

POLICE COLLECTIVE AGREEMENT

2015 – 2018

between

THE GUELPH POLICE SERVICES BOARD

And

THE GUELPH POLICE ASSOCIATION INC.



INDEX

DEFINITIONS.....	6
1 RECOGNITION AND SCOPE	7
2 PERFORMANCE EVALUATIONS.....	7
3 PERSONNEL FILES.....	7
4 MANAGEMENT RIGHTS.....	7
5 ASSOCIATION DUES.....	8
6 HOURS OF WORK.....	8
6.1 GENERAL	8
6.2 LUNCH AND BREAK PERIODS.....	11
6.3 SHIFT PREMIUMS – 2 SHIFTS	11
6.4 SHIFT PREMIUMS – 3 SHIFTS	12
6.5 SHIFT CLARIFICATION	12
6.6 DUTY EXTENSION.....	12
7 PAYMENT FOR OVERTIME, COURT TIME, CALL OUT, ETC.	12
7.1 OVERTIME	12
7.2 COURT TIME	12
7.3 COURT OVERTIME	13
7.4 COURT BREAK.....	13
7.5 CALL OUT	13
7.6 MEAL ALLOWANCE.....	13
7.7 UNIFORM MEASURING	14
7.8 PAYMENT OF OVERTIME	14
7.9 STAND-BY PAY	14
7.11 STATUTORY PAY.....	14
7.12 MEETINGS.....	14
7.13 MANAGEMENT MEETINGS	14
8 ASSOCIATION BUSINESS.....	15
8.11 SERVICE/ASSOCIATION COMMITTEE	16
9 COMPASSIONATE LEAVE, MEDICAL LEAVE ETC.	16
9.1 COMPASSIONATE LEAVE	16
9.2 MEDICAL LEAVE	17
g) LTD	17
h) FAMILY LEAVE	18
j) TERMINATION OR PROMOTION	18
k) RETIREMENT OR DEATH	18
l) ACCRUAL DURING MEDICAL LEAVE.....	18
m) LEAVE – SPECIAL CIRCUMSTANCES.....	18
9.3 MARRIAGE LEAVE	19

9.4	PREGNANCY LEAVE.....	19
9.5	PARENTAL LEAVE.....	20
9.6	FAMILY MEDICAL LEAVE.....	20
10	PENSION.....	20
10.1	O.M.E.R.S.....	20
10.2	EARLY RETIREMENT	20
10.3	PAST SERVICE COSTS	21
10.4	MEMBER CONTRIBUTIONS	21
11	LIFE INSURANCE	21
12	MEDICAL BENEFITS.....	21
12.1	PLAN COVERAGE	21
12.2	HEALTH SPENDING ACCOUNT	22
12.3	BENEFITS COVERAGE.....	23
13	INJURY ON DUTY.....	23
14	TRAINING COURSES	23
14.1	RESPONSIBILITY	23
14.2	SCHEDULING.....	24
14.3	TRAVEL EXPENSES.....	24
15	EDUCATION LEAVE	24
16	TUITION ASSISTANCE.....	25
17	ANNUAL LEAVE	25
17.1	ENTITLEMENTS	25
17.2	PAID HOLIDAYS.....	25
17.3	GENERAL RULES	26
17.4	ANNUAL LEAVE ENTITLEMENT ON RETIREMENT	27
17.5	ANNUAL LEAVE SELECTION – ONE SHIFT	27
17.6	ANNUAL LEAVE SELECTION – TWO SHIFTS	27
17.7	ANNUAL LEAVE SELECTION – THREE SHIFTS.....	28
18	PLAIN CLOTHES REIMBURSEMENT.....	28
19	UNIFORMS.....	29
19.1	UNIFORM ISSUANCE.....	29
19.2	UNIFORMS – FORENSIC IDENTIFICATION UNIT	29
20	SALARIES.....	30
20.1	ANNUAL SALARY	31
20.2	POLICE EXPERIENCE PAY	32
20.3	INVESTIGATIVE SERVICES PAY.....	32
20.4	COACH OFFICER PAY	32
20.5	CANINE UNIT PAY.....	32
20.6	SPECIALIST PAY	33

20.7	METHOD OF PAYMENT	33
21	ACTING RANKS	33
22	PROMOTIONS	34
22.3	PROMOTIONAL REVIEW COMMITTEE	34
22.5	CANDIDATE ELIGIBILITY	34
22.6	CANDIDATE APPLICATION PROCESS	35
22.7	APPOINTMENT OF A PROMOTIONAL PANEL	35
22.8	PROMOTIONAL COMPETITION (4 STAGES)	36
22.9	IDENTIFICATION OF SUCCESSFUL CANDIDATES	38
22.10	CREATION OF PROMOTIONAL BANKS	38
22.11	CANDIDATE SELECTION FROM PROMOTIONAL BANKS	38
22.12	EXTERNAL CANDIDATES	39
23	BENEFITS TO BE CONTINUED	39
24	GRIEVANCE PROCEDURE	39
25	LEGAL EXPENSES	40
26	PART TIME MEMBERS	42
27	JOB SHARING	45
28	LAYOFF AND RECALL	48
28.1	SENIORITY	48
28.3	EMPLOYMENT AND SENIORITY RIGHTS	48
28.4	STAFF REDUCTION	48
28.5	BENEFITS	49
29	SPECIAL DUTIES	49
30	TERMINATION OR VARIATION	49

This agreement made this **26th** day of **September 2016**.

BETWEEN: The Guelph Police Services Board

Hereinafter called the Board of the first part

AND: The Guelph Police Association Incorporated

Acting on behalf of the Police Members of the

Guelph Police Service.

Hereinafter called the Association of the second part.

Witnesseth That:

Pursuant to the provisions of the *Police Services Act* (Revised Statutes of Ontario, 1990, Chapter P.15) and amendments thereto,

And in consideration of the mutual agreement and understandings herein,

The parties hereto covenant and agree as follows:

DEFINITIONS

- ASSOCIATION** - Shall mean the Guelph Police Association Incorporated.
- BOARD** - Shall mean the Guelph Police Services Board.
- CHIEF OF POLICE** - Includes Chief of Police's designate.
- DEPENDENT CHILD** - Shall mean a member's child who is:
- i) An unmarried person under the age of twenty-one (21) years; or
 - ii) An unmarried person age twenty-one (21) years or over but less than twenty-five (25) years of age and is in full-time attendance at a school, community college, university or other educational institute; or
 - iii) A person age twenty-one (21) years or over, but less than age sixty-five (65), who by reason of mental or physical disability is unable to earn any livelihood.
- EMERGENCY** - Shall mean a sudden or unexpected happening or situation, demanding prompt action.
- EXIGENCIES OF THE SERVICE** - Shall mean maintenance of an adequate police service as determined by the Board and/or the direction of the Chief of Police.
- JOB SHARE MEMBER** - Shall mean any member of the Guelph Police Service who occupies a full time position as set out in Article 27, and who shares the full time hours of that position with another police member.
- MEMBER** - Shall mean all police members within the Guelph Police Association Incorporated but does not include any members of the Senior Officer's Association, Deputy Chief, Chief of Police nor any member who is not a police officer.
- P.A.O.** - Shall mean the Police Association of Ontario.
- PART TIME MEMBER** - Shall mean any member who is appointed to the Service in a part time capacity in a position as set out in Article 26.
- SENIORITY** - Shall mean a member's continuous service from the date upon which a member commenced appointment with the Board, unless otherwise adjusted as stipulated within the terms of this collective agreement.
- SERVICE** - Shall mean the Guelph Police Service, unless otherwise stipulated within the terms of this collective agreement.
- SPOUSES** - Shall mean two persons who are married to each other or two persons who are not married to each other but have cohabited for a period of not less than one (1) year or are in a relationship of permanence if they are the natural or adoptive parents of a child.

Wherever the singular or masculine is used in the agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

1 RECOGNITION AND SCOPE

The Board recognizes the Association as the sole collective bargaining agent for the members of the Guelph Police Service.

The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion exercised or practised by the Board or the Service with respect to any member of the Service because of their membership or connection with the Association, and that membership in the Association by members of the Service who are eligible to join will not be discouraged.

The Association agrees that there will be no discrimination, interference, restraint, intimidation, or coercion exercised or practised by the Association or any of its members with respect to any member of the Service or Board.

2 PERFORMANCE EVALUATIONS

- 2.1** Performance evaluations will be completed annually according to the member's anniversary date until the member reaches the top of the annual salary grid, and then every two (2) years after reaching the top of the annual salary grid. When a formal evaluation of a member is made, the member concerned must be given an opportunity to sign the evaluation form in question upon its completion to indicate that its contents have been read. A copy of the evaluation form will be provided to the member at that time upon request.
- 2.2** The Service's representative who assesses a member's performance must have observed or been aware of the member's performance for at least one half (1/2) of the period for which the member's performance is evaluated up to six (6) months of observation.

3 PERSONNEL FILES

- 3.1** The Board agrees not to introduce as evidence in a hearing any document under control of the Board from the file of a member relating to disciplinary action, the content of which the member was not aware of at the time of filing, or within a reasonable period thereafter of the member being made aware of the filing.
- 3.2** When a report is placed on a member's file, the member concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.
- 3.3** Upon written request of a member to Human Resource Services, the personnel file of that member shall be available for personal examination within a forty-eight (48) hour period excluding weekends and statutory holidays.

4 MANAGEMENT RIGHTS

- 4.1** The Association and its members recognize and acknowledge that subject to the provisions of the *Police Services Act R.S.O. 1990, c. P.15.*, and *Regulations* thereto, it is:
 - a)** The exclusive function of the Board to maintain order, discipline and efficiency and appoint the members of the Service; and
 - b)** The function of the Executive Management Team to hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any Police Officer provided that a claim for discriminatory promotion, demotion or transfer, or claim that a member has been discharged or disciplined without reasonable excuse, may be the subject of a grievance and dealt with as hereinafter provided.

5 ASSOCIATION DUES

- 5.1** All members on their date of appointment shall be deemed to be members of the Guelph Police Association Incorporated for the purpose of dues.
- 5.2** The Service shall deduct in bi-weekly instalments an amount equivalent to the Association dues from each full time, part time and temporary member. This sum so deducted shall be remitted to the Association bi-weekly with the names of the members and the amount deducted. In respect to the foregoing, the Association shall save the Service and all its representatives harmless for such deductions.
- 5.3** When remitting such dues including L.T.D. payments, the Board shall provide the Association with the names, current addresses and classifications of the members from whose pay such deductions have been made, together with the names, current addresses, and classifications of any members who have, since the last payment, ceased to be employed by the Board.

6 HOURS OF WORK

6.1 GENERAL

a)

- i)** The normal hours of work shall be forty (40) hours per week on either a five (5) day schedule based on a continuous eight (8) hour work day or a four (4) day schedule based on a continuous ten (10) hour work day. Each member working the eight (8) hour schedules shall be granted two (2) consecutive off days in seven (7). Each member working the ten (10) hour schedules shall be granted a minimum of two (2) consecutive off days in seven (7) and no less than twelve (12) off days in a twenty-eight (28) day rotation. The Service will provide notice to the Association regarding any intent to change schedules and such changes shall be mutually agreed upon between the Service and the Association. Should the parties be unable to reach an agreement, either party has the right to submit the matter for conciliation and/or arbitration.
- ii)** In general the working hours for members working one (1) shift shall be from Monday to Friday.
- iii)** Members working Monday to Friday may be allowed to work restructured hours based on a continuous eight (8) or ten (10) hour work day. These hours are to be mutually agreed upon between the member and the member's supervisor.
- iv)** In the event that any other special units are established, their hours of work will be negotiated prior to the unit's implementation. Should the parties be unable to reach an agreement, either party has the right to submit for conciliation and/or arbitration of the matter.
- v)** It is recognized that problem oriented community based policing requires members to have flexible work schedules. Members required to attend meetings or community events, regardless of which shift schedule the member is assigned, shall have their work schedules adjusted by the immediate supervisors whenever possible to conform with the schedule of the meeting or event. This change shall be mutually agreed upon between the member and member's supervisor.

b) Members assigned to the following units are subject to the conditions set out in clause 6.1 a) i):

- i)** Public Information Officer;
- ii)** School Safety, VIP, High School Resource Officers;
- iii)** Professional Development and Recruiting Unit;
- iv)** Court Services Supervisor;
- v)** Professional Standards;
- vi)** Property and Evidence;

- vii) Information System Services; and
- viii) Communications Supervisor.

c) The compressed work week, known as the 5/35 work schedule, are to be the hours of work to be worked by the members of the Neighbourhood Teams.

i) Hours of Work

- Day platoon shift - ten (10) hours
- Afternoon platoon shift - ten (10) hours
- Night platoon shift - eight (8) hours

The start time for the day shift platoon, the afternoon shift platoon and the Night shift platoon will be at the discretion of the Chief of Police. These times may be altered from time to time as necessary to provide adequate police service.

ii) Platoon Rotations and Days Off

Four (4) day platoon shifts; followed by two (2) days off; followed by seven (7) night platoon shifts; followed by six (6) days off; followed by four (4) afternoon platoon shifts; followed by two (2) days off; followed by three (3) day platoon shifts; followed by two (2) days off; followed by three (3) afternoon platoon shifts; followed by two (2) days off.

Change of shift may be permitted but shall be dependent on the approval of the respective supervisors. Additional premiums and/or overtime are not applicable except if the normal period of duty is extended; then such extension is subject to overtime in accordance with the terms of this agreement. Exchanging of shifts will not be permitted to regularly change the set schedule rotation. Prior to a member changing shifts with another member the supervisor shall ensure the approval is dependent on:

- a) The member being unable to use any type of leave or overtime to achieve the desired time off, dependent on the number of staff scheduled to work;
- b) Availability of sufficient and appropriate level of skills required by platoon;
- c) The request is one member for one member and involves the same work area (patrol/patrol; traffic/traffic or criminal/criminal); and
- d) The request is submitted in writing and includes the reciprocal work arrangement of the initiating officer. If the reciprocal work date has not been determined at the time of the request, it will be so determined within 2 (two) weeks from the date of the request and forwarded to the supervisor. The supervisor shall ensure the request does not create double shifts for the members.

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

e) The Investigative Services Division – General Investigations and Special Projects, Sexual Assault and Child Abuse Units shall work a shift system commonly known as a "4 – 10" system with a 21 (twenty-one) day rotation: 4 day shifts, 3 days off, 2 afternoon shifts, 2 days off, 3 day shifts, 2 days off, 3 afternoon shifts, two days off. Each of the units will be in various stages of the schedule, allowing for at least one of the units to be available, except on afternoons over the weekend. Shifts will be ten (10) hours continuous duration.

- f) The Investigative Services Division – Identification Youth and Fraud Units shall work a shift system commonly known as a “4 – 10” system. The shift rotation will commence on a Tuesday with four (4) day shifts, two (2) days off, followed by four (4) day shifts, three (3) days off, followed by four (4) afternoon shifts, four (4) days off. Members will work a 4 – 10 shift system consisting of a 21 day rotation. Shifts will be ten (10) hours continuous duration. Day shift will commence at 07:00 hours and the afternoon shift will commence at 14:00 hours. One Identification officer will be placed on call when there are no persons scheduled to work that day. Youth and Fraud will work a compressed 4 – 10 shift system consisting of a 14 day schedule as follows; commencing on a Monday, four day shifts, four days off, followed by four afternoon shifts, two days off. Shifts will be 10 hours continuous duration. Day shift will commence at 08:00 hours and the afternoon shift will commence at 14:00 hours for Youth and 12:00 hours for Fraud.
- g) The Drug and Intelligence Units will work a Monday to Friday schedule of eight (8) hour shifts. The shifts shall alternate between days and afternoons subject to the needs of the units.
- h) The night shift shall commence at 23:30 hours on the day immediately prior to the day worked. Night shift is the first (1st) shift of the calendar day.
- i) The Tactics and Rescue Unit shall work a shift system commonly known as a “4 – 10” system.

Week 1

Day	S	M	T	W	T	F	S
Team 1	Off	Off	Day	Training	Day	Day	Off
Team 2	Off	Off	Off	Training	Night	Night	Night

Week 2

Day	S	M	T	W	T	F	S
Team 1	Off	Off	Off	Training	Night	Night	Night
Team 2	Off	Off	Day	Training	Day	Day	Off

- j) The Serious Crime Unit will work a Monday to Friday schedule of eight (8) hour shifts. The shifts shall alternate between days and afternoons subject to the needs of the Service.
- k) The Technological Crimes/Internet Child Exploitation (ICE) Unit shall work a shift system, commonly known as a “4-10” system as follows:

Week 1

Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Technological Crime	OD	OD	Day	Day	Day	Day	OD
ICE	OD	Day	Day	Day	Day	OD	OD

Week 2

Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Technological Crime	OD	Day	Day	Day	Day	OD	OD
ICE	OD	OD	Day	Day	Day	Day	OD

Hours of work will be 07:00 hours to 17:00 hours

l) The High Enforcement Action Team shall work a shift system as follows:

Week 1 - Afternoons: 18:00 hours to 04:00 hours:

Day	M	T	W	T	F	S	S
HEAT	Off	Off	Afternoon	Afternoon.	Afternoon	Afternoon	Off

Week 2 - Days: 07:00 hours to 17:00 hours:

Day	M	T	W	T	F	S	S
HEAT	Off	Day	Day	Day	Day	Off	Off

- m) The start time for any unit's day, afternoon or night shift will be at the discretion of the Chief of Police. Members may be allowed to work restructured hours based on a continuous ten (10) hour work day. These hours are to be mutually agreed upon between the member and member's supervisor.
- n) The parties agree to form a Joint Police/Civilian Shift Schedule Committee, comprised of the Police Services Board, the Association and Executive Management Team, to conduct a review of the current shift schedules within the collective agreements. The goal of the committee is to recommend a new or modified shift schedule to provide better service to the community, to improve efficiency, to better match resources to demand for services, and contribute to health and work life balance.

6.2 LUNCH AND BREAK PERIODS

- a) A member shall be assigned a paid one (1) hour lunch period which may commence any time upon completion of two and one half (2½) hours of duty and such period will not normally extend beyond the completion of seven (7) hours into the scheduled shift. When the requirements of the Service do not permit the taking of the assigned lunch period, the supervisor may assign another lunch period during the shift or shall credit the member's overtime bank with one (1) hour at straight time. All banked hours for missed lunch periods shall be taken in time off only.
- b) Subject to clause 6.2 a), a member who is granted permission to be excused from duty for part of a shift and who utilizes annual leave or banked time to extend the duty period to a full shift shall be credited a paid one (1) hour lunch period for that duty shift.
- c) Subject to clause 6.2 a), a member who is granted permission to utilize unpaid leave of absence to be excused from duty from any part of the shift shall have their lunch period prorated accordingly.
- d) A member will be allowed one (1) fifteen (15) minute break for the first (1st) half (½) of the shift worked and one (1) fifteen (15) minute break for the second (2nd) half (½) of the shift worked.

6.3 SHIFT PREMIUMS – 2 SHIFTS

The Board shall pay to each member working two (2) shifts and has less than eight (8) years of service an annual premium of three hundred and fifty dollars (\$350.00) prorated on the regular straight time hours of work and paid on the bi-weekly pay.

6.4 SHIFT PREMIUMS – 3 SHIFTS

The Board shall pay to each member working three (3) shifts and has less than eight (8) years of experience an annual premium of five hundred dollars (\$500.00) prorated on the regular straight time hours of work and paid on the bi-weekly pay.

6.5 SHIFT CLARIFICATION

For the purpose of clarification of clauses 6.3 and 6.4, the member shall be deemed to be working two (2) shifts if the conclusion of any of their regular working shifts exceeds 18:00 hours and the member shall be deemed to be working three (3) shifts if the conclusion of any of their regular working shifts exceeds 02:00 hours.

6.6 DUTY EXTENSION

- a) The normal period of duty may be extended by or under the direction of the immediate supervisor on any particular day or for a specified period with respect to any member or members of the Service and nothing in this collective agreement shall affect the obligation of any member to carry out any lawful orders or to attend at any time to any matters to which it is his or her duty as a member to attend.
- b) The Service will endeavour to give a member a minimum of forty-eight (48) hours' notice preceding any change in their schedule excluding training, call outs, court time, or overtime as otherwise covered within this collective agreement.
- c) In the event that a member's schedule is changed without the member's consent and contrary to the provision of clause 6.6 a) the member shall receive overtime for that shift or the first (1st) shift of the new schedule.

6.7 Members subject to transfer as a result of a position posting will receive a minimum of seven (7) days advance notice before such transfer.

7 PAYMENT FOR OVERTIME, COURT TIME, CALL OUT, ETC.

7.1 OVERTIME

When the normal period of duty of any member of the Service is likely to extend beyond the completion of their normal duty shift, the member shall seek the approval of their immediate supervisor, or in the absence of an immediate supervisor, the station duty supervisor, to work overtime as required. Where approved, a member working one-half (½) hour or more up to one (1) hour shall be paid for one (1) hour at one and one-half (1½) times their hourly rate.

For each consecutive half (½) hour or part thereof, such member shall be paid one and one-half (1½) times their hourly salary for the half (½) hour.

7.2 COURT TIME

Any member attending court or an inquest during their off-duty time for reasons pertaining to their duties as a member of the police service shall be paid four (4) hours overtime per attendance. Morning and afternoon attendance shall be counted as separate appearances. A member required to attend court or an inquest during a period of annual or statutory leave shall be allowed twelve (12) hours overtime for each day. There will be no deductions from annual or statutory leave banks where the member is required to attend court or required to attend to court during a period of annual or statutory leave. Members served subpoenas or summons for incidents with their previous police service will be compensated by this Service in accordance with clause 7.2. Morning court shall be deemed to end at 13:00 hours. If any member is required to attend court beyond 18:00 hours, the time after 18:00 hours shall be considered a separate appearance.

7.3 COURT OVERTIME

Members attending court which commences during their regular shift and extending beyond the period of their shift will be paid at the overtime rate for the period of duty that extends beyond one half (½) hour or more in excess of the regular tour of duty. Members who are scheduled for court and have been served a subpoena are not permitted to request and/or sign for any form of leave for that court date.

A retired member who, under subpoena/summons is required to attend court, an inquest or any other board/tribunal where he or she is scheduled to give evidence as a result of the performance of his or her former duties with the Guelph Police Service, shall be reimbursed at the following rates:

- a) One hundred and fifty dollars (\$150.00) for a morning appearance;
- b) A further one hundred and fifty dollars (\$150.00) for an afternoon appearance; and
- c) Twenty dollars (\$20.00) for lunch if the member is required for an afternoon appearance.

7.4 COURT BREAK

When a member is required to attend court between consecutively scheduled shifts, and the member's hours of work prior to the court attendance conclude beyond 03:00 hours, the member shall be entitled to eight (8) consecutive rest hours after the conclusion of the court appearance before reporting for duty for their next shift.

Court break hours shall not be deducted from a member's annual leave, statutory leave, overtime, or sick bank.

7.5 CALL OUT

- a) Upon called to extra duty, whether voluntary or upon orders of the Chief of Police or designate, the Board shall pay four (4) hours overtime for the first (1st) hour spent on duty or portion thereof and one (1) hour overtime for each subsequent hour spent. Call out shall include calling a member to return to duty after their shift has concluded and the member has left the premises of the Police Service but does not include being required to attend to duty two (2) hours or less before their shift commences, or attendance at court. More than one (1) call out within two (2) hours shall be deemed to be one (1) call out. If a member is called out during their annual or statutory leave, the member shall be allowed a minimum of twelve (12) hours of overtime and an additional day in lieu.
- b) Where a work assignment has been pre-arranged more than seventy-two (72) hours in advance, the member shall be paid overtime in accordance with clause 7.1. Cancellation of a pre-arranged work assignment must be made no less than twenty-four (24) hours prior personally or by leaving a message at the member's home. If not, the member reporting for duty shall be compensated for their attendance with one (1) hour of pay calculated at one and one half (1½) times their hourly rate.
- c) Members who are required to perform services over the telephone or electronically, without having to return to the workplace will be compensated with a minimum payment of thirty (30) minutes overtime for these services.

7.6 MEAL ALLOWANCE

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

- a) Four (4) hours beyond the end of the member's regularly scheduled eight (8) hour shift; or
- b) Two (2) hours beyond the end of the member's regularly scheduled ten (10) hour shift.

7.7 UNIFORM MEASURING

When being required to report for the measuring of uniforms or other apparel, no overtime shall be granted. If after the initial measurement it is necessary to be re-measured or refitted, clause 7.7 will not apply and overtime will be granted. If a member is on leave or attending a training course, the member shall not be required to attend until a more convenient time.

7.8 PAYMENT OF OVERTIME

- a) Overtime shall be paid at time and one half (1½) of the individual member's straight time rate of pay or as set out within the relevant clauses of this collective agreement.
- b) Members shall have the option of banking up to a maximum of seventy (70) hours of overtime for time off at a later date.
- c) Members who elect to bank such time will have the option of converting banked time to paid time on the first (1st) regular pay day in June and December of each calendar year.
- d) Members may be required to utilize any banked time upon notice of resignation until the termination date with the exception of any scheduled court time.
- e) Upon termination, resignation, or retirement, any outstanding banked time will be paid out at the member's current rate of pay, with the exception of missed lunches which are not eligible for pay out.
- f) Upon a change in rank, a member shall be entitled to carry over a maximum of thirty-five (35) hours of banked overtime to be paid out in their new rank. All remaining banked overtime hours shall be paid out at the member's rate of pay prior to the change in rank.

7.9 STAND-BY PAY

Stand-by duty shall mean the period of time when a member is off duty and has been notified to be available for duty, and shall also be known as being "on call." The Board shall pay to any member on call at the rate of fifty dollars (\$50.00) per day in addition to the salary of the member, which shall be paid on the first (1st) pay day in June and in December. Stand-by shall be in addition to any benefits to which a member shall be entitled under clause 7.5 hereof.

- 7.10** One (1) Identification Officer and one (1) Breathalyzer Operator are to be designated as being on stand-by at all times deemed necessary by the Chief of Police.

7.11 STATUTORY PAY

Every member required to work on a statutory holiday as per the *Employment Standards Act, 2000 S.O. c.41* shall be paid at the rate of time and a half (1½) for the time so worked.

7.12 MEETINGS

Members who request and are granted permission to attend meetings during their off hours shall have the option of payment at time and a half (1½) their regular rate of pay for all hours in attendance or banking such time at time and a half (1½) to be taken at a later date.

7.13 MANAGEMENT MEETINGS

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

8 ASSOCIATION BUSINESS

- 8.1** The President of the Association shall receive twenty (20) hours per week off from regular duties for the purpose of carrying on the business and affairs of the Association without loss of pay or benefits. In this regard, the Association agrees to reimburse the Service the cost of five (5) hours of the President's regular straight time salary.

The Chief of Police reserves the right to assign the President to available duties in order to minimize disruption to the Service. In this regard, the Chief of Police shall not act in an arbitrary and discriminatory manner or in bad faith.

The twenty (20) hours shall be in addition to any other entitlements under this article.

- 8.2** Four (4) members of the Association Board will each be allowed five (5) consecutive days and essential travelling time, with no loss of salary, to attend the P.A.O. Annual Convention. A fifth (5th) member may be allowed at the discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.3** Three (3) members of the Association Board will each be allowed consecutive days off and essential travelling time, with no loss of salary to attend two (2) two (2) day and one (1) three (3) day Executive Board Meeting per year of the P.A.O. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.4** If a member of the Association is elected or appointed to the Board of Directors of the P.A.O., such member will be granted time off, with no loss of salary, to attend two (2) two day and one (1) three (3) day Executive Board Meeting and one five (5) day Annual General Meeting of the P.A.O. and ten (10) days for Board of Directors meetings of the P.A.O. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.5** The members of the Association Board shall be entitled, if on duty, to attend a maximum of twelve (12) Board and/or general meetings of the Association with no loss of salary at the discretion of the Chief of Police or designate. This provision shall be limited to a maximum of six (6) police officers. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.6** Members of the Association bargaining committee shall be granted such time off with no loss of salary, as is required to carry out their bargaining respecting negotiations, conciliation or arbitration between the Board and the Association. In the event that a member of the bargaining committee is scheduled to work any shift on the day of the aforementioned meetings between the Board and the Association, their shift shall be changed to accommodate the meeting. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.7** A member, duly elected or otherwise authorized by the Association for the purpose, shall be granted leave of absence with no loss of salary to attend Association related training courses, conferences and/or seminars at the sole discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.8** The President of the Association or a designate will be allowed two (2) consecutive days and essential traveling time per year, with no loss of salary, to attend two (2) two (2) day P.A.O. Civilian Meetings annually. Any request for a discretionary leave under this provision will not be unreasonably denied.
- 8.9** One (1) member of the Association shall be allowed three (3) consecutive days per year and essential traveling time, with no loss of salary, to attend the Canadian Police Association (CPA) Annual General Meeting. A second (2nd) member may be allowed such leave at the discretion of the Chief of Police or designate. Any request for a discretionary leave under this provision will not be unreasonably denied.

8.10 One (1) member of the Association shall be allowed three (3) consecutive days per year and essential traveling time, with no loss of salary, to attend the CPA Annual Executive Board Meeting. A second member may be allowed such leave at the discretion of the Chief of Police or designate.

8.11 SERVICE/ASSOCIATION COMMITTEE

- a) The parties agree that there will be a Service/Association Committee comprised of four (4) representatives from the Service, two (2) of whom shall be the Chief of Police or designate and the Deputy Chief or designate, with the remaining two (2) Service representatives at the direction of the Chief of Police, and four (4) representatives of the Association, one (1) of whom shall be the President of the Association. Other representatives may be invited by mutual consent dependent on the agenda.
- b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of the Chair and Secretary shall be alternated between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any. Copies of the record shall be provided to Committee members.
- c) The purpose of the Committee includes:
 - i) Promoting and providing effective and meaningful communication of information and ideas; and
 - ii) Making joint recommendations on matters of concern.
- d) The Service agrees that there will be no loss of salary for attendance of such meetings during regular working hours.

8.12 Members of the Association job evaluation committee shall be granted such time off, with no loss of salary, as is required to carry out their role through the job evaluation process between the Police Service and the Association. In the event that a member of the job evaluation committee is scheduled to work any shift on the day of the aforementioned meetings between the Police Service and the Association, their shift shall be changed to accommodate the meeting. Any request for a discretionary leave under this provision will not be unreasonably denied.

9 COMPASSIONATE LEAVE, MEDICAL LEAVE ETC.

9.1 COMPASSIONATE LEAVE

- a) Five (5) consecutive scheduled working days compassionate leave with full pay and without loss of seniority shall be granted on application to the immediate supervisor. Such leave shall be taken in conjunction with either the funeral or a memorial service as may be applicable. The relationship to the member shall be any of the following: wife, husband, common-law spouse, same sex partner, child, step-child, father, step-father, mother, step-mother, brother, step-brother, sister, or step-sister.
- b) Three (3) consecutive scheduled working days compassionate leave with full pay and without loss of seniority shall be granted on application to the immediate supervisor. Such leave shall be taken in conjunction with either the funeral or a memorial service as may be applicable. The relationship to the member shall be any of the following: father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchild.
- c) One (1) scheduled working day compassionate leave with full pay and without loss of seniority shall be granted on application to the immediate supervisor. Such leave shall be taken in conjunction with either the funeral or a memorial service as may be applicable. The relationship to the member shall be any of the following: aunt or uncle, spouse's aunt, spouse's uncle, niece, or nephew.

- d) Additional time may be granted at the discretion of the Chief of Police or designate. Such extra time may be charged against the member's accrued sick leave credit and/or annual leave, statutory leave or banked overtime, as the member designates.

9.2 MEDICAL LEAVE

- a) All members will be credited with equivalent of ten (10) hours per month. Of each year's credit not used as sick leave or leave of absence, such time shall be carried forward from year to year, such accumulation to be added monthly. Sick days shall be counted as normal working days only.
- b) Application for leave on medical grounds must be reported upon and recommended by the member's physician with the understanding that the applicant may be required to submit to an examination by another physician named by the Board.
- c) A member may utilize sick leave allowance for absence from scheduled work:
 - i) For the purpose of attending any medical examination or treatment required for the said member. Such time to be deducted from their accumulated sick leave. The said member shall submit a report to their immediate supervisor requesting the time off and such report shall specify the reason for the request'
 - ii) Caused by non-work related exposure to contagious disease that in the opinion of the Medical Officer of Health or as contained in the Department of Public Health Regulations might endanger the health of other members or the public by attendance on duty'
 - iii) For periods of illness or hospitalization; and
 - iv) In any calendar year, up to twenty (20) hours of leave accumulated under clause 9.2a) may be used for the purpose of providing care to a dependent child, including step relationships, during periods of the dependent child's illness.
- d) Members who are absent from work due to illness or injury which is not work related for a period of four (4) or more consecutive shifts or where there are reasonable grounds to believe that sick leave is being abused, may be required to provide a medical certificate to:
 - i) Qualify for sick benefits; and
 - ii) Provide proof of fitness to return to full duties or restrictions for modified work; or
 - iii) To remain off duty as directed by a medical doctor.
- e) Subject to clause 9.2 d) above, members whose absence extends to fourteen (14) consecutive scheduled working days shall on the fourteenth (14th) day and for every subsequent fourteen (14) working days file a medical certificate with Human Resource Services, unless the medical certificate states a greater time period. However, the maximum period shall be no greater than ten (10) calendar weeks, at which time the member must be reassessed.
- f) Members will be reimbursed for any fee charged for the completion of a medical certificate by the medical physician.

g) LTD

The parties agree that the Association will determine the terms and scope of the LTD plan, available through La Capitale (the Board and municipality's LTD insurer), that they wish to enter as soon as practicable. The Board will hold and administer (including the deduction and remission of the premiums) the policy of the plan chosen by the Association. The premiums will be paid by the members of the Association. The parties will cooperate to facilitate the transition as early as possible and will draft appropriate language for inclusion in the collective agreement.

h) FAMILY LEAVE

Any member may be granted up to forty (40) hours leave of absence per calendar year to attend to emergent primary care for seriously ill dependents or family members or childbirth by spouse. A dependent or family member shall include spouse (includes common-law and same sex spouse), sibling, child, parent, grandparent, and grandchild, including step-relationships provided such approval does not reduce the member's sick leave bank to less than one hundred and twenty (120) hours. The Chief of Police or designate has discretion to waive this requirement in appropriate circumstances. Where a member has less than one hundred and twenty (120) hours banked sick credits, they may still request up to forty (40) hours of leave to be taken as unpaid leave or charged against annual leave, statutory leave or banked overtime.

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

j) TERMINATION OR PROMOTION

On termination of appointment or promotion to the Senior Officers Association all members with ten (10) years or more of continuous appointment shall be entitled to an amount equal to their salary or wages for one-half (1/2) the number of hours to their credit but in any event not in excess of one-half (1/2) years' earnings at the rate of pay in effect immediately prior to termination of appointment or promotion in accordance with the provisions of section 207, clause 47, Municipal Act, R.S.O., 1990, c.M45. Such payment is to be computed on the basis of a work year of two thousand and eighty (2,080) hours. For members hired subsequent to January 4th, 2007, there shall be no payout on termination or promotion.

k) RETIREMENT OR DEATH

On normal retirement or death of all members with ten (10) years or more of continuous appointment, their beneficiaries or estates shall be entitled to an amount equal to their salary or wages for one half (1/2) the number of days to their credit, but in any event not in excess of one half (1/2) years' earnings at the rate of pay in effect immediately prior to termination of appointment or death, in accordance with the provisions of section 207, clause 47, Municipal Act, R.S.O., 1990 c.M45. Such payment is to be computed on a basis or a work year of two thousand and eighty (2,080) hours. For members hired subsequent to January 4, 2007, there shall be no payout on retirement or death.

l) ACCRUAL DURING MEDICAL LEAVE

Sick leave allowances will discontinue accruing one (1) year from the date a member begins to receive LTD benefits or is on sick leave for one (1) year.

A member hired prior to July 15, 2010 and who was, as of that date, in receipt of LTD benefits or on sick leave beyond the time limitations noted above, was entitled to accrue annual leave and sick leave allowances up to the effective date. A member who was in receipt of LTD benefits or on sick leave prior to the effective date and who had returned to work as of the effective date was entitled to accrue annual leave and sick leave allowances for the full period that member was in receipt of such LTD benefits or such sick leave.

m) LEAVE – SPECIAL CIRCUMSTANCES

Application for leave in excess of that provided above may be granted by the Chief of Police or designate at his or her sole discretion. Any time so granted shall be charged against the member's accrued sick leave credits unless the member has less than one hundred and twenty (120) hours banked sick credits, in which case the leave will be charged in order against annual leave, statutory leave or banked overtime; unpaid leave will be a last resort.

9.3 MARRIAGE LEAVE

Marriage leave with no loss of pay and without loss of seniority shall be granted by the member's Division Senior Leader not exceeding three (3) days for the purpose of getting married. The member will have the option of charging any additional time against their accrued sick leave credits, provided such approval does not reduce the members' sick leave bank to less than one hundred and twenty (120) hours or accumulated overtime. Such leave must be taken immediately prior to or following the marriage and/or approved leave attached to the time of the wedding.

9.4 PREGNANCY LEAVE

- a) Pregnancy leave is granted to permit a member to return from leave to the same position, if it still exists, or a comparable position in terms of work setting and level of responsibility at the same rate of pay as that received by the member at the time of commencing the leave, or the rate the member would have been earning had the member worked throughout the leave, whichever is greater.
- b) A member with a least thirteen (13) weeks service before the expected birth date is entitled to the following leave of absence without pay:
 - i) Such leave of absence shall be for a total period of seventeen (17) weeks or such shorter leave of absence as the member may request, it being understood that the leave shall not end before the expiration of six (6) weeks after the actual date of delivery, unless otherwise mutually agreed. Such application for leave to be accompanied by doctor's certificate, indicating the date of the completion of the pregnancy.
 - ii) A member who intends to resume work on the expiration of a pregnancy leave of absence granted under clause 9.4 b), shall so advise the Service in writing at least fourteen (14) days prior to completion of the leave or at least twenty-eight (28) days should the member wish to return prior to the expiry of the seventeen (17) week leave period.
- c) The above pregnancy leave of absence may be started any time up to seventeen (17) weeks before the expected birth date. It is understood, however, that the Service may require the member to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the member's work is materially affected by the pregnancy.
- d) In accordance with the *Employment Standard's Act, 2000 S.O. c.41*, seniority for all purposes continues to accrue during pregnancy leave.
- e) The Board will maintain its share of benefit premiums paid for the seventeen (17) week period provided the member maintains payment of his or her share, if any, of benefit premiums where applicable.
- f) The member will not receive payment for any accumulated sick leave or annual or statutory leave pay if eligible, owing to the member at the start of the pregnancy leave of absence, but such benefits shall be paid to the member's credit when the member returns to work or advises that they do not intend to return to work.
- g) A member entitled to a pregnancy leave of absence under this article who provides the Service with proof that they are in receipt of employment insurance benefits, shall be paid a supplemental employment benefit allowance up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the sum of the weekly employment insurance benefit the member is eligible to receive and seventy-five (75%) percent of the actual weekly rate of pay which the member was receiving on the last day worked prior to commencement of the pregnancy leave of absence. Such payments shall include any negotiated or amended pay increase for the member's position as they are implemented. If a higher benefit period for pregnancy leave is legislated, the Board shall only pay the difference as noted within clause 9.4 up to a maximum of fifteen (15) weeks.

9.5 PARENTAL LEAVE

- a) A member is eligible for parental leave up to a maximum of thirty-five (35) weeks, in accordance with the parental leave provisions of the *Employment Standards Act, 2000, S.O. c.41*, provided the member makes such request to Human Resource Services at least four (4) weeks prior to the originally expected date of their return to work. During the two (2) week waiting period for Employment Insurance (EI) benefits, parental leave payment will be equivalent to seventy five percent (75%) of the actual weekly rate of pay which the member is receiving on the last day worked prior to commencement of the parental leave of absence. Thereafter for a ten (10) week period, parental leave payment will be equivalent to the difference between the sum of the weekly employment insurance benefit the member is eligible to receive and seventy five percent (75%) of the actual weekly rate of pay the member is receiving on the last day worked.

Such parental leave shall obtain the same rights of a pregnancy leave as they relate to benefits, seniority and job security.

- b) In the event an extension is required beyond the pregnancy and/or parental leave noted above for medical reasons, it is the responsibility of the member to obtain a valid medical certificate from the member's doctor confirming the medical necessity and the duration of the extension. In such case the member is eligible for medical leave under clause 9.2 of this collective agreement. The cost of any medical certificate requested by the Board under this provision will be borne by the Board.
- c) In the event an extension is requested beyond the pregnancy and/or parental leave noted above for non-medical reasons, it is the member's responsibility to give not less than four (4) weeks' notice. The granting of such leave is at the sole discretion of the Chief of Police or designate. Such leave will be without pay and without benefits or seniority accumulation but the right of job security as outlined in 9.5 a) shall remain. Any such extension will be to a maximum of four (4) months. A non-medical request for an extension to parental leave may also be made pursuant to the provisions of clause 9.2 m) (Leave - Special Circumstances).

9.6 FAMILY MEDICAL LEAVE

A member shall be entitled to up to eight (8) weeks of family medical leave in accordance with the *Employment Standards Act, 2000 S.O. c.41*. All other benefits of this agreement shall continue and there shall be no loss of seniority.

10 PENSION

10.1 O.M.E.R.S.

The Board shall provide for all members the maximum benefits available under the Ontario Municipal Employee's Retirement System (OMERS) Supplementary Plan. That an immediate provision of a supplementary pension, payable in full at sixty (60) years of age, be implemented to provide that the total pension payable from the Ontario Municipal Employee's Retirement System and any former pension plan is equal to two percent (2%) of a member's highest average sixty (60) consecutive months earnings, multiplied by his or her years of credited service at retirement to a maximum of thirty-five (35) years of service. Such credited service is to include all "true past service" from date of employment with the Board.

10.2 EARLY RETIREMENT

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

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

10.3 PAST SERVICE COSTS

That all past service costs be paid by the Board.

10.4 MEMBER CONTRIBUTIONS

That the contributions of the member be established by OMERS.

11 LIFE INSURANCE

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

12 MEDICAL BENEFITS

12.1 PLAN COVERAGE

The Board will provide to the Association a copy of the master contract that outlines the benefit coverage provided to members by the company that provides the benefit coverage and the Association acknowledges that such has been received. As updates or changes to the benefit coverage are made, the updated information or endorsements will be made available to the Association.

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

- a) Manulife Financial, or equivalent, semi-private;
- b) Manulife Financial, or equivalent, extended health care plan 10/20 and thirty-five cent (\$0.35) prescription plan for mandatory generic drugs, subject to a medical necessity override by the member's physician. A dispensing fee cap of ten dollars (\$10.00) shall be introduced for all prescription drugs. Drug plan coverage shall be for prescription drugs with a DIN; over the counter drugs will not be covered by the plan except for life-sustaining necessities. This plan shall include Manulife Financial Deluxe Pay Med benefit or equivalent and the following:
 - i) Chiropractic Services: one hundred dollars (\$100.00) per visit, to a maximum of one thousand dollars (\$1,000.00) annually to be used in conjunction with the member's annual OHIP eligibility;
 - ii) Physiotherapy: maximum one hundred dollars (\$100.00) per visit, to a maximum of one thousand dollars (\$1,000.00) annual eligibility;
 - iii) Massage Therapy: maximum one hundred dollars (\$100.00) per visit, to a maximum of one thousand dollars (\$1,000.00) annual eligibility;
 - iv) Osteopath: three hundred and fifty dollars (\$350.00) per calendar year;
 - v) Naturopath: three hundred and fifty dollars (\$350.00) per calendar year;
 - vi) Podiatrist: three hundred and fifty dollars (\$350.00) per calendar year;
 - vii) Speech Pathologist: five hundred dollars (\$500.00) per calendar year;
 - viii) Hearing Aids, including batteries: seven hundred and fifty dollars (\$750.00) every 3 years;
 - ix) Orthotics: limiting to one (1) pair per covered person per calendar year; and
 - x) Psychologist annual coverage for members only is three thousand dollars (\$3,000.00) per year (retired members that have retired since January 1, 2015 are also eligible). Dependents will have two thousand dollars (\$2,000.00) per year.
- c) The Board will continue to remit the required payroll tax known as the Employer Health Tax.

- d) Manulife Financial, or equivalent Dental Plan 15, at the current O.D.A. rates. Maximums of three thousand dollars (\$3,000.00) for specialized services.
- e) Manulife Financial, or equivalent, Vision Care, four hundred dollars (\$400.00) in any twenty-four (24) months per covered person eligibility. This benefit may also be used for laser eye correction procedures and eye examinations. Vision increase to four hundred and fifty dollars (\$450.00) in any 24 months effective January 1, 2017 (members who have retired since January 1, 2015 are also eligible).
- f) The Board will pay one hundred percent (100%) of the benefit premium costs for 12.1 a), b), d) and e) for the spouse and dependent children of a member who has died prior to retirement for a period of twenty-four (24) months from the date of the member's death. Such coverage will terminate if the spouse turns sixty-five (65) years of age, remarries, or is eligible for coverage through another employer.
- g) Widows/widowers and dependents of police officers killed in action while in the discharge of their duties or from injuries received in the service of the Board as a police officer, and in either case for which the compensation award is made by the Workplace Safety and Insurance Board, the Board will have the above named included in the benefit plans above (12.1 a), b), d) and e)). This provision will be provided to widows/widowers outlined above only if they can demonstrate that they have no other means of access to the above benefit coverage. In the event the widow/widower remarries or when they reach the age of sixty-five (65), the benefits shall cease. This provision will be provided to dependent children as defined in the definition section of this agreement only if they can demonstrate that they have no other means of access to the above benefit coverage.
- h) The Board will pay one hundred percent (100%) of the premium cost of 12.1 a), b), d) and e) and one hundred percent (100%) of the premium cost for group life insurance of twenty-five thousand dollars (\$25,000.00) for a member retiring or a member on disability pensions subject to the following:
 - i) To be eligible a member must have attained fifty (50) years of age;
 - ii) The retiring or disabled member must have a minimum of ten (10) years continuous service with the Board at the time of the retirement or disability to be eligible for this program;
 - iii) In the event of the death of the retired or disabled member prior to age sixty-five (65), coverage will be continued for his or her spouse or dependents as defined in this agreement to the date when the member would have attained age sixty-five (65);
 - iv) This provision will be provided to retiring or disabled members provided they are not receiving their benefits from another employer, or through the government or government agencies. Benefits are not available if equivalent coverage is available through member's spouse. If the spouse's plan has a similar condition, the member's plan will continue' and
 - v) The above benefit coverage terminates when the member reaches their sixty-fifth (65th) birthday.

12.2 HEALTH SPENDING ACCOUNT

- a) The Board will establish a Health Care Spending Account for all eligible members who retire subsequent to January 1, 2009, subject to the following conditions of eligibility:
 - i) The member must have retired on an unreduced OMERS pension or an OMERS disability pension subsequent to January 1, 2009;
 - ii) The police member must have attained fifty (50) years of age as of retirement;
 - iii) The retiring or disabled member must have a minimum of ten (10) years continuous service with the Board at the time of the retirement;
 - iv) The retiring member must at all times meet the eligibility requirements for a Health Spending Account as established by the Board.

- b) The Health Care Spending Account shall be provided at an annual maximum amount of two thousand five hundred dollars (\$2,500.00) per eligible retired member commencing on the member's sixty-fifth (65th) birthday and terminating on the member's seventieth (70th) birthday. The annual Health Care Spending Account is not accumulative from year to year. Effective January 1, 2016, eligible retired members shall be provided an annual maximum amount of two thousand seven hundred and fifty dollars (\$2,750.00). Effective January 1, 2018, eligible retired members shall be provided an annual maximum amount of three thousand dollars (\$3,000.00). Members who have retired since January 1, 2015 shall be eligible for the increases at January 1, 2016 and January 1, 2018.
- c) The Health Care Spending Account may be used by the eligible member or his or her spouse including common law and same-sex spouses.
- d) In the event that an eligible member dies between age sixty-five (65) and age seventy (70), the member's spouse shall continue to be eligible for the Health Care Spending Account until the member would have attained age seventy (70) or until the spouse remarries, whichever is earlier, subject to Canada Revenue Agency (CRA) approval.
- e) The Health Care Spending Account shall be used only to reimburse eligible Members or their spouses for medical or dental expenses that qualify for reimbursement under (CRA) rules and definitions for allowable deductible medical and dental expenses up to the annual maximum. The parties do not object that the annual maximum also be used by the eligible retired member to purchase a private health care plan, provided this is permitted by Canada Revenue Agency.
- f) All claims for reimbursement for the Health Care Spending Account must be made within the established filing period for the year in which the eligible expense occurs.
- g) In order to receive reimbursement for eligible medical or dental expenses, the member must submit original receipts or certified copies of these receipts.

12.3 BENEFITS COVERAGE

The Board shall continue to pay the premiums for hospital, drugs, medical insurance, dental, vision plan coverage and life insurance benefits for a member who is on an approved unpaid leave of absence owing to illness or off-duty injury for a period of two (2) years (twenty-four (24) months) from the date of commencement of the leave period.

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

13 INJURY ON DUTY

13.1 A member of the Service who is injured in the course of performing their duties within the meaning of the *Workplace Safety Insurance Act, 1997, S.O. Chapter 16, Schedule A* and is determined to be totally incapacitated, will be entitled to their basic salary while they are thereby incapacitated up to one (1) year, and no deduction will be made from their sick leave credits in respect to their absence as a result thereof.

14 TRAINING COURSES

14.1 RESPONSIBILITY

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

14.2 SCHEDULING

- a) Members attending training courses or in-service training shall have their work schedules adjusted by their immediate supervisor whenever possible to conform with the schedules of the training course or in-service training. Members attending training courses Monday to Friday shall have Saturday, Sunday and holidays off the same as the institution they are attending. Travel time which has not been included in the schedule of adjustments shall be compensated at straight time. Additional classroom attendance or study time required as part of the training course shall not be considered for additional compensation. With the exception of clause 14.2(b), members who are required to attend in-service training during their off duty hours, and their work schedule could not be adjusted by their supervisor, will be compensated at the overtime rate.
- b) All 5/35 members will be required to fulfill four (4) mandatory training days annually. Each day consists of nine (9) hours. Training days may be individually scheduled or in two (2) two (2) day blocks in the Spring and Fall following the night shifts on what would normally be off day(s). Should a training day fall during annual leave or statutory leave, such training day(s) will be designated at a later date by the Training Officer. These training days shall not be considered overtime.

14.3 TRAVEL EXPENSES

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

15 EDUCATION LEAVE

- 15.1** Leave of absence, without pay, for the purposes of further education may be granted on written application by the member to the Chief of Police or designate subject to the following terms and conditions:
- a) The member has been a member of the Service for at least three (3) years;
 - b) The member has the option of continuing benefits specified in clause 11.1 (Life Insurance) and clause 12.1 (Medical benefits – plan coverage) during the leave of absence at their own expense;
 - c) The member's seniority will be retained but will not continue to accumulate during any period of absence which exceeds thirty (30) calendar days, and the seniority list will be amended upon their return to active duty;
 - d) The length of service for the purpose of annual leave and salary progression and other benefits will be retained, but will not accumulate during the period of leave;
 - e) Approval for such leave is at the sole discretion of the Chief of Police or designate;
 - f) Approval for permission for such leave is dependent on the member entering into a written agreement with the Board that following completion of the leave the member will remain with the Service for a minimum period of six (6) months; and
 - g) Permission for such leave does not place any financial obligation on the Service or the Board for educational or living expenses.

16 TUITION ASSISTANCE

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

17 ANNUAL LEAVE

17.1 ENTITLEMENTS

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

- a) Under one (1) year of service, five sixth ($\frac{5}{6}$) of a day for each month or part of month served.
- b) Eighty (80) hours after one (1) year of service.
- c) One hundred and twenty (120) hours in the fourth (4th) year of service.
- d) One hundred and sixty (160) hours in the ninth (9th) year of service.
- e) Two hundred (200) hours in the fifteenth (15th) year of service.
- f) Two hundred and forty (240) hours in the twenty-third (23rd) year of service.
- g) Two hundred and eighty (280) hours in the thirtieth (30th) year of service.

Effective January 1, 2017, the following changes will apply:

- h) Two hundred and forty (240) hours in the twenty-second (22nd) year of service.
- i) Two hundred and eighty (280) hours in the twenty-eight (28th) year of service.

The Service will recognize the seniority, based on sworn date, as it applies to Article 17 of this collective agreement, of experienced fulltime police officers who have consecutive service with any Canadian federal, provincial, municipal or regional police service, First Nations police service or Canadian military police service, as recognized under the federal *National Defence Act, R.S.C., 1985, c. N-5*. Seniority for the purposes of signing such leave remains as is determined by the continuous service with the Guelph Police Service.

17.2 PAID HOLIDAYS

The following paid holidays are recognized:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day (July 1st or on the date observed by the Municipality of Guelph)
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day

12. Boxing Day
13. Floater Day – one (1) full day to be taken any time during the year at the discretion of their immediate supervisor.

Each paid day is calculated to be eight (8) hours in duration, totalling one hundred and four (104) hours.

a) Paid Holidays – One Shift

Members currently assigned to positions as set out in clause 6.1(a) and 6.1(b) take the paid holidays mentioned in clause 17.2 on the days on which they fall subject to change at the discretion of the Chief of Police. Where any of the above holidays fall on a Saturday or Sunday, or during the member's annual leave, an alternative day will be given in lieu either before or after the holiday.

b) Paid Holidays – Two Shifts and Three Shifts

One hundred and four (104) hours credited to the member's bank.

17.3 GENERAL RULES

- a) Each member shall reduce their annual and statutory leave hours to zero in the year in which the requisite leave falls. Any unused annual or statutory Leave as of December 31st of each year will be paid out to the member.
- b) Members requesting to alter leave periods must submit their request in writing to their supervisor. In the event that there is a dispute, the decision of the Chief of Police will be final.
- c) Leave periods shall consist of working block(s) in the member's respective work area, regardless of the number of hours in that particular working block(s).
- d) Leave periods will commence on dates to be decided by the Unit supervisors. In the event that there is a dispute, the decision of the Chief of Police will be final.
- e) Annual leave lists shall be initiated by September 1st of each year for the leave periods of the following year. Members selecting leave will make their selection from the leave list provided for each division or platoon of the Service. The member with the most seniority shall have the first (1st) draw as set out in clauses 17.5, 17.6 and 17.7 of this agreement. Members shall have two (2) clear working days following the day of receipt of the list to sign. The list shall be returned on the fourth (4th) working day at which time the list will automatically be forwarded to the member next in seniority for second (2nd) selection and so on in succession. If a member does not sign within the established time frame they will be deemed to have forfeited their right to signing on that draw. Members who have been notified of moves in the following year shall sign for leave in the area to which they are being assigned.

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

- f)
 - i) A member who incurs an injury or disability that requires hospitalization or the equivalent of hospitalization, to be determined at the sole discretion of the Chief of Police, before and extending into the member's annual or statutory leave, will be permitted to change annual or statutory leave already signed for. Such time is to be mutually agreed upon between the member and their supervisor.
 - ii) All requests shall be in writing and accompanied by a medical certificate at least two days prior to the commencement of the annual or statutory leave, unless circumstances did not so permit.

- iii) Should a member not be able to take their allotted leave time for that year due to illness or injury, they will be allowed to carry over that remaining leave to the following year to be used by December 31st or it shall be paid out.
- g) If a member is required to attend court during the off days immediately prior to, immediately after or during off days between two (2) consecutive annual or statutory leave blocks, the member will be compensated as if on annual leave.
- h) A member who requests time off outside of the annual leave selection process using time owed to the member shall have a response to such request within one (1) calendar week of the date that the request is submitted in writing to his or her supervisor, whether such response is to approve or deny the request.
- i) Annual leave of a member will discontinue accruing one (1) year from the date a member commences an extended sick leave. Statutory leave will be pro-rated based on the date a member is no longer actively on payroll. If a member returns to work, annual leave and statutory leave will be pro-rated for that year based on the member's return date. If a member does not return to work by the end of the year following the year in which they commence LTD benefits or on an extended sick leave, their annual and statutory leave banks shall be paid out at the rate they were receiving at the time of the disability.

17.4 ANNUAL LEAVE ENTITLEMENT ON RETIREMENT

All members retiring with thirty (30) years of cumulative service or more shall be entitled to their entire year's vacation entitlement as of January 1st of the year in which the member retires. Such annual leave shall be taken in time off only and shall not be transferable in pay.

17.5 ANNUAL LEAVE SELECTION – ONE SHIFT

- a) Members currently assigned to positions as set out in clauses 6.1 a) and 6.1 b) shall sign for annual leave in the following manner:
 - i) Member signing for leave on the first (1st) draw shall select annual leave (AL). This draw may consist of one (1) or two (2) working blocks. If only one (1) block is selected, the draw then goes to the next member in seniority. If two (2) blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - ii) On the second (2ND) draw, members may sign for the remainder of their annual leave.
 - iii) Members who choose not to exhaust their leave entitlement may pass, thereby relinquishing their signing position for that turn.

17.6 ANNUAL LEAVE SELECTION – TWO SHIFTS

- a) Members currently assigned to positions as set out in clauses 6.1 d) and 6.1 e) shall sign for leave in the following manner:
 - i) Members signing for leave on the first (1st) draw shall select annual leave (AL). This draw may consist of one (1) or two (2) working blocks. If only one (1) block is selected, the draw then goes to the next member in seniority. If two (2) blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - ii) Members signing for leave on the second (2nd) draw shall select from the one hundred and four (104) hours of statutory leave from clause 17.2 (Paid Holidays).
 - iii) Members signing for leave on the third (3rd) draw may select the remainder of their leave.
- b) Members currently assigned to positions as set out in clauses 6.1 f) and 6.1 g) shall sign for leave in the following manner:
 - i) Only one (1) member in each area will be allowed to sign per calendar week.

- ii) Members signing for leave on the first (1st) draw shall select annual leave. This draw may consist of one (1) or two (2) working blocks. If only one (1) block is selected, the draw then goes to the next member in seniority. If two (2) blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
- iii) Members signing for leave on the second (2nd) draw shall select from the one hundred and four (104) hours of statutory leave from clause 17.2 (Paid Holidays).
- iv) Members signing for leave on the third (3rd) draw may select the remainder of their leave.

17.7 ANNUAL LEAVE SELECTION – THREE SHIFTS

- a) Members currently assigned to positions as set out in clauses 6.1 c) shall sign for leave in the following manner:
 - i) Members signing for leave on the first draw (1st) shall select annual leave. This draw may consist of one (1) or two (2) working blocks. If only one (1) block is selected, the draw then goes to the next member in seniority. If two (2) blocks are selected, they must be consecutive. If the member chooses not to make a selection, the member forfeits their selection.
 - ii) Members signing for leave on the second (2nd) draw shall select from the one hundred and four (104) hours of statutory leave from clause 17.2 (Paid Holidays).
 - iii) Members signing for leave on the third (3rd) draw may select the remainder of their leave.
 - iv) There shall be no more than three (3) constables allowed off on any one (1) platoon at any one (1) time which will include statutory and annual leave. Additional annual leave, statutory leave or overtime may be granted at the discretion of the member's immediate supervisor and that said permission will not create a staffing shortage which would require replacement or a call out. Requests will be considered in order of date of receipt with seniority prevailing should two requests be received at the same time for the same time period. This will not include members on pregnancy leave, parental leave, members away at training courses, or members off duty on Long Term Disability or Worker's Compensation.

18 PLAIN CLOTHES REIMBURSEMENT

- 18.1 A member who performs duties as a plain clothes officer, including the Sergeant in Professional Standards, shall be reimbursed for clothing in the amount of one thousand and three hundred dollars (\$1,300.00) per year and a pro-rated equivalent daily part of that sum for any period of time less than one (1) year during which they perform such duties (effective for calendar year 2016). Members may choose to use up to five hundred dollars (\$500.00) of their clothing reimbursement for the purpose of having their work clothing cleaned. This reimbursement may only be used for uniforms, business suits and articles of clothing normally used by the member for work purposes.
- 18.2 In recognition of the fact that members of the Forensic Identification Unit are required to wear business attire when attending court for purposes of providing testimony, a member who performs duties as member of the Forensic Identification Unit, shall be reimbursed for clothing in the amount of six hundred dollars (\$600.00) per year and a pro-rated equivalent daily part of that sum for any period of time less than one (1) year during which they perform such duties.

- 18.3** Members commencing plain clothes duties in the first (1st) quarter of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 31st day of March, times the daily allowance, and shall receive their first (1st) payment on the first (1st) pay of March. Members commencing plain clothes duties in the second (2nd) quarter of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 30th of June, times the daily allowance, and shall receive their first (1st) payment the first (1st) pay of June. Members commencing plain clothes duties in the third (3rd) quarter of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 30th of September, times the daily allowance, and shall receive their first (1st) payment the first (1st) pay of September. Members commencing plain clothes duties in the fourth quarter of the year shall have their reimbursement calculated from the date of commencement of plain clothes duties to the 31st of December, times the daily allowance, and shall receive their first (1st) payment the first pay of December.

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

19 UNIFORMS

19.1 UNIFORM ISSUANCE

The following articles of uniform and equipment will be issued and replaced at the Board's expense, according to the pattern prescribed for each rank, and will be kept in a clean, serviceable condition by the members of the Service to whom they are issued. Any piece of equipment or uniform will be replaced by the Board at the Board's expense where such piece of equipment or uniform is damaged while the officer is carrying out their duties.

- a) For all uniform ranks the following articles of clothing shall be issued per year on an as needed basis to a maximum of:
 - i) Two (2) pair of trousers;
 - ii) Five (5) shirts (any combination of the number of short and/or long sleeves shirts of the permanent press type with appropriate shoulder flashes); and
 - iii) One (1) pair of all season boots or one (1) pair of walking shoes (supervisors shall have the option of either boots or low cut oxford shoes).
- b) One (1) tunic to be issued, if needed, once every five (5) years.
- c) One (1) all weather coat, sweater, mitts or gloves, fur hat, forage hat, waterproof coat, two (2) ties, and winter over boots to be issued on the basis of need as determined by the Service.
- d) One (1) interior carrier to hold the bullet proof vest panels of the style supplied by the vest manufacturer on the basis of need as determined by the Service.
- e) One (1) exterior bullet proof vest carrier for those members electing to wear the bullet proof vest on the outside of their clothing on the basis of need as determined by the Service.

19.2 UNIFORMS – FORENSIC IDENTIFICATION UNIT

In recognition of the fact that members of the FIO are compelled to work in extreme weather conditions and situations involving the potential for contamination by biohazards and/or toxic materials, and, in recognition of the fact that it is in the interest of the Service that its members be readily identified as police officers within both the workplace and the community, members of the Forensic Identification Unit shall be issued a modified or soft-tactical uniform the standard of dress of which shall include:

- a) Three (3) pairs of tactical pants;
- b) Two (2) t-shirts for use only at dirty/closed scenes;

- c) Five (5) button down collared shirts (any combination of short or long sleeve);
- d) One (1) convertible parka;
- e) One (1) pair of green patch CSA protection boots;
- f) One (1) pair of high cut tactical style boots;
- g) One (1) rain suit; and
- h) One (1) coverall.

The aforementioned clothing shall be replaced on an as needed basis.

20 SALARIES

The Board agrees to pay salaries in accordance with the following schedule:

- a) Uniform adjustments (1st class constable with all other classifications adjusted accordingly):
 - 2.75% effective January 1, 2015 (\$92,835.02)
 - 2.2% effective January 1, 2016 (\$94,877.39)
 - 1.9% effective January 1, 2017 (\$96,680.06)
 - 1.9% effective January 1, 2018 (\$98,516.98)

- b) There shall be a two thousand dollar (\$2000.00) differential between the start rate and the twelve (12) month rate for the Sergeant rank and a two thousand dollar (\$2000.00) differential between the start rate and twelve (12) month rate for the Staff Sergeant rank.

20.1 ANNUAL SALARY

		1-Jan-15	1-Jan-16	1-Jan-17	1-Jan-18
RANK	SERVICE	2.75%	2.2%	1.9%	1.9%
D/S/Sgt. 12 month - 9%	23+	\$130,201.07	\$133,065.49	\$135,593.74	\$138,170.02
S/Sgt. 12 month - 9%	23+	\$124,398.88	\$127,135.66	\$129,551.24	\$132,012.71
D/S/Sgt. 12 month - 6%	17 to 22	\$127,416.02	\$130,219.17	\$132,693.34	\$135,214.51
S/Sgt. 12 month 6%	17 to 22	\$121,613.83	\$124,289.33	\$126,650.83	\$129,057.20
D/S/Sgt. 12 month - 3%	8 to 16	\$124,630.97	\$127,372.85	\$129,792.93	\$132,259.00
S/Sgt. 12 month 3%	8 to 16	\$118,828.78	\$121,443.01	\$123,750.43	\$126,101.69
D/S/Sgt. 12 month		\$121,845.92	\$124,526.52	\$126,892.53	\$129,303.49
S/Sgt. 12 month		\$116,043.73	\$118,596.69	\$120,850.03	\$123,146.18
D/S/Sgt. Start - 9%	23+	\$128,101.07	\$130,965.49	\$133,493.74	\$136,070.02
S/Sgt. Start 9%	23+	\$122,398.88	\$125,135.66	\$127,551.24	\$130,012.71
D/S/Sgt. Start 6%	17 to 22	\$125,316.02	\$128,119.17	\$130,593.34	\$133,114.51
S/Sgt. Start 6%	17 to 22	\$119,613.83	\$122,289.33	\$124,650.83	\$127,057.20
D/S/Sgt. Start 3%	8 to 16	\$122,530.97	\$125,272.85	\$127,692.93	\$130,159.00
S/Sgt. Start 3%	8 to 16	\$116,828.78	\$119,443.01	\$121,750.43	\$124,101.69
D/S/Sgt. Start		\$119,745.92	\$122,426.52	\$124,792.53	\$127,203.49
S/Sgt. Start		\$114,043.73	\$116,596.69	\$118,850.03	\$121,146.18
D/Sgt 12 month 9%	23+	\$118,503.88	\$121,110.97	\$123,412.08	\$125,756.91
Sgt. 12 month 9%	23+	\$113,258.70	\$115,750.40	\$117,949.66	\$120,190.70
D/Sgt 12 month - 6%	17 to 22	\$115,718.83	\$118,264.64	\$120,511.68	\$122,801.40
Sgt. 12 month - 6%	17 to 22	\$110,473.65	\$112,904.07	\$115,049.25	\$117,235.19
D/Sgt 12 month 3%	8 to 16	\$112,933.78	\$115,418.32	\$117,611.27	\$119,845.89
Sgt. 12 month 3%	8 to 16	\$107,688.60	\$110,057.75	\$112,148.85	\$114,279.68
D/Sgt 12 month		\$110,148.73	\$112,572.00	\$114,710.87	\$116,890.38
Sgt. 12 month		\$104,903.55	\$107,211.43	\$109,248.45	\$111,324.17
D/Sgt. Start 9%	23+	\$116,403.88	\$119,010.97	\$121,312.08	\$123,656.91
Sgt. Start 9%	23+	\$111,258.70	\$113,750.40	\$115,949.66	\$118,190.70
D/Sgt. Start 6%	17 to 22	\$113,618.83	\$116,164.64	\$118,411.68	\$120,701.40
Sgt. Start 6%	17 to 22	\$108,473.65	\$110,904.07	\$113,049.25	\$115,235.19
D/Sgt. Start 3%	8 to 16	\$110,833.78	\$113,318.32	\$115,511.27	\$117,745.89
Sgt. Start 3%	8 to 16	\$105,688.60	\$108,057.75	\$110,148.85	\$112,279.68
D/Sgt. Start		\$108,048.73	\$110,472.00	\$112,610.87	\$114,790.38
Sgt. Start		\$102,903.55	\$105,211.43	\$107,248.45	\$109,324.17
1st Class D/Cst. 9%	23+	\$105,831.92	\$108,160.22	\$110,215.27	\$112,309.36
1st Class Cst. - 9%	23+	\$101,190.17	\$103,416.36	\$105,381.27	\$107,383.51
1st Class D/Cst 6%	17 to 22	\$103,046.87	\$105,313.90	\$107,314.87	\$109,353.85
1st Class Cst. 6%	17 to 22	\$98,405.12	\$100,570.03	\$102,480.86	\$104,428.00
1st Class D/Cst. 3%	8 to 16	\$100,261.82	\$102,467.58	\$104,414.46	\$106,398.34
1st Class Cst. 3%	8 to 16	\$95,620.07	\$97,723.71	\$99,580.46	\$101,472.49
1st Class D/Cst.		\$97,476.77	\$99,621.26	\$101,514.06	\$103,442.83
1st Class Cst.		\$92,835.02	\$94,877.39	\$96,680.06	\$98,516.98
2nd Class Cst.		\$80,766.45	\$82,543.31	\$84,111.63	\$85,709.75
3rd Class Cst.		\$71,297.28	\$72,865.82	\$74,250.27	\$75,661.03
4th Class Cst.		\$60,899.77	\$62,239.56	\$63,422.11	\$64,627.13

20.2 POLICE EXPERIENCE PAY

Police members shall receive experience pay as set out below:

- 3% (three percent) of 1st class constable rate after eight (8) years' service defined below
- 6% (six percent) of f 1st class constable rate after seventeen (17) years' service defined below
- 9% (nine percent) of 1st class constable rate after twenty-three (23) years' service defined below

To be eligible for Police Experience Pay:

- a) The member must have attained the rank of 1st class constable.
- b) As of January 4th, 2007, eligible experience must be consecutive years of police service as a sworn officer in any recognized police service in Canada.
- c) Subsequent to January 4th, 2007, years of consecutive experience means years of continuous service completed from date of hire with the Guelph Police Service.
- d) Experience pay shall be taken into account when calculating overtime, court time, acting pay, call out, stand by, sick leave (but excluding sick leave gratuities paid upon retirement, termination or promotion to the position of senior officer), pregnancy/parental leave top up, WSIB top up, annual leave, statutory leave pay and pension contributions.
- e) The member must also be free of disciplinary conviction for which the confirmed penalty was the forfeiture of forty hours or more of pay or leave (excluding disciplinary demotions). The experience pay in this case would be reduced by one (1) level and reinstated one (1) year from the date of conviction provided there has been no further such conviction.

20.3 INVESTIGATIVE SERVICES PAY

A current member of Investigative Services with one (1) year of completed service or a member transferred to Investigative Services shall, upon completion of one (1) year of service in the Division, whether continuous or interrupted, be paid one hundred and five percent (105%) of the salary for the rank of such member at the time of transfer. While working in Investigative Services, members shall be referred to as Detective Constable, Detective Sergeant, or Detective Staff Sergeant, notwithstanding that this does not affect their actual rank. Nothing herein undermines the authority of the Chief of Police to determine who will be selected for transfer to Investigative Services and any member serving in this Division shall be subject to transfer at any time and shall be subject to the salary applicable to the member position to which he or she is transferred.

20.4 COACH OFFICER PAY

A member required to assume the responsibility of coach officer under the Ontario Police College (OPC) Recruit Training Program and/or Trainer shall be paid ten dollars (\$10.00) per day or any part thereof, in addition to their regular rate of pay, for the duties of training new or existing members.

20.5 CANINE UNIT PAY

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

20.6 SPECIALIST PAY

Each member who is qualified by the Minister of Community Safety and Correctional Services in the operation of the Intoxilyzer, or Drug Recognition Expert on an annual basis shall receive two hundred and fifty dollars (\$250.00) per year per speciality effective January 1, 2016. Payment shall be made to the member on the first (1st) regular pay day in the month of December.

Each member who is performing Scenes of Crime Officer duties shall receive two hundred and fifty dollars (\$250.00) per year effective January 1, 2016. The member must have utilized his or her skill within the calendar year. Payment shall be made to the member on the first (1st) regular pay day in the month of December.

Effective January 1, 2018, the specialist pay for Intoxilyzer, Drug Recognition Expert and Scenes of Crime Officer will increase to three hundred dollars (\$300.00) per year per specialty. Payment shall be made to the member on the first (1st) regular pay day in the month of December.

20.7 METHOD OF PAYMENT

- a) Every member shall be paid every second (2nd) Thursday in accordance with the rate fixed for their rank subject to the provisions of the *Police Services Act, R.S.O. 1990, c. P.15*. If City Hall is closed on a regular pay day for any of its employees, the members shall be paid at 16:00 hours on the preceding day, provided there is a banking day in the same week following the regular pay day.
- b) If there is no banking day in the same week after the City Hall closure, then the members shall be paid by 10:00 hours on the day preceding their regular pay day.
- c) All members will be paid by means of electronic bank deposit to a financial institution of the member's choice.

21 ACTING RANKS

- 21.1** Members may be assigned, at the discretion of the Chief of Police or designate, to an acting rank covered by this collective agreement or to an acting rank outside this agreement.
- 21.2** Members assigned to an acting rank outside this collective agreement shall:
 - a) Be paid at the first (1st) step of that rank, including any applicable experience pay under this Agreement, but shall be paid no less than five percent (5%) above their current rate of pay.
 - b) Continue membership within the Association and shall retain all rights and obligations under this collective agreement, including accrual of sick leave allowance and seniority and the deduction of dues and LTD premiums.
 - c) Assignments to an acting rank outside this collective agreement are not covered by clause 21.4.
- 21.3** A member shall not be assigned to an acting rank for a period of greater than twelve (12) months duration unless mutually agreed upon between the Service and the Association.
- 21.4** Members being considered for acting ranks must have successfully completed the promotional process for the rank being considered and be a qualified member within the three (3) year bank of candidates. However, where there is no member who has completed the promotional process available to act in the respective rank on a platoon or in a work unit, the Chief of Police may designate a member for that acting role at the Chief of Police's discretion.
- 21.5** Where a member has performed a minimum of two (2) months consecutive acting time in a rank covered by this collective agreement, that acting time, to a maximum of six (6) months, will be counted towards any probationary period in that rank provided the member attains that rank within a one (1) year period.

22 PROMOTIONS

22.1 The purpose of this article is to:

- a) Identify competent and qualified members for placement into management positions who aspire to meeting the mission and goals of the Guelph Police Service;
- b) Provide a structured process which is viewed as being fair, consistent and non-discriminatory and which accurately measures the candidate's skills, qualifications, and abilities according to the competencies identified for the management position;
- c) Provide interested members with an understanding of the promotional process;
- d) Provide sufficient and appropriate information for members to self-assess their skills, qualifications and abilities for career planning; and
- e) Determine which candidate is best qualified to undertake a leadership role for the Guelph Police Service.

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

22.3 PROMOTIONAL REVIEW COMMITTEE

- a) At the commencement of a promotional competition, a Promotional Committee shall be formed. The Committee will be comprised of six (6) persons, three (3) members as determined by the Senior Leadership Team and three (3) members as determined by the Association.
- b) The Committee will meet within ninety (90) days from the posting of the Chief's Order to commence the promotional competitions to review the process and timelines.
- c) The Committee will meet within sixty (60) days from the closing of the competitions to review the process.

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

22.5 CANDIDATE ELIGIBILITY

To be eligible to compete for promotion and/or acting rank, the applicant must not have been convicted of a serious misconduct and dealt with by way of penalty under section 85(1) of the *Police Services Act, R.S.O. 1990, c. P.15*, within the previous five (5) years and must meet the following criteria:

- a) **FOR SERGEANT:**
 - i) Have achieved 1st class constable rank'
 - ii) Have the equivalent of a minimum of three (3) years full time service with the Guelph Police Service; and
 - iii) Have successfully completed all mandatory Use of Force training within the previous twelve (12) months.
- b) **FOR STAFF SERGEANT:**
 - i) Have achieved one (1) year confirmed in the rank of sergeant with the Guelph Police Service; and

- ii) Have successfully completed all mandatory Use of Force training within the previous twelve (12) months.
- c) **FOR INSPECTOR:**
- i) Have achieved one (1) year acting or confirmed in the rank of staff sergeant with the Guelph Police Service; and
 - ii) Have successfully completed all mandatory Use of Force training within the previous twelve (12) months.

22.6 CANDIDATE APPLICATION PROCESS

- a) It is the responsibility of the Chief of Police to initiate a promotional competition for the three (3) ranks for the purpose of establishing and maintaining a bank of eligible candidates for each of the three (3) ranks.
- b) The commencement of the promotional banks will be every three (3) years or an earlier date if a bank becomes exhausted of candidates, and will be announced on a Chief's Order. If a promotional bank depletes within the calendar year of the commencement of the promotional process by Chief's Order, a new process will not be initiated prior to that date.
- c) If a new bank is created during the three (3) year period, it will expire on April 30th and the new bank will take effect May 1st.
- d) Upon completion of the three (3) year period, the remaining candidates within the banks who have not been promoted must re-apply and re-qualify in a future competition to be eligible for promotion.
- e) Human Resource Services is responsible for posting the notice of the promotional competition. It shall be posted for a minimum of thirty (30) calendar days.
- f) The posting will include the required competencies, necessary job related knowledge, skills, abilities and the information required as part of the candidate application process.
- g) Candidates must submit the Candidate Assessment Form to Human Resource Services to compete within the time frame specified. Members who do not submit a written notice within the prescribed time frame shall be ineligible to compete for the position.
- h) Candidates will be required to sign a waiver under the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56*, in order to check the individual's past employment record(s) and references.
- i) Candidate applications will be reviewed along with all relevant files to determine the suitability of the applicant to proceed in the process.
- j) Where an applicant is eliminated as a result of a review under i), the candidate will be notified of the reason(s) in writing and upon request, the candidate will be given an opportunity to review the decision with a member of the Senior Leadership Team.

22.7 APPOINTMENT OF A PROMOTIONAL PANEL

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

22.8 PROMOTIONAL COMPETITION (4 STAGES)

a) Stage 1 –

i) *Ontario Police College Promotional Examination:*

- a) Candidates will be required to write the Ontario Police College Promotional Examination in the year a process is initiated by the Service.
- b) If the member is working during the scheduled exam time, the member will be permitted to write the exam while on duty. If the member is not scheduled for duty when the exam is scheduled, the member will be reimbursed with straight time and have the option of pay or the time in the member's overtime bank for the time required to write the exam.
- c) Candidates must achieve a mark of at least seventy percent (70%) to proceed in the promotional process.
- d) Transportation will be provided by the Service if the examination is not held at the Guelph Police Service.
- e) Candidates intending to write the examination will be required to pay the OPC registration deposit by signing a payroll deduction form. Should the member register but not attend to write the exam, the registration fee will be deducted on the pay period immediately following the OPC examination date.

ii) *Performance Appraisal:*

- a) The performance appraisal process will be utilized as a gateway in the process and no weighting is assigned to this portion of the assessment.
- b) A candidate must achieve at least 'meeting expectations' in all core competencies to proceed to stage two (2) in the process.

b) Stage 2 – *Promotional Assessment Leadership Package:*

- i) This stage requires the candidate to submit the Promotional Assessment Leadership Package within the prescribed time line.
- ii) The Promotional Assessment Leadership form will focus on the leadership ranks as posted. The candidate must provide events and situations that are work related and have occurred within the past three (3) years from the date of the closing of the posting.
- iii) Each member of the promotional panel will record their independent rating and submit it to Human Resource Services. Human Resource Services will average the ratings for each category to calculate the final score. Candidates must achieve a mark of at least seventy percent (70%) to proceed in the promotional process.
- iv) Any candidate may request an opportunity to review the results of their candidate assessment with the Chair of the Promotional Panel, or the Promotional Panel member designate. This review must be completed within thirty (30) days of the issue date of the letter.

c) Stage 3 – *Oral Interview:*

- i) The Promotional Panel shall conduct an oral interview of all candidates who have met the previously outlined criteria. The structured interview will further evaluate the candidate's suitability to perform the competencies required for the position.
- ii) If the member is working during the scheduled oral interview, the member will be permitted to attend the interview while on duty. If the member is not scheduled for duty when the interview is scheduled, the member will be reimbursed with straight time and have the option of pay or the time in the member's overtime bank for the time required to complete the interview.
- iii) The same questions shall be asked of each candidate and may encompass some or all of the following knowledge and skill areas:
 - a) Technical police knowledge;
 - b) Interpreting the *Police Services Act and Regulations*;

- c) Interpreting other relevant legislation (e.g. *Occupational Health and Safety Act and Regulations*,);
 - d) Interpreting collective agreements;
 - e) Applying the principles and techniques of supervision and leadership, including those related to communication, team building, flexibility, diversity, decision-making, motivating, evaluating, coaching, and discipline;
 - f) Financial procedures;
 - g) Current technology used in policing and in administration of the Guelph Police Service;
 - h) Tactical distribution of staff;
 - i) Officer safety;
 - j) Crime prevention strategies;
 - k) Human behaviour and how to serve victims;
 - l) Community development and resources, including other agencies available to the Service;
 - m) Knowledge of community based police programs;
 - n) Strategic planning, developing and implementing operational objectives, program evaluation and organizational objectives;
 - o) Contemporary policing issues and
 - p) Initiative toward self-improvement (e.g. additional education, volunteer community participation).
- iv) The questions will be assigned a numerical weighting factor by the Promotional Panel.
 - v) Members of the Promotional Panel will independently score the responses to each question and a numeric score will be tallied for each interview.
 - vi) Each member of the Promotional Panel shall sign each candidate's score from the oral interview and file it with the Chairperson. The Chairperson will then total the oral interview scores for the candidate and divide by three (3), or by the number of representatives on the Promotional Panel if more than three (3) members, to determine the candidate's oral interview score.
 - vii) A candidate must achieve a minimum score of seventy percent (70%) on the oral interview in order to continue in the promotional process.
 - viii) Human Resource Services is responsible for ensuring that the following steps are completed:
 - a) Providing each candidate with a letter containing a copy of the candidate's mark from this stage of the process and advising of their eligibility to proceed in the promotional process.
 - b) Preparing a notice of elimination if applicable, and forwarding it to the unsuccessful candidate(s).
 - c) Any candidate may request an opportunity to review their results of the oral interview with the Chair of the Promotional Panel, or the Promotional Panel member designate. This review must be completed within thirty (30) days of the issue date of the letter.

d) Stage 4 – Seniority and Education:

- i) Seniority – three tenths (0.3) of a mark for each year of continuous service on a prorated basis (hourly) to the date of closing with any Canadian federal, provincial, municipal or regional police service, First Nations police service or Canadian military police service, as recognized under the federal *National Defence Act, R.S.C., 1985, c. N-5*, to a maximum of six (6) marks.
- ii) Education will be calculated as follows:

Education Completed	% Score
One (1) course	1%
Two (2) courses	2%
Fifty percent (50%) of Diploma or Degree <u>and</u> minimum of two (2) leadership courses	3%
Fifty percent (50%) of Diploma or Degree <u>and</u> minimum of two (2) leadership courses <u>and</u> one (1) additional course is completed within 3 years from last promotional posting date	4%
Diploma or Degree	3%
Diploma or Degree <u>and</u> one (1) additional course is completed within 3 years from last promotional posting date	4%

*Criteria for courses: from an accredited postsecondary institution i.e., degree, diploma, or certificate, including OPC, CPC, CPKN and other courses/programs related to policing). This process will encourage ongoing, life-long learning, while acknowledging the value of pre-employment formal education. (Note: Overall maximum is four percent (4%)).

- iii) Any candidate may request an opportunity to review the results of seniority or education with the Chair of the Promotional Panel, or the Promotional Panel member designate. This review must be completed within thirty (30) days of the issue date of the letter.

22.9 IDENTIFICATION OF SUCCESSFUL CANDIDATES

- a) The Promotional Panel will calculate the results of the four (4) stages of the process-to determine the total score for the candidates.
- b) The OPC promotional examination will be mathematically calculated to form thirty percent (30%) of a candidate's total mark. The Promotional Assessment Leadership Package will be mathematically calculated to form thirty percent (30%) of a candidate's total mark. The oral interview mark will be mathematically calculated to form thirty percent (30%) of a candidate's total mark. Seniority will be calculated to form six percent (6%) of a candidate's total mark. Education will be calculated to form four percent (4%) of a candidate's total mark.

22.10 CREATION OF PROMOTIONAL BANKS

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

22.11 CANDIDATE SELECTION FROM PROMOTIONAL BANKS

- a) Where an opening(s) exists for any of the ranks, the top ranked candidate(s) shall be promoted from the respective bank subject to a review of the following by the Executive Management Team of the Guelph Police Service:
 - i) Candidates must be free of any medical or physical condition which would prevent them from performing the required competencies listed in the job posting. A candidate may be required to attend an assessment by the Service appointed physician(s) at the cost of the Service.
 - ii) There is no significant change to the information gathered by the Promotional Panel during the Candidate Assessment component under clause 20.6 i).
 - iii) Where there is a significant change in the information gathered as part of the assessment which would negatively impact the candidate's suitability for the current opening, that candidate shall not be considered for the current promotion.

- iv) Where an applicant is eliminated from consideration as a result of clause 22.11 a) iii), they shall be notified of the reason(s) in writing and upon request, the candidate(s) will be given an opportunity to review the decision with a member of the Senior Leadership Team.
- b) As candidates from existing banks are promoted, the remaining candidates in the bank shall advance in order of their ranked standing.
- c) A candidate shall be afforded one (1) opportunity to decline a promotion without affecting his or her ranking within the bank. Upon a second (2nd) refusal, the candidate forfeits his or her position within the bank and assumes the last ranked position for the remaining term of the bank.
- d) The records of the Promotional Panel shall be filed with Human Resource Services and retained for twelve (12) months.

22.12 EXTERNAL CANDIDATES

The Service will only advertise for external candidates should there be no applications made by internal candidates to the posted position or if, subject to the selection process, there were no eligible internal candidates. Any external candidates applying must have held the appropriate rank with a police service, provided they were a member of an Ontario municipal or provincial police service or the RCMP, and would be required to apply for, and meet the requirements of the position, as set out in Article 22 with the exception of 22.5 a) ii), 22.5 b) i) and 22.5 c) i).

22.13 The constables of the Police Service are divided into four (4) classes and the following period of service with the Guelph Police Service is required in each rank before reclassification from one (1) to the other will take place, provided that such reclassification shall be consequent upon good conduct, and favourable performance evaluations.

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

23 BENEFITS TO BE CONTINUED

23.1 The Board agrees that if it is possible as a "Former Board" it will endeavour to ensure whatever benefits our Association has obtained will be carried on by a new governing authority.

24 GRIEVANCE PROCEDURE

24.1 The parties agree that complaints and grievances relative to this collective agreement or working conditions generally shall be adjusted as quickly as possible. Subject to the provisions of section 123 of the *Police Services Act, R.S.O. 1990, c. P.15*, the procedures to be followed where:

- a) A difference arises between the parties relating to the interpretation, application or administration of this collective agreement or of a decision or award of an Arbitrator or Board of Arbitration; or
- b) An allegation is made that the agreement or award has been violated.

24.2 If a member has a complaint, such complaint shall be discussed with their immediate supervisor within twenty (20) calendar days of the circumstances giving rise to the complaint have originated or occurred. If the member and his or her immediate supervisor are unable to resolve a complaint to their mutual satisfaction within seven (7) calendar days, the member may proceed with the grievance procedure provided that this is not later than thirty (30) days after the decision of the immediate supervisor is communicated to the member. Any member is entitled to have an Association representative present when meeting with the immediate supervisor to resolve the complaint.

24.3 STEP 1

The member shall complete a grievance form. The nature of the grievance, the remedy sought, and the clause or clauses of the collective agreement, where applicable, which are alleged to have been violated shall be set out in the grievance. The member shall submit the completed grievance form to the official representative of the Association. The Association shall investigate the grievance, and if in the judgment of the Association the grievance is justified, the aggrieved member and/or an Association representative shall submit the grievance and/or meet with the Divisional Senior Leader within thirty (30) calendar days of the member's decision to proceed with Step 1 of the grievance procedure. The Senior Leader shall render their written decision within seven (7) calendar days following the submission of the grievance or after the completion of such meeting. Failing settlement, the next step of the grievance procedure may be taken.

24.4 STEP 2

Within seven (7) calendar days following the decision rendered at Step 1, the member and/or the Association may submit the written grievance to the Chief of Police or designate. The parties may, if they so desire, meet to discuss the grievance at a time mutually agreed upon. The Chief of Police or designate will deliver a decision in writing within fourteen (14) calendar days of receiving the grievance or upon completion of the meeting. Failing settlement, the next step in the grievance procedure may be taken.

24.5 STEP 3

Within fourteen (14) calendar days of receiving the decision under Step 2, the Association may submit the grievance to the Board who will deliver a written decision within thirty (30) calendar days of receiving the grievance. Failing settlement, the next step of the grievance procedure may be taken.

24.6 STEP 4

The Association may, within fourteen (14) calendar days after receipt of the written decision of the Board, require that the grievance be submitted to a conciliator, by notifying the Board in writing of its desire to do so, or continue to Step 5. The appointment of the conciliator will be in accordance with the provisions of the *Police Services Act, R.S.O. 1990, c. P.15*. Failing settlement, the next step of the grievance procedure may be taken.

24.7 STEP 5

The Association may within twenty-one (21) calendar days of receiving the decision under Step 3 or notice of unsuccessful conciliation under Step 4, notify the Board in writing that the grievance will be submitted for arbitration. Within thirty (30) calendar days of such notice to the Board, the Association may file for arbitration pursuant to *Police Services Act, R.S.O. 1990, c. P.15*, or the Association and the Board shall endeavour to appoint a mutually acceptable arbitrator. If the two parties attempt but fail to agree upon the selection of a mutually acceptable arbitrator the appointment shall be made by the Minister of Community Safety and Correctional Services upon the request of either of the parties hereto pursuant to the *Police Services Act, R.S.O. 1990, c. P.15*.

The decision at each step above shall be binding upon the parties. Any time limit herein contained may be extended by mutual consent.

25 LEGAL EXPENSES

25.1 The Board shall indemnify a member of the Service for necessary and reasonable costs incurred by that member in a legal proceeding instituted as a result of the acts (omission and commission) of that member carried out in the performance, or attempted performance, of their duties in good faith in the following circumstances:

- a) In the defence of a civil action where:
 - i) The Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or,
 - ii) In the opinion of counsel retained by the Chief of Police or the Board to represent the Service, it would be improper for counsel to represent both the Chief of Police and/or the Board and the member;
- b) In the defence of criminal or statutory prosecution, save and except where the member is found guilty of an offence arising out of that prosecution;
- c) Where during an inquest under the *Coroners Act, R.S.O. 1990, c. C.37*, or, an inquiry under Part II or Part V of the *Police Services Act, R.S.O. 1990, c. P.15*, or a public inquiry under the *Public Inquiries Act, S.O. 2009, c. 33, Sched. 6*, a member's conduct is called in question because of acts done in the attempted performance of their duties as a police officer, the member shall be indemnified for any necessary and reasonable legal costs directly arising from the protection of the member's interest at such inquiry, but only if:
 - i) The Chief of Police or the Board does not provide counsel to represent the Service, at the Board's expense; or
 - ii) In the opinion of counsel retained by the Chief of Police or the Board to represent the Service, it would be improper for counsel to represent the Chief of Police and/or the Board and the member before that inquiry.
- d) This article applies only to hearings or inquests concerning acts done in the performance in good faith of the member's duties as a police officer.
- e) The Board agrees that legal counsel(s) may be provided at the Board's expense to a member(s) who, as a result of police duties, may be directly or indirectly involved in an occurrence investigated by the Special Investigations Unit on the following basis:
 - i) The benefit afforded the member(s) shall include counsel immediately after the occurrence and during the investigation period, for the purpose of providing legal advice and guidance to the member(s) involved during the period of investigation;
 - ii) Where more than one member has been designated as a witness with respect to an SIU investigation, reasonable legal costs will be indemnified for one counsel collectively for all witness members; or
 - iii) The benefit afforded the member(s) under this clause ceases upon completion of the SIU investigation; this does not preclude coverage under other clauses of this article.
- f) The Executive Services Inspector or designate shall be required to give the President of the Association prompt notification of any investigation by the Special Investigations Unit.

25.2 A member shall not be indemnified under this article for legal costs arising from:

- a) A grievance or complaint under the collective agreement between the Board and the Association;
- b) An act or omission of the member acting in their capacity as a private citizen;
- c) An internal discipline charge under the *Police Services Act, R.S.O. 1990, c. P.15, and Regulations*; or
- d) Where the Board can establish that the actions of the member giving rise to the cause of action, the charge, or the subject matter of an inquiry amounted to a gross dereliction of duty or deliberate abuse of a member's powers as a police officer.

- 25.3** For the purpose of legal indemnification under this collective agreement, "reasonable legal costs" shall be based on the account rendered by the counsel performing the work. The account shall be subject initially to the approval of the counsel retained by the Board and, in the case of a dispute between the counsel rendering the account and doing the work and the Board's solicitor, the amount shall be paid after it has been assessed on a solicitor and client basis by an assessment officer of the Ontario Court of Justice (General Division). In those situations where there is an extended legal proceeding, the Board shall be continuously apprised of legal indemnification costs.
- 25.4** For the purpose of legal indemnification under this collective 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.

26 PART TIME MEMBERS

26.1 Subject to the modifications as specified in this Article, all other Articles of this collective agreement shall have full application to all part time members excluding the following:

- 6.1 Hours of Work
- 6.2 Lunch period
- 7.2 Court Time
- 7.3 Court Overtime
- 7.5 Call Out
- 7.8 b) Banking of Overtime
- 7.8 c) Banking of Overtime
- 7.8 d) Banking of Overtime
- 7.8 e) Banking of Overtime
- 7.9 Stand by Pay
- 7.10 Identification & Breathalyzer Stand by Pay
- 7.11 Statutory Pay
- 7.12 Meetings
- 9.1 Compassionate Leave
- 9.2 a) Medical Leave
- 9.2 b) Medical Leave
- 9.2 c) Medical Leave
- 9.2 h) Medical Leave – Family Leave
- 9.2 i) Medical Leave – Sick Leave Credits
- 9.2 j) Medical Leave – Termination or Promotion
- 9.2 k) Medical Leave – Retirement or Death
- 9.9 m) Leave – Special Circumstances
- 9.3 Marriage Leave
- 12.1 Medical Benefits
- 15 Education Leave
- 17 Annual and Statutory Leave
- 18 Plain Clothes Reimbursement

21	Acting Ranks
22	Promotions
27	Job Share
28.5	Benefits – laid off members

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

- a) Members on approved leaves, including annual leaves;
- b) Interim assistance during short term secondments;
- c) Exigencies of the Service;
- d) Placement on a platoon with a regular work schedule; or
- e) Job sharing.

26.3 HOURS OF WORK

- a) There is no guarantee of hours for part time members in a pay period.
- b) Subject to clause 26.2, a part time member will work a minimum of four (4) hours.
- c) A part time member who is assigned to provide relief as described in clause 26.2 a) and/or 26.2 b) shall be scheduled to work, whenever possible, the full time member's entire or remaining scheduled shift.

26.4 Shift premium shall be paid at twenty-four cents (\$0.24) per each hour worked on the straight time hourly rate only.

26.5 Subject to clause 26.2 above, the Board shall not appoint part time members to fill newly created, current or previously existing full time positions. Further, two (2) or more part time members shall not be appointed to fill a position that could otherwise be filled by a full time member.

26.6 The normal hours of work shall not exceed the set schedule of eight (8) or ten (10) hours for the position in which the part time member is providing relief coverage. Hours worked which extend beyond the normal hours of work shall be paid in accordance to the overtime provisions in Article 7, however banking of overtime is not permitted.

26.7 The Board agrees to appoint no more than five (5) part time members. In general, one (1) part time member will be assigned to each platoon.

26.8 Paid lunch and rest periods shall be as follows:

- a) Duty shifts of four (4) hours shall be entitled to one (1) fifteen (15) minute break.
- b) Duty shifts of more than four (4) hours but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute break and one half (1½) hour lunch break.
- c) Duty shifts of seven (7) hours or more shall be entitled to one (1) fifteen (15) minute break in the first (1st) half (½) of the shift, a one (1) hour lunch break and one (1) fifteen (15) minute break in the second (2nd) half (½) of the shift.

26.9 A part time member shall be paid at the rate set for their classification as outlined in Article 20 and shall progress through the pay grid upon accumulation of two thousand and eighty (2,080) hours worked for each rank. Constables may only progress to the rank of 1st class constable.

26.10 In lieu of medical benefits as provided under Article 12 of this collective agreement, a part time member shall receive eight percent (8%) of their hourly rate of pay in addition to the member's straight time hourly rate, to be paid bi-weekly.

26.11 ANNUAL LEAVE

- a) Part members shall be paid annual leave pay based on the following formulas:
- i) Start of appointment – four percent (4%) of earnings
 - ii) After 6,240 hours worked – six percent (6%) of earnings;
 - iii) After 16,640 hours worked – eight percent (8%) of earnings;
 - iv) After 29,120 hours worked – ten percent (10%) of earnings;
 - v) After 45,760 hours worked – twelve percent (12%) of earnings; and
 - vi) After 60,320 hours worked – fourteen percent (14%) of earnings.

Effective January 1, 2017, the following changes will apply:

- vii) After 43,680 hours worked – twelve percent (12%) of earnings; and
- viii) After 56,160 hours worked – fourteen percent (14%) of earnings.

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

- b) Part time members are entitled to unpaid annual leave as follows:
- i) Start of appointment – two (2) weeks;
 - ii) After 6,240 hours worked – three (3) weeks;
 - iii) After 16,640 hours worked – four (4) weeks;
 - iv) After 29,120 hours worked – five (5) weeks;
 - v) After 45,760 hours worked – six (6) weeks; and
 - vi) After 60,320 hours worked – seven (7) weeks.

Effective January 1, 2017, the following changes will apply:

- vii) After 43,680 hours worked – six (6); and
- i) After 56,160 hours worked – seven (7) weeks.

- c) To be scheduled for unpaid leave, part time members may sign the part time leave list provided in order of seniority. The leave list provided will be in calendar weeks.
- d) Part time members may sign for a maximum of two (2) weeks during the peak vacation period between June 15th to September 15th.

26.12 A part time member shall be entitled to statutory holidays in accordance with the provisions of the *Employment Standards Act, 2000 S.O. c.41*. A member who works on the recognized statutory holiday will be paid at the rate of two and one half (2½) times the member's regular straight time hourly rate of pay. This provision shall be inclusive of all rights under the *Employment Standards Act, 2000 S.O. c.41*.

26.13 A part time member shall be entitled to participate in the OMERS pension Plan in accordance with the provisions of the *Pension Benefits Act, R.S.O. 1990, c. P.8*, and the *OMERS Act, 2006, S.O. 2006, c. 2*, and the OMERS Agreement. The Service shall notify the member when they qualify for membership in the OMERS plan. Part time members collecting OMERS pension are subject to the provisions of the OMERS Agreement.

26.14 A part time member shall accumulate seniority from the date of appointment based on hours worked. Seniority shall have effect wherever seniority has application in this collective agreement. Seniority will be reflected in hours on the part time seniority list.

26.15 Seniority accumulated as a part time member shall be credited to a member who becomes a full time member.

- 26.16** Full time members who transfer to part time shall retain their seniority converted to hours of service.
- 26.17** Full time members with a minimum of ten (10) years of service who transfer to part time status will receive payment based on their full time rate of pay for one half (½) unused sick leave gratuities accumulated to date not to exceed six (6) months' salary at the rate in effect as of the transfer and any unused overtime credits banked and prorated shift premium if applicable.
- Full time members with less than ten (10) years of service who transfer to part time status will have sick leave gratuities accumulated to date suspended until such time the member returns to a full time position with the Service.
- 26.18** The probationary period for part time members shall be as set out in the *Police Services Act, R.S.O. 1990, c. P.15*.
- 26.19** Call out to extra duty shall only apply if it is not part of the member's regular duty to cover absences for which advance notice is not always possible. Call out shall apply if a member is required to return to duty after their duty shift has concluded or to attend to duty before their shift commences, on the same calendar date, but shall not include attendance at court. Members will be paid for such call out and banking of time will not be permitted.
- 26.20** Court attendance will be scheduled and paid at straight time with a minimum of a four (4) hour shift. Should court attendance be less than four (4) hours, the part time member shall report to the duty supervisor for the remainder of their shift.
- 26.21** Part time members shall be required to attend all scheduled and mandatory use of force training and shall be paid at straight time for all hours in attendance.

27 JOB SHARING

- 27.1** Subject to the modification as specified in this Article, all other Articles of this collective agreement shall have full application to all job share participants excluding the following:
- 6.2 b) Excused from Duty
 - 7.9 Stand by Pay
 - 7.10 Identification and Breathalyzer on Call
 - 9.2 a) Medical Leave
 - 12.1 Medical Benefits – Plan Coverage
 - 12.2 Medical Benefits – Health Spending Account
 - 17 Annual and Statutory Leave
 - 18 Plain Clothes Reimbursement
 - 21 Acting Ranks
 - 26 Part time Members
 - 28.5 Benefits for laid off members
- 27.2** All such positions shall be considered full time.

- 27.3** The total number of members allowed to job share will be up to a maximum of five (5) positions, which shall be one (1) per platoon in Neighbourhood Services – Patrol. If expansion of the maximum number of job-shared positions is desired by either party, such will be done so by mutual agreement between the parties. Members who are presently working full-time and wish to make application to job share shall do so to Human Resource Services. If the member does not have agreement from another qualified member who wishes to job share at the time of application, the remainder of the original position shall be posted. If no applications are received for the remainder of the position, the member applying shall remain full time or make application for any available part time position.
- 27.4** No job sharing arrangement will be approved to permit the member to carry on a secondary activity which may contravene section 49 of the *Police Services Act, R.S.O. 1990, c. P.15*, but otherwise, the reasons a member may apply for a job sharing arrangement are not relevant to the decision of the Service whether or not to approve such arrangement.
- 27.5** The Service shall not approve any job sharing arrangement which would have the effect of increasing costs to the Service.
- 27.6** The Service shall not approve any job sharing arrangement in respect of any proposed participant whose job performance at the time of application is unsatisfactory based on advice received from the proposed participant's supervisor.
- 27.7** The Service shall not approve any job sharing arrangement in respect of any proposed participant who has not completed at least two years of employment with this Service.
- 27.8** Job share participants are not eligible for selection for training or transfer positions until such time as a written commitment from the member is received to terminate the job share arrangement and revert to full time status on the date of transfer to the new full time position or sooner if required.
- 27.9**
- a) A job share member wishing to terminate their job share arrangement and return to full-time status shall only do so when a full time position becomes available. If the available position is a vacancy in Neighbourhood Services – Patrol, the member will be reassigned to this position. If the available position is a transfer posting, the member will be required to apply for that position and will only be eligible for transfer if they are selected as the successful candidate.
 - b) If one of the job share members terminates their employment, is reassigned to a full time Neighbourhood Services – Patrol position, or is selected as the successful candidate for a full time training or transfer position, the remaining participant shall have the option of reverting to full time or requesting the posting of the remainder of the position subject to clause 27.3 or applying for any available part time position. If the posting is not filled, the job share member will revert to full time.
- 27.10** A job share member's vacant hours of work resulting from pre-scheduled annual leave, training leave or any other leave of absence, with the exception of illness or pregnancy, shall be covered by the job share partner. Vacant hours resulting from illness shall be offered to the job share partner first. It is the responsibility of the job share partner who is ill to contact their partner to determine if they are available. If the job share partner is not available to cover the shift(s), the job share partner who is ill shall contact the officer in charge.
- 27.11** Job share members will have the option of determining between themselves, with the approval of their supervisor, which portion of the hours or shift rotation they will work. It is the intention of this provision that the hours of work be shared equally between the participants.
- 27.12** The job share member shall be paid at the rate set out for their classification as outlined in Article 20 and shall progress through the pay grid upon accumulation of two thousand and eighty (2,080) hours worked for each level.

27.13 Paid lunch and rest periods shall be as follows:

- a) Duty shifts of four (4) hours shall be entitled to one (1) fifteen (15) minute break.
- b) Duty shifts of more than four (4) hours but less than seven (7) hours shall be entitled to one (1) fifteen (15) minute break and one half (½) hour lunch break.
- c) Duty shift of more than seven (7) hours shall be entitled to one (1) fifteen (15) minute break in the first (1st) half (½) of the shift, a one (1) hour lunch break and one (1) fifteen (15) minute break in the second (2nd) half (½) of the shift.
- d) Members who do not receive a one (1) hour lunch break due to exigencies of the Service will be paid their regular hourly rate for the missed one (1) hour lunch break.

27.14 In lieu of medical benefits as provided under Article 12 of this collective agreement, a job share member shall receive eight percent (8%) of their hourly rate of pay in addition to the member's straight time hourly rate to be paid bi-weekly.

27.15

- a) Job share members shall be paid annual leave pay based on the following formulas:
 - i) Start of appointment – four percent (4%) of earnings
 - ii) After 6,240 hours worked – six percent (6%) of earnings
 - iii) After 16,640 hours worked – eight percent (8%) of earnings
 - iv) After 29,120 hours worked – ten percent (10%) of earnings
 - v) After 45,760 hours worked – twelve percent (12%) of earnings
 - vi) After 60,320 hours worked – fourteen percent (14%) of earnings

Effective January 1, 2017, the following changes will apply:

- i) After 43,680 hours worked – twelve percent (12%) of earnings; and
- ii) After 56,160 hours worked – fourteen percent (14%) of earnings.

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

- b) Job share members shall be entitled to statutory holidays and unpaid annual leave in accordance with the *Employment Standards Act, 2000 S.O. c.41*.
- c) A member who works on the recognized statutory holiday will be paid at the rate of two and one half (2½) time the member's regular straight time hourly rate of pay. This shall be inclusive of all rights under the *Employment Standards Act, 2000 S.O. c.41*.

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

27.17 Job share members will accumulate annual sick leave credits at fifty percent (50%) of the full time rate. For the purposes of this Article, each job share member will be credited with 5 (five) hours of sick leave credit per month. Of each year's credit not used as sick leave or leave of absence, such time shall be carried forward from year to year and such accumulation to be added monthly. Sick days shall be counted as normal working days only.

27.18 The job sharing arrangement may be terminated by either job share partner, by the Board, or by the Association, at any time during the duration of the arrangement.

A job share arrangement entered into on or after the date of this collective agreement can be terminated by any of these parties, provided no less than sixty (60) calendar days written notice is provided by the party wishing to terminate the arrangement to the other job share partner, the Board, and the Association. This notice requirement shall apply where one (1) job share partner wishes to leave the job share position for any reason, including retirement and/or cessation of employment with the Service.

For any job share arrangement already in place at the date of this collective agreement, one (1) year's notice must be given by any party wishing to terminate the arrangement.

28 LAYOFF AND RECALL

28.1 SENIORITY

Seniority is defined as the length of continuous service with the Service and for the purpose of this Article shall be applied in determining the order of layoff and recall of members.

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

28.3 EMPLOYMENT AND SENIORITY RIGHTS

Employment and seniority rights shall cease in the following circumstances:

- a) If a member resigns;
- b) If a member is discharged under the *Police Services Act, R.S.O. 1990, c. P.15*, and not re-instated;
- c) If a member retires;
- d) If a member is laid off for a period in excess of thirty-six (36) months for 1st class constables and those ranks above; where a probationary constable up to the rank of 1st class constable has been laid off for a period in excess of twenty-four (24) months; and/or
- e) If a member who has been laid off does not report for work within ten (10) working days of recall as provided for in clause 28.4 b).

28.4 STAFF REDUCTION

- a) Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of the *Police Services Act, R.S.O. 1990, c. P.15*, the layoff of full time members shall occur by reverse order of seniority only after all part time members have been laid off. When a vacancy in the complement of the Service exists, the members on the layoff list shall be recalled in the order of seniority provided the member meets the necessary qualifications for the position.
- b) Members laid off due to a reduction in staff and who fail to return to work within ten (10) working days after notice of return to work has been forwarded by registered mail to the last known address of such member shall be deemed to have severed their service with the Board and shall forfeit all seniority rights. In the case of sickness or other just cause, recall rights and not seniority rights shall be forfeited.
- c) No new members will be appointed until those laid off members have been given an opportunity to recall.

28.5 BENEFITS

The right of laid off members to paid benefits under this collective agreement shall continue for a period of three (3) months and the members affected shall have the right to continue coverage by making direct payments for a further period of nine (9) months.

29 SPECIAL DUTIES

- 29.1** Special duty is performed by a member apart from their regular duty at the request of and paid for by individuals, corporations, or other organizations, and sanctioned by the Chief of Police or designate.
- 29.2** Special duty will be administered by the Guelph Police Service.
- 29.3** Special duty shall be voluntary and shall be distributed as fairly and equitably as possible among those members who have made themselves available to undertake such duties in accordance with Service procedure.
- 29.4** Members who work special duty shall be compensated on their bi-weekly pay through the Service.
- 29.5** RIDE duties, paid through a provincial grant, are pre-arranged duties for which volunteering members shall be compensated at two (2) times the applicable hourly rate of pay for a minimum of 3 (three) hours or 4 (four) hours, as the case may be.

RIDE duties may be cancelled because of inclement weather conditions at least two (2) hours prior to the commencement of the duty either by personal notification or by leaving a message at the member's home. The decision to cancel RIDE duties will be made by the senior supervisor assigned to the RIDE duty. Where the required notice is not provided, the member shall be compensated for one (1) hour, calculated at two (2) times the applicable hourly rate.

30 TERMINATION OR VARIATION

- 30.1** Subject to clause 30.2 hereof, the terms and conditions of this collective agreement shall remain in full force and effect from January 1, 2015 until December 31, 2018, and thereafter until replaced by a new collective agreement, decision or award.
- 30.2** Pursuant to the provision of the *Police Services Act, R.S.O. 1990, c. P.15*, Chapter 10, Section 29(1) either party may, notwithstanding the provisions of the existing collective agreement, commence bargaining at any time after ninety (90) days before a collective agreement would expire.

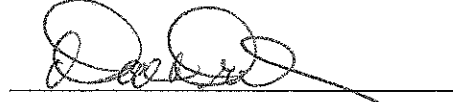
IN WITNESS WHEREOF, the Board has executed this instrument by the hand of their Officers, duly authorized, and the members have caused this instrument to be executed by their proper Officers hereto duly authorized.

GUELPH POLICE ASSOCIATION INC.

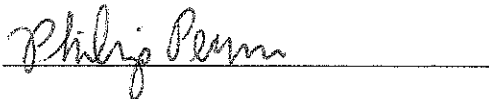


PRESIDENT

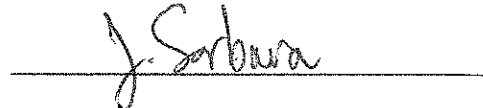
THE GUELPH POLICE SERVICES BOARD



CHAIR



MEMBER



MEMBER

Dated at the City of Guelph. This 22 day of June 2017
(original copies signed and given to Board)

**MEMORANDUM OF UNDERSTANDING FOR THE IMPLEMENTATION OF THE COMPRESSED
WORK WEEK SCHEDULE PILOT PROJECT ("Memorandum")**

BETWEEN

THE GUELPH POLICE SERVICES BOARD

(hereinafter referred to collectively as "the GPSB")

and

THE GUELPH POLICE ASSOCIATION

(hereinafter referred to as "the GPA")

WHEREAS the hours of work of members of the GPA are set out in the current Collective Agreements (Police and Civilian) between the GPSB and the GPA;

AND WHEREAS the GPSB and the GPA agreed in collective bargaining to form a joint committee to conduct a review of the current shift schedules within the Collective Agreements and recommend a new or modified shift schedule to provide better service to the community, to improve efficiency, to better match resources to demand for services, and contribute to health and work life balance;

AND WHEREAS the committee has presented their findings and recommended a replacement to the current 5-35 shift system;

AND WHEREAS the members of the GPA and the GPSB have agreed to implement a Pilot compressed work week schedule commencing the 7th day of January 2018 and ending December 31st, 2019;

THE PARTIES AGREE AS FOLLOWS:

1. This letter shall form part of both the Police and Civilian Collective Agreements between the parties.
2. Article 4.1(c) of the Police Collective Agreement and 4.3(1) of the Civilian Collective Agreement are amended to reflect the rotation for the 5-4 12 hour shift rotation. The

schedule to be implemented will be as depicted in the following chart:

PLATOON	Week 1							Week 2							Week 3							Week 4																					
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
A		D	D								D	D									D	D										D	D										
B				D	D								D	D	D																												
C						D	D	D																																			
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3. The start times will be at the discretion of the Chief of Police and may be altered as necessary to provide adequate police service.
4. Article 6.2(a) and 6.2(b) of the Police Collective Agreement shall be amended to reflect that the police members on the 5-4 shift system shall be assigned a ninety (90) minute lunch period. Lunch breaks will not be assigned by a supervisor to commence within the first three (3) hours of the shift or the last three (3) hours of the shift unless mutually agreed upon between the member and the member's supervisor. Civilian members will receive lunch periods as per article 6.6(e) of the current Civilian Collective Agreement.
5. Article 6.4 of the Police Collective Agreement referencing "Shift Premiums – 3 Shifts" is amended to "Shift Premiums – 12 Hour Shifts." The clause will reflect "twelve (12) hour shifts" to replace "three (3) shifts."
6. Article 7.6(b) of the Police Collective Agreement will be amended to "ten (10) or twelve (12) hour shift" for the purpose of the meal allowance.
7. Article 14.2(b) (Training Days) of the Police Collective Agreement and 6.9 of the Civilian Collective Agreement related to training days for members working the 5-35 schedule will be suspended for the duration of this Pilot.
8. Accrued leave is defined as follows:
Members working twelve (12) hour shifts will be entitled to accrued leave of eight (8) hours per twenty eight (28) day shift rotation. A total of one hundred and four (104) hours will be credited to the member's accrued leave bank annually. Members working less than a full year shall have their accrued leave prorated accordingly. Accrued leave will be signed in conjunction with the annual leave selection lists for each Division/Platoon.
9. Articles 7.2 (Court Time), 7.4 (Court Break), and 17.3(g) (Annual Leave) of the Police Collective Agreement will include "Accrued Leave" as defined above.
10. Accrued time shall not accumulate while off duty on W.S.I.B.
11. In reference to articles 17 of the Police collective agreement and 15 of the Civilian Collective Agreement, the references to three shifts will be suspended by this memorandum. The three shift annual leave selection clause will be suspended and replaced with the following chart:

First Round	<ul style="list-style-type: none"> • Sign for 1 or 2 blocks; if 2 blocks are signed, they must be consecutive • A 4 shift block is 48 hours; 5 shift block is 60 hours; 2 blocks together is either 108 hours (4+5 = 9 shifts x 12 hours) or 120 hours (5+5 = 10 shifts x 12 hours) • Automatically deduct 8 or 20 hours per block from the member's Accrued Leave bank depending on the number of shifts during the blocks selected (9 or 10 shifts)
Second Round	<ul style="list-style-type: none"> • Sign for Statutory Leave (104 hours) • If more than one block is chosen, the member's Accrued bank will be deducted 4 or 16 hours depending on the number of shifts during the blocks selected (9 or 10 shifts)
Third Round	<ul style="list-style-type: none"> • Sign for remaining Accrued Leave (up to 56 hours have already been deducted)
Fourth Round	<ul style="list-style-type: none"> • Sign for remaining Annual and Statutory Leave combined
Notes	<ul style="list-style-type: none"> • Members may sign 3 consecutive blocks maximum to reduce the impact on operations • The deductions from the Accrued bank allow junior members to sign for more than one block during the first round of signing, thus bringing equity to the signing process • Deducting from the Accrued bank on the second signing allows for members to sign for more than one block, as two blocks are 108 or 120 hours and Statutory Bank is 104 hours

12. Article 27.3 of the police collective agreement will be amended to allow a maximum of four (4) positions (one per platoon).

13. The Pilot project may be terminated by either party at the expiration of this agreement with one hundred and eighty (180) days notification in writing, or earlier with mutual consent by both parties.

14. The Joint committee will assess the effectiveness of the new shift schedule after it has been in place for twelve (12) months, or sooner if an issue is identified by either party, and will recommend adjustments to the shift, reversion to the 5-35 schedule, or an entirely new shift depending on the results of the assessment.

TERM, AMENDMENTS AND DESIGNATES

In the event notice to terminate is not given pursuant to clause 13, this Memorandum shall, effective January 1, 2020, form part of the Police and Civilian Collective Agreements on the same terms as set out herein or as modified, in writing, by the parties pursuant to clause 14.


AGREEMENT AND INTERPRETATION


The Parties agree that this Memorandum reflects the entire agreement between the parties and replaces all prior communications related to the subject matter of this Memorandum. This

Memorandum may not be amended unless such is done in writing by the parties through their duly authorized representatives.

THE GUELPH POLICE SERVICES BOARD

GUELPH POLICE ASSOCIATION


Name: Don Drake
Title: Chair
Date: Apr. 20/17


Name: Matt Sotham
Title: President. GPA.
Date: 20 April 2017