

AGREEMENT

BETWEEN

THE DEEP RIVER POLICE SERVICES BOARD

AND

THE DEEP RIVER POLICE ASSOCIATION

FOR THE PERIOD

JANUARY 1ST, 2018 TO DECEMBER 31ST, 2020

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PREAMBLE

THIS AGREEMENT made on this 2nd day of October, 2018

BETWEEN

THE DEEP RIVER POLICE SERVICES BOARD
hereinafter called the "Board" of the first part,

AND

THE DEEP RIVER POLICE ASSOCIATION
hereinafter called the "Association" of the second part.

WHEREAS the Deep River Police Services Board and the Deep River Police Association have agreed to enter into a Collective Agreement, effective the 1st day of January 2018 to remain in force until and including the 31st day of December 2020, and from year to year thereafter as hereinafter provided.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises the Board and the Association hereby mutually covenant and agree as follows.

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Section 1 - Recognition & Scope

- 1.1 The Board recognizes the Association as the exclusive bargaining agent for all members of the service save and except the Chief and any Deputy Chief of Police.
- 1.2 The terms and conditions of this Agreement shall apply to all members of the Deep River Police Service save and except those covered by statute or as set forth in this Agreement.

Section 2 – Reservation of Board Rights

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

- 2.1 maintain order, discipline and efficiency;
- 2.2 hire, discharge, direct, classify, transfer, promote, and suspend or otherwise discipline any employee within the bargaining unit provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided for in the *Police Services Act*.

Section 3 – Definitions

In this Agreement the following definitions apply unless stated otherwise;

- 3.1 The term "Police Force", "Officers", or "Uniformed Members" shall be deemed not to include the Secretary, Casual Employees, and Special Constables.
- 3.2 The term "Member" or "Member of the Bargaining Unit" shall be deemed to include a civilian employee employed in the Secretary position, and Special Constables who work on a casual basis, although Special Constables and other Casual Employees shall not be covered by the terms of this Agreement, with the exception of his/her rate of pay in accordance with Section 10.1.2 and the payment of Association Dues in accordance with Section 10.5. Section 10.2 and Section 16.1 shall also apply to trained Special Constables.

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- 3.3 The term "Service" shall mean continuous service with the Deep River Police Service, and shall include additional police service that has been recognized in the Member's offer of employment.
- 3.4 Wherever applicable, the singular shall include the plural and the masculine gender shall include the feminine.
- 3.5 The term "Special Constable" shall be deemed to be a person appointed pursuant to the provisions of s. 53 of the *Police Services Act*.
- 3.6 The classification of Police Cadet is a recruiting and training level class used for candidates qualified to learn the duties of a Police Officer in the Deep River Police Service. Incumbents of this class undergo a formal, comprehensive recruit training program at the Ontario Police College. Cost of training will be at candidates' expense. Upon satisfactory completion of the training and graduation, the Police cadet will be sworn in as an Officer with full police authority. Failure to graduate within the prescribed training period will be cause for termination.
- 3.7 The term "Casual Employee" is a term used to describe a member of the Police Services who works less than twenty-four (24) hours per week on an occasional basis, or a member of the Police Services who works for a temporary full-time period of less than six (6) consecutive months, or a member of the Police Services who works for a temporary full-time period to replace a civilian member that is absent from work on maternity/parental leave. The provisions of the *Employment Standards Act of Ontario* shall apply to Casual Employees.
- 3.8 "Chief of Police" shall mean the Chief of Police appointed by the Board to manage and administer the operations of the Deep River Police Service.
- 3.9 The term "Board" or "Police Services Board" shall mean the Deep River Police Services Board.

Section 4 – Relationship

- 4.1 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or its representatives against any member of the Association because of their membership, and that membership in the Association by those eligible to participate will not be discouraged.
- 4.2 The Board agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by the Board or any of its representatives with respect to any employee because of their

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participation or non-participation in the Association.

- 4.3 The Association agrees that there will be no discrimination, intimidation, interference, restraint or coercion, practiced upon employees of the Board by any members or representatives of the Association.

4.4 Grievance and Complaints

Grievance:

It is the mutual desire of the parties hereto that grievances relative to this Agreement shall be resolved as quickly as possible. The grievance procedure shall be subject of the rights and procedure of statute and the parties hereto agree that when a difference arises between the parties hereto or those they represent, in connection with, or relative to, the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or any decision or award made subsequently thereto, the procedure outlined in Appendix "B" to this Agreement shall apply.

Complaints:

It is the mutual desire of the parties hereto that complaints regarding working conditions generally shall be resolved as quickly as possible. Such complaints shall be referred to the Chief of Police who shall investigate and respond to the Member within ten (10) days of receiving the complaint. Should the Member not be satisfied with the response he may request a further meeting with the Chief of Police to discuss the reasons for the complaint and a proposed resolution.

Section 5 – Scheduled Hours of Work

5.1 Uniformed Members – 4 – 10 Plan

- 5.1.1 The work week will consist of 40 hours per week, averaged over a six week period, subject to the following conditions;

Shift Schedule

1. 10:00 pm – 8:00 am
2. 8:00 am – 6:00 pm
3. 4:00 pm – 2:00 am

*Refer to Appendix "A" – copy of work Schedule

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5.1.2 Officers working week 6 will cover the week of Officer on course that the Chief of Police has directed the person to attend and the course has been approved by the Board in accordance with Board policy. Any extra shifts scheduled will be taken as banked time at 10 hours for each shift worked to be taken off as soon as possible after banking same.

Officer working week 6 will cover the week of the Officer on annual vacation.

Officer working week 6 will cover the week of the Officer that has booked off sick for a period of a week or more from duty by reason of illness or injury.

5.1.3 Officer on course that the Chief of Police has directed the person to attend and the course has been approved by the Board in accordance with Board policy which results in the Officer working more scheduled hours than they were originally scheduled to work on the departmental duty schedule, shall receive the additional hours on an hour for hour basis as banked time only.

5.1.4 Vacation shall be drawn while working weeks one, five or six.

5.1.5 A Uniformed Member shall not be required to be responsible for a shift until the person has completed the basic training course at the Ontario Police College.

5.2 Secretary

The working hours of the Secretary shall be 35 hours per week. Normally 8:30 a.m. – 4:30 p.m. Monday to Friday inclusive.

5.3 For as long as the scheduled hours of work of the Uniformed Members continues to be on the 4 – 10 plan, and where, in this Agreement any day or number of days is allowed by way of vacation, statutory holiday, holidays in lieu of work performed, sick leave, special leave, or other leave of absence, each such day shall nevertheless be deemed to be the equivalent of eight hours, and accumulated credits shall be similarly calculated.

Section 6 – Annual Vacation

6.1 Each Uniformed member of the Bargaining Unit shall be entitled to vacation with full pay on the following basis;

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Years of Service	Vacation Entitlement
1 Year	10 days (80 Hours)
2 Years to 7 Years	15 days (120 Hours)
8 Years to 9 Years	18 days (144 Hours)
10 years to 17 Years	20 days (160 Hours)
18 Years	25 days (200 Hours)
20 Years	26 days (208 Hours)
21 Years	27 days (216 Hours)
22 Years	28 days (224 Hours)
23 Years	29 days (232 Hours)
24 Years and above	30 days (240 Hours)

6.2 Each Civilian Member of the Bargaining Unit shall be entitled to vacation with pay on the following basis;

Years of Service	Vacation Entitlement
1 Year	10 days
2 Years to 7 Years	15 days
8 Years to 9 Years	18 days
10 years to 17 Years	20 days
18 Years	25 days
20 Years	26 days
21 Years	27 days
22 Years	28 days
23 Years	29 days
24 Years and above	30 days

*One day for the Secretary equals seven (7) hours. e.g. 10 days = 70 hours

6.3 It is understood and agreed that where the vacation entitlement of a member of the bargaining Unit increases in accordance with this Section, the increase shall be effective for the calendar year in which the completed service arises.

6.4 Payment for vacation shall be made at the rate current when the vacation is taken.

6.5 Notwithstanding these provisions, five (5) days (40 hours for Uniformed Members and 35 hours for Civilian Members), of vacation may be advanced against future credits, at the discretion of the Chief of Police, after the first six months of service,. This request must be in writing to the Chief of Police at least two (2) weeks in advance of the time off.

6.6 A Member may apply for Sick Leave under the Sick Leave provisions notwithstanding the fact that they are on vacation leave, provided a Doctor's

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Certificate is submitted. After the approval of Sick Leave, the Member will request a replacement of the vacation time missed due to illness. This leave will be classed as Sick Leave and deducted as such and Vacation Time will be reinstated.

- 6.7 All requests for vacation leave must be made in writing and approved by the Chief of Police. Once a block of vacation has been approved, it will not be altered except in the most unusual circumstances and if so, reasonable costs incurred will be reimbursed by the Board.
- 6.8 Effective January 1, 2019 and thereafter, any Member that leaves the Deep River Police Service for any reason, his annual vacation entitlement for that year shall be pro-rated on the basis of completed months of paid employment in the year. If the Member has taken more vacation than his pro-rated entitlement, he is required to reimburse the Police Services Board for any vacation taken that is over his entitlement. This shall not apply in the case of an unexpected death of the Member.
- 6.9 Effective January 1, 2019 and thereafter, except where legislated otherwise, vacation shall not accrue or be eligible for payment during unpaid leaves of absence including Workplace Safety & Insurance leaves, eligible leaves in accordance with the Employment Standards Act and after thirty (30) consecutive days leave due to illness.

Section 7 – Statutory Holidays

7.1 The following Statutory Holidays shall be recognized by the Board as one day (10 hours for Uniformed Members) except Christmas Eve and New Year's Eve which are ½ day (5 hours for Uniformed Members). Civilian Members shall be provided the day off with pay in accordance with the Employment Standards Act.

7.1.1	New Year's Day	Labour Day	Family Day
	Good Friday	Thanksgiving Day	
	Easter Monday	Christmas Eve (1/2 day)	
	Victoria Day	Christmas Day	
	Canada Day	Boxing Day	
	Civic Holiday	New Year's Eve (1/2 day)	

7.1.2 Any other day proclaimed by the Corporation as a Municipal Holiday.

7.2 If any of the Holidays mentioned above occur on a Member's day off, the member shall receive equal time off in lieu thereof. When one of these Holidays occur on a day which the Member works, the Member shall receive equal time off in lieu thereof and one and one-half times his hourly rate of pay

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for the time worked. Lieu time will be taken as approved by the Chief of Police or designate and according to existing practice. Annually, as of December 1st, any unused stat time up to a maximum of 40 hours can be submitted for payment.

- 7.3 Effective January 1, 2019 and thereafter a Member shall not receive Statutory Holiday credit in accordance with Section 7.1 above for holidays which occur during unpaid absences (example WSIB, Maternity, Parental, Adoption and other leaves in accordance with the Employment Standards Act) and after a period of thirty (30) days leave for illness.

Section 8 – Sick Leave Credits & Severance Payments

- 8.1 Each Member of the Bargaining Unit shall, on completion of an unbroken month of service, receive one and one-half days (12 hours) of sick pay credit, such credit to be cumulative during the service of the Member. Service shall not be broken by a Member's absence from duty during the first twelve (12) months of continuous absence caused by injuries received while carrying out his police duties as a member of the Deep River Police Service, nor by any paid absence approved by the Board. The number of days for which an employee received sick pay credits shall be deducted from the cumulative sick pay credit bank but no deduction shall be made on account of any day which an employee would normally be entitled to be off work, nor shall any deduction other than that provided for in Section 8.2 be made from the cumulative sick pay credit bank of an employee absent because of injuries received while carrying out his police duties as a member of the Deep River Police Service.
- 8.2 When a Member is absent from duty caused by illness or injury received while carrying out his police duties as a member of the Deep River Police Service and such illness or injury is recognized by the Workplace Safety & Insurance Board, the Board shall award the Member such salary as is necessary to insure that the member's net remuneration is not reduced to a smaller amount than the Member's regular salary but such payment by the Board shall not be extended for longer than 1 year and such supplementary payments shall not be charged against sick leave.
- 8.3 When a Member ceases employment by reason of age, death, disability or resignation, a gratuity shall be paid to the member in an amount equal to their salary for one half the number of days standing to their credit and in any event not in excess of one half year's salary at the rate received by the Member immediately prior to termination of employment.

- 8.4 Each Member shall be given, during January of each year, a certified statement of the number of days of sick leave as at December 31st of the preceding year.

Section 9 – Special Leave

- 9.1 Special Leave with pay of up to three (3) shifts (30 hours) shall be granted to a Uniformed Member and up to three (3) days (21 hours) shall be granted to a Civilian Member due to a death in the family or where necessary to settle the Estate within one (1) year of the Testator's death. For purposes of this entitlement, "family" is defined as the Member's Father, Mother, Foster Parent, Brother, Sister, Spouse, Child, Stepchild, Father-in-Law, Mother-in-Law, Brother-in-Law, Sister-in-Law, the Child and Stepchild of the Member's spouse or other relative living with the employee.

Special Leave of one (1) shift (10 hours) shall be granted to a Uniformed Member and one (1) day (7 hours) shall be granted to a Civilian Member due to the death of the Member's Grandfather or Grandmother.

- 9.2 Special Leave with pay of up to three (3) shifts (30 hours) shall be granted to a Uniformed member, and up to three (3) days (21 hours) shall be granted to a Civilian Member, for the purpose of getting married, provided the member has greater than six (6) months of continuous service with the Deep River Police Service at time of getting married.

Special Leave, up to three shifts (30 hours), shall be granted to a Uniformed Member and up to three (3) days (21 hours) shall be granted to a Civilian Member for the birth or adoption of a child, provided the Member has more than six (6) months service with Deep River Police Service at time of birth/adoption and is not accessing Parental Leave Supplemental Top-up under Section 9.6..

9.3 Convention Delegates

The Board agrees, and subject to the approval by the Chief of Police, an Accredited Delegate from the Association shall be allowed up to six days (48 hours) per annum, with pay, to attend Association Conventions or Meetings. A minimum of forty-eight hours' notice of such leave request must be given to the Chief of Police or designate.

9.4 Leave Without Pay

Any Member may submit a written request for a leave of absence without pay, which may be granted at the discretion of the Chief of Police, subject to the

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provision that the leave does not result in any additional expense to the Board had the leave not been granted.

9.5 Maternity Leave

9.5.1 Members who become pregnant at least 13 weeks after their date of hiring by the Board will be entitled to maternity leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A Member intending to go on maternity leave will make written application to the Police Chief and supply a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery. A Uniformed Member is encouraged to request a start date for the maternity leave period of 4 weeks before the estimated date of delivery. The entire maternity leave period must be taken in one complete block. Consideration will be given to a written request to adjust the start and end dates of the approved maternity leave period if the actual date of delivery is one week or more earlier, or later, than the estimated date of delivery.

During the maternity leave, the Member will be paid as follows:

9.5.1.1 Based on there being a one (1) week Waiting Period for Employment Insurance Maternity Benefits, the Member shall receive a Supplemental Unemployment Benefit equivalent to the difference between seventy-five (75) percent of her normal weekly earnings and the sum of her weekly Employment Insurance Benefit for that one (1) week, provided the Supplemental Unemployment Benefit is confirmed by the Employment Insurance Commission. Should the amount of the weekly Employment Insurance Benefit be greater than seventy-five (75) percent of her normal weekly earnings, the Member shall not be eligible for any Supplemental Unemployment Benefit from the Board.

9.5.1.2 During the fifteen (15) week period of Maternity Leave immediately next to the one (1) week Waiting Period for Employment Insurance Benefits under Section 9.5.1.1 above, the Member who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit (SUB) equivalent to the difference between seventy-five (75) percent of her normal weekly earnings and the sum of her weekly Employment Insurance Benefit for a period not exceeding fifteen (15) weeks, provided the Supplemental Unemployment Benefit is confirmed by the Employment

Insurance Commission. For one additional week immediately next to the aforementioned fifteen (15) week period of the seventeen (17) week Maternity Leave, the Member shall receive a Supplemental Unemployment Benefit equivalent to the difference between seventy-five (75) percent of her normal weekly earnings and the sum of her weekly Employment Insurance Benefit, provided the Supplemental Unemployment Benefit is confirmed by the Employment Insurance Commission.

- 9.5.1.3 Receipt by the Board of the Member's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance Pregnancy Benefits.
- 9.5.1.4 Whenever the sum of the weekly Employment Insurance Benefit is greater than seventy-five (75) percent of her normal weekly earnings, the Member shall not be eligible for any Supplemental Unemployment Benefit from the Board.
- 9.5.1.5 For purposes of Articles 9.5.1.1 and 9.5.1.2 the member's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours.
- 9.5.2 While on maternity leave a Member will continue to accumulate seniority and credit for service for the purpose of salary and pension entitlements, as well as vacation and statutory holiday credits. In addition, insured benefits listed under articles 13.1.1 to 13.1.6 will be maintained.

Effective January 1, 2019 the Member shall not accrue vacation and statutory holiday credits while on maternity leave.

9.6 Paternal Leave

- 9.6.1 Members that qualify for Parental Leave Benefits under the Employment Insurance Act shall be eligible for a Supplementary Unemployment Benefit for the first ten (10) weeks that she/he is in receipt of Parental Leave Benefits under the Employment Insurance Act. The amount of the Supplementary Unemployment Benefit shall be calculated assuming that the Member has selected Standard Parental Benefits. The Supplementary Unemployment Benefit shall be equal to the difference between seventy-five percent (75%) of the member's normal regular weekly pay and the maximum amount that she/he is entitlement to under the Standard Parental Benefits

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Program. The Member's normal regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her/his last day worked prior to commencement of the leave times her/his normal weekly hours.

The Member shall provide the Board with a copy of her/his Employment Insurance Cheque stub as proof that she/he is approved and in receipt of Employment Insurance Parental Benefits. Service and seniority shall continue to accrue during the Member's Parental Leave. The Member shall not accrue vacation or statutory holidays while on Parental Leave.

In the event the Member fails to return to work at the end of her/his Parental Leave, the Parties to this Agreement, including the Member agree that the amount paid as Supplementary Unemployment Benefit shall be returned to the Board.

Section 10 – Salaries, Allowances & Authorized Deductions

10.1 The salary for members of the bargaining unit shall be as shown.

10.1.1 Uniformed Members

POSITION	%+	SALARY	%+	SALARY	%+	SALARY
		Jan 1/18		Jan 1/19		Jan 1/20
Sergeant	2.0	\$108,779	2.0	\$110,955	2.0	\$113,174
1 st Class Cst.	2.0	\$ 96,264	2.0	\$ 98,189	2.0	\$100,153
2 nd Class Cst.	2.0	\$ 80,470	2.0	\$ 82,079	2.0	\$ 83,721
3 rd Class Cst.	2.0	\$ 70,892	2.0	\$ 72,310	2.0	\$ 73,756
4 th Class Cst.	2.0	\$ 61,309	2.0	\$ 62,535	2.0	\$ 63,786
Cadet	2.0	\$ 41,441	2.0	\$ 42,270	2.0	\$ 43,115

For the purpose of computing any portion of an Officer's salary, one year shall be deemed to be 2080 hours, the rate being corrected to two decimal points.

Effective January 1, 2016, the Sergeant Annual Salary shall be determined at 113% of the 1st Class Constable Annual Salary as per the above schedule.

Each increase to take effect on first day of the week that contains January 1st of each year.

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Retention Pay

January 1, 2009:

- 3% of First Class Constable salary after 8 years of continuous service
- 5% of First Class Constable salary after 17 years of continuous service
- 7% of First Class Constable salary after 23 years of continuous service

July 1, 2010:

- 3% of First Class Constable salary after 8 years of continuous service
- 6% of First Class Constable salary after 17 years of continuous service
- 9% of First Class Constable salary after 23 years of continuous service

Criteria:

In order for a member to be eligible for Retention Pay all the following criteria must be achieved:

- For members employed on or before January 1, 2009, continuous service for the purpose of this provision shall mean all continuous service with any Ontario Police Service, including Military Police Service; for members hired after January 1, 2009 continuous service for the purpose of this provision shall mean continuous service with Deep River Police Services only, excluding Cadet Time.
- Convictions under the Police Service Act or Criminal Code of Canada that results in the member losing forty (40) hours of pay, or forty (40) hours of suspension without pay, shall result in suspension of Retention Pay for a period of one (1) year.
- Absent from work for any reason in excess of twenty-one (21) consecutive working days, except absences under an approved WSIB claim, shall result in suspension of Retention Pay until date of return to work.
- Retention Pay applies to full-time Uniformed Officers only.
- Retention Pay shall be based on a First Class Constables salary as per Article 10.1.1.
- Retention Pay shall be deemed part of base pensionable salary and be taken into account when calculating regular salary with the exception of Sick Bank payout under Article 8.3.

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10.1.2 Civilian Members

POSITION	% +	SALARY Jan 1/18	% +	SALARY Jan 1/19	% +	SALARY Jan 1/20
Secretary Level 1		\$ 54,785		\$ 55,881		\$ 56,999
Secretary Level 2		\$ 56,703		\$ 57,837		\$ 58,994
Secretary Level 3		\$ 58,688		\$ 59,862		\$ 61,059
Secretary Level 4		\$ 60,741		\$ 61,956		\$ 63,195
Secretary Level 5		\$ 62,867		\$ 64,124		\$ 65,406
Spec. Cst.		\$21.35		\$22.78		\$24.24

For the purpose of computing any portion of the Secretary's salary, one year shall be deemed to be 1820 hours, the rate being corrected to two decimal points.

The Secretary shall be eligible for salary progression to the next Level within the above Salary Schedule after completion of each twelve (12) months of service as Secretary, until she/he has reached Level 5. Annual progression shall be conditional on satisfactory performance as determined by the Chief of Police.

Each increase to take effect on first day of the week that contains January 1st of each year.

10.2 Meal Allowance

Where a Member of the bargaining unit is required:

10.2.1 to exceed normal duty hours by 2 hours

10.2.2 to exceed normal duty hours by an additional 6 hours, or

10.2.2 to leave town on police duty for more than 4 hours

each Member shall be entitled to a meal allowance of \$12.00 for every such occurrence in town, and \$17.00 for every such occurrence out of town.

10.3 Uniform Cleaning

Each Uniformed Member and the Secretary shall receive \$250 annual dry-cleaning allowance to be provided in the first full pay period of each year following January 1st. This dry-cleaning allowance shall be used for dry cleaning of the dress tunic, dress trousers, parka, and all other clothing worn

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in the performance of the employee's duties with the Deep River Police Service.

10.4 Shift Allowance

Members that are required to work three rotating shifts on a regular basis will be compensated at a rate of \$700.00 per year; this amount shall be paid on the first complete pay period following January 1st of each year.

10.5 Association Dues Deduction

The Board agrees to deduct Deep River Police Association Dues from each pay of each Member of the Association, and further agrees to present a cheque for the total of such deductions to the Association within two (2) weeks following the end of each month. The Association agrees to notify the Board of the percentage to be set off against each Member's pay for dues, and to provide the Board with at least one (1) month advance notice of any changes to the amount.

When remitting such dues to the Association, the Board shall provide the Association with the names and classifications of the members from whose pay such deductions have been made.

Section 11 – Overtime

11.1 Overtime

Overtime shall be deemed to be any time spent in the service of the Department, and approved by the Chief of Police or designate, in excess of a member's normal tour of duty, as described in Section 5, except that any single period of overtime of less than half an hour shall not be accumulated for the purpose of payment. Overtime, other than court time shall be payable at one and one-half times the regular hourly rate of pay.

11.2 Call Back

Call back shall be paid at a minimum of four (4) hours at time and one-half the regular hourly rate of pay, and any time in excess of four hours shall be paid at time and one-half the regular hourly rate.

11.3 Court Time

Court time shall be deemed to be time spent in any Court by a Uniformed Member for the purpose of giving testimony arising from their duty as a Police Officer during a period of time which would otherwise have been off-duty and shall be paid at one and one-half times the Member's calculated hourly rate with a minimum of four (4) hours payment at such premium rate.

When a Member is required to attend Court on any occasion during his annual vacation, the member shall be granted two (2) extra days leave in compensation therefore, for each day or portion of day spent in Court on recall from such vacation.

Members required to attend Court out of Town to give testimony outside their normal duty hours will be Court time, provided Witness fees received are reimbursed to the Board.

Where a Member is required to attend Court, and where the member is advised less than 24 hours from their scheduled attendance at Court that their attendance is no longer required, the Member shall be compensated in the same manner as if they had actually attended Court, except that the member shall not be paid travel, or meal allowances.

11.4 Short Notice – Change of Shift (Regular & Statutory Holiday)

11.4.1 Members of the Bargaining Unit who, with less than 48 hours notice, are required to change their normally posted shift, shall be paid the first four (4) hours of the changed shift at 1.5 times the normal rate.

11.4.2 Where a Member is required to work on a Statutory Holiday which was not part of the member's regularly scheduled shift, the member shall be compensated for all hours worked on such Statutory Holiday at a rate of 2 times the Member's regular hourly rate.

11.5 Banked Time

11.5.1 It is agreed that overtime may be banked at the overtime rate to a maximum of 100 hours.

11.5.2 Banked time may be used as leave under the following conditions:

11.5.2.1 The Chief of Police or designate must approve all banked time used as leave.

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- 11.5.2.2 When overtime is worked, the time must be recorded as "Request for banked time" on overtime form.
- 11.5.2.3 No banked time may be carried over to the next calendar year.
- 11.5.2.4 Banked time not used at the end of the calendar year shall be paid at the end of the calendar year.
- 11.5.2.5 Any portion of banked time may be used as leave.

11.5.3 When banked time is used as leave, it may again be accumulated up to the maximum.

11.6 Departmental Meetings

Every Member required to attend regular Departmental meetings, outside of their scheduled hours, shall receive 3 hours pay at their regular hourly rate, to a maximum of 6 meetings per year.

11.7 Paid Duty

Paid Duty shall mean police services requested by an organization other than the Town of Deep River which is,

11.7.1 approved by the Chief of Police, and

11.7.2 posted by the Chief of Police, and

where remuneration for such police services are paid directly to the Uniformed Member by the organization which requested the police services.

11.8 Course Attendance

Members attending a course that the Chief of Police has directed the person to attend and the course has been approved by the Board in accordance with Board policy, shall be compensated ten (10) hours banked time for travel each way as stipulated below;

a) The Member will be given a day for travel prior to the course providing the course starts before 14:00 hours.

- b) The Member will be given a day for travel after the course provided the course terminates after 14:00 hours.
- c) The distance traveled one way shall be greater than 450 kms.
- d) All Uniform and Civilian Members shall be paid a bonus of two hundred dollars (\$200), upon successful annual completion of the Ontario Police Fitness Pin per year. The bonus shall be paid within thirty (30) days of the Member submitting evidence of each successful completion to the Chief of Police.

11.9 Standby

If an Officer is requested by the Chief or designate to be in uniform and immediately available for active duty outside the member's normal tour of duty, the member shall be paid at a rate of 1 ½ times the regular rate of pay.

11.10 On Call

When a Member is requested to be accessible by phone and to be prepared to report to duty within 20 minutes, this member shall be compensated for "on-call" at a rate of one-half (½) the Member's regular rate of pay except when it is a Statutory Holiday, then it will be at regular rate of pay for the duration of time designated by the Chief of Police or designate. If the Officer is required to respond to a call, the Officer shall be compensated at the rate of one and one-half (1 ½) times the Member's regular rate of pay or two times the Member's regular rate of pay on Statutory Holidays. The compensation shall start when the member reports to the police office or at the scene of the emergency.

11.11 Sliding Line 6 of Schedule

An Officer may be granted time off on the Saturday when on Line 6 provided that it does not interfere with the operation of the police service and with the permission of the Chief of Police or designate. The request must be in writing one week in advance. The Officer may be scheduled to work any week day and the time is at the discretion of the Chief of Police or designate. If the Officer on Line 6 has been granted time off, the Officer on Line 2 cannot request time off on the Saturday.

11.12 Two Officer Escort

Whenever a prisoner or mentally ill person is to be transported, the following will apply:

- a) For a prison escort within Renfrew County, the Chief of Police or

designate will decide if one or two escort personnel is required. The Chief or designate shall consider the offense(s) involved, criminal record of the prisoner, demeanor of the prisoner, and any other information the Chief or designate deems pertinent to ensure the escort can be completed safely.

- b) A female escort or two male escorts shall be used when a female prisoner is being transported. A qualified Special Constable may be one of the two escort personnel used for these instances.
- c) For a prisoner escort outside Renfrew County, two escort personnel are required. A qualified Special Constable may be one of the two escort personnel used for these instances.
- d) Two escorts shall be used when transporting more than one prisoner in the same vehicle.
- e) All mentally ill persons being transported in a cruiser outside the Town of Deep River's jurisdiction will be escorted by two escort personnel. A qualified Special Constable may be one of the two escort personnel used for these instances.

Section 12 – Pension Plan

12.1 A Pension Plan of the Members of the Bargaining Unit shall be in accordance with the provisions of the Ontario Municipal Employees Retirement System, provided that effective January 1st, 1971, the Members of the Police Force shall be entitled to retire at age 60.

Section 13 – Insured Benefits

13.1 The Board shall pay 100% of the premiums for the following insured benefits for full-time Members;

- 13.1.1 Life Insurance for Members of the Bargaining Unit, which shall be 2 times annual salary, and
- 13.1.2 Semi-private hospital coverage, and
- 13.1.3 Extended Health Care, and
- 13.1.4 Comprehensive Dental Plan, with current year O.D.A. fee schedule with a \$1500 annual maximum. Effective July 1, 2019 this Comprehensive Dental Plan, with current year O.D.A. fee schedule shall have a \$1700 annual

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maximum. In addition, orthodontic coverage with a maximum lifetime benefit of \$3,000 will be cost shared 50%/50%, and

13.1.5 Vision Care Plan with \$300 reimbursement every 24 months. Effective July 1, 2015, one eye exam to a maximum of \$120 per 24 consecutive months.

Effective July 1, 2019, Vision Care Plan shall provide \$325 reimbursement every 24 months. Effective July 1, 2015, one eye exam to a maximum of \$120 per 24 consecutive months.

13.1.6 Effective January 1, 2017, one account of \$1,000 per calendar year for inclusive use of Chiropractic, Physiotherapy and Massage Therapy. Effective July 1, 2019, one account of \$1,200 per calendar year for inclusive use of Chiropractic, Physiotherapy and Massage Therapy.

13.1.7 Benefits will be provided by Manulife or other carrier as determined by the Board. The Board will provide written notice 90 days prior to the change of carrier. The Board will not reduce the level of coverage upon change of carrier unless mutually agreed. See Appendix C.

In the event the Board changes the benefit plan carrier or whenever there is a change in coverage, each member shall be provided with an updated booklet in a timely manner.

13.2 Retiree Benefits

The Board will provide extended health care coverage under this Section and effective December 31, 2017 Comprehensive Dental Plan as per Article 13.1.4 above, to a Member who has retired, at the Member's option, provided that:

13.2.1 the Member has retired and qualified for an unreduced OMERS pension in accordance with the OMERS Act & Regulations;

13.2.2 Such coverage ceases permanently

- i. when the member reaches age 65; or
- ii. when the Member becomes entitled to and qualifies for coverage by reason of employment of the Member.

13.2.3 Such coverage shall be equivalent to the coverage

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provided to Members of the Bargaining Unit on active service, except where a limitation on coverage specific to retired members is prescribed by the insurance carrier. At the time of these negotiations, the restrictions are as follows:

- 1) Private Duty Nursing would be limited to \$5000 (per year)
- 2) No out-of-country coverage
- 3) Basic Life limited to a flat \$5000
- 4) Benefits terminate at age 65

Coverage shall consist of:

- 1) Extended Health Care;
- 2) The Comprehensive Dental Plan shall be extended to those members that retire in accordance with Articles 13.2.1 and 13.2.2 on or after December 31, 2017. The Comprehensive Dental Plan, with current year O.D.A. fee schedule with a \$1500 annual maximum. Effective July 1, 2019 this Comprehensive Dental Plan, with current year O.D.A. fee schedule shall have a \$1700 annual maximum. In addition, orthodontic coverage with a maximum lifetime benefit of \$3000 will be cost shared 50/50;
- 3) Vision Care Plan with \$300 reimbursement every 24 months. Effective July 1, 2019 this Vision Care Plan shall provide \$325 reimbursement every 24 months. Effective July 1, 2015, one eye exam to a maximum of \$120 per 24 consecutive months.
- 4) One account of \$1,000 per calendar year for chiropractic, physiotherapy and massage therapy inclusive. Effective July 1, 2019 the above \$1,000 per calendar year shall increase to \$1,200 per calendar year.

The Board agrees to provide these benefits through the Town of Deep River's insurance carrier; however, if unable to do so, the Board will provide the same benefit through an alternate carrier.

13.3 Survivor Benefits Package

The surviving spouse of a Member killed in the line of duty shall be entitled to remain on the benefit plans stated in Sections 13.1.2, 13.1.3, 13.1.4, 13.1.5 and 13.1.6, until the surviving spouse reaches age sixty five (65) or until the spouse becomes eligible for like benefits through remarriage or otherwise, whichever comes first. Dependent children shall be eligible to remain on these plans provided he/she qualifies as a dependent in accordance with the eligibility criteria of each plan.

Section 14 – Uniforms

14.1 On joining the Deep River Police Service, each Officer shall be issued a complete new uniform as follows:

1 parka or equivalent*	4 pair trousers
1 raincoat	8 shirts (short &/or long sleeve)
1 fur cap	1 pair gloves
2 pair boots	1 No. 1 dress tunic
2 ties	2 dickies
1 cap	2 patrol jackets
1 set of body armour	2 vest carriers

* may be issued from surplus stores provided they are in good condition.

14.2 Officers may be supplied used uniforms pending delivery.

14.3 New uniforms will be issued every year as required:

2 pairs trousers	2 ties
1 cap	4 shirts (short &/or long sleeve)
1 patrol jacket	2 dickies
2 pair of footwear (summer and winter)	

14.4 The following uniforms will be issued as required:

No. 1 dress tunic	parka
gloves	red reversible raincoat
fur cap	bicycle helmet

14.5 The design, make, colour, manufacture and regulations as to the manner in which the uniform shall be worn will be determined by the Chief of Police. The Chief will replace any article of uniform destroyed as the result of criminal action or through the performance of duty, excluding uniform and equipment damaged or lost as the result of carelessness or neglect.

14.6 Department Uniforms shall be deemed to be and remain the property of the Board and are returnable by any Member leaving.

14.7 All Uniformed Members shall be issued with body armour that meets the Ministry of the Solicitor General's body armour standard.

Body armour shall be properly fitted to each Member.

Body armour shall be replaced when the manufacturer's warranty expires, or earlier at the discretion of the Chief of Police.

Each Member shall have two vest carriers and a vest carrier shall be replaced when the Chief of Police deems it necessary.

Section 15 – Advancement

15.1 Promotion

The skill, experience and training of a Uniformed Member, and the Member's capacity to perform the required task, shall be determining factors in all cases of transfers, promotions, increases and decreases, in the working force, and in the advancement of members to a higher classification and where these are deemed by the Board to be equal between two or more Members, seniority shall be the determining factor.

15.2 Seniority

The Board agrees that seniority of Members will be established on the basis of the Member's continuous service with the Service.

15.3 Schedule of Promotion

Provided the performance of the Uniformed Member is satisfactory, the Member shall be eligible for promotion in accordance with the Regulations made under the *Police Services Act*.

15.4 Probationary Time

For the purposes of this Agreement, the probationary period shall be as provided in Section 44 of the *Police Services Act*.

15.5 Course Allowance

Any Member of the Force, who is required to attend any courses of one week or more, which are related to his employment with the Board, shall be entitled to an allowance of \$50.00 for each full week of course attendance.

For required courses that are less than one full week in duration, or courses that continue for less than one full week, the member shall be entitled to a pro-rated allowance of \$10.00 per day.

15.6 Week-End Meal Allowance at Police College

Any Member of the Force attending Police College shall be entitled to a week-end meal allowance of \$50.00 per day. This allowance is only payable when an Officer is away on course.

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15.7 Acting Rank Pay

A Constable who is detailed by the Chief of Police to be acting Sergeant shall be paid the rate of pay for Sergeant for the period of time assigned.

15.8 – Course Tuition and Course Materials

Where a member attends a course of study or participates in a correspondence course, with prior approval of the Board, on recommendation of the Chief of Police, the Board shall;

- 15.8.1 reimburse the Member for the cost of registration, and
- 15.8.2 course materials, upon successful completion of the course, and, the Member shall;
- 15.8.3 provide evidence of actual costs incurred, and,
- 15.8.4 furnish the Chief of Police with all course materials, which shall become the property of the Board and shall be placed in a library for the use of all members.

Section 16 – Legal Indemnification

- 16.1 For the purpose of Section 16 of this Agreement, the term “Member” shall be deemed to include any person when exercising duties in the capacity of a trained Special Constable.
- 16.2 The Board shall pay all necessary and reasonable legal costs incurred by a member who is charged with and finally acquitted of a criminal offence or statutory offence as a consequence of the member’s attempts to perform in good faith their duties as a Police Officer whether or not the member was on a tour of duty at the time.
- 16.3 The Board shall pay all damages and costs awarded against a member where;
 - 16.3.1 a civil action or proceeding is brought against the Member as a result of acts done by the Member in the attempted performance in good faith of their duties as a Police Officer, whether or not the member was on a tour of duty at the time, and,

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- 16.3.2** the Board and/or Chief of Police are not joined as parties in the action or proceeding pursuant to the provisions of the *Police Services Act*, and the Board and the Chief of Police do not defend the action on behalf of themselves and the Member as joint tortfeasors at the Board's sole expense, or,
- 16.3.3** the Board and/or Chief of Police are joined as parties in such action or proceeding, but the legal counsel retained on behalf of the Board and/or Chief of Police is of the view that it would be improper for the legal counsel to act for both the Board and/or the Chief of Police and the Member, and
- 16.3.4** the member's actions do not constitute a gross dereliction of duty or a deliberate abuse of the member's powers as a Police Officer.
- 16.4** The Board shall pay any sum required to be paid by a member in connection with a settlement of any claim made against the Member in an action or proceeding referred to in Section 16.3, provided the settlement is approved by the Board before it is made.
- 16.5** Where the Chief of Police or the Board elects to provide legal counsel to defend a member in any legal action or proceeding covered by Section 16 of this Agreement, the Board shall pay the cost of such legal counsel irrespective of the outcome.
- 16.6** Where in an inquiry under the *Coroner's Act*, a Member's conduct is called into question because of acts done by the member in the attempted performance in good faith of the member's duties as a Police Officer, the Board shall pay for the necessary and reasonable legal costs incurred in representing the Member's interests in any such inquiry, providing:
- 16.6.1** the Chief or the Board does not provide legal counsel to represent the Member at the Board's expense, or
- 16.6.2** legal counsel provided by the Chief or the Board to represent either or both of them as well as the member is of the opinion that it would be improper for the legal counsel to act for both the Chief or the Board and the Member in that inquiry.
- 16.7** The Board agrees to provide immediate legal advice to any Member who, as a result of their duties, may be directly or indirectly involved in an occurrence

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investigated under the provisions of Part VII of the Police Services Act. The Board agrees that legal counsel, as approved by the Association and the Board, shall be provided at the Board's expense at a rate not greater than the Legal Aid Level III hourly rate. The legal counsel shall be provided immediately after the occurrence and during the investigation period to any member involved, at the member's discretion, up to a maximum of fifteen (15) hours per member after which, if necessary, further counsel may be provided at the discretion of the Board after consultation with the Association.

- 16.8** Notwithstanding Section 16.7, the Board may refuse payment otherwise authorized under Section 16.7 where actions of the member from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of the member's powers as a Police Officer.

Section 17 – Duration of Agreement

- 17.1** It is agreed that unless specifically provided otherwise within the text of this Collective Agreement, that the terms and conditions of employment for the Members of the Deep River Police Association, for the period from January 1, 2018 to and including December 31, 2020, shall be as determined in accordance with the provisions of the Collective Agreement in force on December 31, 2017.
- 17.2** Either party must notify the other within 90 days prior to the expiration of this Agreement if it desires to amend or terminate this Agreement. Any such notice shall specify the nature of the amendments proposed, and the parties shall meet and bargain in accordance with the Police Services Act. The original provisions shall remain in force until the bargaining reaches a mutually satisfactory conclusion, or until arbitration resolves the matter of the proposed amendments.

IN WITNESS WHEREOF the said parties have hereto set their hands and seals.

**ON BEHALF OF THE DEEP
RIVER POLICE ASSOCIATION**

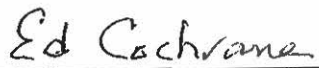


PRESIDENT

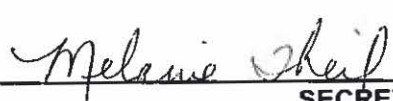


SECRETARY/TREASURER

**ON BEHALF OF THE DEEP
RIVER POLICE SERVICES BOARD**



CHAIR



SECRETARY

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APPENDIX "A"

UNIFORMED MEMBER SHIFT SCHEDULE

	Sunday	Monday	Tuesday	Wed	Thurs	Friday	Saturday
Week 1		2	2	2			1
Week 2	1	1	1			3	3
Week 3	3	3			2	2	2
Week 4	2			1	1	1	
Week 5			3	3	3		
Week 6					3	3	3

Shift 1: 10:00 pm 8:00 am
Shift 2: 8:00 am 6:00 pm
Shift 3: 4:00 pm 2:00 am

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APPENDIX "B"

DEEP RIVER POLICE SERVICES
Grievance Procedure

Subject to Sections 123 and 124 of the *Police Services Act*, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provision of the Agreement will be dealt with as follows:

- Step 1.** The Member of the Association that believes that the Agreement has been violated will address their concerns to the Sergeant or Chief of Police. The Section of the Agreement being violated must be stated and how the Agreement is not being adhered to. The Sergeant or Chief of Police will state their decision in writing to the Member within two (2) days after the discussion. If the issue cannot be resolved within two (2) days after the discussion the process will go to Step 2. The Member shall have no right to the rest of this procedure unless the Member has first attempted to resolve the difference by utilizing this first step.
- Step 2.** If the grievance is not resolved satisfactory at Step 1, the Association Grievance Committee (AGC) and/or its representative will reduce the grievance to writing stating the Section that is not being adhered to, how the Section is being violated, and all the pertinent particulars leading up to the filing of the grievance. This will be presented within five (5) days after the decision has been made at Step 1 to the Chief of Police. The Chief of Police and the AGC will meet within five (5) days to try and resolve the issue. The Chief of Police will render a decision and deliver it to the AGC within a further five (5) days of the meeting held to discuss the grievance.
- Step 3.** If no settlement is reached at Step 2, the AGC or its representative may, at any time within five (5) days of the receipt of the response at Step 2, submit the grievance to the Board which will then fix a time for a meeting with the AGC and the Chief of Police within the next six (6) weeks at which time the Board will hear submissions from the AGC. The Board will notify the AGC in writing of its decision within five (5) days of the hearing.
- Step 4.** If no settlement is reached at Step 3 or the Board fails to communicate with the AGC within the specified time limits, the Association may submit the grievance to conciliation and possibly arbitration, as provided by the *Police Services Act*, R.S.O. 1990 Sections 123 and 124.

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APPENDIX "C"

INSURED BENEFITS

The Corporation of The Town of Deep River commits in writing that the insured benefits referred to in Section 13 will remain the same as with the previous carrier Great West Life at the time of signing.

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APPENDIX "D"

PART-TIME POLICE CONSTABLES

This Appendix contains terms and conditions of employment applicable to Part-time Police Constables employed by the Deep River Police Services and is recognized as an Appendix to the Agreement between the Deep River Police Association and the Deep River Police Services Board.

Article 1

The hiring of Part-time Police Constables shall be for the purpose of:

1. providing relief for full-time employees in their absences;
2. providing policing during emergencies;
3. providing police coverage for circumstances where the full complement of scheduled staff is not adequate.

Article 2

The following Sections of the Agreement between the Deep River Police Association and the Deep River Police Services Board shall apply to Part-time Constables unless amended by this Appendix: Section 1, Section 2, Section 3, Section 4, Section 10.2, Section 10.5, Section 11.7, Section 11.10, Section 11.12, Section 15.4, Section 15.5, Section 16, Section 17.

Article 3 – Management Rights

As per Section 2 (Reservation of Board Rights) of the Collective Agreement between the Deep River Police Association and The Deep River Police Services Board.

Article 4 – Hourly Rate

1. The hourly rate of the Part-time Police Constable shall be equal to the annual regular rate for the 1st Class Police Constable under Section 10.1.1 divided by 2080 hours, provided the Part-time Police Constable meets the requirements of Article 5 below and achieved the Rank of First Class Constable or higher with his previous Police Service.

Otherwise eligible Part-time Constables may be hired below the Rank of First Class subject to their qualifications and prior Rank. These Constables shall be reviewed for advancement to next Rank after completion of each 2080 hours of service with Deep River Police Services.

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Article 5 - Qualifications

Part-time Constables must satisfy the following criteria in order to be eligible to work as a Part-time Constable with Deep River Police Services:

1. Meets the requirements of Section 43 of the Police Services Act.
2. Successfully completed the Basic Constable Training Program at the Ontario Police College.
3. Has a minimum of five (5) years' experience as a Police Officer.
4. Has not been away from Police Duty for more than five (5) years as of date of hire.
5. Qualify on all Use of Force Certifications with the Deep River Police Service.

Article 6 – Workplace Safety & Insurance

Part-time Constables shall be covered for Workplace Safety and Insurance by the Deep River Police Services Board.

Article 7 – Vacation and Public (Statutory) Holidays

Vacation and Public Holiday pay shall be paid in accordance with the Employment Standards Act of Ontario. The following days shall be recognized as Public Holidays for Part-time Constables: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any other day proclaimed as a public holiday by the Province of Ontario.

Article 8 – Uniforms

The Board agrees to issue each part-time Constable with Uniform and Body Armour items in Section 14 that are approved by the Chief of Police as being necessary for the proper execution of assigned duty.

Article 9 – Association Dues Deduction

The Board agrees to deduct Deep River Police Association Dues from each Part-time Constable in accordance with Section 10.5 of the Agreement with the Deep River Police Association.

Article 10 – Schedule


Whenever the part-time Constable is scheduled for duty, he/she shall be scheduled for a minimum of three (3) hours at his/her regular hourly rate of pay.


Article 11 – Duration


The terms of this Appendix shall commence on the day that it is signed by the Parties. Part-time Constables shall have no recourse against the Deep River Police Services Board nor the Deep River Police Association or Chief of Police for lay-off, discontinuance, severance pay or any other matter. Termination of part-time employment and assignment of work shall be non-grievable matters.

The terms of this Appendix shall be binding on the parties hereto, their respective successors and assigns and Part-time Members.

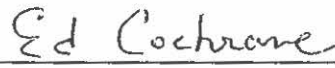
**DEEP RIVER POLICE
ASSOCIATION**








**DEEP RIVER POLICE SERVICES
BOARD**





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APPENDIX "F"

Memorandum of Agreement

Between

**Deep River Police Services Board
hereinafter referred to as the "Board"**

And

**Deep River Police Association
hereinafter referred to as the "Association"**

Whereas Article 5.1 of the Collective Agreement between the Association and the Board defines a ten (10) hour shift schedule; and

Whereas with the approval of the Board the Sworn members of the Association have been working a twelve (12) hour shift schedule; and

Whereas the Sworn members of the Association shall be entitled to continue to work twelve (12) hour shifts, subject to the following:

The parties agree:

1. In the event either the Association or the Board identifies a need to change the twelve (12) hour shift schedule, notice shall be given to the other party, at which time the Association and the Police Chief shall schedule a meeting to discuss the proposed change.
2. The ten (10) hour shift schedule is useful from time to time to meet the needs of the Board and the Association and shall remain available as a scheduling option.
3. In the event the parties cannot agree on the terms of a change in shift schedule from the twelve (12) hour shift, Article 5.1 of the Collective Agreement shall prevail.

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