

**POLICE WORKING AGREEMENT**

**between**

**THE BARRIE POLICE SERVICES BOARD  
(hereinafter referred to as “the Board”)**

**OF THE FIRST PART**

**and**

**THE BARRIE POLICE ASSOCIATION  
(hereinafter referred to as “the Association”)**

**OF THE SECOND PART**

**JANUARY 1, 2015 TO DECEMBER 31, 2018**

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## **DEFINITIONS**

Except where a contrary intention appears, in this Agreement:

- a) **"Chief"** means the Chief of Police, from time to time, of the Service;
- b) **"Service"** means the Barrie Police Service
- c) **"Police Member"** means any person holding rank or classification as set out in Appendix "A" to this Agreement
- d) **"Length of Service"** shall mean a police member's experience as a sworn police member of a police service or military police except where a break or lapse in service of two (2) years or more has occurred. In such cases "length of service" will be calculated using the police member's return to sworn policing after the lapse. It is the responsibility of the police member to provide written documentation from past employers which will confirm their length of service.
- e) **"Seniority"** shall mean length of employment with the Barrie Police Service and include all hours accumulated as a full time police member. Hours accumulated in permanent part-time positions, or contract periods of employment during which the police member becomes a full-time police member will be credited to the police member for amount of vacation entitlement but not apply to the order of draw for vacations.
- f) **"Police Act"** means the Police Services Act of Ontario.

## **ARTICLE 1 - PURPOSE**

**1:01** The purpose of this Agreement is to establish the salaries, hours of work, and other working conditions of the police members covered by this Agreement.

## **ARTICLE 2 - RECOGNITION**

**2:01** The Board recognizes the Association as the exclusive bargaining agent for the police members covered by this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3:01** a) The Association recognizes that, subject to the provisions of the Police Services Act and the Regulations made thereunder by the Lieutenant

Governor In Council, it is the exclusive function of the Board to:

- i) Maintain order, discipline and efficiency;
  - ii) Hire, discharge, direct, classify, transfer, promote, demote or suspend, or otherwise discipline any police member.
- b) The Board agrees that no police member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in paragraph (a) (ii) without discrimination and in a manner consistent with this Agreement, the Police Services Act and the Regulations made thereunder by the Lieutenant Governor in Council.
- c) If a police member claims that the Board has exercised any of the functions outlined in paragraph (a) in violation of this Agreement, then such a claim may be the subject of a grievance under the provisions of the grievance procedure outlined in this Agreement, or the arbitration procedure set out in the Police Services Act, or dealt with under the procedures within the exclusive jurisdiction of the Ontario Civilian Commission on Police Services as prescribed in the Police Services Act, as the case may be.

#### **ARTICLE 4 - ASSOCIATION RIGHTS**

**4:01** It shall be a condition of employment that all police members, whose salary rates are set out in this Agreement, whether or not they join the Association, shall pay to the Association an amount equal to the monthly dues payable to belong to the Association, but, subject to this provision, no police member shall be required to join the Association nor shall any police member be refused to join the Association.

**4:02** The Board agrees to deduct an amount equivalent to Association dues and other amounts duly authorized by the Association from the regular pay of each police member and within one month after making each such deduction, pay the sum so deducted to the Association. The Association will save the Board members harmless against any and all claims against it for the deductions made as set out above.

**4:03** The Board shall, when remitting such dues and other amounts, provide the Association with the names and classifications of the police members from whose pay such deductions have been made, together with the names and classifications of any police members who have since last payment, ceased to be employed by the Board.

**4:04** (a) The Board agrees that there will be no discrimination, restraint, interference, or coercion exercised or practiced, directly or indirectly by any of its representatives against any police member in respect to his/her employment because of his/her police membership or activity in the

Association.

**(b)** The Association agrees that there will be no discrimination, restraint, interference or coercion exercised or practiced, directly or indirectly by any of its representatives against any police member of the Service who is not a police member of the Association.

**4:05** The Board shall grant time off without loss of pay to the Association's bargaining committee when required from time to time for bargaining with the Board.

## **ARTICLE 5 - SALARIES**

**5:01** The Board shall pay each police member the salary set out in Appendix "A".

**5:02** The Board shall pay each police member by direct payroll deposit to a financial institution of the police member's choice, the net amount of the police member's bi-weekly pay. Such deposit shall, normally, be made by Thursday of each pay week. Deposits shall be reasonably guaranteed to be made by Friday if the police member's account is in a financial institution with "prime serviceability".

**5:03** The Board shall provide each police member with an itemized statement of salary, overtime and other supplementary pay and deductions. Such statement shall, normally, be made available at each police member's regular place of work on Thursday of pay week.

**5:04** The Board shall not make any deductions from a police member's salary unless authorized by statute, court order, arbitration, or this Agreement, or authorized by the police member, except where a police member has received vacation entitlement in advance of normal entitlement and the police member leaves the Service.

## **ARTICLE 6 - HOURS OF WORK**

**6:01** (a) Police members may be assigned to:  
- Eight hour shifts,  
- Ten hour shifts, or  
- Twelve hour shifts.

**(b)** Police members assigned to Uniform Patrol and Criminal Investigations – General Assignments shall be assigned to twelve hour shifts.

**(c)** Members assigned to: Tactical Support Unit, Canine Unit, Training Unit, Court Unit, Marine Unit, Fraud Unit, Sex Offender Registry Unit and the Sexual Assault Sergeant may be assigned to ten (10) hours shifts.

**6:02**

**Eight Hour Shifts**

(a) The usual tour of duty which a police member assigned to eight hours shifts is required to perform shall consist of eight (8) consecutive hours.

(b) The usual start times for police members assigned to eight hour shifts are:

Night Shift	00:00 hrs,
Dayshift	08:00 hrs, and
Afternoon Shift	16:00 hrs

(c) A police member who performs his/her duties of one (1) period of eight (8) consecutive hours shall be allowed one (1) hour for lunch. When the requirements of the service do not permit him/her to take his/her full lunch period, any such lost time shall be granted to him/her during that tour of duty or at some other period of time mutually agreeable to both parties.

(d) A police member's days off in each week shall, subject to the requirements of service, be consecutive.

**6:03**

**Ten Hour Shifts**

(a) The usual tour of duty which a police member assigned to ten hour shifts is required to perform shall consist of ten (10) consecutive hours.

(b) The usual start times for police members assigned to ten hour shifts are:

Dayshift	07:00 hrs, 10:00 hrs and
Afternoon Shift	17:00 hrs

(c) A police member who performs his/her duties of one (1) period of ten (10) consecutive hours shall be allowed seventy-five (75) minutes for lunch. When the requirements of the service do not permit him/her to take his/her full lunch period, any such lost time shall be granted to him/her during that tour of duty or at some other period of time mutually agreeable to both parties.

(d) A police member's days off shall, subject to the requirements of service, be consecutive.

**6:04**

**Twelve Hour Shifts**

(a) The usual tour of duty which a police member is required to perform

shall consist of twelve (12) consecutive hours.

**(b)** The usual start times for police members assigned to twelve hours shifts are:

- Dayshift 07:00 hrs,
- Afternoon Shift 15:00 hrs, and
- Nightshift 19:00 hrs.

**(c)** The normal period of duty which a Uniform Patrol police member is required to perform shall be of four (4) days duration. The tours of duty shall consist of two (2) day shifts, followed by two (2) night shifts, or the relief shift tour of four (4) consecutive days of afternoon shift. Criminal Investigations police members may have a tour of duty from 1400 hours to 0200 hours or 1900 hours to 0700 hours, which will be their night shift. The normal working period of duty which a police member of the Street Crime Unit is required to work shall consist of four (4) consecutive tours of duty on nightshift.

**(d)** A police member who performs his/her duties of one period of twelve (12) hours shall be allowed two (2) periods for lunch, which will be of forty-five (45) minutes each. When the requirements of the service do not permit him/her to take his/her full lunch period, any such lost time shall be granted to him/her during that tour of duty or at some other period of time mutually agreeable to both parties.

**(e)** A police member's days off shall, subject to the requirements of service, be consecutive.

**(f)** Police members assigned to a twelve hour shift shall accumulate one hundred and ten (110) hours, pro-rated, per calendar year, of time worked in excess of forty (40) hours in a calendar week period due to the twelve (12) hour shift. This shall be referred to as banked time which shall be accumulated in a separate bank and an effort will be made by the police members to take this banked time off in lieu of payment. The police members will have up to May 1st of the year to utilize banked time off, at a mutually agreeable time.

After that date, Management will have the remainder of the year to assign banked time off at a mutually agreeable time, but if no agreement can be reached, then such time off shall allotted by the Chief of Police. Bank Time credits are granted to the police member and are not transferable to another member except in case of an authorized shift change.

**6:05** A police member may be required to perform his/her tour of duty up to two (2) hours prior to or two (2) hours later than the usual scheduled commencement time without prior notice at the discretion of the Chief of Police or his designate. Overtime shall not apply to this provision.

**6:06** A police member's usual shift schedule may be altered by the Chief of Police or designate on being given 14 days notice, except in emergent situations.

**6:07** When a police member assigned to a twelve (12) hour shift is required to attend court during off-duty hours and is scheduled for a tour of duty which commences 1600 hours or later the same day, the police member shall be granted a minimum of eight (8) hours between the completion of the attendance in court and being required to report for duty. This time shall be granted without loss of pay or accumulated time credits and without change of work schedule.

## **ARTICLE 7 - OVERTIME**

**7:01** Overtime shall be deemed to be any time, including court, drills, parades, in-service training courses, and staff meetings which police members are required to spend in the performance of their duty in excess of a police member's regular daily hours of work.

**7:02** "Court" or "Courts" shall mean all Courts of Law and shall apply to Coroners' Inquests, Criminal Injury and Compensation Board Hearings, WSIB Hearings, Public Inquiries Act Hearings, and Police Service Act Hearings. Court time in this article shall mean all time spent by the police member of the Service as a witness in Court as herein defined by reason of the performance of his/her duties as a police member of the Service.

**7:03** When a police member is required to remain on duty for more than fifteen (15) minutes after completion of his/her regular shift, he/she shall be granted time and one half (1 1/2) his/her hourly rate of pay for all such excess time.

**7:04** Where a police member is called back to overtime duty he/she shall be paid at a rate of time and one half (1 1/2) his/her hourly rate of pay with a minimum of four (4) hours being granted for any one (1) call back to duty as overtime worked.

**7:05** Where a police member is required to attend at court during his/her time off, he/she shall receive time and one half (1 1/2) for all hours of attendance, with a minimum of four (4) hours for the attendance. When two (2) separate court cases are scheduled for the same day, and one (1) appearance is scheduled for the morning while the other is scheduled for the afternoon, the police member shall receive a minimum of four (4) hours for the appearance before lunch recess and a minimum of four (4) hours for the appearance after the lunch recess at the rate of time and one half the police members hourly rate of pay. However, in the event, the police member is scheduled to commence



his/her regular tour of duty within four (4) hours of the commencement of his/her afternoon court appearance, he/she shall receive time and one half (1 1/2) for all hours of attendance until his/her scheduled time for commencement of his/her regular tour of duty if the case has not been completed.

**7:06** When it is anticipated that a police member is required to attend court for a period of one (1) or more weeks in duration, the Chief of Police, may at his/her discretion, revert that police member to an eight (8) hour shift, with Saturday and Sunday as days off. The hours of work, in this instance, shall be deemed to be 0900 hours to 1700 hours. If the police member is unable or not permitted to return home for his/her days off, he/she shall receive four (4) hours banked time for each day off interfered with.

**7:07** When a police member is required to return to duty for any day or part thereof or for Court during his/her vacation, he/she shall be entitled to two (2) days pay at his/her regular daily rate of pay for each such day or part thereof worked, or time off in lieu.

**7:08** When one (1) week of Vacation is taken, the days off prior to and days off following the leave days will be deemed to be Vacation when a court appearance or a call back to duty is required by the police member.

**7:09** Any police member, not at his/her permanent residence, outside the boundary of Barrie while on vacation, and required to attend court, shall receive a travel allowance at the current City of Barrie mileage rate, return trip, from the area in which he/she is vacationing to the City of Barrie, plus, supported by receipts, per diem meal costs in accordance with the City of Barrie rates.

**7:10** All witness fees paid to police members shall be turned over to the Board by the police member through the Chief of Police. Any reimbursement to which the officer is entitled shall be reported by the Officer concerned to the Chief of Police.

**7:11** All overtime credits shall be recorded by the Board and shall be tallied on the last day of each and every month of each calendar year and shall be paid to the police member no later than the second regular pay day following the day on which the tally is made.

**7:12** Any police member may elect to receive all or any part of his/her accumulated credits as time off in lieu of cash payment, and shall make his/her request in writing, on or before the last day of each month, to the Chief of Police or his/her designate and subject to manpower requirements of the Service, such request shall be granted.

**7:13** Accumulated credits shall not exceed forty-eight (48) hours at the conclusion of each calendar month unless otherwise agreed to by the Chief of Police.

**7:14** Overtime credits are granted to the police member and are not transferable to

another member.

**7:15** Upon resignation or retirement from the Service, a police member shall receive full cash payment for accumulated outstanding credits owing to him/her at the time of his/her separation. In the case of the police member's death, his/her estate shall forthwith receive full cash payment for the total value of the then outstanding credits.

**7:16** For each twenty-four (24) hour period or less that a police member is required to standby such police member shall be entitled to one hundred dollars (\$100.00), unless such police member is called in within four (4) hours of having been required to stand by.

**7:17** Where a police member on pension is required to attend court resulting from his/her duties while employed as a police officer for the Service, he/she shall be paid by the Board at an hourly rate, subject to a four (4) hour minimum, equal to the straight time current salary of the rank/classification the police member retired at. In this section a retired police member shall be deemed to be a police officer who has retired on an unreduced pension.

**7:18** Where a police member is scheduled to attend court on a scheduled day off and is cancelled for his/her appearance within twenty four (24) hours of the scheduled start time of the court appearance, the member shall receive a minimum pay of four (4) hours pay at one and a half (1 ½) times his or her hourly rate.

## **ARTICLE 8 - OUT OF TOWN ASSIGNMENTS**

**8:01** When a police member is required to carry out an assignment outside the City of Barrie he/she shall be paid:

- (a) in accordance with the provisions of this Agreement for the time he/she is actually performing the duties of such assignments;
- (b) at his/her regular rate of pay for the travelling time, to and from the place of the assignment;
- (c) actual reasonable costs for accommodations, supported by receipts, and
- (d) per diem meal costs in accordance with City of Barrie rates and Service policy. Rates will be posted annually. In special cases a police member may apply for an advance of meal expenses to his/her divisional Inspector. Such an advance must be reconciled and supported by receipts upon completion of the assignment.

**8:03** Accommodations shall, where possible, be provided on a one member per

room basis.

**8:04** The mode of travel shall be determined by the Chief of Police or his/her representative, but a police member shall not use his/her own vehicle. It is agreed that such mode of travel shall not include inter-city bus.

**8:05** When the mode of travel is by motor vehicle:

(a) the travel time allowed shall be one hour for each 80 kilometres travelled calculated to the nearest 1/2 hour plus a lunch and rest period allowance at the rate of one hour for every 400 kilometres travelled. The kilometres shall be determined in accordance with the current Official Road Map for the Province of Ontario.

(b) the maximum daily distance a police member may be required to travel shall be 800 kilometres.

#### **ARTICLE 9 - JOB POSTINGS AND PROMOTIONS**

**9:01** Where a vacancy occurs or a new position above the rank of First Class Constable is created and such appointment may provide promotion for any police member, notice shall be posted at appropriate locations, including all bulletin boards where possible for a minimum of fourteen (14) calendar days and a copy of the notice shall set out a job description of the position, qualifications required, the wage rate, and date of posting.

**9:02** All vacancies, including promotions and new positions, shall be filled on the basis of ability and efficiency, provided where these factors are relatively equal as between two (2) or more candidates; seniority will be the determining factor.

#### **ARTICLE 10 - PLAINCLOTHES DUTY**

**10:01** A police member who is required to perform his/her duties in Plainclothes shall be allowed to purchase clothing in the amount of \$1300.00 per year and a prorated part of that sum for any period of time of less than one (1) year during which he/she performs such duties provided that he/she shall be allowed a minimum clothing purchase of \$300.00 per year in any event. Any such purchase shall be approved by the Chief of Police. Reimbursement for purchases shall be made upon submission of approved original receipts and, except for final payments, submissions shall not be less than \$300.00. Receipts must be submitted no later than December 31<sup>st</sup> of the current year.

**10:02** No police member shall be required to repay any portion of the clothing allowance specified in Section 10:01 for any period of absence due to injury or illness or if the police member spends six (6) months or more in a calendar year assigned to

plainclothes duties.

## **ARTICLE 11 - PAID DUTY & VOLUNTARY SERVICE SUPPLEMENT**

- 11:01** (a) Paid Duty is duty performed by a police member apart from his/her regular duty, at the request of and paid for by individuals, corporations, or other organizations, and sanctioned by the Chief or his/her designate.
- (b) Paid Duty shall be voluntary and shall be distributed among those police members and willing to undertake such duties as fairly and equitable as possible. Paid Duty may only be performed by police members who have completed their basic training and are, or can be, assigned to work alone.
- (c) The rate to be paid for Paid Duty will be:
- (i) one and one half (1 1/2) times the hourly rate of a First Class Constable, with a minimum of three (3) hours pay, or
  - (ii) In the event that a supervisor is required for supervision, he/she will be paid at a rate of one and one half (1 1/2) times his/her hourly rate, with a minimum of three (3) hours pay.

**11:02** A member while on paid leave who requests or volunteers to perform his or her duties to supplement the service shall be paid one and one half (1 1/2) times their hourly rate of pay for all hours of attendance, with a minimum of three (3) hours pay. The provisions of this article are in no way intended to erode the overtime provisions contained in Article 7.

## **ARTICLE 12 - CLOTHING AND EQUIPMENT**

**12:01** Adequate clothing and equipment shall be issued to every uniformed police member of the Service if required by wear and tear or damage at the discretion of the Chief of Police.

**12:02** If a police member's watch or other personal property other than clothing are lost or damaged while in the performance of his/her duties, due to no fault of his/her own, the cost of repair or replacement will be borne by the Board up to a maximum of two hundred and fifty dollars (\$250.00) per incident. If a police member's glasses are lost or damaged while in the performance of his/her duties, due to no fault of his/her own, the cost of repair or replacement will be borne by the Board up to a maximum of five hundred dollars (\$500.00) per incident

**12:03** (a) Every police member shall be entitled to have forty (40) uniforms dry

cleaned per calendar year at the expense of the Board and at such time as may be warranted by extraordinary wear and tear occasioned in the line of duty. The Board shall also pay for the cleaning of sweaters, raincoats and reefer coats twice each calendar year. All cleaning shall be done by a cleaner designated by the Board.

(b) For the purposes of clause 12:03(a) one (1) uniform consists of:

- (i) one (1) pair of pants and two (2) shirts; or,
- (ii) two (2) pairs of pants; or,
- (iii) four (4) shirts; or,
- (iv) one (1) pair of pants and one (1) tunic; or
- (v) one (1) two-piece suit.

### **ARTICLE 13 - ESCORTS**

**13:01** Whenever a prisoner escort travels outside the City limits the escort shall be comprised of at least:

- (a) two (2) fully trained and armed police officers, or
- (b) one (1) fully trained and armed police officer and one (1) fully trained special constable, or
- (c) two fully trained special constables.

### **ARTICLE 14 - COURSES, CONFERENCES, SEMINARS, ETC**

#### **14:01** RECRUIT COURSES AT THE ONTARIO POLICE COLLEGE

Each police member will receive a weekly allowance of forty dollars (\$40.00) with no receipts required, and a maximum of seventy-five dollars (\$75.00) for miscellaneous items. Expenses for miscellaneous items must be legitimate and receipts provided to the Chief of Police.

#### **14:02** OTHER COURSES AT THE ONTARIO POLICE COLLEGE

A maximum of seventy-five dollars (\$75.00) per police member shall be paid for miscellaneous items while attending such courses. Expenses must be legitimate and receipts provided to the Chief of Police. The mode of transportation shall be determined by the Chief of Police. Police members required to drive their own car shall receive a travel allowance of 510 km per week in accordance with the current City of Barrie rates.

14:03

OTHER COURSES, CONFERENCES, SEMINARS, ETC

- (a) For other courses, conferences, seminars, etc. at locations other than the OPC the mode of transportation shall be determined by the Chief of Police. Police members required to drive their own car shall receive a travel allowance as determined by the Chief of Police in accordance with the current City of Barrie rates.
- (b) Police members shall receive:
  - (i) approved actual reasonable costs for accommodations, supported by receipts, and
  - (ii) per diem meal costs in accordance with City of Barrie rates and Service policy, unless such costs are included as part of the course fee. In special cases a police member may apply for an advance of meal expenses to his/her divisional Inspector. Such an advance must be reconciled and supported by receipts upon completion of the course.
- (c) Accommodations shall, where possible, be provided on a one member per room basis.

14:04

TRAVEL TIME WHILE FOR COURSES

- (a) Police members, other than recruits, required to travel to overnight course locations during their time off shall be granted travel time for the trip to the course at straight time rates. For courses at the OPC travel time allotment shall be 3 hours. Travel time for courses at locations other than OPC shall be determined by the Chief of Police.
- (b) Police members, other than recruits, required to travel daily to course locations shall be granted travel time to and from the course at straight time rates. Travel time shall be determined by the Chief of Police.
- (c) When the mode of travel is by motor vehicle:
  - (i) the travel time allowed shall be one hour for each 80 kilometres travelled calculated to the nearest 1/2 hour plus a lunch and rest period allowance at the rate of one hour for every 400 kilometres travelled. The kilometres shall be determined in accordance with the current Official Road Map for the Province of Ontario.
  - (ii) the maximum daily distance a police member may be required to travel shall be 800 kilometres.

**14:05**      OVERTIME WHILE ON COURSES  
Overtime is not paid for police members attending courses.

**ARTICLE 15 - LEGAL FEES AND COSTS**

**15:01**      Subject to the following clauses, the Board shall pay legal costs that any police member of the Association, and any retired police member may incur in defending him/herself against civil or criminal action arising out of the performance of the duties of a police officer, This shall include legal costs incurred as a result of a Coroner's Inquest; a Board of Inquiry under Part V of the Police Services Act; any investigation or inquiry under Part II of the Police Services Act; an investigation under Part V of the Police Services Act and any other legal tribunal.

**15:02**      The entirety of Clauses 15:01, 15:03, and 15:05 are subject to:

(a)      Legal indemnification will be made on the basis of all legal costs incurred. The Board's financial liability under this clause shall not exceed two (2) times the current Ontario legal aid rate plus disbursements.

(b)      The legal costs incurred are:

(i)      in the defense of a civil action, if the police member is not found to be liable;

(ii)      in the defense of a criminal prosecution, if the police member is found not guilty;

(iii)      in respect of any proceeding in which the police member's manner of execution of the duties was an issue, if the police member is found to have acted in good faith.

**15:03**      (a)      Where an investigation is commenced under Part V of the Police Services Act, the Board shall indemnify immediate and urgent legal counsel during the investigative period to a police member subject to enquiry and witness officers. Neither the Board nor the Chief shall provide legal counsel after the completion of the investigation or the laying of information(s) as Clause 15:02 is intended to govern such matters. Counsel retained under this clause will be compensated at a maximum of two (2) times the current Ontario legal aid rate plus disbursements.

(b)      The Board and Chief agree to permit an Association representative of the police member's choice to immediately speak with the police member(s)

under investigation, at the time of the incident.

**15:04** A police 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) a discipline charge under the Police Services Act and regulations except for the provisions of clause 15:01.

**15:05** Where a police member is a defendant in a civil action for damages because of acts done in the course of his/her employment or duties as a police officer, a police member shall be indemnified by the Board for the legal costs as defined in clause 15:02 (a) and (b) incurred in the defence of such an action in the following circumstances only:

(a) where the Board is not joined in the action as a party pursuant to Section 50(1) of the Police Services Act, and the Board does not defend the action on behalf of itself and of the police member as joint tortfeasors at the Board's sole expense;

(b) where the Board is joined as a party or elects to defend the action but the solicitor is retained on behalf of the Board and the police member is of the view that it would be improper for the solicitor to act for both the Board and the police member in that action.

## **ARTICLE 16 - ASSOCIATION MEETINGS, CONVENTIONS AND NOTICES**

**16:01** Three (3) members, duly elected or otherwise authorized by the Association for the purpose shall, with a minimum of 14 days notice, be granted leave of absence with pay to attend each Quarterly Executive Meetings, Education Workshops, Annual Convention of the Police Association of Ontario, Canadian Police Association events, arbitrations and conciliation hearing and/or Police Act Hearings. Such leave granted shall not exceed a total of five hundred (500) hours per annum, and will be the total amount of leave granted the entire executive. The police and civilian police members of the executive will share this bank of hours.

**16:02** The Association shall have the right to post notices in buildings occupied by the Service in locations satisfactory to the Chief of Police.

## **ARTICLE 17 - VACATIONS**

**17:01(a)** Every police member shall be entitled to a vacation with pay between January 1st and December 31st of each year, as set forth in Appendix "B" annexed hereto and forming part of this Agreement.



**17:01(b)** Length of service for the purposes of vacation entitlement only shall also include full-time past service as a peace officer in Canada.

**17:02** Vacation shall be taken by police members in each rank within a work unit in order of seniority with the Service.

**17:03** With respect to work units containing both Staff Sergeants and Sergeants, the highest ranking supervisor within a working unit shall draw vacation by rank, being restricted on their first vacation draw to four (4) blocks of leave. The next ranking supervisor(s) shall be restricted on their first vacation draw to two (2) blocks. At the conclusion of the first draw, the highest ranking supervisor will draw the remainder of their vacation followed by the next ranking supervisor(s) drawing the remainder of their vacation.

**17:04** With respect to work units containing Staff Sergeants or Sergeants (but not both), vacation shall be drawn in order of seniority, being restricted on the first vacation draw to four (4) blocks of leave. At the conclusion of the first draw, the most senior Constable shall commence their first vacation draw being restricted to two (2) blocks of leave. At the conclusion of the first draw, the Staff Sergeants or Sergeants will draw the remainder of their vacation within their rank in order of seniority followed by Constables in order of seniority.

**17:05** With respect to work units containing Constables, vacation shall be drawn by seniority, being restricted on the first vacation draw to two (2) blocks of leave. At the conclusion of the first draw, the most senior Constable will draw the remainder of their vacation followed by the next Constable(s) drawing the remainder of their vacation in order of seniority.

**17:06** A police member who is hospitalized or unable to report to duty as a result of illness or injury, at the time of commencement of his/her scheduled vacation, shall have his/her vacation re-scheduled to dates which, if possible, shall also be satisfactory to the police member or alternatively he/she shall be entitled to carry his/her vacation entitlement over to the following year. The officer will be required to furnish proof, including a medical certificate if requested by the Chief of Police, that he/she is unfit for duty at the time his/her vacation or leave is scheduled to commence. An officer intending to invoke this section will so advise the Chief of Police at the earliest possible date after he/she becomes aware of his/her disability.

A minor and temporary illness or accident which is unlikely to extend more than two (2) days into the period of vacation or leave will not constitute a reason to invoke this section. If the police member has already commenced his/her scheduled vacation when the illness occurs this article does not apply.

**17:06 (a)** When, in any year, a police member, for any reason, leaves the Service prior to receiving his/her annual vacation in that year, he/she shall be given the proportionate amount of vacation earned for that year before his/her name is removed from the payroll or

before his/her resignation becomes effective, as the case may be.

(b) When a police member retires with at least twenty-five (25) years length of service he/she shall, regardless of the date of his/her retirement, be given his/her full annual vacation for the calendar year in which he/she retires.

**17:07** Police members going on LTD (Long Term Disability) after Sept. 28/04 shall not be entitled to vacation during their period of disability.

**17:08** Vacation credits are granted to the police member and are not transferable to another member.

**17:09** Members shall not take unpaid time off at any time, including when they have exhausted their vacation entitlement.

### **ARTICLE 18 - PAID HOLIDAYS**

**18:01** Every police member shall be entitled to eight (8) hours compensation for each of the following Paid Holidays in each calendar year of the term of this agreement:

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

**18:02** In the event the federal, provincial or municipal governments proclaim a day, other than a day listed above, as a paid holiday that day shall be included in the entitlement of paid holidays.

**18:03** Every police member required to work on a Paid Holiday shall be paid at the rate of one and one (1 1/2) half times his/her regular rate of pay and in addition he/she shall be granted lieu time as provided in Section 18:01.

**18:04** Accumulated time as indicated in Section 18:03 shall be given as time off duty and be accumulated and be given to each police member as vacation periods.

**18:05** Any remaining Paid Holidays shall be granted at a time mutually agreeable to the police member and the Chief of Police.

**18:06** Police members going on LTD (Long Term Disability) after Sept. 28/04 shall not be entitled to paid holidays during their period of disability.

**18:07** Paid holiday credits are granted to the police member and are not

transferable to another member.

**ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE**

**19:01** Pregnancy and parental leave will be granted in accordance with the Employment Standards Act and shall include adoption.

**19:02 (a)** Effective the date of the signing of this Agreement, and upon confirmation by the Employment Insurance Commission of the appropriateness of the Police Service's Supplemental Unemployment Benefit (SUB) plan, a police member on pregnancy and/or parental leave who has applied for and is in receipt of Employment Insurance (EI) benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit.

**(b)** That benefit will be equivalent to the difference between seventy-five percent (75%) of the police member's normal weekly earnings and the sum of the police member's weekly E.I. benefits or other earnings.

**(c)** Such payment shall commence following receipt by the Police Service of the police member's E.I. cheque stub as proof that the police member is in receipt of E.I. benefits. The member is required to provide proof that she or he is in receipt of Employment Insurance benefits every two weeks for the duration of their leave. Supplemental Employment Benefits are payable for the two-week E.I. waiting period and for an additional period as follows while the police member is in receipt of such benefits:

For pregnancy or parental leave commencing prior to January 1, 2016	A 30 week period consisting of 17 weeks pregnancy leave and 13 weeks parental leave
For pregnancy or parental leave commencing on or after January 1, 2016	A 36 week period consisting of 17 weeks pregnancy leave and 19 weeks parental leave
For pregnancy or parental leave commencing on or after January 1, 2017	A 40 week period consisting of 17 weeks pregnancy leave and 23 weeks parental leave
For pregnancy or parental leave commencing on or after January 1, 2018	A 44 week period consisting of 17 weeks pregnancy leave and 27 weeks parental leave

**(d)** The police member has no vested right to this benefit except as provided herein.

(e) This plan shall be financed by the Board's general operating fund.

(f) S.U.B. payments shall be specifically identified, as such, on payroll records.

(g) The Board shall inform the Human Resources Development Canada in writing of any change to the Plan within thirty (30) days of the effective date of the change.

(h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this plan.

**19:03** (a) The Board agrees to continue to provide the police member, during the period of pregnancy and parental leave, with the benefits specified in the Employment Standards Act.

(b) While a police member is on pregnancy or parental leave, the Board will continue to pay the premiums for the benefit plans as specified in Article 24 – Health and Welfare, and will continue making contributions to the O.M.E.R.S. contributions to the plan set out in Article 25 provided the police member continues to make the police member contributions to the plan.

## **ARTICLE 20 - FAMILY LEAVE/BEREAVEMENT LEAVE**

**20:01** A police member shall be allowed seven (7) consecutive calendar days off without loss of pay upon the notification of the death of a relative defined as spouse, common law spouse, parent, child, brother, sister, or grandchild, and five (5) consecutive calendar days off for a relative defined as grandparent, parent-in-law, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a person standing in Loco Parentis.

**20:02** The Chief of Police at his or her discretion may extend the time provided in Article 20.01.

**20:03** When a death occurs as prescribed in Article 20.01 and the police member is on annual leave, statutory leave, banked time, booked time off through overtime or lunch book credits, the member shall have the time they would normally have been scheduled for regular duty during the bereavement period returned to their respective time banks and be booked off on bereavement/compassionate leave. If a death occurs while the member is on leave, the Service will be notified as soon as practicable.

**20:04** In the event that interment is delayed, a police member may make application for approval of one (1) additional day of paid leave to allow for the members

attendance at the ceremony provided it occurs within 9 months of the initial bereavement/compassionate leave. Such a request will be approved by the Chief of Police or their designate, and approval will not be unreasonably withheld. The Service will be notified as soon as practicable of the intention to request this leave of absence.

**20:05** A police member may also receive a one (1) day leave of absence without pay to attend the funeral of a person not defined in Article 20:01 upon application in writing, and subject to the discretion of the Chief of Police.

**20:06** A police member may, at the discretion of the Chief of Police, take a leave of absence not to exceed seven (7) days on any one occasion due to illness of the police member's family, provided, however, that where practical and within twenty-four (24) hours, application for such leave has first been made and permission received from the Chief of Police. Any such leave taken is to be charged against the police member's sick leave credits, bank time credits, or overtime credits, at the police member's discretion.

**20:07** Special leave of absence on one (1) day shall be granted without loss of pay, once only, to every police member for the purpose of getting married and such leave is to be taken on the day of the police member's marriage. Such police member is entitled to this leave if he/she is scheduled to be on duty on his/her wedding day.

## **ARTICLE 21 - SICK LEAVE**

### **21:01 (a) Sick Leave Credits**

A police member who is absent due to sickness or injury shall be entitled to sixty (60) hours sick leave per calendar year at full pay. A police member who does not use the full sixty (60) hours sick leave in a calendar year shall be entitled to bank those credits remaining unused into a sick leave credit bank.

#### **Effective January 1, 2013 for members hired on or after that date:**

A police member who is absent due to sickness or injury shall be entitled to sixty (60) hours sick leave per calendar year at full pay. A member who does not use the full sixty (60) hours sick leave in a calendar year shall be entitled to bank those credits remaining unused for the purpose of covering sick days, and topping up under Article 21.03. These credits have no other cash value whatsoever.

### **(b) Short Term Disability**

**(i)** A police member who is continuously absent due to sickness or injury more than forty-eight work-hours or on admission to hospital is entitled to eight hundred and ninety six (896) working hours at seventy-five percent (75%) of the police member's current salary. The seventy-five percent (75%) short-term disability protection shall be available on the fourth day of any

continuous absence due to sickness or injury, but shall be available from the first day of a police member being admitted to hospital.

(ii) In every casewhere short-term disability (STD) is invoked, the police member will provide a medical note which covers the period of absence in order to receive STD benefits. Medical notes must be acceptable to the employer and state the following:

- 1) That the employee was seen during the period of absence;
- 2) That the employee was unfit for work due to medical reasons;
- 3) An anticipated return to work date or next assessment date to assist in facilitating return to work.

(iii) Short-term disability claims commencing on or after January 1, 2016 that extend beyond 14 calendar days of continuous absence are subject to third party professional claims management by a carrier chosen by the Board in order to determine preliminary and continued eligibility for STD benefits. Should a claim be denied, the Board will cover the cost of a first appeal. Grievance rights are maintained under the collective agreement for STD (but not LTD) claims once both avenues of appeal are exhausted.

**(c) Long Term Disability**

The Board agrees to pay one hundred percent (100%) of the premiums required to provide a sick leave plan subject to the following conditions:

Where a police member is continuously absent due to sickness or injury more than eight hundred and ninety six (896) working hours and is approved for long term disability protection, the plan will provide seventy percent (70%) of the police member's salary and shall include any benefit paid under the Canada Pension Plan and OMERS pension disability provisions. Where the long term disability protection extends into a consecutive calendar year, the police member shall continue said benefit until returning to duty. The plan shall provide for annual indexing of benefits to a maximum of 3% per year as determined and administered by the benefit provider.

**21:02** Each event of illness or disability shall be considered separately when applying Article 21:01.

**21:03** A police member may utilize accumulated sick leave credits to provide one hundred percent (100%) of salary during the course of being placed on short term or long term disability protection or during a period of modified work accommodation. His/her entitlement to such time off or sick leave credits will be reduced accordingly. In the event a police member exhausts their accumulated sick leave credits the police member may utilize any of their accumulated vacation, paid holiday, court time, overtime, or bank time

credits.

**21:04** Every police member who is unable to report for duty by reason of illness or injury shall cause the station office to be so notified as soon as possible and in any case before the commencement of his/her shift.

**21:05** (a) All sick leave entitlement shall be calculated in all cases from the first day of employment of such police member.

(b) A new police member shall not be granted sick leave until the completion of three months. Upon successful completion of such period, the police member shall receive sick time calculated in accordance with 21:01(a) or from the first day of employment.

**21:06** During a period of approved sickness and/or approved disability, the Board shall continue to pay all benefits including OMERS, CPP, Dental, Drugs, Major Medical Insurance, etc. Such benefits will continue to be paid by the Board until such time as suitable employment is secured elsewhere.

**21:07** No one while on approved sickness or approved long term disability benefits will be terminated from employment.

**21:08** The Board may cease to continue seniority after a police member has been off work on long term disability for a period in excess of two (2) years. In the event such option is exercised, the police member would still receive full payments of benefits but would no longer accumulate seniority with the exception of pension credits for years of service.

**21:09** A police member who is sick beyond forty-eight (48) hours in one occurrence will be deemed to be working a forty (40) hour week, Monday to Friday with Saturday and Sunday as days off each week, until his/her return to duty.

**21:10** A police member upon his/her return to full duty for two (2) consecutive weeks, after being on long term disability, will be deemed to have returned to duty and will be entitled to those same provisions as indicated in Section 21:01.

**21:11** Such plan may contain a two (2) year same-occupation clause.

**21:12** (a) A police member who:  
i) retires from the Service to an OMERS pension, and  
ii) is not dismissed from the Service, and  
iii) has a minimum of three hundred (300) hours accumulated sick leave bank,  
shall be entitled to receive a payment which equals one hundred percent (100%) of his/her accumulated sick leave credits referred to in Article 21:01.

(b) The payment referred to in clause (a) shall be calculated using the police member's regular hourly rate of pay in effect on the effective date of his/her retirement to an OMERS pension. The amount of payment which a police member may receive shall never exceed one thousand two hundred fifty (1250) hours.

**21:13** Police members going on LTD (Long Term Disability) shall not be entitled to sick leave credits under Section 21:01(a) during their period of disability.

**21:14** Police members in receipt of Long Term Disability benefits shall retire no later than their normal retirement age as specified by their OMERS plan.

**21:15** The Board's obligation is to pay the premiums for the Long Term disability plan and denial of approval for LTD shall not be subject of a grievance.

**21:16** Sick leave credits are granted to the police member and are not transferable to another member, except, in special cases where the Chief may authorize a bank to be established through police members volunteering to transfer a set amount of credits for a specific purpose.

**21:17** Effective January 1, 2016, each police member will be credited 8 hours paid time off every 6 months calculated from January 1 – June 30 and July 1 – December 31 of each year provided the member has not utilized any sick leave credits defined in Article 21:01(a).

## **ARTICLE 22 - EDUCATION LEAVE**

**22:01** Leave of absence, without pay, without fringe benefits, and without loss of the seniority the police member held at the commencement of the leave may be provided to a police member for the purpose of obtaining a university or equivalent degree in the following circumstances:

- (a) that the police member has been a police member of the Service for at least two (2) years;
- (b) that the degree would in the opinion of the Board be of value to the police member's future police work;
- (c) that the police member has obtained one or more credits for the degree during his/her off duty hours;
- (d) that the police member enters into an agreement with the Board that after the completion of his/her leave he/she will remain with the Service for twice the period of his/her leave;
- (e) that such leave to obtain any one degree may only



be granted once during police member's career, and only one police member may be absent at one time.

### **ARTICLE 23 - WORKERS' COMPENSATION**

**23:01** Any police member who is off duty as a result of compensable injury or illness received or contracted during the performance of duty for which he/she is receiving WSIB benefits shall receive net pay during the absence from duty. During the period the employee is receiving compensation payments, the payments from the WSIB, will be assigned to the Police Services Board. The Chief of Police would have authority to return a police member to eight (8) hour scheduling after forty (40) hours off on Workers' Compensation and there shall be no additional accumulation of banked time hours until the police member returns to duty.

### **ARTICLE 24 - HEALTH AND WELFARE**

**24:01** The Board agrees to enroll each police member upon employment and pay one hundred percent (100%) of the premiums of a plan to cover the following:

- (a) Term Life Insurance in an amount of two (2) times salary to the nearest thousand (\$1000) over salary.
- (b) Accidental Death and dismemberment in the amount of one times salary to nearest thousand (\$1000) over Salary.

**24:02** The Board agrees to enroll each police member upon employment and pay one hundred percent (100%) of the premiums of a Major Medical Plan to cover semi-private hospital care, drugs, nursing care, according to the plan in effect with no deductibles. Members shall be issued a drug benefit card by the Insurer. There shall be mandatory substitution of generic drugs instead of name brand drugs unless the member's physician expressly directs otherwise. The member shall pay 50% of the dispensing fee for any drug prescriptions.

**24:03** The Board agrees to enroll each police member upon employment in a dental plan, and to pay one hundred percent (100%) of premium charges for the plan with no deductibles. Such plan shall pay current O.D.A. rates for all covered charges. Such plan will provide orthodontic care which will cover eighty percent (80%) of expenses to a lifetime maximum of five thousand dollars (\$5,000.00). Said orthodontic care coverage shall be available once for each dependant child.

**24:04** The Board agrees to arrange for the necessary pay deductions but without Board participation, for a group Life Insurance Plan for the Association police members and the remission of such pay deductions.

**24:05** The Board agrees to enroll each police member and to pay one hundred percent (100%) of the premiums for a Vision Care Plan that is equal to or better than the plan carried by the City of Barrie. Such plan shall provide coverage for the purchase of corrective lenses or contact lenses to a maximum as follows:

January 1, 2015 – December 31, 2016	\$500.00 every two years
January 1, 2017 – December 31, 2017	\$550.00 every two years
January 1, 2018	\$600.00 every two years

**24:06** The Board agrees to insure each police member for two hundred thousand dollars (\$200,000.00) for occupational loss of life.

**24:07** The Board shall not reveal any health information concerning a present or former police member to a third party, unless otherwise required by law, without the consent of the police member.

**24:08** The coverage in Articles 24:02, 24:03 and 24:05 shall apply to retired police members and one hundred percent (100%) of the premium will be paid by the Board. The coverage that the police member shall be entitled to, will be the coverage that he/she had at the time of his/her retirement.

This coverage will only pertain to those police members who have retired on an unreduced pension and such coverage shall be terminated at the age of seventy-five (75) years. Such coverage shall extend to the spouse of the police member until the spouse reaches seventy-five (75) years of age.

**24:09** The Board agrees that the plan shall be at minimum the current coverage and to give ninety (90) days notice to the Barrie Police Association Executive when they become aware of changes to medical benefits or a change in carrier of the plan.

**24:10** If an active member dies while in the Board's employ, the member's spouse or dependent children shall be entitled to the benefit coverage listed in Articles 24.02, 24.03 and 24.05 for a period of twenty-four months following the death of the member or until the surviving spouse re-marries, whichever occurs first. "Spouse" shall be as defined in section 1 of the Family Law Act of Ontario. The member's estate shall be paid any earned but unpaid salary, any earned vacation which has not been taken, any accrued paid time off in the member's lieu bank which the member had not taken off or for any members employed prior to January 1, 2013, any sick bank credits in excess of 300 hours but less than 1,250 hours.

## **ARTICLE 25 - PENSIONS**

**25:01** The pension plan will be the OMERS basic plan to provide for retirement within ten (10) years before normal retirement date if the police member has completed thirty (30) years of service with the employer.

(a) Basic Plan - Fifty percent (50%) of the cost to be paid by the Board and fifty percent (50%) to be paid by the Association police members.

**25:02** Should a police member die as a direct result of carrying out his/her duties, and for which WSIB survivor benefits are awarded, the Board shall award pecuniary aid to the police member's spouse or dependant children in an amount which will make up the difference between payments being made by the Workplace Safety and Insurance Bureau, The Canada Pension Plan and the Ontario Municipal Employees Retirement System Pension Plan to the spouse or dependant child on behalf of themselves and children and the regular salary being paid to the police member at the date of their death. The Board agrees that the award shall be adjusted, as required, to reflect the salary rate that would have been paid to the police member had they remained a police member of the Service at the rank or constable classification held on the date of their death. The Board agrees that such an award will continue until:

- a) the spouse remarries; or
- b) the spouse enters common law relationship, as defined in the Family Law Reform Act or the Family Act; or
- c) to age 65 or the death of the spouse, whichever comes first.

**25:03** (a) Spouse to include a man or a woman who are married to each other or a common-law spouse as defined in the Family Law Reform Act or Family Act.

(b) Benefit continuation as referred to in this provision shall mean drug, dental, vision care and extended health care coverage until the deceased police member's normal retirement age or until a, b, or c of article 25.02 applies.

(c) Dependent child shall be defined as a police member's child who is:

- (i) unmarried and under 18 years of age;
- (ii) unmarried and over 18 years of age but less than 25 years of age if continuing their education;
- (iii) person over 18 years of age who by reason of mental or physical disability is unable to earn a living; and
- (iv) including any child who the police member stood in loco parentis at the time of death

## **ARTICLE 26 - LOCKERS AND PERSONNEL FILE**

**26:01** The Chief or his/her designate may inspect a police member's locker if the police member is present or a member of the Association executive is present.

**26:02** Every police member shall be entitled to review his/her personnel file prior to being counseled and on special request subject to the availability of Human Resources personnel.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

**27:01** When a police member of the Association has any grievance or complaint he/she shall forthwith convey to his/her immediate supervisor (verbally) all relative facts relating to the grievance or complaint. The police member and the supervisor shall make every effort to resolve this issue at this preliminary stage.

**27:02** If the police member and the supervisor fail to resolve the complaint or grievance within forty-eight (48) hours of the complaint or grievance being made or if the supervisor fails to acknowledge or discuss the issue, the police member aggrieved may invoke the following procedure. A complaint or grievance shall not be subject to review under the following steps unless it has first been brought to the attention of the grievor's supervisor in Subsection 27:01

**27:03** The grievor shall reduce his/her grievance to writing and present same to the Chief of Police or his/her designate for consideration.

**27:04** The Chief of Police shall inquire into the grievance and within ten (10) calendar days deliver his/her decision with respect to the complaint or grievance to the grievor.

**27:05** The grievor, if dissatisfied with the ruling of the Chief of Police, shall forward the complaint or grievance to the Board within thirty (30) calendar days of receipt of the Chief's decision.

**27:06** The Board shall, within thirty (30) calendar days of receipt of the grievance, meet with the grievor and inquire into the grievance and render a decision in connection with same within thirty (30) calendar days of such meeting. The grievor may when meeting with the Board have with him/her a representative of the Association and/or the P.A.O. In the event that representatives from both Associations are present, only one will be permitted to be a spokesperson.

**27:07** The grievor shall, if dissatisfied with the decision of the Board, forward the grievance, within thirty (30) calendar days of receipt of written notice of such decision, to an

arbitrator for a final and binding decision. The arbitrator shall be appointed by the Solicitor General unless otherwise agreed to by the parties and shall, in accordance with the Police Services Act, act as an arbitrator under the provisions of the said Act. At the time of forwarding the grievance to an arbitrator, the grievor shall provide written notification of same to the Board.

**27:08** The time limits specified in this procedure may be extended with the consent of the parties at any stage in the proceedings.

## **ARTICLE 28 –POLICE MEMBER EXPERIENCE PAY**

**28:01** The police member experience pay applies to all ranks of first class constable and above. Experience pay is pensionable and is in addition to the basic wage for each rank. It counts in the calculation of overtime, court-time, and vacation pay, and sick payouts. In the event of a discipline, elimination of experience pay is not automatic.

**28:02** A police member's experience pay shall be based on the police member's length of service except when a police member has a break or lapse in service of two (2) or more years. In such cases the police member's experience pay will be calculated using his/her re-entry date to policing after the lapse

**28:03** Police member experience pay shall be:

- (a) At 8 years service 3%
- (b) At 17 years 6%
- (c) At 23 years service and thereafter 9%

**28:04** It is the responsibility of the police member to provide written documentation from past employers which will confirm their length of service.

## **ARTICLE 29 - RECLASSIFICATION**

**29:01** The rank of Constable shall have the following graduations in descending seniority:

First Class Constable  
Second Class Constable  
Third Class Constable  
Fourth Class Constable

**29:02** (i) A Fourth Class Constable is eligible for reclassification as a Third Class Constable after serving one (1) year as a Fourth Class Constable with the Service.

(ii) A Third Class Constable is eligible for reclassification as a Second

Class Constable after serving one (1) year as a Third Class Constable with the Service.

(iii) A Second Class Constable is eligible for reclassification as a First Class Constable after serving one (1) year as a Second Class Constable with the Service.

**29:04** In the case of outstanding or meritorious service, any of the one-year periods mentioned in 29:02 (i), (ii), and (iii) may be abridged.

**29:05** In the case of any of the one-year periods mentioned in 29:02 (i), (ii), and (iii) reclassification will not be automatic, but will be based upon acceptable performance and merit, as determined by the Board upon the recommendation of the Chief of Police.

**29:06** If a police member is not reclassified when due, he/she shall have the right to request from the Chief of Police, a statement of the reasons why he/she has not been reclassified.

**29:07** On promotion to Sergeant or Staff Sergeant ranks, a police member will receive the pay of that rank, but will be on probation for a period of six (6) months at the end of which time, on the recommendation of the Chief of Police, he/she will either be confirmed in his/her rank, or revert to his/her previous rank.

**29:08** A police member must work a total of nine months active duty in each classification to be eligible for re-classification.

### **ARTICLE 30 - ACTING PAY**

**30:01** When a police member is acting in a greater rank/classification than one he/she now holds, for at least one (1) complete tour of duty, and is performing the duties of that greater rank, he/she shall automatically be paid at that greater rank's/classification's rate of pay for each such tour of duty.

### **ARTICLE 31 – SHIFT PREMIUM**

**31:01** Any police member working an eight (8) hour rotating shift or a permanent afternoon or night shift will receive an annual payment of four hundred (400) dollars paid on a bi-weekly basis.

**31:02** Any police member working a ten (10) hour rotating shift or a permanent afternoon or night shift will receive an annual payment of five hundred (500) dollars paid on a bi-weekly basis.

**31:03** Any police member working a twelve (12) hour rotating shift or a permanent afternoon or night shift will receive an annual payment of six hundred (600) dollars paid on a bi-weekly basis.

**31:04** Any shift premium shall be adjusted accordingly in the event a police member transfers from one shift schedule to another.

**ARTICLE 32 – FIRST CLASS CONSTABLE SPECIALTY PAY**

**32:01** First Class constables assigned to the following functions for more than six (6) months will receive specialty pay at a rate of 106% of their first class pay rate during the time they are assigned to and actually performing the duties of the function:

- a) Criminal Investigations Division
- b) Identification Unit
- c) Training Unit
- d) Tactical Support Unit
- e) Canine Unit
- f) Bomb Disposal Unit, and
- g) Traffic Unit Level IV Reconstructionist

**32:02** First Class constables assigned to the field training of a probationary 4<sup>th</sup> class constable(s) will receive specialty pay at a rate of 106% of their first class pay rate during the time they are assigned to and actually performing the duties of the function.

**ARTICLE 33 – SUCCESSION PLANNING**

**33:01** When a police member provides in writing his/her intention to retire in advance of their retirement date, they shall be entitled to paid terminal leave as follows. The terminal leave cannot be cashed out as pay and the retirement notice is irrevocable.

Retirement occurring on or after January 1, 2017	17 week total notice period comprised of a 13 week work period and 4 weeks of paid terminal leave
Retirement occurring on or after January 1, 2018	26 week total notice period comprised of a 20 week work period and 6 weeks of paid terminal leave

**ARTICLE 34 - TERM OF AGREEMENT**

**34:01** This Agreement is effective on a go-forward basis from the 1<sup>st</sup> day of January 2015 and shall remain in effect until the 31st day of December 2018. It shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within the ninety (90) day period immediately prior to the anniversary date in

any year.

**34:02** All changes, deletions and additions to this Agreement that correspond to clauses in the Civilian Working Agreement will be implemented therein.

**34:03** Salary increases shall be effective in accordance with Appendix "A".

**34:04** If the Corporation of the City of Barrie offers discounts or other forms of reduced price to employees of the City of Barrie, the Board shall endeavour to secure from the City of Barrie the same reductions or discounts for members of the Barrie Police Service.

**34:05** Amendments from the previous agreement shall be affective from the date of ratification of this agreement. Ratification date November 11, 2015.

Dated at BARRIE, Ontario, this 26<sup>th</sup> day of NOVEMBER 2015.

  
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Barrie Police Services Board

  
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Barrie Police Association

  
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Barrie Police Services Board

  
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Barrie Police Association



**Appendix "A"**

Classification	Jan 1/15		July 1/15		Jan 1/16		July 1/16		Jan 1/17		July 1/17		Jan 1/18	
	2.00%		0.75%		1.50%		0.60%		1.50%		0.60%		2.00%	
	annual	hourly	annual	hourly	annual	hourly	annual	hourly	annual	hourly	annual	hourly	annual	hourly
S/Sgt - 23+ yrs	\$127,251	\$ 61.02	\$128,205	\$ 61.47	\$130,128	\$ 62.40	\$130,909	\$ 62.77	\$132,873	\$ 63.71	\$133,670	\$ 64.09	\$136,343	\$ 65.38
S/Sgt - 17-22 yrs	123,748	59.34	124,676	59.78	126,547	60.68	127,306	61.04	129,215	61.96	129,991	62.33	132,591	63.58
S/Sgt - 8-16yrs	120,246	57.66	121,148	58.09	122,965	58.96	123,703	59.31	125,558	60.20	126,312	60.57	128,838	61.78
S/Sgt base rate (126% PC1 in 2014)	116,744	55.98	117,619	56.40	119,384	57.24	120,100	57.59	121,801	58.45	122,633	58.80	125,085	59.98
Sgt - 23+ yrs	114,122	54.72	114,978	55.13	116,702	55.98	117,402	56.29	119,163	57.14	119,878	57.48	122,276	58.63
Sgt - 17-22 yrs	110,981	53.21	111,813	53.61	113,490	54.42	114,171	54.74	115,884	55.57	116,579	55.90	118,911	57.02
Sgt - 8-16 yrs	107,840	51.71	108,649	52.10	110,278	52.88	110,940	53.20	112,604	53.99	113,280	54.32	115,545	55.40
Sgt base rate (113% PC1 in 2014)	104,699	50.20	105,484	50.58	107,066	51.34	107,709	51.65	109,324	52.42	109,980	52.74	112,180	53.79
First Class Specialty Pay - 23+ yrs	107,053	51.33	107,856	51.72	109,474	52.49	110,131	52.81	111,783	53.60	112,453	53.92	114,702	55.00
First Class Specialty Pay - 17-22 yrs	104,107	49.92	104,888	50.29	106,461	51.05	107,100	51.35	108,706	52.12	109,359	52.44	111,546	53.49
First Class Specialty Pay - 8-16 yrs	101,161	48.51	101,919	48.87	103,448	49.60	104,069	49.90	105,630	50.65	106,264	50.95	108,389	51.97
First Class Specialty Pay - Base Rate	98,214	47.09	98,951	47.45	100,435	48.16	101,038	48.45	102,553	49.17	103,169	49.47	105,232	50.46
Constable Class 1 - 23+ yrs	100,993	48.43	101,750	48.79	103,276	49.52	103,896	49.82	105,454	50.57	106,087	50.87	108,209	51.89
Constable Class 1 - 17-22 yrs	98,213	47.09	98,950	47.45	100,434	48.16	101,036	48.45	102,552	49.17	103,167	49.47	105,231	50.46
Constable Class 1 - 8-16 yrs	95,433	45.76	96,149	46.10	97,591	46.80	98,177	47.08	99,650	47.78	100,247	48.07	102,252	49.03
Constable Class 1 - Base Rate	92,654	44.43	93,349	44.76	94,749	45.43	95,317	45.71	96,747	46.39	97,328	46.67	99,274	47.60
Constable Class 2	80,210	38.46	80,811	38.75	82,023	39.33	82,516	39.57	83,753	40.16	84,256	40.40	85,941	41.21
Constable Class 3	74,195	35.58	74,751	35.84	75,872	36.38	76,328	36.60	77,472	37.15	77,937	37.37	79,496	38.12
Constable Class 4	61,581	29.54	62,053	29.76	62,984	30.20	63,362	30.38	64,313	30.84	64,698	31.02	65,992	31.65

## APPENDIX "B"

### **Effective January 1, 2015:**

- (a) After one (1) year length of service each police member shall be entitled to one hundred and twenty (120) hours vacation with full pay.
- (b) After nine (9) years length of service each police member shall be entitled to one hundred and sixty (160) hours vacation with full pay.
- (c) After fifteen (15) years length of service each police member shall be entitled to two hundred (200) hours vacation with full pay.
- (d) After twenty (20) years length of service each police member shall be entitled to two hundred and forty (240) hours vacation with full pay.
- (e) After twenty-five (25) years length of service each police member shall be entitled to two hundred and sixty-four (264) hours vacation with full pay
- (f) After thirty (30) years length of service each police member shall be entitled to three hundred and four (304) hours vacation with full pay.

### **Effective January 1, 2016:**

- (a) After one (1) year length of service each police member shall be entitled to one hundred and twenty (120) hours vacation with full pay.
- (b) After nine (9) years length of service each police member shall be entitled to one hundred and sixty (160) hours vacation with full pay.
- (c) After fifteen (15) years length of service each police member shall be entitled to two hundred (200) hours vacation with full pay.
- (d) After twenty (20) years length of service each police member shall be entitled to two hundred and forty (240) hours vacation with full pay.
- (e) After twenty-five (25) years length of service each police member shall be entitled to two hundred and eighty (280) hours vacation with full pay
- (f) After thirty (30) years length of service each police member shall be entitled to three hundred and twenty (320) hours vacation with full pay.