

POLICE COLLECTIVE AGREEMENT

2006 – 2008

between

THE GUELPH POLICE SERVICES BOARD

And

THE GUELPH POLICE ASSOCIATION INC.



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This agreement made this **4th** day of **January 2007**.

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 Statues 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.
DEPENDENT CHILD		shall mean a member's child who is; <i>i)</i> an unmarried person under the age of twenty-one (21) years. <i>ii)</i> an unmarried person age twenty-one (21) years or over but less than twenty-five (25) years of age and is in full-time attendance at a school, community college, university of other educational institute. <i>iii)</i> a person age twenty-one (21) years or over, but less than age sixty-five (65), who by reason of mental or physical disability is unable to earn any livelihood.
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.
JOB SHARE MEMBER	-	shall mean any member of the Guelph Police Service who occupies a full time position as set out in Article 26, and who shares the full time hours of that position with another police member.
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, Director of Corporate Services, 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, unless otherwise stipulated within the terms of this collective agreement.
SPOUSE	-	shall mean two persons who are married to each other or two persons who are not married to each other but have cohabited for a period of not less than three (3) years or are in a relationship of permanence if they are the natural or adoptive parents of a child.

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) PERFORMANCE EVALUATIONS

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. Performance evaluations will be completed annually using the member's anniversary date.

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) PERSONNEL FILES

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 Corporate Services, the personnel file of that member shall be available for personal examination within a forty-eight (48) hour period excluding weekends 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 and appoint the members of the Service and,

it is the function of the Executive Management team to:

- 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 instalments an amount equivalent to the Association dues from each full time, part time and temporary 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.

3.3 When remitting such dues including L.T.D. payments, the Board shall provide the Association with the names, current addresses and classifications of the members from whose pay such deductions have been made, together with the names current addresses and classifications of any members who have, since the last payment, ceased to be employed by the Board.

4. HOURS OF WORK

4.1(a) The normal hours of work shall be forty (40) hours per week on either a five day schedule based on a continuous eight (8) hour work day or a four day schedule based on a continuous ten (10) hour work day. Each member working the eight hour schedules shall be granted two (2) consecutive off days in seven. Each member working the ten hour schedules shall be granted a minimum of two (2) consecutive off days in seven and no less than twelve (12) off days in a 28 day rotation. The Service will provide notice to the Association regarding any intent to change schedules and such changes shall be mutually agreed upon between the Service and the Association. Should the parties be unable to reach an agreement, either party has the right to submit the matter for conciliation and/or arbitration.

i) In general the working hours for members working one (1) shift shall be from Monday to Friday.

- ii)** Members working Monday to Friday may be allowed to work restructured hours based on a continuous eight (8) or ten (10) 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. Should the parties be unable to reach an agreement, either party has the right to submit for conciliation and/or arbitration of the matter.

- iv)** It is recognized that problem oriented community based policing requires members have flexible work schedules. Members required to attend meetings or community events, regardless of which shift schedule the member is assigned, shall have their work schedules adjusted by the immediate supervisors whenever possible to conform with the schedule of the meeting or event. This change shall be mutually agreed upon between the member and member's supervisor.

4.1(b) Member assigned to the following units are subject to the conditions set out in section 4.1(a):

- Community relations/media management
- School Safety, VIP, High School Liaison Officers
- Recruitment
- Training branch members
- Court Services Management
- Fleet/Facilities Management
- Professional Standards
- Firearms
- Property and Evidence
- Information Systems
- Communications Management

4.1(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 Neighbourhood Teams.

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

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 the overtime in accordance with 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 and shall include the reciprocal work arrangement of the initiating officer. If the reciprocal work date has not been determined at the time of the request, it will be so determined within 2 weeks from the date of request and forwarded to the supervisor. The supervisor shall ensure the request must not create double shifts for the members.

4.1(d) The Traffic Division of the Service shall work a shift system, commonly known as "4 – 10" system.

4.1(e) The Criminal Investigations Unit – (Crimes against persons, Crimes against property, Sexual Assault and Child Abuse Units,) shall work a shift system commonly known as a "4 – 10" system with a 21 (twenty-one) day rotation: 4 day shifts, 3 days off, 2 afternoon shifts, 2 days off, 3 day shifts, 2 days off, 3 afternoon shifts, two days off. Each of the units is in various stages of the schedule allowing for at least one of the units to be available except on afternoons over the weekend.

4.1(f) The Criminal Investigations Unit – (Identification, Young Offenders, & Fraud services) shall work a shift system commonly known as a "4 – 10" system. The shift rotation will commence on a Tuesday with four (4) day shifts, two (2) days off, followed by four (4) day shifts, three (3) days off, followed by four (4) afternoon shifts, four (4) days off. Members will work a 4 – 10 shift system consisting of a 21 day rotation. Shifts will be ten (10) hours continuous duration. Day shift will commence at 07:00 and the afternoon shift will commence at 14:00 hours. One identification officer will be placed on call when there are no persons scheduled to work that day. Youth and Fraud Sections will work a compressed 4 – 10 shift system consisting of a 14 day schedule as follows; commencing on a Monday, four day shifts, four days off, followed by four afternoon shifts, two days off. Shifts will be 10 hours continuous duration. Day shift will commence at 08:00 hours and the afternoon shift will commence at 14:00 hours for Youth and 12:00 for Fraud.

4.1(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.

4.1(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.

4.1(i) The Tactical Unit shall work a shift system, commonly known as "4 – 10" system, *effective September 10, 2000.*

Day	S	M	T	W	T	F	S
Team 1	Off	Off	Days	Training	Days	Days	Off
Team 2	Off	Off	Off	Training	Nights	Nights	Nights

Day	S	M	T	W	T	F	S
Team 1	Off	Off	Off	Training	Nights	Nights	Nights
Team 2	Off	Off	Days	Training	Days	Days	Off

4.2 LUNCH AND BREAK PERIODS

- 4.2(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 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.
- 4.2(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, shall be credited a paid one (1) hour lunch period for that duty shift.
- 4.2(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, shall have their lunch period prorated accordingly.
- 4.2(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 PREMIUMS– 2 SHIFTS

The Board shall pay to each member working two (2) shifts an annual premium of three hundred and fifty (\$350.00) dollars prorated on the regular straight time hours of work and paid on the bi-weekly pay.

Shift Premium shall be eliminated except for those Uniform Members with less than eight (8) years of service (ie., not eligible for Uniform experience pay).

4.4 SHIFT PREMIUMS– 3 SHIFTS

The Board shall pay to each member working three (3) shifts an annual premium of five hundred (\$500.00) dollars prorated on the regular straight time hours of work and paid on the bi-weekly pay.

Shift Premium shall be eliminated except for those Uniform Members with less than eight (8) years of service (ie., not eligible for Uniform experience pay).

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 pm 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 am.

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 this collective agreement 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.

4.7(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 seven (7) days 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 likely to extend beyond the completion of their normal duty shift, the member shall seek the approval of their immediate supervisor or in the absence of an immediate supervisor, the station duty supervisor, to work overtime as required. Where approved, a member working one-half (1/2) hour or more; up to one (1) hour – shall be paid for one (1) hour at one and one-half (1 ½) 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.

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 pm. If any member is required to attend Court beyond 6:00 pm, the time after 6:00 pm 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

- a)** Being called to extra duty, whether voluntary or upon orders of the Chief or designate, the Board shall pay four (4) hours overtime for the first hour spent on duty or portion thereof and one (1) hour overtime for each subsequent hour spent. Call out shall include calling a member to return to duty after their shift or special duty assignment has concluded and the member has left the station, or requiring them to attend to duty before their shift commences, but shall not include attendance at court. More than one (1) call out within two (2) hours shall be deemed to be one (1) call out. If a member is called out during their Annual or Statutory Leave, the member shall be allowed a minimum of twelve (12) hours of overtime and an additional day in lieu.

- b)** Pre-arranged duties: Where a work assignment has been pre-arranged more than seventy-two (72) hours in advance, the member shall be paid overtime in accordance with article 5.1. Cancellation of a pre-arranged work assignment must be made no less than twenty-four (24) hours prior, personally or by leaving a message at the member's home. If not, the member reporting for duty shall be compensated for their attendance with one (1) hour of pay calculated at one and one half (1 ½) times their hourly rate.

5.5 MEAL ALLOWANCE

A member shall be paid a meal allowance of ten dollars (\$10.00) when a member is required to work in excess of:

- a)** four (4) hours beyond the end of the member's regularly scheduled eight (8) hour shift; or

- b)** two (2) hours beyond the end of the member's regularly scheduled ten (10) hour shift.

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 refitted, 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 ½) 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 one hundred (100) 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 except in accordance with 5.7(e) below.
- 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, resignation or retirement, 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" 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 required to work on a statutory holiday per the Employment *Standards Act* shall be paid at the rate of time and one-quarter (1¼) 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 (1½) their regular rate of pay for all hours in attendance or banking such time at time and a half (1½) to be taken at a later date.

5.12 MANAGEMENT MEETINGS

Where supervisors are required to attend management meetings during their off time, they shall be compensated for such attendance at one and one half (1½) times their regular hourly rate of pay for the time spent at said meeting or they may choose to bank the time to be taken off at a later date. Supervisors on approved leave or night shift will not be required to attend said meetings.

6 ASSOCIATION MEETINGS

- 6.1 Four (4) members of the Association will each be allowed five (5) consecutive days and essential travelling time, with no loss of salary, to attend the P.A.O. annual convention. A fifth member may be allowed at the discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.

- 6.2 Three (3) members of the Association will each be allowed consecutive days off and essential travelling time, with no **loss** of salary to attend two (2) two (2) day and one (1) three (3) day executive board meeting per year of the P.A.O. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 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, with no **loss of** salary, to attend two (2) two day and one (1) three (3) day Executive Board Meeting and one five (5) day Annual General Meeting of the P.A.O. and ten (10) days for Board of Directors meetings of the P.A.O. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 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 with no **loss** of salary, at the discretion of the Chief of Police or designate. This shall be limited to a maximum of six (6) Police Officers. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 6.5 Members of the Association bargaining committee shall be granted such time off, with no 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 accommodate the meeting. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 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, conferences and/or seminars at the sole discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 6.7 The President of the Association or a designate will be allowed two (2) consecutive days and essential traveling time per year, with no **loss** of salary, to attend two (2) two day P.A.O. Civilian Meetings annually. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 6.8 One (1) member of the Association shall be allowed three (3) consecutive days per year and essential traveling time, with no loss of salary, to attend the Canadian Police Association (CPA) Annual General Meeting. A second member may be allowed such leave at the discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 6.9 One (1) member of the Association shall be allowed three (3) consecutive days per year and essential traveling time, with no **loss** of salary, to attend the CPA Annual Executive Board Meeting. A second member may be allowed such leave at the discretion of the Chief of Police or designate.

- 6.10 **a)** The parties agree that there will be a Service/Association Committee comprised of four (4) representatives from the Service, three (3) of whom shall be the Chief of Police, the Director of Neighbourhood Services, and Director of Corporate Services, or designate, with the fourth Service representative at the direction of the Chief 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 salary for attendance of such meetings during regular working hours.

7 COMPASSIONATE LEAVE, MEDICAL LEAVE ETC.

7.1 COMPASSIONATE LEAVE – 3 DAYS

Three 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 or the first scheduled working day prior to or after the funeral if the member is on scheduled time off and the two (2) scheduled working days immediately prior to or after the funeral. If a member is unable to attend a funeral or if a funeral is not planned but replaced by a memorial service, the member shall be eligible for the same terms as noted for the funeral. The relationship to the member shall be any of the following: wife, husband, child, step-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 may be charged against the member's accrued sick leave credit provided such approval does not reduce the member's sick leave bank to less than 75 days (600 hours). Where a member has less than 75 days (600 hours) banked sick credits, they may still request up to 40 hours of leave to be taken as unpaid leave or charged against Annual Leave, Statutory Leave or banked overtime. (*Effective August 1, 2003*)

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 monthly. 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 scheduled working days shall on the fourteenth (14th) day and for every subsequent fourteen (14) working days, file a medical certificate with Corporate Services, 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 for serious illness of spouse, child or childbirth by spouse, provided such approval does not reduce the members' sick leave bank to less than 75 days (600 hours), and at the discretion of the Chief of Police or designate. Spouse includes common law and same sex spouse. Where a member has less than 75 days (600 hours) banked sick credits, they may still request up to 40 hours of leave to be taken as unpaid leave or charged against Annual Leave, Statutory Leave or banked overtime. (*Effective August 1, 2003*)

h) Members will be apprised of their accumulated sick credits on their by-weekly pay stub,

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. For Members hired subsequent to ratification, (*dated January 4th, 2007*), there shall be no payout on termination.

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 of 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 above may be granted by the Chief or designate at his sole discretion. Any time so granted shall be charged against the member's accrued sick leave credits unless the member has less than 75 days (600 hours) banked sick credits in which case the leave will be charged in order against Annual Leave, Paid Holiday Leave or Banked Overtime; unpaid leave will be a last resort.

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 / ADOPTION LEAVE

a) Pregnancy/adoption leave is granted to permit a member to return from leave to the same position, if it still exists or a comparable position 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 a 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 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 with the Employment Standard's Act, seniority for all purposes continues to accrue during pregnancy/adoption 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/adoption 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.
- g)* A member entitled to a pregnancy/adoption leave of absence under this article, who provides the Service with proof that she is in receipt of employment insurance benefits shall be paid a supplemental employment benefit allowance as follows:
 - 1.* Up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the sum of the weekly employment insurance benefit the employee is eligible to receive and seventy-five (75%) percent of the actual weekly rate of pay which she was receiving on the last day worked prior to commencement of the pregnancy/adoption leave of absence. Such payments shall include any negotiated or amended pay increase for her position as they are implemented. If the EI legislates a higher benefit period for pregnancy/adoption leave, the Board shall only pay the difference as noted within this section up to a maximum of fifteen (15) weeks.

7.6 PARENTAL LEAVE

- a)* A member is eligible for parental leave without pay up to a maximum total of thirty-five (35) weeks, in accordance with the parental leave provisions of the Employment Standard's Act, provided the member makes such request to Corporate Services 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/adoption leave as they relate to benefits, seniority and job security.
- b)*

- (i) In the event an extension is required beyond the pregnancy and/or parental leave noted above for medical reasons, it is the responsibility of the member to obtain a valid medical certificate from the member's doctor confirming the medical necessity and the duration of the extension. In such case the member is eligible for medical leave under Article 7.2 of the Agreement.
- (ii) In the event an extension is requested beyond the pregnancy and/or parental leave noted above for non-medical reasons, it is the member's responsibility to give not less than four (4) weeks' notice. The granting of such leave is at the sole discretion of the Chief or designate. Such leave will be without pay and without benefits or seniority accumulation but the right of job security as outlined in 7.5(a) shall remain. Any such extension will be to a maximum of four (4) months.
- (iii) The cost of any medical certificate requested by the Board under this provision will be borne by the Board.
- (iv) A non-medical request for an extension to parental leave may also be made pursuant to the provisions of Article 7.3, Special Circumstances.

7.7 FAMILY MEDICAL LEAVE

A member shall be entitled to up to eight (8) weeks of Family Medical Leave in accordance with the ***Employment Standards Act, 2004***. All other benefits of this agreement shall continue and there shall be no loss of seniority.

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 employee's 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

- 1)** That an early retirement benefit be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date when:
 - a)** The member is declared by the employer to be unable to perform the duties of his/her employment due to mental or physical incapacity (partial disability), or
 - b)** The member has completed thirty (30) years of service with the employer.

- 2)** It is recognized that higher early retirement benefits may be provided from time to time by OMERS and such benefits shall be subject to the terms and conditions as set out by OMERS.

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 by OMERS.

8.5 RETIREMENT AGE

The retirement age of all employees shall be sixty-five (65) years of age.

9 LIFE INSURANCE

- 9.1 The Board shall pay one hundred (100%) percent of the premiums payable for Group Life Insurance for all members equal to two (2) times their annual salary, double indemnity.

10 MEDICAL BENEFITS

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

- a)** Manulife Financial, or equivalent, semi-private
- b)** Manulife Financial, or equivalent, extended health care plan 10/20 and thirty-five (\$0.35) cent prescription plan. This plan shall include Maritime Life Deluxe Pay Med benefit or equivalent and the following:
 - i)** Chiropractic Services: \$75.00 per visit, to a maximum of \$1,000.00 annually to be used in conjunction with the member's annual OHIP eligibility.
 - ii)** Physiotherapy: maximum \$75.00 per visit, to a maximum of \$1,000.00 annually.
 - iii)** Massage Therapy: maximum \$75.00 per visit, to a maximum of \$1,000.00 annually.
- c)** The Board will continue to remit the required payroll tax known as the Employer Health Tax.
- d)** Manulife Financial, or equivalent Dental Plan 15, at the current O.D.A. rates. Maximums of \$3,000.00 for specialized services.

- e)** Manulife Financial, or equivalent, Vision Care, \$385.00 every twenty-four (24) months. This benefit may also be used for laser eye correction procedures and eye examinations.
- f)** The Board will pay one hundred(100%) percent of the benefit premium costs for a), b) d) and e) for the spouse and dependent children of a member who has died prior to retirement, for a period of twenty-four (24) months from the date of the member's death. Such coverage will terminate if the spouse turns sixty-five (65) years of age, remarries or is eligible for coverage through another employer.
- g)** Widows/Widowers and dependents of Police Officers killed in action while in the discharge of their duties or 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 Workplace Safety and Insurance Board, the Board will have the above named included in the benefit plans above (a, b, 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 dependent children as defined in the definition section of this agreement, only if they can demonstrate that they have no other means of access to the above benefit coverage.
- h)** The Board will pay 100% of the premium cost of a), b), d) and e) and 100% of the premium cost for group life insurance of \$25,000.00 for a Member retiring or a Member on disability pensions subject to the following:
 - 1.** To be eligible a Member must have attained fifty (50) years of age.
 - 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.** In the event of the death of the retired or disabled member prior to age 65, coverage will be continued for his or her spouse or dependent as defined in this agreement to the date when the member would have attained age 65.
 - 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.

10.2 BENEFITS COVERAGE

The Board shall continue to pay the premiums for hospital, drugs, medical insurance, dental, vision plan coverage and life insurance benefits for a member who is on an approved unpaid leave of absence owing to illness or off-duty injury, for a period of two years (24 months) from the date of commencement of the leave period.

10.3 The Board will consult with the Association prior to moving from one insurance carrier to another.

11 SERVICE PAY

Deleted (January 2nd, 2007)

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 *Workplace Safety Insurance Act*; and is determined to be totally incapacitated, 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 RESPONSIBILITY

The Service is committed to the development of members to encourage individual advancement and to ensure continuity in key positions. The Service and the Association recognize that training is a joint responsibility of members and the Service. Members will be permitted to attend training courses and training opportunities subject to the direction of the Chief or designate.

- 13.2 **a)** Members attending training courses or in-service training shall have their work schedules adjusted by their immediate supervisor whenever possible to conform with the schedules of the training course or in-service training. Members attending training courses Monday to Friday shall have Saturday, Sunday and holidays off the same as the institution they are attending. Travel time which has not been included in the schedule of adjustments shall be compensated at straight time. Additional classroom attendance or study time required as part of the training course shall not be considered for additional compensation. With the exception of 13.2(b), members who are required to attend in-service training during their off duty hours, and their work schedule could not be adjusted by their supervisor, will be compensated at the overtime rate.
- b)** All 5-35 members will be required to fulfill four (4) mandatory training days annually. Each day consists of nine (9) hours. Training days may be individually scheduled or in two 2-day blocks in the Spring and Fall following the night shifts on what would normally be off day(s). Should a training day fall during annual leave or statutory leave, such training day(s) will be designated at a later date by the Training Officer. These training days shall not be considered overtime.

13.3 TRAVEL EXPENSES

- a)** Any member attending training conferences, courses, workshops or meetings required by the Service, at the discretion of the Chief of Police or designate, where hotel, parking and meal expenses are not prepaid by the Service, shall receive an advance of sufficient funds to pay for same.
- b)** When the course of study exceeds three (3) weeks, excluding the recruit basic course at the Ontario Police College or any continuing training, a return trip will be provided every two (2) weeks.
- c)** The Board will pay mileage at the rate set by the City of Guelph or economy fare, whichever is the lesser.

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 Chief of Police or designate, shall be reimbursed by the Service in the amount of the tuition fee and the costs of text books and materials required for the course, or in such amount as the Chief or designate may determine upon successful completion of the course. This article applies to supplementary education only.

16.1 ANNUAL LEAVE

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

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

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

One hundred and twenty (120) hours in the fifth (5th) year of service.

One hundred and sixty (160) hours in the tenth (10th) year of service.

Two hundred (200) hours in the sixteenth (16th) year of service.

Two hundred and forty (240) hours in the twenty-third (23rd) year of service.

Two hundred and eighty (280) hours in the thirtieth (30th) year of service.

The Service will recognize the seniority, as it applies to Article 16 of this collective agreement, of experienced fulltime police officers who have consecutive service with any Canadian federal, provincial, municipal or regional police service or First Nations police service. Seniority for the purposes of signing such leave remains as is determined by the continuous service with the Guelph Police Service.

The Board also agreed to recognize the military police experience of the one (1) constable identified by the Association who is currently with the Guelph Police Service for the purpose of this provision. This arrangement will be particularized in a letter from the Board to the Association.

16.2 PAID 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)** Annual leave lists shall be initiated by September 1st of each year for the leave periods of the following year. 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 section 16.4, 16.5 and 16.6 of this agreement. Members shall have two (2) clear working days following the day of receipt of the list to sign. The list shall be returned on the fourth (4th) working day at which time the list will automatically be forwarded to the member next in seniority for second selection and so on in succession. If a member did not sign within the established time frame they will be deemed to have forfeited their right to signing on that draw. Members who have been notified of moves in the following year shall sign for leave in the area they are being assigned.

Leave requests must be signed by the member before the end of January in the year of the leave. A member may hold up to forty (40) hours of leave to be taken at a later time within the year subject to supervisor approval.

- 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 an 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. Such time to be mutually agreed upon between the member and their supervisor.
 - a)** All requests shall be in writing and accompanied by a medical certificate at least two days prior to the commencement of the annual or statutory leave, unless circumstances did not so permit.
 - b)** Should a member not be able to take their allotted leave time for that year due to illness or injury, they will be allowed to carry over that remaining leave to the following year to be used by December 31st 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)** Member 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 three (3) 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 who performs duties as a plain clothes officer shall be reimbursed for clothing in the amount of one thousand (\$1,000.00) 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. Members commencing plain clothes duties in the first half of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 30th day of June, times the daily allowance, and shall receive their first payment the first pay of June. Members commencing plain clothes duties in the second half of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 31st of December, times the daily allowance, and shall receive their first payment the first pay of December.

Members who are assigned or seconded to plain clothes duties on a temporary basis shall be paid at the daily pro-rated rate for the number of days worked and shall receive payment on their regular pay cheque upon completion of their plain clothes duties.

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 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 over boots 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.

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:

Increases to Annual Salary:

January 1, 2006	2.5%
July 1, 2006	1%
January 1, 2007	2.5%
July 1, 2007	1%

January 1, 2008 2.5%

July 1, 2008 1%

19.2 Annual Salary Shown

RANK	RATE	January 1, 2006	July 1, 2006	January 1, 2007	July 1, 2007	January 1, 2008	July 1, 2008
Staff Sergeant 12 Month	23 Plus Service	\$91,948.04	\$92,867.53	\$97,369.12	\$98,342.81	\$100,801.37	\$101,809.39
Staff Sergeant 12 Month	17-22 Years Service	\$90,544.25	\$91,449.70	\$95,189.21	\$96,141.10	\$98,544.63	\$99,530.07
Staff Sergeant 12 Month	8-16 Years Service	\$89,140.47	\$90,031.88	\$93,009.31	\$93,939.40	\$96,287.88	\$97,250.76
Staff Sergeant 12 Month		\$87,736.68	\$88,614.05	\$90,829.40	\$91,737.69	\$94,031.13	\$94,971.44
Staff Sergeant Start	23 Plus Service	\$87,736.69	\$88,614.06	\$93,009.31	\$93,939.41	\$96,287.89	\$97,250.78
1Staff Sergeant Start	17-22 Years Service	\$86,332.90	\$87,196.23	\$90,829.40	\$91,737.70	\$94,031.15	\$94,971.46
Staff Sergeant Start	8-16 Years Service	\$84,929.12	\$85,778.41	\$88,649.50	\$89,536.00	\$91,774.40	\$92,692.15
Staff Sergeant Start		\$83,525.33	\$84,360.58	\$86,469.59	\$87,334.29	\$89,517.65	\$90,412.83

Sergeant 12 month	23 Plus Service	\$83,525.33	\$84,360.59	\$88,649.51	\$89,536.01	\$91,774.40	\$92,692.15
Sergeant 12 month	17-22 Years Service	\$82,121.54	\$82,942.76	\$86,469.60	\$87,334.30	\$89,517.66	\$90,412.83
Sergeant 12 month	8-16 Years Service	\$80,717.76	\$81,524.94	\$84,289.70	\$85,132.60	\$87,260.91	\$88,133.52
Sergeant 12 month		\$79,313.97	\$80,107.11	\$82,109.79	\$82,930.89	\$85,004.16	\$85,854.20
Sergeant	23 Plus Service	\$79,138.50	\$79,929.89	\$84,108.04	\$84,949.12	\$87,072.84	\$87,943.58
Sergeant	17-22 Years Service	\$77,734.71	\$78,512.06	\$81,928.13	\$82,747.41	\$84,816.10	\$85,664.26
Sergeant	8-16 Years Service	\$76,330.93	\$77,094.24	\$79,748.23	\$80,545.71	\$82,559.35	\$83,384.95
Sergeant	Start	\$74,927.14	\$75,676.41	\$77,568.32	\$78,344.00	\$80,302.60	\$81,105.63
1st Class Constable	23 Plus Service	\$74,400.73	\$75,144.74	\$79,203.26	\$79,995.30	\$81,995.17	\$82,815.13
1st Class Constable	17-22 Years Service	\$72,996.94	\$73,726.91	\$77,023.35	\$77,793.59	\$79,738.43	\$80,535.81
1st Class Constable	8-16 Years Service	\$71,593.16	\$72,309.09	\$74,843.45	\$75,591.89	\$77,481.68	\$78,256.50

1 st Class Constable		\$70,189.37	\$70,891.26	\$72,663.54	\$73,390.18	\$75,224.93	\$75,977.18
2 nd Class Constable		\$61,064.74	\$61,675.39	\$63,217.27	\$63,849.44	\$65,445.68	\$66,100.14
3 rd Class Constable		\$53,905.42	\$54,444.47	\$55,805.58	\$56,363.64	\$57,772.73	\$58,350.46
4 th Class Constable		\$46,044.22	\$46,504.66	\$47,667.28	\$48,143.95	\$49,347.55	\$49,841.03

iii) Uniform Experience Pay

Uniform Members shall receive experience pay as set out below:

January 1, 2006:

2% (two percent) of First Class Constable rate after **8** years service defined below

4% (four percent) of First Class Constable rate after **17** years service defined below

6% (six percent) of First Class Constable rate after **23** years service defined below

January 1, 2007:

3% (three percent) of First Class Constable rate after **8** years service defined below

6% (six percent) of First Class Constable rate after **17** years service defined below

9% (nine percent) of First Class Constable rate after **23** years service defined below

To be eligible for Uniform Experience Pay:

1. The Member must have attained the rank of First Class Constable,

2. For Members as of ratification (*January 4th, 2007*), eligible experience must be consecutive years of police service as a Sworn Officer in any recognized Police Service in Canada.

NOTE: The Board also agrees to recognize the Military Police experience of one Constable identified by the Association to the Board in these negotiations.

3. Subsequent to ratification (*January 4th, 2007*), years of consecutive experience means years of continuous service completed from date of hire with the **Guelph** Police Service.
4. Experience pay shall be taken into account when calculating overtime, court time, acting pay, call out, stand by, sick leave (but excluding sick leave gratuities paid upon retirement), pregnancy/parental leave top up, WSIB top up, annual leave, statutory holiday pay and pension contributions.
5. The Member must also be free of disciplinary conviction for which the confirmed penalty was the forfeiture of forty hours or more of pay or leave (excluding disciplinary demotions). The experience pay in this case would be reduced by one (1) level and reinstated 1 year from date of conviction provided there has been no further such conviction.

19.3 *Deleted January 4th, 2007*

19.4 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 pm on the preceding day, provided there is a banking day in the same week following the regular pay day.

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

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

19.7 A member transferred 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 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 constable and shall be subject to transfer at any time and at the salary applicable to the position transferred to.

19.8 COACH OFFICER PAY

A member required to assume the responsibility of Coach Officer under the Ontario Police College Recruit Training Program, shall be paid ten (\$10.00) dollars per day or any part thereof, in addition to their regular rate of pay.

19.9 Each member of a canine unit to whom a dog is assigned and who has continuous off-duty responsibilities for the care and maintenance of the dog in their custody, in accordance with their duties as a canine handler, shall receive a taxable allowance of fifty (\$50.00) dollars per month as a reimbursement for additional off-duty responsibilities that they assume and for any expenses they incur in providing incidentals for the dog.

20 ACTING RANKS

20.1 Members may be assigned, at the discretion of the Chief or designate, to an acting rank covered by this agreement or to an acting rank outside this agreement.

20.2 Members assigned to an acting rank outside this agreement shall:

- a)** 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)** Continue membership within the Association and shall retain all rights and obligations under this agreement, including accrual of sick leave allowance and seniority and the deduction of dues and LTD premiums.

20.3 A member shall not be assigned to an acting rank for a period of greater than twelve (12) month's duration, unless mutually agreed upon between the Service and the Association.

20.4 Members being considered for acting ranks must have successfully completed the promotional process for the rank being considered and be a qualified member within the 3 year bank of candidates.

21 PROMOTIONS

21.1 *The purpose of this article is to:*

- a)** Identify competent and qualified members for placement into management positions who aspire to meeting the mission and goals of the Guelph Police Service;
- b)** Provide a structured process which is viewed as being fair and consistent and non discriminatory and which accurately measures the candidate's skills, qualifications and abilities according to the competencies identified for the management position;
- c)** Provide interested members with an understanding of the promotional procedure;

- d)** Provide sufficient and appropriate information for members to self assess their skills, qualifications and abilities for career planning; and
- e)** Determine which candidate is best qualified to undertake a leadership role for the Guelph Police Service.

21.2 All promotional opportunities shall be filled through competition on the basis of skills, qualifications and core competencies. When qualifications and ability are equal as between two (2) or more applicants, seniority shall be the determining factor.

21.3 In order to be objective, fair and thorough, the promotional process has been designed to consider the relative skills, qualifications and ability of the candidate in competition. This will be achieved through written examination, oral interview, and candidate assessment. In addition, the Inspector competition may include an external management capabilities assessment report.

21.4 CANDIDATE ELIGIBILITY:

To be eligible to compete for promotion and/or acting rank, the applicant must not have been convicted of a serious misconduct and dealt with by way of penalty under section 68(1) of the *Police Services Act* within the previous five years and must meet the following criteria:

a) FOR SERGEANT:

- i)** have achieved 1st Class Constable rank,
- ii)** have a minimum of three years service with the Guelph Police Service,
- iii)** have successfully completed all mandatory "Use of Force" training within the previous twelve months.

b) FOR STAFF SERGEANT:

- i)** have achieved the rank of Sergeant with the Guelph Police Service,
- ii)** have successfully completed all mandatory "Use of Force" training within the previous twelve months.

c) FOR INSPECTOR:

- i)** have achieved the rank of Sergeant or Staff Sergeant with the Guelph Police Service,
- ii)** have successfully completed all mandatory "Use of Force" training within the previous twelve months.

21.5 CANDIDATE APPLICATION PROCESS:

- a) It is the responsibility of the Chief of Police to initiate a promotional competition for the three ranks for the purpose of establishing and maintaining a bank of eligible candidates for each of the three ranks.
- b) Competitions will be held in 2002 to identify qualified candidates for the banks which will become effective in the year 2003 by way of a Chief's Order, for a period of three (3) years. Future competitions will be held every three (3) years or as required to meet organizational needs.
- c) Upon completion of the three (3) year period, the remaining candidates within the banks who have not been promoted, must re-apply and re-qualify in a future competition to be eligible for promotion.
- d) Corporate Services is responsible for posting the notice of the promotional competition. It shall be posted for a minimum of thirty (30) calendar days.
- e) The posting will include the required competencies, necessary job related knowledge, skills, abilities and the information required as part of the Candidate Application process.
- f) Candidates must submit notice of intent to compete, in writing, along with a resume to Corporate Services within the time frame specified. Members who do not submit a written notice within the prescribed time frame shall be ineligible to compete for the position.
- g) Candidates will be required to sign a waiver under the *Municipal Freedom of Information and Protection of Privacy Act*, in order to check the individual's past employment record(s) and references.
- h) Candidate applications will be reviewed along with all relevant files to determine the suitability of the applicant to proceed in the process.
- i) Where an applicant is eliminated as a result of a review under (h), the candidate will be notified of the reason(s) in writing and upon request, the candidate will be given an opportunity to review the decision with Corporate Services.

21.6 APPOINTMENT OF A PROMOTIONAL PANEL:

The Promotional Panel shall be appointed by the Chief or designate and shall consist of no less than three (3) members of equal rank or above the rank being considered. In addition, community representation may be included for the Inspector competitions at the discretion of the Panel. The Chairperson of the Promotional Panel shall be appointed by the Chief of Police.

21.7 PROMOTIONAL COMPETITION: (3 Components)

(1) *Guelph Police Service Promotional Examination:*

- a)** Candidates will be required to write a Guelph Police Service Promotional Examination based on the policies, procedures and collective agreements for the Guelph Police Service; community resources; problem oriented policing; police technical knowledge; management principals; and client service.
- b)** Candidates must achieve a mark of at least 75% to proceed in the promotional process.
- c)** Corporate Services is responsible for ensuring all components of the process identified in items (l) to (ix) are completed:
 - i)** Preparing the examination,
 - ii)** Scheduling a date for the writing of the examination, not less than thirty (30) days from the closing of the posting under 21.5(d).
 - iii)** Providing study packages and holding an information session.
 - iv)** Notifying the eligible candidates,
 - v)** Monitoring the exam,
 - vi)** Scoring and providing the Promotional Panel with the alphabetical list of candidates who achieved a mark of at least 75%,
 - vii)** Provide each candidate with a letter containing a copy of the candidate's marks from the examination and advising of their eligibility to proceed in the promotional process.
 - viii)** Prepare a notice of elimination, if applicable, and forward it to the unsuccessful candidate(s),
 - ix)** Upon request, any unsuccessfully candidate may request an opportunity to review the examination with the Chairperson of the Promotional Panel or their Panel member designate.

(2) Oral Interview:

- a)** The Promotional Panel shall conduct an oral interview of all candidates who have met the previously outlined criteria. The structured interview will further evaluate the candidate's suitability to perform the competencies required for the position.
- b)** The same questions shall be asked of each candidate and may encompass some or all of the following knowledge and skill areas:
 - i)** Technical police knowledge,
 - ii)** Interpreting the *Police Services Act and Regulations*,
 - iii)** Interpreting other relevant legislation (e.g. *Occupational Health and Safety Act and Regulations, R.S.O.*),
 - iv)** Interpreting collective agreements,
 - v)** Applying the principles and techniques of supervision and leadership, including those related to communication, team building, flexibility, diversity, decision-making, motivating, evaluating, coaching and discipline,
 - vi)** Financial procedures,

- vii)* Current technology used in policing and in administration of the Guelph Police Service.
 - viii)* Tactical distribution of staff.
 - ix)* Officer safety.
 - x)* Crime prevention strategies,
 - xi)* Human behaviour and how to serve victims.
 - xii)* Community development and resources, including other agencies available to the Service,
 - xiii)* Knowledge of community based police programs,
 - xiv)* Strategic planning, developing and implementing operational objectives, program evaluation and corporate objectives,
 - xv)* Contemporary policing issues,
 - xvi)* Initiative toward self-improvement (i.e. additional education, volunteer community participation).
- (c)** The questions will be assigned a numerical weighting factor by the Promotional Panel.
- (d)** Members of the Promotional Panel will independently score the responses to each question and a numeric score will be tallied for each interview.
- (e)** Each member of the Promotional Panel shall sign each candidate's score from the oral interview and file it with the Chairperson. The Chairperson will then total the oral interview scores for the candidate and divide by three (3), or by the number of representatives on the Promotional Panel if more than three (3) members, to determine the candidate's oral interview score.
- (f)** A candidate must achieve a minimum score of 75% on the oral interview in order to continue in the promotional process.
- (g)** Corporate Services is responsible for ensuring that the following steps are completed:
- i)* Providing each candidate with a letter containing a copy of the candidate's mark from this stage of the process and advising of their eligibility to proceed in the promotional process.
 - ii)* Preparing a notice of elimination if applicable, and forwarding it to the unsuccessful candidate(s).
 - iii)* Upon request, any unsuccessful candidate may request an opportunity to review their results to this stage of the process with the Chair of the Promotional Panel, or the Promotional Panel member designate.
- (3) *Candidate Assessment***

- (a)** This phase of the promotional process will include an assessment of each of the candidates which will include:
- i)** A review of the candidate's current performance evaluation in accordance with the guidelines set out in section 1.4(b)
 - ii)** The seniority of the candidate,
 - iii)** The candidate's work-related experience,
 - iv)** The self-initiated commitment to continuous improvement,
 - v)** For the rank of Inspector, a review of any external assessment as required, by a qualified industrial psychologist.
- (b)** The members of the Promotional Panel will independently score each candidate and will assign and record a numerical score as follows:
- i)** Candidate Performance Evaluation to a maximum of ten (10) marks. The evaluation shall be based on identified competencies referred to under section 21.5(e),
 - ii)** Seniority, two tenths (0.2) marks for each completed year of continuous service with the Guelph Police Service to a maximum of five (5) marks,
 - iii)** Candidate's work related experience to a maximum of five (5) marks,
 - iv)** Self initiated commitment to continuous improvement to a maximum of five (5) marks.
- (c)** Each member of the Promotional Panel shall sign each candidate's score from the Candidate Assessment phase of the process and file it with the Chairperson. The Chairperson will then total the candidates assessment scores and divide by three (3) or by the number of representatives on the Promotional Panel if more than three (3) members, to determine the candidate's assessment score.

21.8 IDENTIFICATION OF SUCCESSFUL CANDIDATES:

- (a)** The Promotional Panel will calculate the results of the examinations, the oral interview and the candidate assessment, to determine the total score of a candidate.
- (b)** The Guelph Police Service examination mark will be mathematically calculated to form forty (40%) percent of the candidate's total mark. The oral interview mark will be mathematically calculated to form thirty-five (35%) percent of the candidate's total mark. The candidate assessment will be calculated to form twenty-five (25%) percent of the candidate's total mark. The Promotional Panel shall submit to Corporate Services a list of all successful candidates and their overall score.

21.9 CREATION OF PROMOTIONAL BANKS:

- (a)** In accordance with section 21.5, the successful candidates shall be ranked in order of their overall score from highest to lowest as submitted by the Promotional Panel.
- (b)** Upon approval by the Chief of Police, Corporate Services will prepare and post the final banks for each rank in alphabetical order and shall notify the successful candidates in writing, as to their ranking within the respective bank.

21.10 CANDIDATE SELECTION FROM PROMOTIONAL BANKS:

- (a)** Where an opening(s) exists for any of the ranks, the top ranked candidate(s) shall be promoted from the respective bank subject to a review by the Executive Management Team of the Guelph Police Service of the following:
- i)** Candidates must be free of any medical or physical condition which would prevent them from performing the required competencies listed in the job posting. A candidate may be required to attend an assessment by the Service appointed physician(s) at the cost of the Service.
 - ii)** Provided there is no significant change to the information gathered by the Promotional Panel during the Candidate Assessment component under section 21.5(h).
 - iii)** Where there is a significant change in the information gathered as part of the Candidates Assessment component which would negatively impact the candidate's suitability for the current opening, that candidate shall not be considered for the current promotion.
 - iv)** Where an applicant is eliminated from consideration as a result of clause (iii), they shall be notified of the reason(s) in writing and upon request, the candidate(s) will be given an opportunity to review the decision with Corporate Services.
 - v)** As candidates from existing banks are promoted, the remaining candidates in the bank shall advance in order of their ranked standing.
 - vi)** A candidate shall be afforded one (1) opportunity to decline a promotion without affecting his/her ranking within the bank. Upon a second refusal, the candidate forfeits his/her position within the bank and assumes the last ranked position for the remaining term of the bank.
 - vii)** The records of the Promotional Panel shall be filed with the Director of Corporate Services and retained for twelve (12) months.
 - viii)** Candidates may view their promotional file by applying in writing to Corporate Services, to arrange a mutually agreeable time.

21.11 EXTERNAL CANDIDATES:

The Service will only advertise for external candidates should there be no applications made by internal candidates to the posted position or if, subject to the selection process, there were no eligible internal candidates. Any external candidates applying must have held the appropriate rank with a Police Service, provided they were a member of an Ontario municipal or provincial police service or the RCMP, and would be required to apply for, and meet the requirements of the position, as set out in article 21 with the exception of 21.4(a) ii, 21.4(b)i and 21.4(c)i.

21.12 The Constables of the Police Service are divided into five (5) classes and the following period of service with the Guelph Police Service is required in each rank before reclassification from one to the other will take place, provided that such reclassification shall be consequent upon good conduct, and favourable performance evaluations.

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

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 member 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 **may** submit the written grievance to the Director of Corporate Services. The parties may, if they **so** desire, meet to discuss the grievance at a time mutually agreed upon. The Director of Corporate Services 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 set 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 **may 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 Board 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 Ad.* 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 Board 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 V 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 at 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). In those situations where there is an extended legal proceeding, the Board shall be continuously apprised of legal indemnification costs.

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	Hours of Work
4.2	Lunch period
5.2	Court Time
5.3	Court Overtime
5.4	Call Out
5.7(b)	Banking of Overtime
5.7(c)	Banking of Overtime
5.7(d)	Banking of Overtime
5.7(e)	Banking of Overtime
5.8	Stand by Pay
5.9	Identification & Breathalyzer Stand by Pay
5.10	Statutory Pay
5.11	Meetings
7.1	Compassionate Leave
7.2(a)	Medical Leave
7.2(b)	Medical Leave
7.2(c)	Medical Leave
7.2(g)	Family Leave
7.2(h)	Sick Leave Credits
7.2(i)	Medical Leave
7.2(j)	Medical Leave
7.3	Leave – Special Circumstances
7.4	Marriage Leave
10.1	Medical Benefits
11.1	Service Pay
14	Education Leave
16	Annual and Statutory Leave
17	Plain Clothes Reimbursement
20	Acting Ranks

21	Promotions
26	Job Share
27.6	Benefits– laid off members

25.2 The Board may appoint a part time member or the Service may provide a position for full time members who wish to transfer to a part time position to provide trained relief for:

- a)** members on approved leaves
- b)** interim assistance during short term secondments
- c)** exigencies of the Service
- d)** placement on a platoon with a regular work schedule
- e)** job sharing

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 \$0.240 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 Medical Benefits as provided under Article 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 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
After 62,400 hours worked	14% 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
After 62,400 hours worked	seven (7) 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 ½) times the member's regular straight time hourly rate of pay. This shall be 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 with a minimum of 10 years service, who transfer to part time status will receive payment based on their full time rate of pay, for one half (1/2) unused sick leave gratuities accumulated to date not to exceed six (6) months salary at the rate in effect as of the transfer and any unused overtime credits banked and prorated shift premium if applicable.
- Full time members with less than 10 years service, who transfer to part time status, will have sick leave gratuities accumulated to date, suspended until such time the member returns to a full time position with the Service.
- 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 JOB SHARING

26.1 Subject to the modification as specified in this Article, all other Articles of this Agreement shall have full application to all Job Share participants excluding the following:

- 4.2(b) Excused from Duty
- 5.7(b) Banking of Overtime
- 5.7(c) Banking of Overtime
- 5.7(d) Banking of Overtime
- 5.7(e) Banking of Overtime
- 5.8 Stand by Pay
- 5.9 Identification & Breathalyzer on Call
- 7.2(a) Medical Leave
- 10.1 Medical Benefits
- 10.2 Medical Benefits
- 11 Service Pay
- 16 Annual and Statutory Leave
- 17 Plain Clothes Reimbursement
- 20 Acting Ranks
- 21 Promotions
- 25 Part time Members
- 27.6 Benefits for laid off members

26.2 All such positions shall be considered full time.

26.3 The total number of members allowed to job share will be up to a maximum of five (5) positions, which shall be one (1) per platoon in Patrol Operations. If expansion of the maximum number of job-shared positions is desired by either party, such will be done **so** by mutual agreement between the parties. Members who are presently working full-time and wish to make application to job share shall do **so** to Corporate Services. If the member does not have agreement from another qualified member who wishes to job share **at** the time of application, the remainder of the original position shall be posted. **If** no applications are received for the remainder of the position, the member applying shall remain full time or make application for any available part time position.

26.4 **No** job sharing arrangement will be approved to permit the member to carry on a secondary activity which may contravene Section 49 of the Act, but otherwise, the reasons a member may apply for a job sharing arrangement are not relevant to the decision of the Service whether or not to approve such arrangement.

- 26.5** The Service shall not approve any job sharing arrangement which would have the effect of increasing costs to the Service.
- 26.6** The Service shall not approve any job sharing arrangement in respect of any proposed participant whose job performance at the time of application is unsatisfactory based on advice received from the proposed participant's supervisor.
- 26.7** The Service shall not approve any job sharing arrangement in respect of any proposed participant who has not completed at least two years of employment with this Service.
- 26.8** Job share participants are not eligible for training or transfer positions until such time as the job share arrangement is terminated and the members revert to full time.
- 26.9** If one of the job sharers terminates their position or applies to a full time vacancy, the remaining participant shall have the option of reverting to full time or requesting the posting of the remainder of the position subject to 26.3 or applying for any available part time position. If the posting is not filled, the job share member will revert to full time.
- 26.10** A job sharer's vacant hours of work resulting from pre-scheduled annual leave, training leave or any other leave of absence, with the exception of illness or pregnancy, shall be covered by the job share partner. Vacant hours resulting from illness shall be offered to the job share partner first. It is the responsibility of the job share partner who is ill to contact their partner to determine if they are available. If the job share partner is not available to cover the shift(s), the job share partner who is ill shall contact the officer-in-charge.
- 26.11** Job Sharers will have the option of determining between themselves, with the approval of their Supervisor, which portion of the hours or shift rotation they will work. It is the intention of this provision that the hours of work be shared equally between the participants.
- 26.12** The job share member shall be paid at the rate set out for their classification as outlined in Article 19 and shall progress through the pay grid upon accumulation of 2,080 hours worked for each level.
- 26.13** ***Paid lunch and rest periods shall be as follows:***
- 1.** Duty shifts of four (4) hours shall be entitled to one (1) fifteen minute break.
 - 2.** 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.
 - 3.** Duty shift of more than seven (7) hours 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.

4. Members who do not receive a one (1) hour lunch break due to exigencies of the Service, will be paid their regular hourly rate for the missed one (1) hour lunch break.

26.14 In lieu of Medical Benefits as provided under Article 10 of the agreement, a job share 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.

26.15 a) Job share 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
After 62,400 hours worked	14% of earnings

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

b) Job share members shall be entitled to statutory holidays and unpaid annual leave in accordance with the *Employment Standards Act*

c) A member who works on the recognized statutory holiday will be paid at the rate of two and one half (2 ½) times the member's regular straight time hourly rate of pay. This shall be inclusive of all rights under the *Employment Standards Act*

26.16 Full time members who transfer to job share status shall retain their seniority converted to hours of service and will continue to accumulate seniority from the date of appointment based on hours worked. Seniority shall have effect wherever seniority has application in this agreement.

26.17 Job share members will accumulate annual sick leave credits at fifty (50%) percent of the full time rate. For the purposes of this Article, each job share member will be credited with 5 (five) hours of sick leave credit 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 and such accumulation to be added monthly. Sick days shall be counted as normal working days only.

26.18 The job sharing program may be terminated by mutual agreement between the Association and the Board.

27 LAY-OFF AND RECALL

27.1 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.

27.2 Seniority shall be effective from the date appointment commences with the Service.

27.3 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.

27.4 Employment and Seniority Rights

Employment and 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 27.5(b).

27.5 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 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.

27.6 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 none (9) months.

28 SPECIAL DUTIES

- 28.1** 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 designate.
- 28.2** Special Duty will be administered by the Guelph Police Service.

28.3 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.

28.4 Members who work special duty shall be compensated on their bi-weekly pay through the Service.

29. TERMINATION OR VARIATION

29.1 Subject to Article 29.2 hereof, the terms and conditions of this agreement shall remain in full force and effect from January 1st, 2003 until December 31, 2005, and thereafter until replaced by a new agreement, decision or award.

29.2 Pursuant to the provision 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.

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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.

THE GUELPH POLICE SERVICES BOARD

PRESIDENT

CHAIR

MEMBER

MEMBER

Dated at the City of Guelph. This _____ day of ***February, 2007***