

THIS AGREEMENT, made this day of January, 2014

BETWEEN:

The Police Services Board of the Corporation of the Town of Gananoque,

Hereinafter called the “**BOARD**” of the first part,

AND

The Gananoque Police Association on behalf of the Members of the Gananoque Police Service,

Hereinafter called the “**ASSOCIATION**” of the second part.

WHEREAS the parties hereto have agreed to enter into these presents for the purpose effectively of defining, determining, and providing for remuneration and pensions, sick leave gratuities, privileges, and such working conditions as shall be negotiated from time to time; and,

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Police Service, that harmonious relations be established between the parties and it is to this end that the provisions hereto are made, whereby grievances and disputes of the parties, and those they represent may be discussed and settled amicably; and,

WHEREAS should it become necessary or expedient, all matters in dispute or all differences between the parties hereto, arising from the interpretation, application or administration of this agreement, working conditions generally including any questions as to whether a matter is subject to arbitration, or any decision or award, shall provide for final and binding settlement by the procedures of arbitration, pursuant to the Police Services Act, R.S.O. 1990, and amendments thereto; and

WHEREAS the parties hereto each with the other have reached an agreement with respect to the above matters for the term of this agreement and any extension thereof; and,

WHEREAS THIS AGREEMENT NOW WITHSAID that each party hereto in consideration of the promises and mutual covenants hereinafter contained agrees with the other as does follow:

ARTICLE 1 RECOGNITION AND SCOPE

- 1:01 The Board recognizes the Association as the exclusive bargaining agent of the Police Service, hereinafter called the Bargaining Unit, and shall bargain in good faith with a Bargaining Committee of the Association.
- 1:02 The Board and the Association agree that the terms of this agreement shall apply to all members of the Service, save and except those excluded by Statute.

ARTICLE 2 RESERVATION OF ADMINISTRATIVE RIGHTS

- 2:01 The Association recognizes that, subject to Section 31 of the Police Services Act and other provisions of the Act, and Regulations made there under by the Lieutenant Governor in Council, it is the exclusive function of the Board through the Chief to:
 - (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any member.
- 2:02 The Board agrees that no member will be dealt with adversely without reasonable cause, and that it will exercise the functions outlined in Article 2:01 in a fair and reasonable manner and without discrimination, consistent with this agreement, the Police Services Act and the Regulations made there under by the Lieutenant Governor in Council, and the Ontario Human Rights Code.
- 2:03 If a member claims that the Board has exercised any of the functions outlined in Article 2:01 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 Article 2:04, or the arbitration 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.
- 2:04 When a member of the Association or the Board has any grievance and/or complaint, he/she or the Association or the Board on his/her behalf shall present such grievance and/or complaint to the Chief of Police or his/her designate, for consideration.
- 2:05 The Chief of Police or President shall hear, or receive, the complaint and/or grievance, and within five (5) working days communicate (orally or in writing) his/her decision relative to the grievance and/or complaint.

- 2:06 The Association or the Board shall if dissatisfied with the ruling of the Chief of Police, or his/her designate, or President or if the Chief of Police or President fails or refuses to deal with the complaint and/or grievance within the specified time, the Association or Board may file with the Board or Association the complaint and/or grievance within fifteen (15) days of the date of the complaint and/or grievance was submitted to the Chief of Police or his/her designate.
- 2:07 The Board or the Association shall investigate the complaint and/or cause an inquiry to be held between the person involved in the dispute, and shall within fifteen (15) days of receipt of the complaint and/or grievance communicate (orally or in writing) their decision in the matter.
- 2:08 The Association or the Board may, if dissatisfied with the decision of the Board or the Association or if the Board or the Association fails to communicate, acknowledge or inquire into the complaint and/or grievance within the specified time, the matter of complaint and/or grievance may be submitted to arbitration as provided by the Police Services Act, R.S.O. 1990, and amendments thereto.
- 2:09 Any time limits specified in the procedure may be enlarged or extended by the consent of the parties then so engaged in the procedure.
- 2:10 There shall be no discrimination practices by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, sexual orientation, age, marital status, family status or handicap as defined in Section 10(1) of the Ontario Human Rights Code (OHRC).
- 2:11 All members have a right to freedom from harassment in the workplace because of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, sexual orientation, age, marital status, family status, or handicap, by the member's employer or by another employee. Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

ARTICLE 3 ASSOCIATION RIGHTS

- 3:01 The Board agrees that there will be no discrimination, harassment, restraint, interference, intimidation, coercion or threats, directly or indirectly, by any of its representatives against any member of the Association in respect to the member's employment, because of the member's membership or activity in the Association or as a representative of the Association acting on behalf of a member. Failure to resolve complaints in relation to this Article through the grievance process will result in the application of Article 3:02 and Article 3:03.

- 3:02 On hearing of a complaint by a Board of Arbitration that there has been a contravention of Article 3:01, the Board of Arbitration has the power of the Labour Relations Board provided in subsection 96(4) of the Labour Relations Act, 1995
- 3:03 At an arbitration hearing of a complaint that Article 3:01 has been breached, the burden of proof that the Board or its representatives did not act contrary to Article 3:01 lies upon the Board.
- 3:04 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 member on a bi-weekly basis and the sum so remitted on a monthly basis to the Association.
- 3:05 When remitting such dues and other amounts, the Board shall provide the Association with the names and amounts deducted on behalf of the members within sixty (60) days after the end of the calendar year.

ARTICLE 4 BARGAINING

- 4:01 The Board and Association mutually agree that there shall be at least forty-eight (48) hours advance notice of any meeting or proposed meeting in connection with, or relative to this agreement, grievance procedure, or any matter in which the parties hereto have interest.

ARTICLE 5 SICK LEAVE & LONG TERM DISABILITY

- 5:01 Full Salary for eighty-five (85) eight hour days per year.
- (a) Sick Leave balances to be returned to eighty-five (85) eight hour days in the following circumstances:
- (i) On January 1st each year,
 - (ii) When a member returns to duty from long term disability.
 - (iii) When a member returns from being on short term disability for at least twenty (20) consecutive eight hour days.
- (b) If a member is absent for three (3) consecutive tours of duty, due to sickness or accident, the Board might require a medical certificate of incapacity due to such illness or accident. Any costs incurred for the medical certificate are to be paid for by the Board.

- (c) If a member is absent for three (3) consecutive tours of duty, due to sickness or accident, the Board may direct the member to attend before a physician employed by the Board for the purpose of verifying incapacity.
 - (d) When a member is required to fulfill the obligations of 5:01(b) or 5:01(c), the provisions of 7:06 (call out), 9:02 (overtime) and 15:02 (mileage) shall apply.
 - (e) Additionally, each member shall be entitled to have sixty (60) hours transferred from their sick bank to their lieu bank at the end of each calendar year. For each tour of duty or part thereof a member is absent due to sickness or accident, the time hour for hour shall be deducted from the member's sick bank. Should a member be absent due to sickness or accident for sixty (60) or more hours, there shall be no transfer of hours to the member's lieu bank.
- 5:02 The Board will provide a Long Term Disability Insurance Plan for the Association members. The plan will have a benefit cap of 66 2/3% of the member's salary with a maximum benefit duration of 60 months. The Board will pay one hundred percent (100%) of the premiums.

Members accumulated sick bank shall be paid an equal amount to his/her salary for one-half (1/2) the number of hours standing to his/her credit after credits have been applied up to and including March 31, 2014. Accumulated sick bank to be paid out no later than April 30, 2014.

ARTICLE 6 PENSIONS

- 6:01 Upon commencement of employment with the Service every member shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) with normal retirement age (NRA) 60 for police members. Enrollment and contributions shall be made in accordance with the provision of the OMERS Act and Regulations. In addition an early retirement benefit be provided to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when;
- (a) the member is declared by the employer to be unable to perform the duties of his/her employment due to mental or physical incapacity (permanent partial disability), or
 - (b) the member has completed thirty (30) years of service with the employer.
- 6:02 The Board agrees to examine and re-negotiate Article 6.01 upon amendments to the OMERS Act permitting the establishment of Supplemental Plans within the OMERS pension at the local level. Such negotiations would be governed by the

provisions of Part VIII of the Police Services Act.

ARTICLE 7 HOURS OF WORK

7:01 Each daily tour of duty shall consist of twelve (12) consecutive hours. One complete cycle of the shift schedule consists of a six (6) week period with twenty (20) tours of duty at twelve (12) hours each for a total of two hundred and forty (240) hours per cycle. It is understood and agreed that each member will work an additional twelve (12) hours per cycle beyond the two hundred and forty (240) hours. The additional twelve (12) hours shall be taken in lieu time, as an entire tour of duty, within each cycle at the discretion of the member and subject to the exigencies of the Service. Normal tours of duty shall be as follows:

First Tour	07:00 hours to 19:00 hours
Second tour	19:00 hours to 07:00 hours

7:02 Should the need arise to accommodate a member, the Chief and the Association shall negotiate any change to the daily tour of duty.

7:03 Platoon Sergeant's (Supervision) schedule will be a flexible component of the twelve (12) hour schedule.

7:04 The twelve (12) hour shift cycle is described and contained in Schedule "B" and forms part of the Collective Agreement and is subject to the exigencies of the Service.

The Intelligence Officer will work a flexible forty (40) hour work week schedule. The schedule for the Intelligence Officer will commence on Sunday. The member will not accrue additional time to be taken in lieu.

7:05 During each daily tour of duty a member shall, where the requirements of the Service permits, be allowed one (1) hour for lunch. The member shall remain in contact with the communications center while having lunch. If the member's lunch is interrupted or cancelled within the first thirty (30) minutes of the lunch break, the member shall receive a one (1) hour credit at straight time for the lunch hour. Such credit shall be added to the member's lieu time bank.

7:06 A member called back to duty by the Chief of Police, or Officer acting in his stead, on his/her normal off-duty time, shall receive a minimum credit of three (3) hours for the hour, or portion thereof, and hour for hour thereafter, and to be paid at time and one-half. A member ordered to stand-by for duty by the Chief of Police, or Officer acting in his stead, on his/her normal off-duty time, shall be

compensated at one-half regular rate, for time so spent and not at overtime rate. Such credit shall be added to the member's lieu time bank. (Minimum credit to be increased to four (4) hours effective January 1, 2016 and thereafter)

- 7:07 A member holding the rank of Sergeant or a member acting in that rank who is contacted during off duty hours in accordance with the supervision policy in relation to their duties as a supervisor shall receive a minimum one (1) hour credit. If such contact requires the member to attend the station then the minimum three (3) hour call out applies. Such credit shall be added to the member's lieu time bank.
- 7:08 There shall be a minimum of two (2) Police Officers on duty twenty-four (24) hours per day, seven (7) days a week. Officers may accompany each other on cruiser patrol during these time periods. The only exception is that after an attempt has been made to contact all members, there is no Police Officer available to work.
- 7:09 Duty Schedule shall be posted six (6) weeks in advance.
- 7:10 There shall be twenty-four hours notice of any shift change except in cases of emergency as determined by the Chief of Police, or to comply with the provisions of Article 7:04.
- 7:11 If a member's shift is changed within twenty-four hours of a scheduled tour of duty, the provisions of Article 9 (Overtime) shall apply; call out provision does not apply.
- 7:12 A member shall receive a shift premium of two hundred and sixty dollars (\$260.00) annually. Shift premiums to be paid with the last bi-weekly pay of the calendar year. For any member who is fired from the service or leaves the service the shift premium will be calculated proportionately.

ARTICLE 8 COURT TIME

- 8:01 Court time shall be deemed to be time spent by a member in attendance at any court, civil trial, inquest, inquiry or departmental trial or hearing as a Police Officer (excluding such time as he/she is required to spend in such tribunal for personal reasons), and shall include any time prior to or directly after the court session during which the member is required to complete duties in relation to the member's attendance.
- 8:02 When a member in his/her capacity as a Police Officer is required to attend court

in his/her normal off duty hours, he/she shall be paid at the rate of one & one half times his/her normal rate of pay for each hour or part thereof, worked court time. Such credit shall be added to the member's lieu time bank.

- 8:03 When a member is on Annual Vacation as per Article 10:01 of the Agreement, and is required to attend court, he/she shall receive an extra day of vacation in compensation as well as the present rate of pay for court attendance with a eight (8) hour minimum. Extra day of vacation will be taken at the discretion of the Chief of Police.
- 8:04 For the purpose of this Article, Annual Vacation shall be the member's annual vacation including regularly scheduled days off directly before, during, or after vacation for court scheduling purposes only.
- 8:05 When a witness fee is granted, it is to be paid to the Municipality.
- 8:06 A member, while on scheduled tour of duty, who is attending Court outside the Town of Gananoque shall be paid ten (10) dollars for lunch if the appearance continues through the lunch recess as determined by the Court.
- 8:07 In addition, if a member is unable to receive the one hour lunch period as per Article 7:05 due to court related duties, the member shall be credited with one hour at straight time. Such credit shall be added to the member's lieu time bank.
- 8:08 Provisions of Article 8 shall apply to retired members (collecting OMERS) with the exception of 8.03 and 8.05. Retired members shall be paid at the hourly rate of the current Collective Agreement for the rank level held on the date of his/her retirement. Such court time must be in connection with a case the retired officer was previously assigned.

ARTICLE 9 OVERTIME

- 9:01 Overtime shall be deemed to be any time spent in the employ of the Service in excess of a member's normal working hours, and shall include time worked before or after a member's tour of duty.
- 9:02 In the event that any member of the Association works overtime, he/she shall be paid at the rate of one and one-half times his/her normal rate of pay for each hour, or portion thereof, worked overtime. The member shall have the option of taking overtime, either in pay or time off, subject to the exigencies of the Service.
- 9:03 Accurate records of overtime worked shall be kept by the Chief of Police, or his designate, and shall be posted in a suitable area, open to inspection by any

member. Overtime shall be paid at the request of the member, or on the 15th day of December if not previously requested. Overtime records posted shall be updated bi-weekly by the Chief of Police or his designate.

ARTICLE 10 ANNUAL VACATION

- 10:01 The Board agrees that each member of the Association shall be entitled to vacation with full pay, on the following basis:
- (a) a member who has completed one (1) year's service shall have one hundred twenty (120) hours vacation,
 - (b) a member who has completed seven (7) years' service shall have one hundred sixty (160) hours vacation, effective January 1st 1999,
 - (c) a member who has completed fifteen (15) years' service shall have two hundred (200) hours vacation,
 - (d) a member who has completed twenty-two (22) years' service shall have two hundred forty (240) hours vacation,
 - (e) a member who has completed twenty-seven (27) years' service shall have two hundred eighty (280) hours vacation, effective January 1st, 1999.
- 10:02 Each member shall be entitled to at least forty (40) hours of vacation during the period between June 1st and September 30th each year. In order to ensure adequate supervision and platoon complement no division shall have more than 2 officers off at any given time.
- 10:03 Hours of vacation as noted above are based on the following: one week vacation equals forty hours vacation.
- 10:04 Where, in any year, a member 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 the member's name is removed from the pay sheet, or his/her resignation becomes effective. Time off-duty while on compensation from the Workplace Safety Insurance Board (WSIB) or non-paid leave of absence shall be used for the purpose of calculating vacations.
- 10:05 In determining annual vacation entitlement pursuant to this article, members shall be given recognition for previous police experience. Such credit shall be conditional on the following:
- (a) that the member was employed as a police officer at the time application for employment to the Gananoque Police Service was made.
 - (b) length of service to be limited to employment as a sworn police officer.
- 10.06 a) Up to a maximum of two (2) weeks of vacation entitlement can be

carried forward for one year only with the written approval of the Chief of Police.

b) If scheduled vacations are deferred for operational reasons at the request of the Chief of Police and cannot be rescheduled for that year they will be paid out or carried over with the approval of the Chief of Police.

c) In unusual circumstances the Chief of Police may approve a carryover in excess of (a) above.

ARTICLE 11 STATUTORY HOLIDAYS

11:01 Statutory holidays will be converted to hours based on the rate of eight (8) hours per day remaining to each member's credit.

11:02 All members of the Association coming within this Agreement shall be granted ninety-six (96) working hours off annually, in lieu of statutory holidays. For the purpose of this section, "working hours" shall be defined as the number of hours actually worked on the specific holiday, where applicable, or otherwise shall be defined as the normal tour of duty of the officer. Use of such statutory holidays to be taken at a time mutually agreed upon by the Chief /his designate, and the member. Where at the end of the calendar year the member has statutory holidays remaining, the member may carry these hours over to the next calendar year. Use of such hours carried over shall be subject to the discretion of the Chief of Police.

11:03 Any member required to work a full tour of duty on statutory holidays shall receive six (6) hours premium pay or an equivalent time off at the member's option to a maximum of ninety-six (96) hours in each year.

The Statutory Holidays shall be namely:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Family Day

ARTICLE 12 COMPASSIONATE AND SPECIAL LEAVE

12:01 Compassionate leave with pay shall be granted to a member up to three (3) consecutive days at the discretion of the member. Compassionate leave shall be granted upon the death of a parent, spouse, common law spouse or same sex

partner, child, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, or any person standing in loco parentis, and shall include relatives of the member's spouse, common law spouse or same sex partner, or any other person for whom the member is required to administer bereavement responsibilities. Should a member require additional compassionate leave, with pay, such leave shall not be unreasonably withheld.

12:02 A member shall be granted special leave, with pay, to a maximum of two (2) working days per calendar year upon approval of the Chief of Police or officer acting in his/her stead. Use of such leave shall be restricted to the following circumstances:

- (a) birth of a child,
- (b) adoption of a child when the child comes into the care/custody/control of the member,
- (c) illness of a family member,
- (d) marriage of a member (granted once only),
- (e) any other circumstances as approved by the Chief upon written application by the member. Such requests will not be unreasonably withheld

12:03 Additional leave, without pay, may be granted by the Chief upon written application. Members granted additional leave may use, at the discretion of the Chief, annual vacation, statutory holiday credits and accumulated time credits to substitute for working hours during such leave period.

ARTICLE 13 WORKPLACE SAFETY INSURANCE

13:01 All members shall be covered by the Workplace Safety Insurance Board (WSIB), regardless of rank or assigned duties.

13:02 A member who has been injured during the performance of his/her duty and has been accepted as a WSIB claimant shall:

- (a) continue to receive one hundred percent (100%) of net salary and shall remit, where applicable, to the Board any remuneration from the WSIB in relation to said net salary as long as the WSIB claim is in effect,
- (b) continue to receive full coverage of this Collective Agreement and the Board shall continue all benefit and pension contributions as if the member were not absent,
- (c) continue to accumulate vacation entitlement and, at his/her option, shall receive such accumulation upon return to duty in equal time off or pay in lieu thereof.

13:03 Exclusive of statutory holidays, net salary supplements and benefits as listed in

this Article shall continue until the earlier of:

- (a) the member returns to duty,
- (b) is no longer a member of the service,
- (c) the WSIB claim is disallowed, or,
- (d) the claim is converted to a WSIB pension.

13:03 The Board shall keep an accurate record of any payments made to, or on behalf of, any member, including Workplace Safety Insurance, and report the same as required by the Income Tax Act.

ARTICLE 14 HOSPITALIZATION, MEDICAL AND GROUP LIFE INSURANCE

14:01 The Board agrees to pay one hundred percent (100%) of the Group Life and Accidental Death & Dismemberment Insurance premiums with benefits as provided by the Manulife Financial benefit plan under Policy No G0024556 Class D – Police Officers.

14:02 The Board agrees to pay one hundred (100) percent of the cost of premiums for the single or family plan, as the case may be, for each member for the membership in the Hospital Insurance Plan (OHIP), Employer Health Tax (EHT), Manulife Financial Dental Plan, Manulife Financial Extended Care Plan as provided in Policy #G0024556 including benefits for chiropractic care, speech therapy, registered masseur, clinical psychologist to a maximum of five hundred dollars (\$500.00) per year per person covered. Physiotherapy to a maximum of one thousand dollars (\$1000.00) per year per person covered. Casted custom made orthotics to a maximum of four hundred dollars (\$400.00) per year per police officer. The Board shall provide a major restorative dental benefit on 50/50% basis with a maximum lifetime benefit of \$2000. Coverage for all benefits of the plan shall include any child of the member who is twenty-one (21) years of age and is attending an accredited educational institution. Such coverage shall continue until the child reaches the age of twenty-five (25) years of age or is no longer attending an accredited educational institution.

14:03 Current levels of coverage will remain, regardless of the carrier. Any amendments to the coverage must be by mutual consent of the Board and the Association.

14:04 The Board shall pay one hundred percent (100%) of the cost of premiums for the Manulife Financial Extended Health Insurance Plan, Manulife Financial Dental Plan, and if applicable, the Ontario Health Insurance Plan, or equivalent and provide coverage as specified in Article 14:05 (Vision Care) to all retired members including their spouse and children. Such Coverage for children of the

member who have attained the age of twenty-one (21) shall continue until the age of twenty-five (25) if the children are attending an accredited educational facility.

Such coverage shall continue from retirement until the retiree reaches the age of sixty-five (65).

14:05 The Board shall provide vision care, limited to eye examinations, prescription eyeglasses and prescription contacts to a member or dependent(s) to a maximum of three hundred and fifty dollars (\$350.00) per person in any twenty- four (24) month period, and further subject to a family maximum of one thousand & fifty dollars (\$1050.00) for a twenty-four (24) month period. Upon proof of payment for such services, the appropriate sum shall be paid to the member.

14:06 In addition, a member shall receive two thousand dollars (\$2000.00) upon proof of payment of laser eye surgery. This shall apply as a one time payment for the member only. Any member who resigns or retires within five (5) years of having received the laser eye surgery benefit shall reimburse the Board such monies received. As of January 1, 2006, those members that are within five (5) years of their early retirement date (no penalty) are not required to reimburse the Board if this benefit is received.

ARTICLE 15 SPECIAL ALLOWANCES

15:01 Uniform Cleaning Allowance: Members may be reimbursed for the cleaning of any article of uniform clothing or personal clothing, when used during the performance of his/her duties as approved by the Chief of Police.

15:02 Any member who is required to use his/her own vehicle in performance of his/her duty, including travel to and from a training facility or court, and who agrees to do so, shall be paid an allowance equivalent to the current Town of Gananoque rate for mileage.

15:03 If any member's motor vehicle is damaged while being used as described in the above paragraph, such damage shall be paid by the Board. If a member causes the motor vehicle to be damaged, the Board will not be responsible.

15:04 The Board will grant one (1) member eight (8) days off with pay to attend meetings deemed worthy of attendance by the Association

15:05 The Board shall pay the following to each member while attending any police training facility:

- (a) Allowance of fifteen dollars (\$15.00) per day.
- (b) Subject to the approval by the Chief of Police, a one-time payment of one hundred dollars (\$100.00) to each member attending to assist in the purchase of physical training equipment.
- (c) All expenses for books, tuition, meals, accommodations and mileage (as per 15:02). The member shall return any monies received from the training facility for mileage to the Board.
- (d) Where a member is directed to attend a course, seminar or other training session outside the Town of Gananoque where the member returns after the completion of each daily tour of duty, the member shall be paid for lunch an amount equal to that provided by the Town of Gananoque.
- (e) The Board shall grant each member one (1) day leave with pay as a travel day when such member attends any police training facility that is more than three hundred (300) kilometers from Gananoque, or where the member is required to attend the facility the day before the commencement of training. If the member travels to a police training facility that is less than three hundred (300) kilometers and pre-registration the day before is not required, the member shall be paid one and one-half times his/her normal rate of pay for each hour travelled for one round trip. Such credit shall be applied to the member's lieu time bank.
- (f) When a member is required to attend at Ontario Police College for Recruit Training as part of their conditions of employment, the Board shall initially pay the tuition and the member shall be required to pay back to the Board the same amount, without incurring interest, over two (2) years through bi-weekly deductions.

15:06 All members of the Police Service as a condition of employment must reside within a fifty (50) kilometre distance of the Police Station

15:07 When any member is required to act in a higher rank, the member shall be paid the differential between his/her rank and the acting rank.

15:08 Members who are qualified Breathalyzer Technicians and who are required to act in this capacity shall be paid the sum of five hundred dollars (\$500.00) annually. Payments to be made to eligible members on the first pay of the calendar year.

15:09 As approved by the Chief of Police, the Board shall reimburse a member for tuition after successful completion of any university, community college, or other course that is beneficial or relevant to his/her employment as a police officer. If the member resigns within five (5) years of receiving this benefit, the member

shall reimburse the Board for the monies paid.

ARTICLE 16 SALARIES

16:01 The Board agrees that, in accordance with this agreement, the Annual Salary of each member of the Bargaining Unit is set hereto in *Schedule A* and made part of this Agreement.

ARTICLE 17 LAY OFF AND RECALL

17:01 In the case of personnel reduction, the last member hired shall be the first person laid off. In the event of recall, the last person to be laid off shall be the first person brought back.

17:02 The Board shall not hire any new member until those laid off have been given the opportunity of recall.

ARTICLE 18 MATERNITY/PARENTAL LEAVE

18:01 Members shall be entitled to maternity/parental leave in accordance with the Employment Standards Act.

18:02 Members on maternity/parental leave during the period allowed by Employment Insurance (E.I.) provisions shall continue to accumulate seniority and credit for service for the purposes of salary and other increments with the following exception. Credit for service toward probationary service does not apply while a member is on maternity/parental leave.

18:03 The Board shall continue to provide the member with all benefits covered by this Collective Agreement, save and except statutory holiday credits as provided by Article 11 in this Agreement

18:04 Members while on maternity/parental leave during the period allowed by the Employment Insurance (EI) Act shall receive a rate of pay equivalent to the difference between the Employment Insurance maternity/parental benefits the member receives and seventy-five percent (75%) of their regular rate of pay.

ARTICLE 19 REQUEST FOR ALTERNATE POLICING SERVICES

19:01 Upon the request of the Town of Gananoque or the Gananoque Police Services Board for a costing of Police Services, the Board shall, prior to any disbandment, amalgamation or restructuring proceedings, negotiate, in good faith, with the Association, an Agreement regarding the disbandment, amalgamation or

restructuring of the Gananoque Police Service.

19:02 Issues to be negotiated shall include, but not restricted to the following:

- (a) costs involved in the transfer of pensions of police members from OMERS to the pension plan covering the Ontario Provincial Police, including costs involved in the transfer of pensionable time from one plan to the other.
- (b) a cash pay-out to the police member for accumulated sick leave.
- (c) a severance plan for those members not offered employment by the Alternate Police Force.
- (d) provisions dealing with members absent from duty by virtue of illness or injury at the date of disbandment.
- (e) provisions dealing with the rights and privileges of retired members of the Gananoque Police Service at the date of disbandment.

ARTICLE 20 RIGHTS OF RETIRED MEMBERS

20:01 The Board agrees that all rights and privileges under the Collective Agreement provided to retired members of the Gananoque Police Service shall continue to be provided in accordance with the Collective Agreement in effect between the Association and Board at the time of disbandment, amalgamation or restructuring of the Service.

ARTICLE 21 LEGAL INDEMNIFICATION

21:01 The Board shall indemnify a member of the police service for reasonable legal costs incurred,

- (a) in the defence of a civil action.
- (b) in the defence of a criminal prosecution, excluding a criminal prosecution in which the member is found guilty of a criminal offence
- (c) in the defence of a statutory prosecution.
- (d) in respect of any other proceeding in which the member's manner of execution of the duties of employment is or may be an issue. Without limiting the generality of "any other proceeding", such proceeding shall include a Coroner's inquest, any proceedings initiated by a public complaint, an investigation or inquiry under Part II of the Police Services Act, a public inquiry under the Public Inquiries Act, and any proceeding that may arise as a result of the assignment of the member to duties outside Ontario, whether the proceeding occurs in Ontario or outside Ontario,
- (e) during a SIU investigation.
- (f) in respect of an arbitration proceeding in accordance with Section 40 of the Police Services Act,

(g) in respect of a proceeding in accordance with subsection 47(2) and (4) of the Police Service Act,

21:02 A member shall not be indemnified under this Article for legal costs arising from:

- (a) a grievance or complaint under the Collective Agreement by the Board and the Association,
- (b) an action or omission of the member acting in their capacity as a private citizen,

21:03 The Board shall provide funds to a member who is eligible for legal indemnification under this agreement for a retainer and for interim payment of legal costs as reasonably requested by the member's counsel, upon application by the member, which application may be made on the following basis:

- (a) it appears that the member is entitled to indemnification of the costs for legal counsel arising under this Agreement and in the case of a criminal charge where the actions of the member in connection with the criminal charge appear to be consistent with the attempted performance of their duties as a Police Officer,
- (b) the funds applied for do not exceed the greater of five thousand dollars (\$5000.00), or fifty percent (50%) of reasonable legal costs, and in the event of a dispute, shall be determined by the Board's solicitor. If the interim legal costs increase over time, the member may apply for additional funds within the terms of this Article,
- (c) the member shall undertake to indemnify the Board for such funds if the member is not entitled to indemnification in accordance with this Agreement.

21:04 Where the member is a defendant in a civil action for damages because of acts done in the course of the member's employment or duties as a police officer, the member shall be indemnified for the necessary reasonable legal costs 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 the member as joint tort feasers at the Board's sole expense.
- (b) where the Board is joined as a party or elected to defend the action, but the solicitor retained on behalf of the Board and the member is of the view that it would be improper for the solicitor to act for both the Board and the member in that action.

21:05 For the purpose of legal indemnification under this Agreement, "reasonable legal costs" shall be based on the account rendered by the counsel performing the work

The account shall be subject initially to the approval of the Board's solicitor, and in the case of a dispute between the counsel rendering the account and doing the work and the Board's solicitor, the account shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division).

- 21:06 For the purpose of legal indemnification under this agreement, the reasonable legal costs incurred by a member shall be deemed to have been incurred by the member, notwithstanding that the member may have received financial assistance in respect thereof from the Association.
- 21:07 In the event that the member is party to proceedings outside Ontario for which the member is entitled to legal indemnification, the member shall also be entitled to be paid all reasonable out of pocket expenses associated with proceedings, and the members participation in the proceedings, including travel, accommodation and meal expenses.
- 21:08 In addition to the provisions of this Article, the Board recognizes the necessity of providing immediate legal advice to any member who, as the result of police duties, may be directly or indirectly involved in an occurrence investigated under the provisions of Part VII of the Police Services Act. The Board agrees that legal counsel(s) as approved by mutual agreement, shall be provided at the Board's expense, immediately after the occurrence and during the investigative period, for the purpose of providing legal advice and guidance to the officer or officers involved
- 21:09 Notwithstanding any reference or wording to the contrary in this Article, that at all times as between the police officer and counsel retained, the contract for legal services shall be as between the police officer and/or the Gananoque Police Association and retained counsel, and in no circumstances shall the Board be considered a contracting party with such counsel.
- 21.10 The Board and the Association will agree on a panel of lawyers who can act as Counsel to a member. Lawyers who have agreed to have their names placed on the panel list will be selected as Counsel on a rotational basis.

ARTICLE 22 SURVIVOR BENEFIT

For the purpose of this article,

- (a) "spouse" shall mean either of a man or woman or who,
- i) are married to each other,
 - ii) not being married to each other have cohabited continuously for a period of not less than five (5) years, or in a relationship of some

permanence where there is a child born of whom the member is one of the natural parents and has so cohabited within the preceding year.

- (b) “dependent child” shall mean a member’s child who is:
 - i) an unmarried person under the age of eighteen (18) years;
 - ii) an unmarried person over the age of eighteen (18) years but less than twenty- five (25) years of age and is in full time attendance at an accredited educational institution.
 - iii) a person over the age of eighteen (18) years who, by reason of mental or physical disability, is unable to earn a livelihood and includes
 - iv) any child of whom the member stood in loco parentis at the time of the member’s death.

22.01 Where a member is killed or dies as a result of injuries received in the performance of duties as a police officer, leaving a spouse and/or any dependent child or children, the Board shall pay to such spouse and/or dependent child or children, as the case may be, the following benefits:

- (a) the bi-weekly pay that the member would have received for a period of one year from the date of the member’s death,
- (b) a cash payout of one half of the member’s accumulated sick bank credits to a maximum of one half years salary,
- (c) a cash payout of all remaining vacation and statutory holiday credits that the member would have been entitled to had they worked the entire calendar year,
- (d) a cash payout of the member’s remaining lieu time and accrued hours.

22.02 In addition to the above benefits the Board shall continue to pay the premiums to provide coverage for the spouse and/or dependent child or children for the Manulife Financial Extended Health Insurance Plan, Manulife Financial Dental Plan, and Vision Care (Article 14:05). Such coverage shall continue until the spouse has equivalent coverage through re-marriage or employment or, in the case of the dependent child or children, are no longer eligible for coverage under the policy provisions. The President of the Association shall review on an annual basis the eligibility of the spouse and/or dependent children and shall report such eligibility to the Board.

22.03 Where a member dies to any other cause other than described above, the following shall be paid to the spouse and/or any dependent child or children or to the member’s estate:

- (a) a cash payout of one half the member’s accumulated sick bank credits to a maximum of one half years salary.
- (b) a cash payout of all remaining vacation and statutory holiday credits that the member would have been entitled to had they worked the entire calendar year,

(c) a cash payout of the member's remaining lieu time and accrued hours.

22:04 In addition to the above benefits the Board shall continue to pay the premiums to provide coverage for the spouse and/or dependent child or children for the Manulife Financial Extended Health Insurance Plan, Manulife Financial Dental Plan, and Vision Care (Article 14:05). Such coverage shall continue until the spouse has equivalent coverage through re-marriage or employment or, in the case of the dependent child or children, are no longer eligible for coverage under the policy provisions. The President of the Association shall review on an annual basis the eligibility of the spouse and/or dependent children and shall report such eligibility to the Board.

ARTICLE 23 DURATION

23:01 The terms and conditions of this agreement shall remain in full force and effect from January 1st, 2014 until December 31st, 2016 and thereafter until replaced by a new agreement, decision or award.

23:02 This agreement shall inure and be binding upon not only the parties hereto agreed, but also their respective successors and assignees.

23:03 Notwithstanding Section 119 of the Police Services Act, the Board and the Association will attempt to commence negotiations three months prior to the actual termination of the current Collective Agreement.

23:04 IN WITNESS WHEREOF the Police Services Board for the Corporation of the Town of Gananoque has executed this Agreement under the hands of the Chairperson and Secretary, respectively.

**THE BOARD OF COMMISSIONERS
OF POLICE**

PER:

ON BEHALF OF THE BOARD

SECRETARY

THE GANANOQUE POLICE ASSOCIATION

PER:

PRESIDENT

SECRETARY

SIGNED, SEALED AND DELIVERED at the Town of Gananoque, in the Province of Ontario,
this day of January 2014.

Schedule A – SALARY AND EXPERIENCE PAY - UNIFORM

EXPERIENCE PAY: entitlement to experience pay shall include all continuous credited service as a sworn officer in the Province of Ontario or as a member of the Royal Canadian Mounted Police prior to May 27, 2009, and thereafter based on years of continuous service with the Gananoque Police Service. It is understood that short breaks (for example – two (2) weeks) in continuous credited service will not break the continuous credited service.

Experience pay allowance shall be payable to uniform members of the Police Service as follows:
3% of First Class Constable Salary only after 8 completed years of continuous service;
6% of First Class Constable Salary only after 17 completed years of continuous service;
9% of First Class Constable Salary only after 23 completed years of continuous service.

Experience pay shall not be paid to any member:

- (a) Experience pay will not be provided for any period of time a sworn officer is under suspension as a result of a criminal charge(s). If the employee returns to active employment, there will be retroactive application of experience pay where the sworn officer is not found guilty
- (b) Who is convicted or found guilty of an offence under the Criminal Code or under the Police Services Act for a period of one (1) year subsequent to the date of such conviction or such finding of guilt under the Police Services Act, or for two (2) years subsequent to the date of such conviction or such finding of guilt under the Criminal Code.

Schedule A – SALARY AND EXPERIENCE PAY - UNIFORM

Sergeant Salary to equal one hundred, twelve and one-half percent (112.5%) of that of a First Class Constable.

Schedule A – SALARY AND EXPERIENCE PAY – UNIFORM

Uniform (First Class Constable)

2014:	January 1 – 1.5%	(\$87,119)
	July 1 – 1.6%	(\$88,513)
2015	January 1 – 1.5%	(\$89,841)
	July 1 – 1.6%	(\$91,278)
2016	January 1 – 1.5%	(\$92,647)
	July 1 – 1.6%	(\$94,129)