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The 1992 Agreement between the Wallaceburg Police Services Board for the Town of Wallaceburg and the Wallaceburg Police Association.

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THIS AGREEMENT made this 3RD day of FEBRUARY 1993.

B E T W E E N

**THE WALLACEBURG POLICE SERVICES BOARD
FOR THE TOWN OF WALLACEBURG**

hereinafter called the "BOARD"

OF THE FIRST PART

- and -

THE WALLACEBURG POLICE ASSOCIATION

hereinafter called the "Association"

OF THE SECOND PART

WHEREAS the Association represents a majority of the full-time members of the Wallaceburg Police Service;

AND WHEREAS the Board and the Association have, pursuant to the provisions of The Police Services Act, **R.S.O. 1990**, and amendments thereto, bargained in good faith in respect of the matters set out in Section 119 of the said Act, and have now reached an agreement as set forth herein which is made pursuant to the said Act and is subject to the said Act and the Regulations thereunder.

NOW THEREFORE THE BOARD AND THE ASSOCIATION AGREE, EACH WITH THE OTHER AS FOLLOWS :-

ARTICLE I - RECOGNITION

1.01. This Agreement shall apply to all members of the Wallaceburg Police Service, save and except the Chief of Police, the Deputy-Chief of Police and the civilian employees of the Service.

1.02 The Board agrees to give forty-eight (48) hours advance notice to the Association of any meeting in dealing with Association matters.

1.03 Interpretation: -

- (a) "Board" shall mean the Wallaceburg Police Services Board for the Town of Wallaceburg.
- (b) "Association" shall mean the Wallaceburg Police Association.
- (c) "Members of the Service" shall mean all members of the Service, except for the Chief of Police, the Deputy-Chief of Police and the civilian employees of the Service. Any

members of the Service who, in accordance with the then existing Long Term Disability Insurance Plan, is certified as disabled and who has been unable to perform his/her duties for a period of forty-two (42) months, shall be deemed to be no longer a member of the Service or an employee of the Board. This clause shall be without prejudice to the Board's rights under the Police Services Act, R.S.O. 1990, and amendments thereto.

- (d) "Retired Member" shall mean a member of the Service who has retired upon the expiration of the required period of time with the department and shall include such member who has retired prior to normal retirement for reasons acceptable to the Board.
- (e) "Disabled Employee" shall mean a member of the Service who is disabled and certified by his doctor as unable to perform his duties.
- f) "Spouse" shall mean either of a man or woman who,

- i) are married to each other,
- ii) not being married to each other have cohabited continuously for a period **of** not less than five years, **or** in a relationship **of** some permanence where there **is a** child born **of** whom they are the natural parents and have **so** cohabited within the preceding year.

g) "Dependent Child" shall mean a member's child who **is**:

- i) **an** unmarried person under the age **of** 18 years;
- ii) an unmarried person over the age **of** 18 years but less than 25 years **of** age and **is** in full-time attendance at **a** school, community college, university **or** other educational institute;
- iii) a person over the age **of** 18 years who, by reason of mental or physical disability, **is** unable to earn **a** livelihood, and includes,
- iv) **any** child **of** whom the member stood in loco parentis at the time **of** his death

ARTICLE II - MANAGEMENT RIGHTS

2.01 The Association acknowledges that it is the exclusive function of the Board, subject to the Police Services Act and the regulations thereunder, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, and suspend, or otherwise discipline employees for cause, provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) establish and enforce from time to time rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage the Service and without restricting the generality of the foregoing to determine the number of persons required from time to time and the standards of

performance of all employees;

- (e) the Board agrees that these functions **will** be exercised in a manner consistent with the provisions of this Agreement.
- (f) In the case of a reduction of the establishment or layoff affecting the ranks of Staff Sergeant or Sergeant, the officer in each rank with the least seniority shall be the first transferred to the next lowest rank. Upon each such demotion taking place, that officer shall become the senior *man/woman* in the next lower rank.

In the case of a reduction of the establishment or layoff affecting the rank of a Constable, the Constable with the least seniority shall be the **first to be laid off**.

In the case of recall, **the most** senior officer transferred to a lower rank shall be **the first to** be transferred to his **former rank**, and the most senior person **laid off shall be the first** to be recalled.

The Board shall notify every member who is

to be laid off at least **10** working days prior to the effective date thereof, or award pay in lieu thereof.

The Board shall not hire any new member until those laid off have been given the opportunity of recall.

The Board shall give notice of recall by registered mail to the last recorded address of the member. The member shall keep the board informed at all times of his/her current address.

ARTICLE III - PROCEDURE ON COMPLAINTS

3.01 It is the mutual desire of the parties hereto that complaints relative to this Agreement or working conditions generally shall be adjusted as quickly as is possible.

3.02 No complaint shall be considered where the circumstances giving rise to it occurred, originated or became known or apparent more than seven (7) days before

the filing of the complaint.

3.03 Complaints shall be adjusted and settled as follows:

Step No. 1 - The complaining employee may present his complaint in writing to the Chief of Police or Deputy-Chief who shall consider it in the presence of the person or persons presenting it, and render a decision in writing. Should no settlement satisfactory to the employee be reached within seven (7) days, the next step in the complaint procedure may be taken at any time within seven (7) days thereafter, but no later.

Step No. 2 - The complaining employee may submit his complaint in writing to the Board, and he shall thereafter meet with a Committee of the Board at the earliest mutually convenient date with or without the assistance of the Association.

3.04 In computing periods of time referred to in the article, Sundays and

Statutory Holidays shall be excluded.

3.05 It is agreed that in the event of a disciplinary report being presented, a copy thereof shall be furnished as soon as possible to the party involved.

ARTICLE IV - DISCRIMINATION

4.01 The Board agrees that there shall be no discrimination, interference, restraint or coercion exercised or practised by the Board or its representatives, with respect to any Police Officer because of his membership in, or his connection with, the Association. Membership in the Association shall not be discouraged.

ARTICLE V - SALARIES

5.01 The Board agrees that in accordance with this Agreement, the salaries of each member of the Service shall be as set forth in Schedule "A" attached hereto and shall apply for the calendar year of 1992 as indicated in said Schedule.

5.02 Any member of the Service who holds a certificate for identification or breathalyzer technician and is used in such capacity with the authorization of the Chief, shall be entitled to a special pay allowance at the rate of Two Hundred Dollars (\$200.00) per annum payable on, or about, the fifteenth (15th) day of December.

ARTICLE V - SALARIES

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>1992</u>
Staff Sergeant	54,376
Sergeant	51,305
Constable 1st Class	48,587
Constable 2nd Class	45,961
Constable 3rd Class	40,694
Constable 4th Class	33,330

ARTICLE VI - SERVICE PAY

6.01 Each member of the Service shall receive an additional Ten Dollars (\$10.00) per month by way of bonus of each completed term of five (5) years of continuous service, which shall be paid once per year on, or about the fifteenth (15th) day of December in each year. No service pay shall accrue or be paid for periods when the officer is absent from work on long term disability.

ARTICLE VII - HOURS OF WORK

7.01 The work week for members of the Service shall be forty (40) hours.

7.02 The Board agrees that subject to the requirements of service, a member's days off each week will be consecutive and that such days off shall rotate so that each member receives approximately the same number of weekends off during the calendar year. In no event, subject to the exigencies of service, shall a member be required to work more than twenty (20) days in any twenty-eight (28) day period.

7.03 The Board agrees that subject to the requirements of service, no member of the Service shall be required to work both Christmas Day and the following New Year's Day.

7.04 For those members who work two shifts, namely the day shift and the afternoon shift, they shall be entitled to one cash payment of **\$110.00** per year payable on or about the **15th** day of December.

For those members who are on a shift schedule requiring them **to** work three shifts, namely day shift, afternoon shift and midnight shift shall be entitled to one annual payment of **\$260.00** per annum payable on or about the **15th** day of December of each year.

Any member who is absent from work due to sickness, long term disability workers compensation or other benefits included in this agreement for a period that exceeds **14** days it shall be paid on a prorated basis for the time so worked on each **particular** shift.

7.05 There shall be more than one (1) uniformed officer on patrol. There will normally be two (2) members used for prisoner escorts. The provisions of this paragraph are subject to Paragraph **7.06**.

7.06 Notwithstanding Paragraph 7.05, the Chief of Police shall have the sole discretion to determine **all** scheduling requirements.

7.07 **All** pay cheques shall be made available to all members on Thursday evening prior to the normal Friday pay days.

7.08 Any officer whose scheduled shift **is** changed, shall be given at least twenty-four (24) hours notice of the change or be paid one and one-half (**1 ½**) times the hourly rate for that shift, except in the case of call-back and/or emergency.

ARTICLE VIII - OVERTIME

8.01 Overtime work done by any member of **the** Police Service when authorized and approved by the Chief of Police shall be compensated as hereinafter **set** forth.

8.02 Overtime work shall include any time worked beyond the normal tour of duty and members of the Service shall be credited with one (1) hour's overtime for

any part of an hour worked in excess of thirty (30) minutes. Overtime shall not include courses taken at the Ontario Police College or any authorized institution for police training or time spent on court appearances as set out in Article X.

8.03 Each member of the said Police Service shall be compensated for such overtime calculated on one and one-half (1½) times his hourly rate of pay which shall be on the basis of a working year consisting of fifty-two (52) weeks of forty (40) hours each.

8.04 The hourly rate shall be on the basis of a working year consisting of fifty-two (52) weeks of forty (40) hours each. The overtime, court time and call-back time accumulated by each member shall be paid on or about the fifteenth (15th) day of each month for the time accumulated the previous month.

8.05 The Board agrees that overtime shall, subject to requirements of the service and so far as feasible, be equally distributed among the members of the Service.

ARTICLE IX - CALL BACK TIME

9.01 Any member of the Service who has completed his regularly scheduled shift, has left his place of employment and is recalled to duty, or called to duty on his days off, shall receive a minimum of four (4) hours pay or time and one-half for the time actually expended, whichever figure is the greater.

9.02 Should a member be called to duty on his annual vacation, such member shall be credited with double the credit receivable under previous call back time articles.

ARTICLE X - COURT TIME

10.01 Any member of the Service, required to attend as a witness in any Provincial Offences, Criminal, Family or Small Claims Court, inquest or Civil Court, when off duty, shall receive Court time allowances as follows:

- (a) A minimum of four (4) hours regular time shall be credited for

a Court sitting.

- (b) Five (5) hours straight time shall be credited if in continuous attendance at a Court sitting for four (4) hours and fifteen (15) minutes, on the same terms as set forth in the preceding paragraph.
- (c) A minimum of five (5) hours straight time shall be credited each member required to appear in court, if such member has completed a tour of duty within eight (8) hours of the scheduled Court sittings.
- (d) Should a member be required to attend in Court on his/her regularly scheduled leave day (which does not include off shift hours), such member shall be credited with an additional two (2) hours straight time.
- (e) Should a member be **required** to appear in Court during his/her annual vacation, such member shall be credited with double the credit as receivable under previous Court Time articles. Should a member be required to appear in court on his/her scheduled day off during his annual vacation, the said

day off shall be considered annual vacation and the member shall be credited with double credit as receivable above.

- (f) Court Sitting shall mean: A sitting of the Court in the morning until noon adjournment, or a sitting of the Court in the afternoon until the sitting is adjourned for the day.
- (g) Any person previously employed by the Police Service, who is required to attend Court with respect to any matter that originated from his/her employment, shall be paid four (4) hours court time based on a first class constable wage if in the opinion of the crown prosecutor the said witness gave evidence in accordance with what would be expected if the previous member was a police officer. The court time shall be paid in accordance with Article 8.04.
- (h) Any member of the Service required to use his private motor vehicle for transportation to ~~or~~ from Court shall be paid the Town of Wallaceburg corporate rate per kilometre. Such allowance shall be paid within the normal **pay** period.
- (i) Any member of the Service required to be absent from

Wallaceburg for any authorized police matter other than a court appearance between the hours of 12 p.m. and 1 p.m. or 6 p.m. and 7 p.m. shall be paid up to a maximum of Eight Dollars (~~\$8.00~~) for meal allowance upon presentation of a dated receipt. The said meal allowance shall be paid within the normal pay period.

- (j) Any member of the service required to be absent from Wallaceburg for an authorized court appearance and is required to attend the morning and afternoon session shall be paid up to a maximum of Eight Dollars (\$8.00) for meal allowance or if the member is required to remain in the morning session of court until after 2:00 p.m. the said member shall be paid up to a maximum of Eight Dollars (~~\$8.00~~) upon the presentation of a dated receipt. The said meal allowance shall be paid within the normal pay period.

ARTICLE XI - CLOTHING - PLAIN CLOTHES OFFICERS - OTHER STAFF

- 11.01 (a) Each member of the Service required to carry out temporary plain clothes duties, shall be

allowed Four Dollars (\$4.00) for each day, or portions thereof, during such periods of employment up to the annual maximum plain clothes allowance, provided, however, that no officer in any calendar year, shall receive in the value of uniform, clothing and footwear, in lieu of uniform issue, a total value in excess of Twelve Hundred and Fifty Dollars (\$1250.00) inclusive of all taxes.

- (b) Each plain clothes officer shall receive a clothing allowance of up to Twelve Hundred and Fifty Dollars (\$1250.00) per annum including tax, which allowance shall be in respect of all clothing requirements.
- (c) The clothing allowance payments referred to in (a) and (b) above shall be paid upon the submission of appropriate receipts of purchase.

11.02 At the discretion of the Chief of Police, the Board agrees to repair or replace all clothing of members of the Department which is damaged in the

Department
SERVICE
BA.

performance of duty.

ARTICLE XII - DRY CLEANING

12.01 Each police officer shall be entitled to have two uniforms and, in case of plainclothes police officers, two suits or two pair of slacks and two jackets dry cleaned once every month at the expense of the Board, provided that such member is not on an extended sick leave.

ARTICLE XIII - ONTARIO POLICE ASSOCIATION CONVENTIONS

13.01 One (1) member of the Service, duly authorized by the membership of the Association, shall be granted a leave of absence with pay not exceeding five (5) working days, to attend the annual convention of the Ontario Police Association of Ontario.

13.02 One (1) member of the Service, duly authorized by the membership of the Association, shall be granted one (1) day leave with pay plus one (1) day travel time, if required, to attend quarterly meetings of the Ontario Police Association of Ontario.

ARTICLE XIV - ONTARIO POLICE COLLEGE COURSES

14.01 Any member of the Service authorized by the Police Chief to attend an Ontario Police Course, shall be granted an allowance of Thirty-Five Dollars (\$35.00) for each full week of attendance at such course, paid in advance of said Course.

14.02 One (1) member of the Service per annum, as selected by the Association, shall be granted a leave of absence without pay or police college allowances, to attend, for up to five (5) consecutive working days, the Police Act Seminar at the Ontario Police College.

ARTICLE XV - FRINGE BENEFITS

15.01 Sick Leave Credit - All members of the Service shall be granted one and three quarters (1 $\frac{3}{4}$) days per month worked sick leave credits to a maximum of twenty-one (21) days per year. Any credit remaining at the end of the year may be carried forward to the next year with no maximum of accumulation and, in the event of a member being unable to work due to sickness, he shall be paid at the rate of pay received per working day. A newly employed member of the Service shall be granted twenty-one (21) days per year **for** the first year and one and three-quarters (1 $\frac{3}{4}$) days for each month worked thereafter; and in addition, shall be granted, as a one-time only sick leave bank, ten (10) days sick leave, which days shall not be able to be carried forward past the first (1st) year of his employment.

15.02 All members of the Association shall on retirement, on death, or on termination of service with the Service, save and except where the member's service is terminated by the Board for cause, receive such accumulation of sick leave, not in excess of the maximum amount payable by the existing statute, at the rate of pay received per working day by such member. In the case of death, payment of sick leave credits shall be made to the employee's estate.

(a) Survivor's Benefits - the surviving spouse of a member who dies while a

member of the Service shall be entitled to coverage of the hospitalization and medical benefits provided for in Article 15.07, until age sixty (60), or until such time as the spouse remarries. The Board shall pay one hundred percent (100%) of the premium cost to cover the surviving spouse and dependents to be effective on the first day of the month following the ratification of the Agreement.

Where a member is killed or dies as a direct result of injuries received in the performance of his/her duties as a police officer, leaving a spouse and/or any dependent child or children, the board shall pay to such spouse and/or dependent child or children, as the case may be, a supplementary monthly payment, in an amount which taken together with any existing governmental payments made pursuant to the Workers' Compensation Act, or the Canada Pension Plan (or payments made pursuant to the OMERS Plan), will equal 100% of the disposable after tax income of the deceased member, based on his/her salary at the time the payments are made.

The supplementary monthly payments provided shall continue until the spouse remarries and in the case of dependent children until they cease to be dependent as herein defined. No supplementary payment provided shall continue for a period exceeding two years.

If one or more of a deceased member's dependent children is or are below the age of majority or otherwise under legal disability the Board may, in its discretion, pay the benefits herein provided for either to the guardian or other legal representative of such child or children.

15.03 Any member entitled to receive any accumulation of sick leave pursuant to the foregoing provisions shall have the option of receiving such payments in a lump sum or by bi-monthly payments. The Board shall arrange for continued coverage of life insurance, weekly indemnity and long term disability for an employee during disability period up to normal retirement as set out in current policies following receipt of necessary forms as required from time to time by the carrier.

15.04 Paid Holidays - In lieu of statutory holidays with pay, each member of the Service shall receive two weeks holiday or ten (10) working days with pay, in each year, and such holidays shall be taken in the period between October 1st and April 30th. In addition, each member shall receive a credit for the equivalent of two (2) working days which shall entitle the member to have Christmas Eve and Christmas Day or New Year's Eve and New Year's Day as statutory holidays at the discretion of the Chief of Police or Deputy-Chief and the member involved.

(a) In the event that a member's rest days should coincide with any such holiday, this member shall be compensated for such days at a later date at the discretion of the Chief of Police or Deputy-Chief and the member involved.

(b) Any member who is required to work any of the following statutory holidays

New Years Day	Labour Day
Good Friday	Thanksgiving
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

shall be granted four (4) hours off in lieu of working the said holiday. The time accumulated shall be taken off between January 1st and December 1st of each year. The time off will be granted when agreed upon by the member and the **Chief of Police**

15.05 Annual Vacations - Every member of the Service shall be granted an annual vacation with **pay** according to his credited service as follows:

- (1) The members of the service with six (6) months of continuous service but less than one (1) year of continuous service shall receive one (1) week ~~or~~ five (5) **working days** vacation with pay.
- (2) Members of the service with one (1) year of continuous service **shall** be entitled to two (2) weeks or ten (10) working days annual vacation with pay.

- (3) Members of the Service with five (5) years or more continuous service shall be entitled to three (3) weeks or fifteen (15) working days annual vacation with pay.
- (4) Members of the service with ten (10) years or more continuous service shall be entitled to four (4) weeks or twenty (20) working days annual vacation with pay.
- (5) Members of the Service with twenty (20) years or more continuous service shall be entitled to five (5) weeks or twenty-five (25) working days annual vacation with pay.
- (6) Vacation time may be taken on a week to week basis or on a day to day basis in a manner agreeable to both the member involved and the Chief of Police.

15.06 Pensions - The Board shall continue to pay Fifty Percent (50%) of the cost of the basic plan provided by the Ontario Municipal Employees Retirement System. Further, that the Board shall continue to provide a supplementary benefit provision (type 1 - past service agreement) payable on retirement at age sixty (60) which shall be compulsory, such supplementary benefits payable in accordance with the O.M.E.R.S. Act and Regulations. All past service costs to provide these benefits shall be borne by the Board. Future service costs shall be in accordance with the O.M.E.R.S. Act and Regulations.

15.07 Hospitalization and Medical Benefits - All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plans, documents or policies of insurance. It shall be the obligation of the employee to resolve any dispute concerning payment of benefits under any plan or policy directly with the insurer. However, the employer will use its best efforts to adjust and **settle** any disputes.

Out of Province/Country - The employer shall carry out of province/country medical coverage as provided by Blue Cross.

Hospital Supplement - The Board will pay One Hundred Percent (100%) of the plan covering room and board charges limited daily to the difference between the provincial hospital allowance and the standard provincial charge for a semi-private room. Coverage is to be provided for all members of the Service and their eligible dependents.

Drug Plan - The Board shall pay One Hundred Percent (100%) of a prescription plan such as provided by the comprehensive plan administered by **Blue Cross**.

Dental Plan - The Board shall pay One Hundred Percent (100%) of a Dental Plan at least equal to those benefits provided under the **Ontario** Blue Cross Plan at the current ODA rates. Coverage is not to exceed the maximum outlined in the most current ODA rates. Coverage is to be

provided for all members of the Service and their eligible dependents. The Board shall pay One Hundred Percent (100%) of the cost of Orthodontic Dental Plan to provide payment of Fifty Percent (50%) of the cost of orthodontic treatment to a maximum of One Thousand Dollars (\$1,000) in any one year and shall provide a Denture Dental Plan to provide for Fifty Percent (50%) of the cost of denture treatment in any one year.

Vision Care - Effective on the first day of the first month following the ratification of this agreement, the Board shall pay One Hundred Percent (100%) of the premium cost of a Vision Care plan providing corrective eyeglasses up to Two Hundred Dollars (\$200.00) every twenty-four (24) months.

Maternity Leave - An employee who becomes pregnant will be granted a leave of absence without pay pursuant to the Employment Standards act, as amended from time to time, subject to the eligibility requirements and conditions as set out in the Act and as provided for hereunder;

- a) the employee shall notify the Chief of Police of such request in writing not later than the third month of the pregnancy and submit a certificate from a recognized physician

substantiating the pregnancy.

- b)** the employee may continue to work as long as her physical condition permits, subject to the submission of a written certificate of her doctor to the Chief of Police stating that the employee is able in all aspects to carry out her duties
- c)** the employee shall, if possible, give the Chief of Police at least two weeks notice in writing of the day she intends to commence her leave in accordance with paragraph (b) above
- d)** such leave of absence shall not exceed seventeen (17) weeks from the time of commencement. The employee shall notify the Chief of Police of the date she will be available to return to work and apply for work within such (17) week period. In case of miscarriage, the employee shall apply for work as soon as she is physically able.
- e)** the employee shall confirm the exact date in writing on which she will be available to return to work by notifying the Chief of Police accordingly not more than two weeks and not

less than one week before such date,

- f) following proper notification to the Chief of Police, the employee shall be returned to her job or to a comparable job, for which she is qualified.
 - g) employees granted a leave of absence in accordance with this provision shall continue to accumulate seniority during the period of any leave granted.
 - h) all benefits covered under Article **15.01** shall be continued in force by the employer while the employee is absent on pregnancy leave for the 17 week period. ✖
- (a) Any member shall, from the date of his retirement until he reaches age sixty-five (**65**), be given the option to retain his group coverage as provided by Sec. **15.07** for Health, Dental and Drugs provided that the member pay One Hundred Percent (100%) of the premium costs of that participation;
- (b) Disabled employees are required to submit forms periodically as required for insurance purposes and benefit coverage continuation up to normal retirement age or until date of return to work.



15.08 Worker's Compensation - Members in receipt of Workers' Compensation award arising out of injuries suffered during the course of employment, shall receive for a period of up to three (3) months, One Hundred Percent (100%) of the gross take home pay as derived from base salary. After the three (3) months the member shall receive Ninety Percent (90%) of gross take home pay derived from the base salary.

15.09 Bereavement Leave - A member will be granted up to five (5) days leave of absence with pay, for the sole purpose of making arrangements and attending the funeral of a member's father, mother, wife, brother, sister, son or daughter, provided, however, that only such regular periods of duty as fall within five (5) consecutive days shall be paid for by the Board. Any member shall be granted three (3) days leave of absence with pay, to attend the funeral of his mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or equivalent step-family relation, provided the funeral date falls within the member's regular period of duty. Any member shall be granted one (1) day's leave to attend a funeral for an aunt or uncle or to serve as pall bearer at said funeral provided that the said funeral is not for one of the member's family listed above.

15.10 Group Life Insurance - The Board will pay One Hundred Percent (100%) of the premium cost to the employees participation in group life insurance plan as

underwritten by current carrier or its equivalent with the terms and conditions set forth in the master policy between the carrier and the Board. The amount of life insurance coverage for members of the Association shall be in the amount of twice the member's annual salary rounded up to the nearest One Thousand Dollars (\$1,000.00). The Plan is to include a Total Disability Waiver of Premium clause to assure continued coverage for disabled members of the Service for the amount of life insurance in force at the date of disability.

Accidental Death & Dismemberment - The Board agrees to pay One Hundred Percent (100%) of the premiums to provide an amount of insurance equal to that under group life insurance for all active members of the Service. The present such policy is with Seaboard Life Insurance Company and is policy No. 119-2404.

Long Term Disability - The Board agrees to pay One Hundred Percent (100%) of the premiums to provide a plan providing Seventy-Five Percent (75%) of monthly earnings up to a maximum integrated benefit of Three Thousand Dollars (\$3,000.00) per month. The maximum benefit period is to age sixty (60).

ARTICLE XVI - LEGAL INDEMNIFICATION

16.01 The Board shall indemnify a member of a police service for reasonable legal costs incurred,

- a) in the defence of a civil action,
- b) in the defence of a criminal prosecution, excluding a **criminal** prosecution in which a member is found guilty of a criminal offence,
- c) in the defence of a statutory prosecution,
- d) in the defence of a Police Service Act disciplinary proceeding, up to, and including an appeal to the Ontario Commission on **Police** Services in accordance with Section 47(5) and Section 63(8), and a hearing pursuant to Section 53(8),
- e) in respect of any other proceeding in which the member's manner **of** execution of the duties of his or her employment was an issue. Without limiting the generality of 'any proceeding', such proceeding shall include a Coroner's inquest, a board of inquiry under Part VI of the Police Services Act, and an investigation and inquiry under Part II **of** the Police Services Act, provided the said charge **or** claims are dismissed.
- f) The board reserves the right to have such legal accounts as may be tendered assessed before an assessment officer of the Supreme

Court of Ontario.

16.02 A member of the Police Service who is requested or subpoenaed to appear before an inquiry initiated under **S. 58** or **S. 59** of the Police Act, shall be indemnified for the necessary and reasonable legal costs incurred in representing **his/her** interests in such an inquiry only:

- i) where no other member of the Police Service, excluding the Chief of Police, has been requested or subpoenaed to appear before the inquiry;
- ii) where more than one (1) member of the Service is subpoenaed or requested to appear, other than the Chief of Police, in such a case there shall be only one counsel representing the members of the Service, excluding the Chief of Police; or
- iii) where the counsel representing the members of the Service, excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the member and **other** members of the Service;
- iv) where the inquiry results in a charge or charges being laid against a member or members of the Service as a result of the inquiry, in which case, no legal fees **will** be paid for any member who is ultimately found guilty of the offence or offences for which such member or members are charged.

16.03 The counsel representing a member of the Service under S. 1(a) and (b) shall be counsel selected by the Police Association. Counsel representing a member of the Service under S. 1(c) shall be counsel selected by that member of the Service.

16.04 Where a member intends to apply to the Board for indemnification, the member shall, within thirty (30) days of receiving a request or subpoena to appear before an inquiry under S. 58 or S. 59 of the Police Act, apply to the Board in writing for approval to retain counsel and shall advise the Board in writing of the counsel to be so retained. In the event the Board objects to the counsel to be retained, the matter shall be resolved by a member of the Board and a member of the Association Executive designated for that purpose.

16.05 Notwithstanding S. 16.02, the Board may refuse payment otherwise required under S. (a) where the request or subpoena is with respect to acts by the member of the Service which were not done in the attempted performance in good faith of his/her duties as a police officer.

16.06 For the purposes of this section "necessary and reasonable legal costs" shall be based on the amount rendered by the solicitor performing the work, subject initially to the approval of the solicitor for the Board. In the case of dispute between the solicitor doing the work and the solicitor for the Board, the account shall be assessed on a solicitor and client basis by an assessment officer of the Supreme Court

of Ontario, a pre-condition to such assessment being that the hourly rates charged by the solicitor doing the work shall not exceed, in the assessment officer's opinion, the hourly rates charged by solicitors practising in the County of Kent.

ARTICLE XVII - PROMOTIONS

17.01 Upon a promotion being made to any rank higher than the rank of First Class Constable, the probation period of such promotion shall not be longer than six (6) months, and the Police Officer so promoted shall be entitled to have his ~~or~~ her salary increased to the new salary payable to the new rank so long as they shall continue to hold such rank.

Promotions to positions above First Class Constable within the Service will be based upon the employee's qualifications of skill, competence and efficiency for the job concerned. When these qualifications are relatively equal, the employee having the **most** seniority will be given preference.

17.02 If any member of the Service not reclassified **from** Fourth Class Constable to Third Class Constable within twelve (12) months of obtaining employment with the

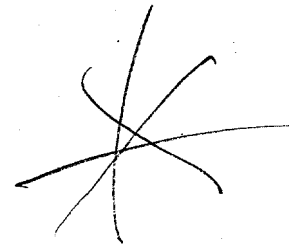
Board; or a member who is not reclassified from Third Class Constable to Second Class Constable after twelve (12) months of service as a Third Class Constable; or a member who is not reclassified from Second Class Constable to First Class Constable after twelve (12) months of service as a Second Class Constable, a written explanation as to why the member has **not** been re-classified shall be submitted to the member. The Association will be notified that the member has not been reclassified. Should the explanations given not **be** satisfactory to the member concerned, this failure to reclassify may be the subject of a complaint pursuant to this Agreement.

17.03 When a shift is not commanded by a Non-Commissioned Officer, the Chief or Deputy Chief shall designate a Constable to be in charge of the shift or portion thereof and the said Constable will be compensated at one dollar (\$100) per hour for the time **so** delegated.

ARTICLE XVIII - DEDUCTION OF ASSOCIATION DUES

18.01 The Board agrees to deduct from the pay of all members of the Association, on the first (1st) day of each calendar month, the duly authorized monthly Association membership dues and shall remit same to the Association

Treasurer at the end of each calendar month.



18.02 All members of the Service save and except the Chief of Police and the Deputy **Chief** shall pay Association dues unless the said member is voted out of the Association and notified in writing.

ARTICLE XIX - TERM OF AGREEMENT

19.01 This Agreement shall remain in force and effect for a period of one (1) year from January ~~1st, 1993~~ to and including December ~~31st, 1999~~, and thereafter until replaced by a new agreement, decision or award. This Agreement shall enure to the benefit of and be binding upon, not only the parties hereto, but also their respective successors and assigns.

19.02 Retroactive pay and benefits in accordance with this Agreement shall be paid to all officers who have served on the Service at any time during the term of this Agreement.

ARTICLES XX - MISCELLANEOUS

20.01 All other working conditions, including provisions for uniforms and clothing allowance, provisions for pensions and other regulations and privileges required for or enjoyed by the members of the Association **are** hereby declared to **be** satisfactory to both the Board and the Association, and shall remain in effect during the term of this Agreement.

20.02 Any member of the Service being suspended from duty for cause is prohibited from taking other employment as per Section **29** of **the** Regulation **791** Police Act **of** Ontario, R.S.O.1980.

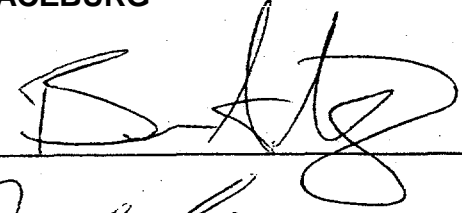
20.03 Every member who is required by the Chief of Police to attend training session or group seminar in the **Town of Wallaceburg** will attend the said session or seminar up to a maximum of two (2) hours per month without pay. Any member who is on annual leave or other leave authorized **by** this Agreement or authorized **by** the Chief of Police shall not be required to attend.


20.04 The Board shall pay the cost of the tuition for courses or seminars as approved by the Chief of Police and appropriate changes in shifts will be permitted to allow attendance at such courses when practicable.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives.

DATED at the Town of Wallaceburg, this 3 day of FEBRUARY 1993

THE WALLACEBURG POLICE SERVICES BOARD FOR THE TOWN OF WALLACEBURG

PER: 



WALLACEBURG POLICE ASSOCIATION

PER: 