursuant to the provisions of the Police Services Act R.S.O. 1990, Chapter 10, Section 29(1) either party may, notwithstanding the provisions of the existing Agreement, commence bargaining at any time after ninety (90) days before an Agreement would expire.

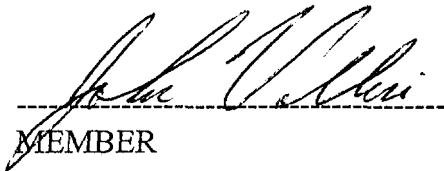
IN WITNESS WHEREOF, the Board has executed this instrument by the hand of their Officers, duly authorized, and the members have caused this instrument to be executed by their proper Officers hereto duly authorized.

**GUELPH POLICE ASSOCIATION INC.
BOARD**

THE GUELPH POLICE SERVICES BOARD




PRESIDENT



MEMBER



CHAIR



MEMBER

Dated at the City of Guelph, this 10 day of May, 1998.

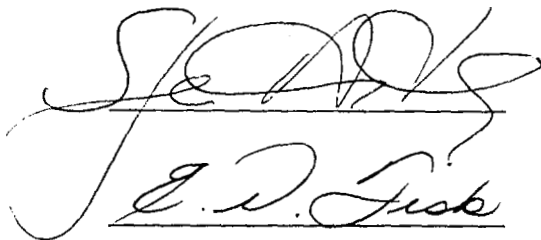
LETTER OF AGREEMENT
BETWEEN
THE GUELPH POLICE SERVICES BOARD
AND
THE GUELPH POLICE ASSOCIATION INC.

SUBJECT: Adequacy Standards

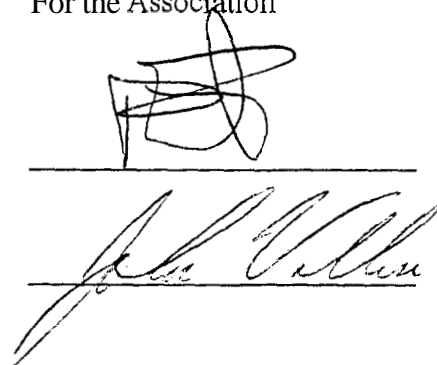
The parties hereby agree that in the event that policing standards or adequacy standards are released by the Ministry of the Solicitor General which conflict with the terms of this Agreement, the parties shall, within thirty (30) days of the effective date of the standards, exchange proposals and bargain in order to arrive at an agreement which does not conflict with those standards. In the event that the parties do not agree, then either party may refer the matters in dispute to interest arbitration pursuant to Section 124 of the Police Services Act.

Dated this 19 day of May, 1998, in the City of Guelph, Ontario.

For the Board



For the Association



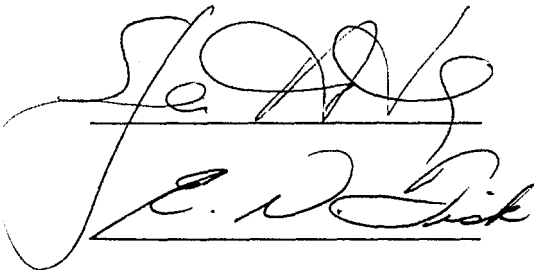
LETTER OF AGREEMENT
BETWEEN
THE GUELPH POLICE SERVICES BOARD
AND
THE GUELPH POLICE ASSOCIATION INC.

SUBJECT: Hours of Work - Police

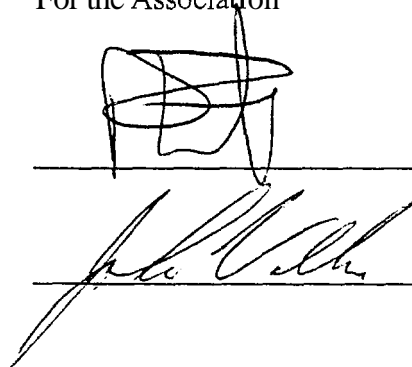
The parties hereby agree that the terms regarding Hours of Work within this collective agreement remains open for negotiation for the duration of the contract. The Board agrees to provide the Association with thirty (30) days notice to commence negotiations.

Dated this 14 day of May, 1998, in the City of Guelph, Ontario.

For the Board



For the Association



LETTER OF AGREEMENT
BETWEEN
THE GUELPH POLICE SERVICES BOARD
AND
THE GUELPH POLICE ASSOCIATION INC.

SUBJECT: Promotional Language

The parties hereby agree that there are a number of outstanding issues surrounding the Promotional clause within the collective agreement and further agree to continue negotiations once the evaluation system is completed and instituted within the organization.

Dated this 19 day of May, 1998, in the City of Guelph, Ontario.

For the Board

For the Association
