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**HANOVER POLICE ASSOCIATION**

**UNIFORM MEMBERS**

**2015-2017**

**COLLECTIVE AGREEMENT**

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# HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

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**HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT**

**MUNICIPAL POLICE SERVICES BOARD  
OF THE TOWN OF HANOVER**

Hereinafter called "The Board" of the first part

and

**THE HANOVER POLICE ASSOCIATION  
UNIFORM MEMBERS**

Hereinafter called "The Association" of the second part

Whereas the Municipal Police Services Board of the Town of Hanover and the Hanover Police Association agreed to enter into a collective agreement effective;

the first (1st) day of January, 2015

to remain in force until and including the

thirty-first (31st) day of December, 2017

and from year to year thereafter as hereinafter provided.

**Now, therefore, this agreement witnesseth** that in consideration of the premises, the Board and the Association hereby mutually covenant and agree as follows

**DEFINITIONS - INTERPRETATIONS**

In the Agreement:

- 1.01 "MEMBER" means "Uniform Members of the HANOVER POLICE ASSOCIATION."
- 1.02 "BOARD" means "HANOVER POLICE SERVICES Board."
- 1.03 "CHIEF" means "The Chief of Police of the HANOVER POLICE SERVICE, or in his/her absence, his/her designate."
- 1.04 "MUNICIPALITY" means "The Corporation of the Town of Hanover".
- 1.05 "SERVICE" means "The HANOVER POLICE SERVICE."
- 1.06 "HOURLY RATE" means "1/2080 of a sworn Member's current annual salary."



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- 1.07 "OVERTIME RATE" means "one and one-half (1 1/2) times the sworn Member's current hourly rate."
- 1.08 "POLICE OFFICER" means a sworn member of the HANOVER POLICE SERVICE.
- 1.09 "PART-TIME POLICE OFFICER" means a sworn member of the Hanover Police Service who works less than 2080 hours per year. The total number of accumulated hours worked in any given week shall not exceed 24 hours except when filling a vacancy created due to the absence of a full-time Member.
- 1.10 "SPOUSE" means married or common-law or in a relationship of some permanence where there is a child born of whom they are the legal parents and have so co-habited for not less than one year.
- 1.11 "DEPENDENT CHILD" shall mean a Member's Child who is
- (i) an unmarried person under the age of eighteen (18) years
  - (ii) an unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full time attendance at a school community college, university or other educational institute.
  - (iii) a person over the age of eighteen (18) years who, by reason of mental or physical disability, is unable to earn a livelihood, and includes
  - (iv) any child of whom the Member stood in loco-parentis at the time of their death.
- 1.12 "STEP CHILD" means child of Member whether married or living common-law.
- 1.13 "COURT ATTENDANCE" shall be defined as attendance whether by subpoena or direction at any judicial or quasi judicial proceedings, inquiry, tribunal or hearing established under federal, provincial or municipal statutes on behalf of the Service. It shall include travel time to and from the location of the court appearance from the Hanover Police Office.
- 1.14 In his/her agreement words importing male persons include female persons, words in the singular include the plural and words in the plural include the singular, as the context requires.

### RECOGNITION AND SCOPE

- 2.01 The Board recognizes the Association as the exclusive bargaining agent for all Members of the HANOVER POLICE SERVICE save and except the Chief, and any Commissioned Officers.

### MANAGEMENT RIGHTS

- 3.01 (a) The Association and its Members recognize and acknowledge that, subject to the provisions of the Police Services Act and Regulations made thereunder by the Lieutenant Governor in Council, it is the exclusive function of the Board to:



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

### ASSOCIATION RIGHTS

- 4.01 The Board agrees to deduct an amount as directed by the Association to be divided equally between each pay period, for Association Dues, and other amounts duly authorized by the Association from the regular pay of each Member, and after making such deduction, pay the sum so deducted to the Association at the end of each calendar month.
- 4.02 The Association shall provide the Board with written authorization for deduction of such dues and amounts, when required.
- 4.03 The Board agrees that there will be no discrimination, restraint, interference or coercion exercised or practiced, directly or indirectly, by any of its representatives against any Member in respect to his/her employment because of his/her membership or activity in the Association.
- 4.04 (a) The Board shall grant Members of the Association permission to hold monthly meetings in the Police Office.
- (b) Meetings of the Association held in the Police Office will take place at a time agreed to by the



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Chief of Police.

- 4.05 (a) Where necessary, time off with pay will be granted to a maximum of two Association Members who are on the executive or are appointed members of the bargaining committee or any other committee or otherwise represents the HANOVER POLICE ASSOCIATION for the purposes of attending any conciliation, arbitration, Ontario Civilian Police Commission (O.C.P.C.), or any other meeting sanctioned, called or attended by any member of the HANOVER POLICE SERVICES Board, that directly involves the Association. This shall include travel time.
- (b) The Board agrees that one member of the Association executive will be granted time off with pay, if necessary, and without loss of benefits to attend the quarterly or annual meetings of the Police Association of Ontario. The total time off under this paragraph will not exceed ten (10) scheduled shifts.
- (c) A part-time member is not eligible for time off with pay; a part-time member will not be scheduled for work on a day for which Association leave has been requested for this part-time member.
- 4.06 It is agreed that any permanent Member of the HANOVER POLICE SERVICE, exclusive of the Chief of Police, and any Commissioned Officers, shall become a Member of the HANOVER POLICE ASSOCIATION.

### SALARIES

5.01 The following schedule of yearly salaries shall be effective; January 1<sup>st</sup>, 2015 to December 31, 2017.

		<b>Sergeant</b>	<b>1<sup>st</sup> Class</b>	<b>2<sup>nd</sup> Class</b>	<b>3<sup>rd</sup> Class</b>	<b>4<sup>th</sup> Class</b>
		\$ 98,593.43	\$ 88,583.90	\$ 77,614.35	\$ 70,300.33	\$ 58,166.85
January 1, 2015	+1.95%	\$ 100,516.00	\$ 90,311.29	\$ 79,127.83	\$ 71,671.19	\$ 59,301.10
July 1, 2015	+0.45%	\$ 100,968.32	\$ 90,717.69	\$ 79,483.91	\$ 71,993.71	\$ 59,567.96
January 1, 2016	+1.85%	\$ 102,836.24	\$ 92,395.96	\$ 80,954.36	\$ 73,325.59	\$ 60,669.97
January 1, 2017	+1.75%	\$ 104,635.87	\$ 94,012.89	\$ 82,371.06	\$ 74,608.79	\$ 61,731.69



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- 5.02 Salaries are to be paid to Members bi-weekly and the Board shall provide each Member together with his/her pay stub, an itemized statement of his/her salary, overtime and other supplementary pay and deductions.
- 5.03 The Board shall not make any deductions from a Member's salary unless authorized by Statute, Court Order, Arbitration, or this Agreement.
- 5.04 Where a Member is assigned, in accordance with the Agreement to a lower-paying job, his/her rate shall not be reduced.
- 5.05 The Board agrees to pay a shift premium of two hundred and fifty (\$250.00) per annum to each full-time member of the Hanover Police Service. Eight dollars per month will be paid to each part-time member unless they are filling a full-time position when they will be entitled to the full-time premium. This is in compensation for shifts worked between the hours of 12:00 am and 06:00 am and paid only to members working this shift schedule. Shift premium shall be paid to the Member on the first day of December or the closest regular pay day preceding such date.

### HOURS OF WORK

- 6.01 Members shall work 2080 hours per year.
- 6.02 Primary shift officers shall work a rotation as defined in appendix "A". (Shift Schedule)
- 6.03 This clause has been deleted.
- 6.04 This clause has been deleted.
- 6.05 This clause has been deleted.
- 6.06 Officers shall be required to turn out for duty when called upon 24 hours per day in the event of an emergency.
- 6.07 A six month projected schedule shall be made available for all Members to view at all times.
- 6.08 No split tours shall be worked, unless agreed to by the Member and without duress.





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- 6.09 Members shall have two consecutive days off between any tour of duty, unless agreed to by the Member and without duress.
- 6.10 The normal hours of work for each Member shall be a tour of twelve hours (12) duty per day.
- 6.11 A Member's normal twelve hour tour of duty shall include reporting time.
- 6.12 Subject to Article 8.06, shift schedules shall reflect a minimum of a ten (10) hour period of time off between each tour of duty.
- 6.13 (a) Every Member shall have two (2) forty-five (45) minute lunch periods during a twelve hour tour of duty, two (2) thirty-five (35) minute lunch periods during a ten (10) hour tour of duty, and two (2) thirty (30) minute lunch periods during an eight (8) hour tour of duty. Members may combine their entitlement and take their lunch periods together. Lunch period entitlement must be taken while on duty and cannot be used as a means of reporting off duty prior to completion of their shift.
- (b) A Member may take his/her lunch periods outside of the police building, provided that he is in constant communication with the office during that time.
- 6.14 The duty roster will be posted thirty (30) days in advance for all members. No changes in days off or hours to be worked may be made to the roster by management, within thirty days prior to the desired date of change, without the prior mutual consent of the Member affected and the Chief of Police or his/her designate, unless at the sole discretion of the Chief the circumstances are such that the required changes could not have been foreseen or anticipated in advance of the thirty day period.
- 6.15 Annual leave shall revert to hours accumulated instead of days of eight hour shifts.
- 6.16 Sergeants may work an eight (8), ten (10) or twelve (12) hour shift.
- 6.17 (a) Sergeants eight (8), ten (10) or twelve (12) hour tour of duty shall include reporting time.
- (b) Sergeants shall have at least two (2) consecutive days off in a row unless mutually agreed upon.
- (c) Sergeants shall have two (2) forty-five (45) minute lunch periods during a twelve hour tour of duty, two (2) thirty-five (35) minute lunch periods during a ten (10) hour tour of duty, or two (2) thirty (30)

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minute lunch periods during an eight (8) hour tour of duty.

- 6.18 Under the twelve (12) hour shift system a member works an average of 42 hours per calendar week, a lieu bank of one hundred and four (104) hours shall be accumulated over the calendar year. This lieu time must be taken as time off in the half of the year that it was earned, unless agreed upon in advance by the Chief of Police or his/her designate.
- (a) These dates shall be scheduled as manpower permits, excluding the Chief and Inspector.
  - (b) The first half of lieu time for the year shall be scheduled by April 30<sup>th</sup>. The second half of lieu time for the year shall be scheduled by September 30<sup>th</sup>.
  - (c) If not selected by these dates it will be assigned by the Chief of Police or her/his designate.
  - (d) Accumulation of lieu time shall be pro-rated based on the actual weeks worked in a calendar year and shall not be accumulated for periods of time where the member is receiving short-term or long-term disability benefits.

### OVERTIME

OVERTIME WILL BE REGULATED AS FOLLOWS;

- 7.01 Overtime shall be deemed to be any time spent in the service of the Department in excess of a Member's tour of duty.
- 7.02 When a Member who completes his/her regular tour of duty without being required to continue to work overtime and who is thereafter, during his/her off duty hours and before his/her next scheduled shift
- a) recalled to duty
  - b) requested to stand-by at any designated location

he/she shall be paid at the rate of one and one half (1 ½) times his/her hourly rate for all hours of such duty (a or b), or if he/she so elects shall be granted lieu time with a minimum of four (4) hours pay or lieu time at one and one-half (1 ½) times for each such recall or required attendance.

- 7.03 Overtime may accumulate in a bank to a limit of forty (40) hours which may be maintained from year to year at the option of the Member. Overtime credits exceeding the forty (40) hour bank may be paid to



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the Member quarterly and at any other time at the Member's request and at the discretion of the Chief. Overtime in excess of forty (40) hours cannot be carried over to another year.

- 7.04 Overtime will be paid for at time and one half the hourly rate of the Member.
- 7.05 Members shall be given a minimum of twenty-four (24) hours' notice that a shift or day off has been changed, otherwise it shall be deemed to be overtime.

### COURT ATTENDANCE

- 8.01 A Member who completes his/her regular tour of duty without being required to continue to work overtime and who is thereafter, during his/her off-duty hours and before his/her next scheduled shift requested to attend court on behalf of any police duties performed while employed by this Service or as a member of this Service while on or off duty shall be paid at the rate of one and one half times (1 1/2) his/her hourly rate of pay for all hours of such duty, or if he so elects, shall be granted lieu time, with a minimum of four (4) hours' pay or lieu time at one and one half times ( 1 1/2) for each such recall or required attendance. This section does not apply to a Member attending court on behalf of a previous police employer.
- 8.02 All witness fees received by a Member for such attendance shall be turned over to the Board.
- 8.03 When a Member, while on duty, is required to attend court and is prevented from going off duty at his/her normal time by reason of such attendance in court, overtime provisions as stated in Article 7 shall apply.
- 8.04 Whenever possible a Member shall be given seven (7) days personal notice prior to his/her being required to attend court.
- 8.05 A Member who is required to attend court on behalf of any police duties performed while employed by this Service or as a member of this Service while on or off duty during his/her Annual Leave shall be paid two times his/her hourly rate of pay for all hours of such duty, and an additional day off for every day or part of day his/her appearance is required in court thereafter. Such time off accumulated will be granted as lieu time as provided in Section 7.05. In clarification, where a member is required to attend court on a day off that occurs between the block of shifts selected by the Member as annual leave, the



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said court appearance is deemed to be on the Member's annual leave and overtime is payable at the same rate as paid for an appearance during the employee's Annual Leave. This section does not apply to a member attending court on behalf of a previous employer.

- 8.06 A Member required to appear in court on a morning after completing a midnight shift shall be granted such time off as necessary to allow eight (8) clear hours off after being excused from court and before being required to report for the remainder of his/her next regularly scheduled tour of duty, without loss of time.

### OUT OF TOWN ASSIGNMENTS

- 9.01 Each Member shall be reimbursed for mileage incurred while on work related business in their vehicle. Such mileage shall be the rate established by and paid to Members of the Board. Members shall have prior consent for the use of their own vehicle from the Chief of Police or his/her designate.
- 9.02 While on departmental business out of town with the exception of Walkerton court each Member shall be allowed a meal allowance of a maximum of \$50.00 per day, broken down as \$5.00 breakfast, \$20.00 lunch, and \$25.00 dinner, provided the said Member is out of town over a breakfast, lunch or dinner period. The allowance shall be subject to receipts being provided.

### POLICE COURSE TRANSPORTATION ALLOWANCE

- 10.01 Every Member who attends any Police related course or seminar at any institution authorized by the Chief of Police, shall be reimbursed in addition to his/her normal salary, parking expenses and kilometers each way.


A week or less - to and from as per section 9.01

A 2 week course – 1 return trip

A 3 week course - 2 return trips

A 4 week course or longer - 3 return trips

Reimbursement shall be in accordance with the rate in Section 9.01. Members shall have prior consent for the use of their own vehicle from the Chief of Police or his/her designate. These reimbursements shall be paid to the members as traveling expenses.

A handwritten signature in black ink, appearing to be a stylized 'D' followed by a flourish, with the number '12' written at the end.

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10.02 Provisions of Article 10.01 shall not apply to members attending the recruit training program at the Ontario Police College.

10.03 Members attending the recruit training program at the Ontario Police College shall be responsible for their own tuition fee.

### **ASSOCIATION NOTICES**

11.01 The Association shall have the right to post association notices in the Police Office in a location designated by the Chief of Police.

### **LEGAL INDEMNIFICATION**

12.01 A Member of the Police Service who is subpoenaed to appear before an inquiry initiated under s.25 or s.26 of the Police Services Act, shall be indemnified for the necessary and reasonable legal costs incurred in representing his/her interests in such an inquiry only.

12.02 Where no other Member of the Police Service, excluding the Chief of Police, has been subpoenaed to appear before the inquiry.

12.03 Where more than one Member of the Police Service is subpoenaed to appear other than the Chief of Police, in such a case there shall be only one counsel representing the Members of the Police Service excluding the Chief of Police or;

12.04 Where the counsel representing the Members of the Police Service, excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the Member and the other Members of the Service.

12.05 The counsel representing a Member of the Police Service under 12.02 and 12.03 shall be counsel selected by the Police Association. Counsel representing a Member of the Police Service under 13.13 shall be counsel selected by the Member of the Service.

12.06 Where a Member intends to apply to the Board for Indemnification, the Member shall, within thirty days of receiving a subpoena to appear before an inquiry under s.25 or s.26 of the Police Services Act, apply

A handwritten signature in black ink, followed by the number 13, located in the bottom right corner of the page.

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to the Board in writing for approval to retain counsel and shall advise the Board in writing of the counsel to be so retained. In the event the Board objects to the counsel to be retained, the matter shall be resolved by a Member of the Board and a Member of the Association Executive designated for that purpose.

- 12.07 Notwithstanding 12.01, the Board may refuse payment otherwise required under 12.01 where the subpoena is with respect to acts by the Member of the Police Service which were not done in the attempted performance in good faith of his/her duties as a Member.
- 12.08 For the purpose of 12.01, "necessary and reasonable costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the solicitor for the Municipality and, in the case of dispute between the solicitor doing the work and the solicitor for the Municipality, assessment on a solicitor and client basis by an assessment officer of the Supreme Court of Ontario.
- 12.09 The HANOVER POLICE SERVICES Board agrees to pay for all legal costs incurred by any member of the HANOVER POLICE SERVICE who requires legal representation during any interview with an investigator of the Special Investigations Unit.
- 12.10 The HANOVER POLICE SERVICES Board agrees to pay for all legal costs incurred by any accused member of the HANOVER POLICE SERVICE concerning a public complaint investigation that involves allegations of criminal misconduct. This will include legal representation during any interview or hearing the accused member is required to attend.
- 12.11 In the event that a member of the Service is criminally charged as a result of a Special Investigation Unit investigation or a public complaint investigation, and the member is subsequently convicted, the HANOVER POLICE SERVICES Board will not be responsible for any legal costs incurred by the member.

### LEGAL FEES AND COSTS

- 13.01 The Board shall pay all necessary and reasonable legal costs incurred by a Member who is charged with and finally acquitted of a criminal or statutory offence as a consequence of his/her attempted performance in good faith of his/her assigned duties as a Member whether or not he/she was on a tour of duty at the time.



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- 13.02 Notwithstanding Paragraph 13.01 the Board shall pay all necessary and reasonable legal costs incurred by a Member who pleads or is found guilty of a criminal or statutory offence where the court, instead of convicting him/her, grants him/her, an absolute discharge and the Board and Chief of Police are satisfied that the Member's actions were not a gross dereliction of assigned duty or an abuse of his/her powers as a Member but was motivated by an intent to do his/her assigned duty as a Member.
- 13.03 The Board shall pay all damages and costs awarded against a Member where;
- 13.04 A civil action or proceeding is brought against the Member as a result of acts done by him/her in the attempted performance in good faith of his/her assigned duties as a Member, whether or not he/she was on a tour of duty at the time, and
- 13.05 The Board is not joined as a party in the action or proceeding pursuant to Section 50(1) of the Police Services Act, and the Board does not defend the action on behalf of itself and the Member as joint tortfeasor at the Board's sole expense, or
- 13.06 The Chief is joined as a party in such action or proceeding, but the solicitor retained on behalf of the Chief is of the view that it would be improper for him to act for both the Chief and the Member, and
- 13.07 The Member's actions do not constitute a gross dereliction of duty or a deliberate abuse of his/her powers as a Member.
- 13.08 For greater certainty, Members shall not be indemnified for legal costs arising from;
- 13.09 A grievance or complaint under the collective agreement between the Board and the Association or under the Police Services Act;
- 13.10 The actions or omissions of Members acting in their capacity as private citizens;
- 13.11 Discipline charges under the Police Services Act and regulations thereunder or from discipline under any Act.
- 13.12 The Board shall pay any sum required to be paid by a Member in connection with the settlement of any

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claim made against him/her in an action or proceeding referred to in Article 13.01 to 13.07 inclusive provided the settlement is approved by the Board before it is made.

- 13.13 Where the Chief or the Board elects to provide legal counsel to defend a Member in any legal action or proceeding covered by Article 13, the Board shall pay the cost of such counsel irrespective of the outcome.
- 13.14 Where, in an inquiry under the Coroner's Act, a member's conduct is called into question because of acts done by him/her in the attempted performance, in good faith of his/her assigned duties as a police officer, the Board shall pay for the necessary and reasonable legal costs incurred in representing his/her interests in any such inquiry, providing;
- 13.15 The Chief or the Board does not provide counsel to represent the member at the Board's expense; or
- 13.16 Counsel provided by the Chief or the Board to represent either or both of them as well as the member is of the opinion that it would be improper for him/her to act for both the Chief or the Board and the member in the inquiry.

### ANNUAL LEAVE

- 14.01 Every Member shall be entitled to annual leave with pay between January 1st and December 31st each year.
- 14.02 Where a Member joins the Service after January 1<sup>st</sup> in a calendar year, annual leave entitlement shall be granted in that year on a pro rata basis.
- 14.03 Each Member will be entitled to annual leave, set out in the following scale:

Less than 3 years of completed service	80 hours Annual Leave
3 years of completed service	120 hours Annual Leave
4 years of completed service	128 hours Annual Leave
5 years of completed service	136 hours Annual Leave
6 years of completed service	144 hours Annual Leave
7 years of completed service	152 hours Annual Leave
8 years of completed service	160 hours Annual Leave
9 years of completed service	160 hours Annual Leave



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10 years of completed service	168 hours Annual Leave
11 years of completed service	176 hours Annual Leave
12 years of completed service	184 hours Annual Leave
13 years of completed service	192 hours Annual Leave
14 years of completed service	200 hours Annual Leave
15 years of completed service	200 hours Annual Leave
16 years of completed service	208 hours Annual Leave
17 years of completed service	216 hours Annual Leave
18 years of completed service	224 hours Annual Leave
19 years of completed service	232 hours Annual Leave
20 - 24 years of completed service	240 hours Annual Leave
25 years of completed service	280 hours Annual Leave

- 14.04 Annual leave is to be selected by members in order of Seniority. Members may sign a maximum of ninety-six (96) hours in the prime time period (May 15<sup>th</sup> to September 15<sup>th</sup>). Members may then sign the remainder of the Annual Leave outside the prime time period.
- 14.05 When a member has been unable to use his/her holidays or stats as time off within each year and it results in a carry over to the next year, the Board shall allow that Member up to a maximum of forty-eight (48) hours time off and any excess of accumulated hours shall be paid out. The maximum of forty-eight (48) hours off shall not be used in prime time. Accumulated overtime in excess of forty-eight (48) hours may be carried over with the approval of the Chief.

### STATUTORY - PAID HOLIDAYS

- 15.01 Every Member shall be entitled to the following paid holidays in each calendar year of the term of this Agreement.

- |                     |                    |
|---------------------|--------------------|
| 1. New Year's Day   | 2. Good Friday     |
| 3. Easter Monday    | 4. Victoria Day    |
| 5. Canada Day       | 6. Labour Day      |
| 7. Thanksgiving Day | 8. Remembrance Day |
| 9. Christmas Day    | 10. Boxing Day     |
| 11. Civic Holiday   | 12. Family Day     |

and any other day proclaimed a public holiday by the Federal, Provincial or Municipal Government.

- 15.02 A Member required to work a full shift on a designated Statutory Holiday shall be entitled to



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compensation equal to one and one half times (1 ½ ) the hours of the shift that falls on the designated Statutory Holiday. This will also include any other holiday proclaimed as a Statutory Holiday by the Federal/Provincial Government.

- 15.03 Statutory Holidays will be taken as time off in the half of the year that it was earned, unless agreed upon in advance by the Chief of Police or his/her designate. Statutory Holidays will be signed for in reverse order of seniority after all annual leave entitlements have been signed for;
- (a) These dates shall be scheduled as manpower permits, excluding the Chief and Inspector.
  - (b) The first half of Statutory Holiday time for the year shall be scheduled by April 30<sup>th</sup>. The second half of Statutory Holiday time for the year shall be scheduled by September 30<sup>th</sup>.
  - (c) If not selected by these dates it will be assigned by the Chief of Police or her/his designate.
- 15.04 At the beginning of each calendar year every member shall receive banked hours equivalent to eight (8) hours for every Stat Holiday listed as per Section 15.01.

### COMPASSIONATE & SPECIAL LEAVE

- 16.01 Police Officers shall be granted up to five (5) days leave of absence which shall be interpreted to mean five shifts regardless of duration of 8, 10 or 12 hours to attend the funeral of a family member in the immediate family. Traveling time is at the discretion of the Chief of Police in the case of death in the immediate family of the Member concerned. For the purpose of this article, the term immediate family shall be limited to, including the following relations only; Spouse, child or step child, daughter/son-in-law, grandchild. A member may hold one day for a scheduled interment or memorial service to be taken within six months of the date of death.
- 16.02 Police Officers shall be granted up to four (4) days leave of absence with pay to attend the funeral which shall be interpreted to mean four shifts regardless of duration of 8, 10 or 12 hours. The leave of absence with pay is in addition to his/her regular days off, on the death of a member of his/her family. Family shall mean the members; Father, Mother, Persons standing in Loco-Parentis, Sisters, Brothers, Mother-in-law, Father-in-law, Grandparents, Grandparents - in - law and brother/sister-in-law. A member may hold one day for a scheduled interment or memorial service to be taken within six months of the date of death.



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

- 16.03 Member shall be allowed a leave of absence at the discretion of the Chief of Police or his/her designate, with pay and without loss of seniority and benefits when a situation which arises is deemed to require his/her presence elsewhere for the purpose of attending to a matter of some urgency.
- 16.04 A member shall be entitled to up to eight (8) weeks of Family Medical Leave in accordance with the Employment Standards Amendment Act. (Family Medical Leave) 2004. The leave shall be without pay. All other benefits of this agreement shall continue and there shall be no loss of seniority.

### EDUCATIONAL COURSES, EDUCATION LEAVE AND ALLOWANCES

- 17.01 Every Member who attends any course which the Board, or Chief of Police are of the opinion will be of value to the Member's future police work shall:
- a) Receive 100% of tuition fee for such courses, with the exception of recruit training at Ontario Police College, provided the Member receives prior consent from the Chief of Police to attend the course and successfully completes such course.
  - b) Receive 100% of the cost of books for such course, provided the Member receives prior consent from the Chief of Police to attend the course, and successfully completes such course.
  - c) The Board agrees to consider a request in writing to advance the tuition and costs of books of a course to assist with the up-front expenses. Should the board agree to advance these expenses and the employee is not successful in completing the course the Board shall be reimbursed the amount advanced in full or through payroll deductions.

### GROUP MEDICAL / HEALTH AND WELFARE

- 18.01 The Board shall pay one hundred percent (100%) of the following Employee Benefit Insurance Premiums providing the following:
- (a) **Life Insurance** - the Board shall provide every member with life insurance equal to two times the annual salary of such Member rounded to the next higher \$1,000.00 together with accidental death and dismemberment benefits and double indemnity in the case of accidental death.



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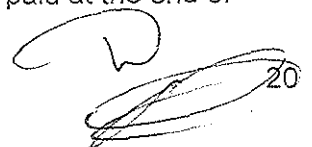
## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

- (b) **Short Term Disability (STD)** - The Board shall pay: 100% of a member's regular weekly earnings for short term disability to a maximum of 15 weeks for the first incident of short term disability; 85% of a member's regular weekly earnings to a maximum of 15 weeks for the second incident of short term disability; and 75% of a member's regular weekly earnings to a maximum of 15 weeks for the third and any subsequent incident of short term disability for the term of the contract.

A Member who is receiving Short Term Disability at less than 100% of his/her regular weekly earnings may top up his/her STD benefits to 100% using annual leave, sick time, accrued time, statutory holiday time and overtime.

- (c) **Extended Health** - insurance including drug expenses, supplementary hospital expenses and supplementary health care expenses.
- (d) **Vision Care** – the Board shall provide Vision Care including eye glasses and/or contact lenses and/or laser eye surgery to a maximum of \$350.00 in any 24 month period, for every Member and each of his/her dependents. The Board will also reimburse every Member and each of his or her dependents a maximum of \$50.00 in any 24 month period for the purpose of eye examinations.
- (e) **Long Term Disability** - benefits at a rate of seventy percent (70%) of the Member's salary to a maximum of \$3,500.00 per month, commencing at the beginning of the Member's 16th week of occupational disability.  
As of January 1, 2016, the maximum of \$3,500.00 per month shall be \$6,500.00 per month.
- (f) **Sick Leave** - Each member of the Hanover Police Service, as of January 1<sup>st</sup> 2015 will have sixty (60) hours credit for sick leave. Each member may bank to a maximum of one hundred and forty-four (144) hours of credit for sick leave annually. This bank of sick time will carry-over to subsequent years and if decreased below one hundred and forty-four (144) hours, unused sick credits from subsequent years may be used to replenish the bank of hours credit back up to a maximum of one hundred and forty-four (144) hours.

In recognition of members not using sick time, an annual incentive will be paid at the end of



## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

each year to members that do not use any sick time to a maximum of \$500.00 annually. The incentive will decrease by \$100.00 for every 12 hours used and will be paid by January 31<sup>st</sup> of the subsequent year;

- i.e. 0 up to 12 sick hours used = \$500
- More than 12 and up to 24 sick hours used = \$400
- More than 24 and up to 36 sick hours used = \$300
- More than 36 and up to 48 sick hours used = \$200
- More than 48 sick hours used = \$0

At retirement, provided the member has 5 years of service with the Hanover Police Service, the member will be paid \$500.00 for every 12 hours unused in the sick bank to a maximum of \$5,000.00 as well as his/her annual incentive to a maximum of \$500.00.

Additionally, uniform members who pass the PIN test annually, meeting OPC minimum standards, will be awarded the following annual bonus based on their sick time used in the preceding year:

- 0 sick hours used = \$1,000.00
- More than 0 and up to 12 sick hours used = \$500.00
- More than 12 and up to 24 sick hours used = \$400.00
- More than 24 and up to 36 sick hours used = \$300.00
- More than 36 and up to 48 sick hours used = \$200.00
- More than 48 and up to 60 sick hours used = \$100.00
- 60 or more sick hours used = \$0.00

Members must complete the PIN test by May 31<sup>st</sup> and payment will be made by June 30<sup>th</sup>. Members will have two attempts to successfully complete the test.

A member shall revert to STD after thirty-six consecutive hours of sick time.

- (g) This clause has been deleted.
- (h) Each member is entitled to use a maximum of sixty (60) hours of sick leave credit each year if a member's immediate family is sick. For the purposes of this article the term Family members shall be limited to the following relations:



## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

Spouse, child, step-child, grandchild, parent

- 18.02 (a) The Board shall pay one hundred percent (100%) of the Police Dental Plan Premium, 100% co-insurance and no deductible.
- (b) The Board shall pay 100% of the Single Premium or the Family Premium as the case may be, for each Dental Plan.
- 18.03 The Board shall pay fifty percent (50%) of the following in accordance with the governing legislation.
- (a) Canada Pension Plan contributions
- (b) Ontario Municipal Employee Retirement System contributions
- 18.04 There shall be no amendments, alterations, additions or deletions to any of the benefits referred to in articles 18.01 to 18.03 inclusive by the HANOVER POLICE SERVICES Board or the Town of Hanover without a memorandum of understanding agreed to by both parties hereto.
- 18.05 The Board agrees that the benefit package that is in effect at the signing of this agreement will not be changed or altered unless it is the equivalent or offers increased benefits to Members.
- (a) The Association shall be provided with a current copy of the Group Medical, Health and Welfare Insurance Policy.
- 18.06 The Board agrees to pay one hundred percent (100%) of the cost of the group benefit plan reference to in Article 18.01 (a), (c) and (d) and 18.02 (a) (b), namely life insurance, extended health, vision care and dental care, for each disabled or retired member up to but not beyond the age of sixty-five (65).
- 18.07 There will be no changes to Article 18 of the Collective Agreement, however in the consideration of Article 18.05 and 18.06, The Association agrees to the Board pursuing a generic prescription drug plan as a cost saving measure. This plan must provide a generic prescription drug when available and in lieu of the availability of a generic replacement, must provide an appropriate name brand drug. The Board agrees to continue to pay one hundred (100%) percent of the cost of the said plan.



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## **HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT**

- 18.08 The Board shall not reveal any health information concerning a present or former Member to a third party, unless otherwise required by law, without the written consent of the Member or former Member.
- 18.09 A Member has the right of access to all of his/her health information held by the Board, including a right to request that corrections be made, if necessary or a notation of his/her objections.
- 18.10 Any costs associated in obtaining a Physician's statement as required for the terms of the contract, shall be the cost of the Hanover Police Service Board.
- 18.11 The Board reserves the right, and the Association acknowledges and agrees with this reservation of rights, to change insurance carriers.

### **PROLONGED DISABILITY**

- 19.01 A Member who is unable to perform his/her duties as a Police Officer due to his/her being disabled, is entitled to the benefits equal to those provided for with the carrier in force at the signing of this agreement.
- 19.02 The Board and the Association agree that any Member of the HANOVER POLICE ASSOCIATION who is prevented from performing his/her regular work on account of an occupational accident or illness that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Board the difference between the amount awarded by the Workplace Safety & Insurance Board and the Member's regular salary and said coverage shall be in effect for a period of one hundred and eighty (180) working days.

### **LOCKERS and PERSONNEL FILES**

- 20.01 No search or inspection of a Member's locker shall be made unless the Member is present.
- 20.02 Every derogatory entry or notation, with the exception of convictions and suspensions without pay for withholding services under the Police Services Act, made in a Member's personnel file shall be brought to the Member's attention promptly and shall be purged after two (2) years unless a further such entry or notation is made in which case the entry or notation shall stay in the file until two (2) years have passed without a further derogatory entry or notation.
- 20.03 Every Member shall be entitled to review his/her file prior to being counseled and on special request not

## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

to exceed twice per year.

### GRIEVANCE PROCEDURE

21.01 With exception of such matters as are governed by regulations made by the Lieutenant Governor in Council under the Police Services Act, any difference between the parties concerning the interpretation, application, administration or alleged violation of any of the provisions of this agreement, shall be dealt with as follows:

**Step 1:** The aggrieved Member will first take the complaint orally to the Chief of Police within sixty (60) days of the event causing the grievance and after considering the complaint, the Chief will give his/her reply to the said Member within forty-eight (48) hours after the said complaint was presented.

**Step 2:** If no settlement is reached the member or Association representative may within three (3) days of the Chief's reply or if no reply is given, place the complaint in writing and submit it to the Chief. Within three (3) days following the submission of the complaint, the Chief will meet with the complainant to examine and discuss the complaint.

**Step 3:** If no settlement is reached at Step 2, the Member or his/her Association Representative may within three (3) days of the receipt of the Chief's reply submit the written complaint to the Board. Within seven (7) days following the receipt of the written complaint, the Board shall meet with the Member and discuss the grievance. Within seven (7) days following the aforesaid meeting, a written reply may be presented to the Member from the Board.

21.02 One or more steps in the grievance procedure may be omitted upon consent of both parties.

21.03 The time limits in this article may be extended at any stage by mutual agreement but in any event shall be considered directory.

### ARBITRATION

22.01 (a) If no settlement is reached at the end of the grievance procedure, either party may notify the



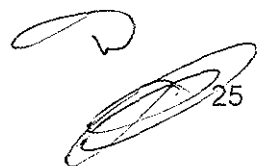
## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

other of its intention to submit the grievance to arbitration within thirty (30) days of the receipt of the decision of the Board. The notice shall contain:

- (i) a statement of grievance and the remedy sought;
  - (ii) the name and address of one or more proposed arbitrators.
- (b) The recipient shall, within ten (10) days after receipt of such notices, indicate whether or not it accepts one of the proposed arbitrators and if it does not, then its reply shall contain the name and address of one or more persons who it proposes as an arbitrator. If the parties fail to agree on an arbitrator within a future five days either party may request the Solicitor General to appoint a single arbitrator to hear the dispute.

### 22.02 An Arbitrator appointed pursuant to the provisions herein;

1. shall determine his/her own procedure, provided he gives full opportunity to all parties to present evidence and make presentations;
2. may rectify any clerical or typographical or other error or omission but shall not have the power to alter or amend any of the provisions of this agreement;
3. may have access, when accompanied by both parties, to view the Board's or the Service's premises to view locations, working conditions, equipment or operations which may be relevant to the resolution of the grievance;
4. may modify penalties, relieve against non-compliance with time limits or any other technicality or irregularity and allow a party in appropriate circumstances to amend a grievance provided that there has been substantial compliance with the grievance and arbitration procedures and that the rights of neither party are prejudiced;
5. shall have jurisdiction to determine whether a grievance is arbitral;
6. shall, provide that the rights of either party are not prejudiced and that there has been substantial compliance with the procedures contemplated by this article, entertain and determine the real issue in dispute according to its merits and shall make whatever disposition of it he deems just and equitable;



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

7. shall issue a decision which is final and binding upon the parties and upon a Member or Members affected by it.

22.03 Each of the parties shall pay half (1/ 2) of the remuneration and expenses for the Arbitrator.

### POLICE SERVICES ACT

23.01 The Board shall provide the Association with a copy of the Police Services Act and regulations made thereunder by the Lieutenant Governor in Council, as amended and revised and reprinted from time to time.

### RANK – CLASSIFICATION

- 24.01 Each Member of the Hanover Police Service upon joining the Service and serving eighteen (18) months of continuous service shall be re-classified to a third class constable on the recommendation of the Chief of Police and subject to successfully completing the first course of the Ontario Police College. This applies only to members hired as of the signing of this contract.
- 24.02 Each Member upon serving thirty-six (36) months of continuous service shall be re-classified to a second class constable on the recommendation of the Chief of Police. This applies only to members hired as of the signing of this contract.
- 24.03 Each Member serving fifty-four (54) months continuous service shall be re-classified to a first class constable on the recommendation of the Chief of Police. This applies only to members hired as of the signing of this contract.
- 24.04 Each Member shall receive a performance evaluation for the previous calendar year by the date of January 30<sup>th</sup> of the following calendar year. Any reclassification date that includes a salary increase shall be effective the date the Member qualifies for reclassification.
- 24.05 Each Member shall receive wages and benefits to the said classification from the time he becomes re-classified into such standing.



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

- 24.06 Member having prior police service may, at the discretion of the Board and the Chief of Police be reclassified to a higher class.
- 24.07 No Constable, as of January 1<sup>st</sup>, 1998, shall be hired at a rank classification higher than First Class Constable in order to become a permanent Member of the Hanover Police Service.
- 24.08 Any Member of the Hanover Police Association who is not reclassified in accordance with the provision of subparagraphs (24.01)24.02) and 24.03), is entitled to a notice in writing by the Chief of Police as to why he/she did not receive such reclassification. Reclassification to then be reviewed every two months.
- 24.09 In the case of outstanding or meritorious service any one of the one year periods mentioned in Subsection (24.01), (24.02) and (24.03) may be abridged by the Chief of Police.
- 24.10 (a) Where a vacancy occurs for a position above the rank of Constable, an appointment will be a temporary assignment only to replace a Member absent due to sickness or injury.
- (b) This temporary appointment shall not exceed the duration of the sickness or injury.
- (c) All Members being considered to fill this position shall pass an OPC prescribed qualification examination and be able to perform the job. The selection of the Member to receive the temporary assignment is the sole discretion of the Chief of Police and not subject to any difference between the parties under the provisions of the Collective Agreement or Police Services Act.
- (d) All Members chosen to fill this temporary appointment shall receive a salary at the Sergeant's rate after a one month period from the commencement of the assignment.
- 24.11 (a) Where a vacancy exists for a permanent position above the rank of Constable, it shall be posted for all members for a minimum of thirty (30) working days.
- (b) All Members being considered to fill this position shall pass an OPC prescribed qualification examination with a minimum grade of 75% a qualification examination, possess at least five years full time experience as a police constable with an accredited Canadian Police Service and



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

be able to perform the job. Other elements of the selection process and the selection of the Member to the position are the sole discretion of the Chief of Police and not subject to a difference between the parties under the provisions of the Collective Agreement or Police Services Act.

### DUTIES

- 25.01 Each Member shall perform the duties of a Police Officer in accordance with the Police Services Act, HANOVER POLICE SERVICES Board regulations enacted by by-law and this agreement.
- 25.02 Each Member shall not be required to perform tasks unbecoming to a Police Officer, such as washing police cruisers, sweeping floors or washing windows.
- 25.03 It being recognized that the Board is responsible for the proper policing of the Town of Hanover, the Members shall be prepared at all times to assist the municipalities with an emergency requiring the help of the members by undertaking recognized police duties.

### LAY OFF

- 26.01 In the event the Service lays off a Member for whatever reason, he shall be given the first available vacant position that is available in the Service thereafter. The Member shall be hired back at the same classification and same rate of pay within fifteen (15) months.

### MATERNITY / PARENTAL LEAVE

- 27.01 Members shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A Member intending to go on pregnancy leave shall make written application to the employer thirty (30) days prior to commencement of leave, and shall supply the Chief with a certificate from a legally qualified practitioner stating that she is pregnant. Such certificate will provide the estimated due date. A Member intending to go on parental leave shall make written application to the employer at least thirty (30) days prior to commencement of leave

## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

27.02 A Member who adopts a child (or children), and who qualifies for maternity leave, shall be subject to the same rights and obligations, mutates mutandis, as those specified for maternity leave, except that the period of leave of absence shall commence when the child (or children) is/are received.

27.03 During maternity and/or parental leave the Board shall provide a supplementary Unemployment Insurance Benefit (sub) plan as follows:

- a) During the first two weeks of leave during the E.I. waiting period pay the Member 70% of their regular rate of pay; and
- b) In the case of maternity leave, during the time so provided in the Employment Standards Act or shorter period if the Member returns to work, pay the Member at a rate of pay equivalent to the difference between the Unemployment Insurance Maternity Benefits the Member receives and seventy (70%) of their regular rate of pay; and
- c) In the case of parental leave as so defined and limited to the maximum period of time so provided in the Employment Standards Act, or shorter period if the Member returns to work, pay equivalent to the difference between the Unemployment Insurance parental benefits the Member receives and seventy (70%) of the Members weekly earnings.
- d) Supplementary unemployment benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.

27.04 a) Seniority and Service continue to accrue for the purposes of salary and all other increments, benefits and terms of contract, for a Member while on maternity and/or parental leave.

b) During the above noted maternity leave the Hanover Police Services Board shall continue to provide the Member with all benefits allowable under the present agreement.

c) On return from maternity/parental leave, the Member shall be assigned to their former position and be paid at the level in the salary range that they would have attained had the maternity/parental leave not taken place.

27.05 Female Members using video display terminals shall be supplied with a protective apron.



## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

- 27.06 Members will not be exposed to toxic fumes from solvents, paints or any fumes which can be detrimental to her health or to the health of the unborn child. If the Member feels a substance or duty could cause damage to the unborn child, the female Member shall submit her reasons in a memo and the female Member shall be allowed on opportunity to be reassigned to other duties.
- 27.07 The Board agrees to provide an alternate assignment to the Member if she can no longer perform her defined duties, and if the assignment to the alternate duties does not cause undue hardship to the employer. Undue hardship is when it is anticipated the employer will suffer some inconvenience or hardship in cost of operation or a degree of health and safety risk.
- 27.08 Pregnant members are entitled to use the yearly allotted sick time for medical appointments since most medical appointments occur during business hours.
- 27.09 Each Member shall be entitled to one (1) day leave with pay on the day of the birth or adoption of a child.

### SURVIVOR'S BENEFIT

- 28.01 Where a Member is killed in the line of duty, benefits covered under this collective agreement shall be extended to the spouse until they reach the age of 65 years, or remarries whichever occurs first and the dependents of such member as defined under this contract.

### SNOW DAYS

- 29.01 If a Member is unable to report for duty due to road closures caused by weather, then the Member shall:
- 1) Work another assigned shift to complete the scheduled hours missed. The shift will be mutually agreed upon by the Chief of Police and the Member and must be posted within the next 60 days, or;
  - 2) Forfeit the missed hours through overtime, statutory holiday time, or;
  - 3) Forfeit a day's pay.



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

### PART TIME CONSTABLE

- 30.01 There will be a limit of three (3) part-time operational Constables deployable in the schedule at any given time. This will not be exceeded unless agreeable to both parties hereto.
- 30.02 Part time members will be utilized to fill schedule changes when possible.
- 30.03 This Section shall not be used to prevent the payment of any premium or benefit to that part-time Member that a full-time Member would otherwise be entitled to receive except those Sections referred to in Section 30.15.
- 30.04 The shift schedules shall not be altered through the use of said police Members, unless with the agreement of the full time member.
- 30.05 Said part-time Members shall not be used to reduce the authorized strength of the full-time Police Officers of the HANOVER POLICE SERVICE as of the date of the signing of this agreement.
- 30.06 A said Member who is subsequently reclassified to full-time Member shall have all service applied to full-time service seniority. That seniority shall be applicable to all provisions under the agreement.
- 30.07 The salary for part-time Police Constables shall be in accordance with the provisions of the Police Collective Agreement subject to the following;
- 30.08 It is agreed that part-time Members of the HANOVER POLICE SERVICE shall become a member of the HANOVER POLICE ASSOCIATION.
- 30.09 (a) Salary shall commence at the 4th class rate of pay and subject to an acceptable evaluation reclassification shall occur to the next salary class after the Member has worked 2080 hours. Reclassification shall be applied until the Member reached a first class salary rate of pay in accordance with the Collective Agreement.
- (b) For members hired on or after January 1, 2015, salary shall commence at the 4<sup>th</sup> class rate of pay and subject to an acceptable evaluation, reclassification shall occur to the next salary class after the Member has worked 3120 hours. Reclassification shall be applied until the Member reaches a first class salary rate of pay in accordance with the Collective Agreement.



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

- 30.10 If a part-time Member is not reclassified in accordance with the provisions of this section after serving the requisite period of time, he or she shall be entitled to a notice in writing by the Chief of Police as to why reclassification was delayed. Such notice shall be given to the Member within 30 days of the date of reclassification.
- 30.11 (a) Benefits shall be compensated on the basis of an additional 20% of the hourly rate of pay of the part-time Member unless a retired Member and receiving retirement benefits from the HANOVER POLICE SERVICE.
- (b) For part-time Members hired on or after January 1, 2015, benefits shall be compensated on the basis of an additional 10% of the hourly rate of pay of the part-time Member, unless a retired Member and receiving retirement benefits from the HANOVER POLICE SERVICE.
- 30.12 (a) Pension benefits shall be in accordance with the requirements of the Pension Benefits Act and the OMERS Act for "Other than full-time Members". Members shall be notified in writing when legally eligible to participate in OMERS plan. If the part-time Member elects to be a Member of the OMERS plan then the benefit compensation of 20% of the hourly rate of pay shall be reduced to 15% of the hourly rate of pay.
- (b) For part-time Members hired on or after January 1, 2015 who elect to be a Member of the OMERS plan, the benefit compensation of 10% of the hourly rate of pay shall be reduced to 5% of the hourly rate of pay.
- 30.13 Annual Leave and Statutory Holidays, hours of work, pregnancy and parental leave entitlement shall be in accordance with this agreement and shall be provided in accordance with the provisions of the Employment Standards Act, and such entitlement shall be on a pro rata basis.
- 30.14 a) Overtime premium shall be paid to a part-time Member who works more than 12 hours per shift or more than 48 hours per week. A part-time Member shall not be scheduled to work less than four hours per shift. There will be no minimum hours of work in any given week.
- b) A part-time member shall be paid at the rate of one and one-half (1 ½ ) times the member's hourly rate of pay for all hours worked on all Statutory Holidays, as listed under the provisions for Statutory Holidays, Article 15.02 of this Agreement, as applicable to full-time members.



## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

30.15 The following articles of the Police Collective Agreement shall not apply to part-time Members:

6, 7, 14, 15.01, 15.03, 15.04, 16.01, 16.02, 17, 18, 19, 27.03, 27.04, 28, 29, 34, 35, 36, 37

30.16 The Board shall not discriminate against any Member because of his/her membership activities, but such activities must be conducted in such a manner as not to interfere with his/her duties as a police officer.

30.17 The Chief shall post a monthly total of hours worked by part-time Members for review by the Association.

### SERVICE PAY – SERVICE BADGES

31.00 This section has been deleted.

### SPECIAL DUTY

32.01 (a) Special Duty is performed by a Member apart from his/her regular duty at the request of and paid for by individuals or organizations and sanctioned by the Chief of Police.

(b) Special Duty shall be voluntary and shall be distributed among the Members willing to undertake such duties as fairly as possible.

(c) The rate to be paid for Special Duty for each member considered to be on duty shall be one and half times the base hourly rate of a 1<sup>st</sup> Class Constable.

### CLOTHING AND EQUIPMENT

33.01 Each member shall be supplied, without cost to him, by the Board, properly fitted uniforms and equipment pursuant to the Police Services Act, as amended from time to time.

33.02 All uniforms and equipment referred to in Section 33.01 shall remain the property of the Board.

33.03 Clothing and equipment shall be issued to every uniformed Member of the Service as needed and as approved by management.



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## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

33.04 Members may remove their uniform ties during any period when a uniform jacket is not being worn over the police shirt. The exception to this provision shall be the wearing of ties for all courtroom appearances.

33.05 The Board shall supply police cruisers equipped with air conditioning.

33.06 The Board shall reimburse Members for damages, while in the lawful execution of their duties, for articles that are necessary in the performance of such duties. Such compensation not to exceed one hundred dollars (\$100.00) per item. No compensation will exceed the true value of the article.

33.07 Protective Vests: The Board agrees to supply all members with protective body armor that meets or exceeds the Ministry of the Solicitor General's Body Armor Standard. Body armor shall

1. Be tailored to each individual member.
2. Be replaced every eight (8) years or earlier if required due to deterioration of the product.
3. Have vest holders replaced as required.
4. Be the best quality body armor available on the market at the time of issue for protection comfort and fit.

33.08 Wearing of Body Armor: All members shall wear the protective body armor supplied by the Board at all times when members are performing their duties.

33.09 Exemption to Wearing Body Armor: A member shall be exempt from wearing body armor under the following circumstances.

- 1) For a medical condition, relevant to body armor and is verified in writing by a physician.
- 2) At the discretion of the Chief of Police or his/her designate for special assignment purposes.

33.10 A Member assigned and scheduled to work plain clothes and designated as Detective shall receive eight hundred (\$800.00) dollars per year on a pro-rata basis. This allowance does not apply to old clothes.

**HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT**

**TWO OFFICER ESCORTS**

- 34.01 When there are two (2) Members working, two (2) person cruisers will be maintained at the discretion of the Chief of Police, or senior officer on duty, provided both members are engaged in normal police duties.
- 34.02 All remanded prisoner transports shall be performed by two (2) fully armed and trained police officers, except in the case of prisoner transports from Pine Hill Youth Residence, in which case transports shall be performed by one (1) fully armed and trained police officer, unless the prisoner is flagged on NICHE or CPIC for violence, mental health issues or as an escape risk, or if concern for violence is expressed by Pine Hill Youth Residence staff.

**BREATH TECHNICIAN INCENTIVE ALLOWANCE**

- 35.01 The rate shall be \$400.00/year. All Technicians will be allowed eight (8) hours on duty study time each year for re-qualification.

**SEVERANCE**

- 36.01 It is agreed that contingent to Section 40 of the Police Services Act, all Members shall continue to receive full salary and benefits until such time as severance is agreed upon or an arbitration decision regarding severance has been handed down by the arbitrator or, prior to severance being agreed upon or arbitrator decision being handed down by the arbitrator, the Member obtains employment at a comparable salary and benefit level.

**UNIFORM EXPERIENCE PAY**

- 37.01 Each Uniform Member shall receive Experience Pay in accordance with the following:

%	Completed Years
3	8
6	17
9	23

## HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

37.02 To be eligible for Uniform Experience Pay, an officer shall meet the following criteria:

- (i) Shall be the rank of 1<sup>st</sup> Class Constable, or above, and
- (ii) Have attained the years of consecutive service as a sworn Police Officer in Canada, and
- (iii) Experience pay will qualify as pensionable earnings and be included in computing overtime, court time, call backs, statutory holiday pay, maternity or parental leave entitlements, sick leave, WSIB benefits, and secondment, and,
- (iv) All members joining the Hanover Police Service after the signing of this Agreement will be eligible for Experience Pay for service only with the Hanover Police Service unless otherwise jointly agreed to by the Board and the Association, and
- (v) Experience Pay re-classification will commence on the anniversary date that the member attains the requisite service for each level of the Experience Pay grid, and
- (vi) Experience Pay will be based on a 1<sup>st</sup> Class Constable rate of pay and the grid percentage increases will be non-cumulative. For example, the Experience Pay at any level shall not be compounded with the Experience Pay payable at any other level.
- (vii) Must have no criminal convictions. In the event there is a criminal conviction, the Member would drop back one (1) level for twelve (12) months.
- (viii) Must have no Police Services Act convictions of greater than forty (40) hours or more. In the event there is a Police Service Act conviction, the Member would drop back one (1) level for twelve (12) months

### MINIMUM STAFFING (UNIFORM)

38.01 The Board agrees that the minimum staffing requirements shall be two (2) armed police officers physically present in the Municipality of the Town of Hanover except when assisting or utilizing the neighbouring police services of West Grey Police and South Bruce OPP, Walkerton Detachment, or escorts to Walkerton Court.

38.02 It is understood that the Chief and the Inspector may be part of this complement provided that they attend to regular occurrences and respond to calls in the same manner as a Constable.

### TERM OF THE AGREEMENT

This Agreement shall remain in force and effect for the period extending from January 1, 2015 to December 31,



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**HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT**

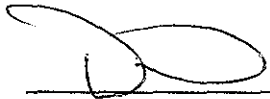
2017 and thereafter until replaced by a new agreement, decision or award, unless within a period of time not more than ninety (90) days prior to the said expiry date, either Party hereto gives written notice to the Board or to the Members as the case may be for amendment to revision of the Agreement.

In the event that either of the Parties proposing any changes or alterations to this Agreement have given written notice, the Board shall meet with a bargaining committee within fifteen (15) days from date of notice or within such further period as the Parties agree upon and both parties shall thereupon negotiate in good faith in respect to the matters which it so proposes to change or alter.

*In Witness Whereof the Board caused this Agreement to be executed by its Chair and the Association has caused the same to be executed by its President.*

Dated this 9TH day of OCTOBER A.D. 2015

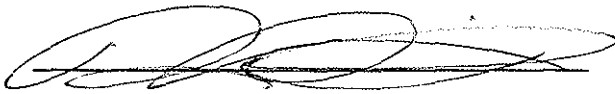
*Dated, Sealed and Delivered in the presence of:*



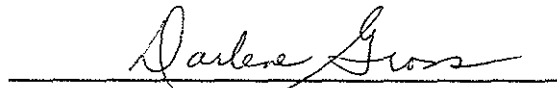
Chair for the Board



Witness for the Board



President of the Association



Witness for the Association

HANOVER POLICE SERVICE 2015 – 2017 UNIFORM AGREEMENT

UNIFORM MEMBERS APPENDIX "A" (SHIFT SCHEDULE)

<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>
	DAYS	DAYS			NIGHTS	NIGHTS
NIGHTS			DAYS	DAYS		
	NIGHTS	NIGHTS			DAYS	DAYS
DAYS			NIGHTS	NIGHTS		
	DAYS	DAYS			NIGHTS	NIGHTS
NIGHTS						

  
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