



UNIT – A

2017 – 2020 AGREEMENT

**POLICE SERVICES BOARD
FOR THE TOWN OF LASALLE**

-and -

THE TOWN OF LASALLE POLICE ASSOCIATION

UNIT – A
2017 – 2020 AGREEMENT

**POLICE SERVICES BOARD
FOR THE TOWN OF LASALLE**

- and -

THE TOWN OF LASALLE POLICE ASSOCIATION

I N D E X

ARTICLE 1	Coverage	4
ARTICLE 2	Interpretation	4
ARTICLE 3	Recognition	5
ARTICLE 4	Classification and Salary Schedule	6
ARTICLE 5	Hours of Work	6
ARTICLE 6	Vacations and Statutory Holidays	7
ARTICLE 7	Leave of Absence	9
ARTICLE 8	Court Time and Overtime	9
ARTICLE 9	Overtime other than Court Time	9
ARTICLE 10	Change of Shift	11
ARTICLE 11	Call-In	11
ARTICLE 12	Stand-by Duty	12
ARTICLE 13	Acting Rank	12
ARTICLE 14	WSIB	12
ARTICLE 15	Pregnancy and Parental Leave	12
ARTICLE 16	Shift Differential	14
ARTICLE 17	Special Pay Allowance	14
ARTICLE 18	Education Leave	14
ARTICLE 19	Paid Clothes Allowance	15
ARTICLE 20	Education Assistance	15
ARTICLE 21	Uniforms and Equipment	16
ARTICLE 22	Cleaning of Uniforms	17
ARTICLE 23	Attendance at Association Meetings and Conferences	18
ARTICLE 24	Medical, Hospital and Health Care Insurance	18
ARTICLE 25	Life and Accident Insurance	20
ARTICLE 26	Sick Leave	21
ARTICLE 27	Disability Insurance	22
ARTICLE 28	Pension	24

ARTICLE 29 Seniority	24
ARTICLE 30 Promotion	25
ARTICLE 31 Complaint and Grievance Procedure	26
ARTICLE 32 Loss of Income	27
ARTICLE 33 Legal Expenses	28
ARTICLE 34 Legal Costs – Police Act	28
ARTICLE 35 Transportation	29
ARTICLE 36 Labour/Management Committee	30
ARTICLE 37 Management Rights	30
ARTICLE 38 Term of Agreement	31
ARTICLE 39 Copies of Agreement and PSA, Pocket Criminal Code & HTA	31
Schedule “A” – Wages	32
Schedule “B” – Attendance at Association Meetings and Conventions	33
Schedule “C” – Prescription & Extended Health	34
Schedule “D” – Dental	37
Schedule “E” – Operational Protocol 12 Hour Shifts	40
Schedule “F” – Clothing	42
LETTER OF UNDERSTANDING – Flex Bank	43
LETTER OF UNDERSTANDING – Sick Bank	45

AGREEMENT made this 4th day of June, A.D., 2018.

BETWEEN:

POLICE SERVICES BOARD FOR THE TOWN OF LASALLE,

OF THE FIRST PART;

- and -

THE TOWN OF LASALLE POLICE ASSOCIATION,

OF THE SECOND PART.

ARTICLE 1 – COVERAGE

1.1 This agreement shall apply to all members of the Police Services of the Town of LaSalle, except the Chief of Police, Deputy Chief of Police, Civilian Employees, and the Executive Assistant to the Chief of Police and is made pursuant to the Police Services Act, R.S.O. 1990 and amendments thereto, and is subject to the said Act and the Regulations thereunder as the said Act and Regulations may be amended from time to time.

ARTICLE 2 – INTERPRETATION

2.1 Wherever applicable in this agreement, the singular shall include the plural and the masculine gender shall include the feminine gender.

2.2 In this Agreement:

“Corporation” shall mean the Corporation of the Town of LaSalle.

“Board” shall mean the Police Services Board for the Town of LaSalle.

“Association” shall mean the Town of LaSalle Police Association now incorporated as a Corporation known as (The Corporation of the LaSalle Police Association).

“Members of the Service” shall mean all members of the Police Services of the Town of LaSalle covered under this collective agreement and no other personnel of the service.

“Call-In” shall mean to cause a member to return to duty after his shift has concluded or to attend duty before his shift commences, but shall not include attendance at Court. Provided however, notwithstanding the foregoing should a

member be requested while on duty to continue to work a further shift or part of a shift and such member agrees to do so, such member will be paid in accordance with Article 8 and/or Article 5 excluding the Call-In provision. Provided further, should a member be ordered to work a further shift or part of a shift, such member will be paid the additional premium provided for by the Call-In provision. In the event a shift is shortened for any reason after the member is ordered to work, such member shall be paid for the time worked in addition to the Call-In provision.

"Vacation" shall include rest days between consecutive blocks of annual leave, stat holidays or a combination of the two time off banks.

"Stand-by Duty" shall mean that 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".

"Retired Member" shall mean a member of the Association who has retired upon the expiration of the required period of time with the Service and shall include such member who has retired prior to normal retirement for reasons acceptable to the Board.

"Day" shall refer to the members entire scheduled shift recognizing that some members work eight (8), ten (10), or twelve (12) hour shifts.

ARTICLE 3 – RECOGNITION

- 3.1** The Board hereby recognizes the Association as the sole collective bargaining agent for the members of the Police Services within the coverage of this Agreement and its Addendum.
- 3.2** The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Board or any of its representatives with respect to any member of the Police Services because of his membership or connection with the Association and that membership in the Association by members of the Police Services who are eligible to join, will not be discouraged.
- 3.3** The Association agrees that there will be no intimidation, interference or coercion exercised or practiced upon members of the Police Services by any of its members or representatives.
- 3.4** The Association and the Board agree that membership in the Association is on a voluntary basis.
- 3.5** The Board agrees that all members of the Police Services, whether or not they are members of the Association are required as a condition of employment to pay the Association a sum equal to the monthly Association dues.

- 3.6** The Board agrees to authorize a deduction for Association dues from the pay of every member of the Service within the scope of this Agreement and to transmitting the total amount of such deductions to the Association by the end of the month in which said deductions are made.

The Town of LaSalle Finance department shall provide the Association with a list of all members, and their corresponding dues that were deducted on a quarterly basis.

- 3.7** The Board recognizes the Bargaining Committee of not more than three (3) Association members and its Legal Counsel, at the option of the Association.

- 3.8** The Board recognizes a Grievance Committee of not more than five (5) Association members.

ARTICLE 4 – CLASSIFICATION AND SALARY SCHEDULE

- 4.1** Effective January 1st, 2017, and up to and including December 31st, 2020 the classification and salaries shall be those as shown in Schedule "A" hereto attached and forming a part of this Agreement.

- 4.2** The Board shall not make any deductions from a member's salary unless authorized by statute, court order, order of an arbitrator of Arbitration Board, this agreement or a written agreement between the Board and Association.

- 4.3** Where such a member is assigned, in accordance with this agreement, to a lower paying job, the rate of pay shall not be reduced.

ARTICLE 5 – HOURS OF WORK

- 5.1** The workweek for all members of the Service shall on the average be forty (40) hours weekly or two thousand and eighty (2080) total hours per year. Uniform Patrol Officers shall work a compressed twelve (12) hour shift. Criminal Investigations and Administrative Officers shall work a shift as determined by the Chief of Police. All shifts shall include a lunch period of one (1) hour. The member shall have the option of receiving one (1) hour pay or one (1) hour time off in lieu, in the event a lunch period cannot be obtained during any shift such member works.

- 5.2** Every member shall be entitled to fifteen (15) minute coffee break in each half of a tour of duty provided that such break does not interfere with ongoing police work. In the event the break(s) are not taken, there will be no compensation of any kind.

- 5.3** The Board agrees to have a shift schedule for all officers posted by November 1 of the present year for the following calendar year.

- 5.4 The Chief of Police shall designate the period of duty and time of vacation, holidays and time off.
- 5.5 Where vacation, as defined in Article 6, and/or statutory holidays are booked in the month of December and such member becomes sick or injured and unable to use such vacation and/or statutory holidays, the Chief of Police, and the member, upon mutual agreement, shall have the option of paying the member for such unused vacation and/or statutory holidays or moving such time into the following year. Where no agreement exists, the member shall be paid for the unused days.
- 5.6 In the event a member is required to report for duty while on vacation or statutory holidays, he shall be paid at double the rate of pay to which the member is normally entitled, and shall receive one (1) day off for being called into duty.
- 5.7 The Chief of Police shall schedule the working days of each member so as to provide each member with an equitable number of long weekends during the term of this Agreement.

ARTICLE 6 – VACATION AND STATUTORY HOLIDAYS

6.1 The annual vacation for members of the Service shall be as follows:

6 months' service	-	40 hours
1 years' service	-	80 hours
4 years' service	-	120 hours
8 years' service	-	140 hours
10 years' service	-	160 hours
14 years' service	-	180 hours
15 years' service	-	190 hours
16 years' service	-	200 hours
20 years' service	-	210 hours
21 years' service	-	220 hours
22 years' service	-	230 hours
23 years' service	-	240 hours
24 years' service	-	240 hours
28 years' service	-	260 hours
30 years' service	-	270 hours

6.1.1 A member's anniversary date with the LaSalle Police Service will be used to determine vacation entitlement. If the anniversary date triggers an increase in vacation time then the member shall receive the increased time in that current year.

6.2 All members of the Service shall be entitled to one hundred and twenty (120) hours for the following designated Statutory Holidays:

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

And any other day declared a Statutory holiday by Provincial or Federal authority provided. However, if the taking of any such holiday as hereinbefore provided by any member of the Service, shall, in the opinion of the Chief of Police, impair the proper policing of the Town, then such member shall be entitled to the provisions of Article 5 of this agreement.

6.3 Statutory Holidays: All members of the Service who are required to work a statutory holiday as defined in Article 6.2, shall receive time and one half for each hour worked. Such time to be credited to the member, to be taken at a later date. The Chief of Police or his designate shall determine the complement of officers to work each shift falling on Statutory Holidays. If, in the opinion of the Chief of Police or his designate, proper Policing will be maintained, the Chief or his designate shall assign officers off duty on a Statutory Holiday or Statutory Holiday accumulated overtime. This provision shall not apply to the additional one day to be granted at the discretion of the Chief of Police.

6.3.1 All members of the Service who are required to work on the following Statutory Holidays shall receive an additional one-half hour for each hour worked to a maximum of six (6) hours:

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

6.3.2 All members of the Service who are required to work on the following Statutory Holidays shall receive an additional one-quarter (0.25) hour for each hour worked to a maximum of three (3) hours:

Christmas Eve Day	New Year's Eve Day
-------------------	--------------------

6.3.3 Time off in lieu may be credited to the member, to be taken at a later date. The Chief of Police or his designate shall determine the complement of officers to work each shift falling on a Statutory Holiday as specified in Article 6.2. in order to maintain proper policing, the Chief or designate shall assign officers who have previously scheduled off duty on a Statutory Holiday accumulated overtime. This provision shall not apply to the additional one day to be granted at the discretion of the Chief of Police.

ARTICLE 7 – LEAVE OF ABSENCE

- 7.1** Leave of absence of four (4) scheduled work days for members on a twelve (12) hour shift and five (5) scheduled work days for members on an eight (8) or ten (10) hour shift, excluding regular days off shall be granted, without loss of pay, to a member attending the funeral or visitation/memorial service of a member of his/her family, the family being defined as: spouse, life partner, children, still-born/unborn child, step child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law. Such leave of absence must be taken within seven (7) calendar days following the date of death. The leave of absence may be extended by the Chief of Police without loss of pay to a member depending on the circumstances (i.e. travel time).
- 7.2** Subject to attendance at the funeral for a brother-in-law, sister-in-law, niece, nephew, aunt, uncle, son-in-law, daughter-in-law, grandparent of a spouse, aunt of a spouse, uncle of a spouse, or for compassionate leave or special leave or absence shall be granted for a minimum of one (1) working day without loss of pay. The leave of absence must be taken within seven (7) calendar days following the date of death. Such leave of absence may be extended by the Chief of Police without loss of pay to a member depending on the circumstances (i.e. travel time).
- 7.3** Two (2) days leave, excluding regular days off, with pay will be granted to members for the birth or adoption of the member's child at that time. Such leave of absence must be taken within seven (7) calendar days following the birth or adoption of the member's child.
- 7.4** Emergency Leave: In the event of an emergency situation, a member shall be entitled to use one day of the member's vacation allowance to a maximum of two (2) days in a calendar year. In the event that the member has no remaining vacation, the member may use time from other banks (overtime, court time, stat time) or vacation time from the following year. The member shall not be subject to any minimum staffing level set by the Service when using this provision. The member shall only be required to notify the on duty supervisor that an emergency exists and the nature of the emergency.

ARTICLE 8 – COURT TIME AND OVERTIME

- 8.1** When a member of the Service is required to attend on matters arising out of the performance of his duty, at a Criminal Court, Traffic Court, Civil Court, Coroner's Inquest, Family Court, Youth Court, Criminal Law Compensation Board and Police Services Act, (excluding officers charged under the Police Services Act), at times other than his regular shift for such day, he shall be paid a minimum of four (4) hours for each Court sitting he attends at the rate of one and one-half (1 ½) times his regular hourly rate of pay plus such time he actually accumulated at such Court sitting beyond such four (4) hour period at the rate of one and one-half (1 ½) times his regular hourly rate of pay.

- 8.2** A Court Sitting shall mean:
- 8.2.1** A sitting of the Courts in the morning until 1:00 p.m.;
 - 8.2.2** A sitting of the Courts in the afternoon from 1:00 p.m. or thereafter until 5:00 p.m.
 - 8.2.3** A sitting of the Courts in the afternoon from 5:00 p.m. until Court is adjourned for the day.
 - 8.2.4** Any officer who attends morning and afternoon Court be reimbursed for one (1) meal upon production of a receipt in an amount not to exceed Fifteen Dollars (\$15.00);
 - 8.2.5** In the event a member is scheduled for Court at different times in different courts within a sitting, and the member's case is concluded before the time of the next case, the member shall receive one (1) hour pay for standing by.
- 8.3** When a member of the service is required to attend on matters arising out of the performance of his duty, at a Criminal Court, Traffic Court, Civil Court, Coroner's Inquest, Family Court, Youth Court, Criminal Law Compensation Board and Police Services Act, (excluding officers charged under the Police Services Act), while on annual leave or on the same day that he has worked beyond midnight, he shall be paid a minimum of four (4) hours at the rate of two times his regular hourly rate of pay plus such time he accumulates beyond such four (4) hour period at the rate of two times his regular rate of pay. All remuneration received by members for witness fees shall be paid over to the Town.
- 8.4** A member required to attend court proceedings as defined in Article 8.1, during his pre-scheduled vacation or Statutory Holidays, shall be granted 1 day off for each day or part thereof spent in court, along with payments as stated in 8.3.
- 8.5** When a retired member of the Service is required to attend court on matters arising out of the performance of his duties prior to retirement, he shall be compensated for four (4) hours pay per day at his rate of pay obtained just prior to retirement.
- 8.6** If a member is cancelled for any court appearance referred to in this Article, such cancellation is to be made prior to 6:00 p.m. the previous day, or the member is entitled to three (3) hours pay. If the member is on annual leave, he shall receive six (6) hours pay.
- 8.7** A member requesting compensation for attending court shall submit a court time chit on the Record Management System. Such time will be kept in a bank and taken in payment or time off.
- 8.8** A member shall have a minimum of 8 hours of rest between the completion of court and the start of any night shift. No loss of pay will be incurred for this rest

period. After signing out at court the member shall call the day shift supervisor and advise what time court ended and what time the member shall report for duty giving 8 hours of rest between the end of court and the start of shift.

ARTICLE 9 – OVERTIME OTHER THAN COURT TIME

- 9.1** Any portion of an hour worked in excess of fifteen (15) minutes but less than thirty (30) minutes shall be deemed to be one-half (1/2) hour.
- 9.2** Any time worked beyond thirty (30) minutes shall be calculated in fifteen (15) minute intervals.
- 9.3** It shall be the duty of the Chief of Police to allot the time off within fifteen (15) days of the calendar month following the calendar month of such accumulation of overtime. In the event the Chief of Police is unable to allot such time off in order to maintain the efficiency of the Police Service, such overtime calculated as aforesaid shall be paid to the member no later than the 15th day of the calendar month following the calendar month of such accumulation by such member at the rate of one and one-half (1 ½) times the regular rate of pay that such member is entitled to receive as provided herein.

The member shall be paid within fifteen (15) days of the calendar month following the calendar month of such accumulation of overtime, unless that member indicates in writing that he wishes the accrued overtime placed in his overtime bank.

- 9.4** A "time-off" bank may be kept by the member which shall not exceed Forty (40) hours as of October 31st. Hours in excess of Forty (40) hours shall automatically revert to the "cash payment" bank.

The member shall be responsible for indicating on the overtime application whether the time is to be paid or accumulated.

ARTICLE 10 – CHANGE OF SHIFT

- 10.1** All members of the Service when required to change a shift without first having received Forty-eight (48) hours notice shall be paid at the rate of one and one-half (1 ½) times his regular rate of pay for the first shift only.

ARTICLE 11 – CALL-IN

- 11.1** A member who is called in for service at other than his regular shift shall be paid for three (3) hours at the rate of one and one-half (1 ½) times his hourly rate of pay plus such time at the said rate of one and one-half (1 ½) times his regular rate of pay for such time he accumulates when called in.

ARTICLE 12 – STAND-BY DUTY

12.1 A member who is required to stand-by (on call) shall be paid for a minimum of three (3) hours at his/her regular hourly rate of pay. One (1) hour pay for every 8 hours on call or stand by. Maximum of 3 hours pay per day.

ARTICLE 13 – ACTING RANK

13.1 Any member who performs the duties of a rank higher than that which he holds shall be compensated for such additional responsibility as set out below:

13.1.1 For each tour of duty of 50% but less than 75% of the scheduled hours shall receive one half hour pay at their regular hourly rate.

13.1.2 For each tour equal to or greater than 75% of the scheduled hours shall receive one hour of pay at their regular hourly rate.

13.1.3 The member may take the time off or receive payment.

ARTICLE 14 – WSIB

14.1 All members of the service who lose time from work by reason of injury or illness resulting from their employment, shall be entitled to benefits provided by WSIB, together with such amount to be made up by the Town of LaSalle, which, when added to benefits provided by the WSIB, shall equal such members normal pay as hereinafter provided.

ARTICLE 15 – PREGNANCY AND PARENTAL LEAVE

15.1 A member shall be entitled to pregnancy leave and/or parental leave in accordance with the provisions of the Employment Standards Act. A member intended to go on pregnancy leave shall make written application to and supply the Board with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery. A member on pregnancy leave shall receive benefits as prescribed by the Employment Standards Act.

15.2 During pregnancy leave the Board shall provide a Supplementary Unemployment Insurance Benefit (S.U.B.), also referred to as employment insurance, plan as follows:

- During the first week waiting period of employment insurance, pay the member 75% of her regular rate of pay.

- During the following fifteen (15) weeks or shorter period if the member returns to work, pay the member at a rate of pay equivalent to the difference between the employment insurance maternity benefits the member receives, and 75% of her regular pay. The combined weekly payment received from the plan and weekly rate of employment insurance benefits will not exceed 75% of the member's weekly earnings.
- The members must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the S.U.B. Plan, unless serving the one (1) week employment insurance waiting period. Said proof to be copies of employment insurance benefit stubs.
- S.U.B. payments are paid only for the supplementation of employment insurance benefits for the unemployment period as specified in the plan for pregnancy leave.
- A separate record of S.U.B. payments shall be kept by the Board and available, with the members permission, to the Association upon request.
- The Board shall register the plan with Human Resources Development Canada.

15.3 Parental leave shall be granted to a member as a result of the birth of his or her child or a child coming into the member's custody, care and control for the first time. A parent also includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence, as recognized by the Employment Standards Act, with a parent of the child and who intends to treat the child as his or her own.

Any member who makes written application to the Board shall be given parental leave without loss of seniority in accordance with the Employment Standards Act. The member shall be subject to the same rights and obligations as those specified for pregnancy leave except that the period of leave of absence shall be ten (10) weeks.

15.4 The Board will continue to provide the member with vacation credits, insurance welfare, medical, dental and other benefits specified in this agreement.

15.5 Pregnancy Leave for the purpose of this Article shall not exceed seventeen (17) weeks. Parental leave shall be in accordance with the Employment Standards Act.

15.6 A member who provides a certificate from a legally qualified medical practitioner, stating that she is pregnant and recommending that she be placed on other than her normal duties, shall be accommodated by the Board and shall be provided suitable duties.

ARTICLE 16 – SHIFT DIFFERENTIAL

- 16.1** A shift differential in the amount of 2% of the hourly rate of a 1st Class Constable shall be added to the hourly rate and paid to all members for all work performed in a regular full time shift commencing at or after 11:00 a.m. Shift differential to which a member is entitled shall be paid in a lump sum on or before December 1st of the current year.

ARTICLE 17 – SPECIAL PAY ALLOWANCE

- 17.1** All members of the Service attending the Police training courses, out of town courses with the approval of the Chief shall receive Fifty (\$50.00) Dollars per week for each week in attendance or Ten (\$10) dollars per day for the courses less than one (1) week in duration for all expenses for equipment, traveling and registration which would be over and above initial traveling expenses paid by the Province or any other source.
- 17.2** In addition to monies received in above paragraph, any member attending the Canadian Police College shall receive an additional Fifty Dollars (\$50.00) per week for traveling expenses.
- 17.3** Where a meal is not provided while attending one day courses, seminars or conferences, the member shall be entitled to reimbursement up to twenty (\$20) dollars for lunch. The Member shall be responsible for providing the Service with a receipt for the meal.
- 17.4** Where a meal is not provided while attending overnight courses, seminars or conferences, the member shall be entitled to reimbursement up to twenty (\$20) dollars for breakfast, twenty (\$20) for lunch, and thirty (\$30) dinner. The Member shall be responsible for providing the Service with a receipt for the meal.

ARTICLE 18 – EDUCATION ALLOWANCE

- 18.1** Every member who has or obtains the degree of B.A., B. Comm., B. Sc. or their equivalent bachelor degree from an approved University, shall be paid an additional special allowance to be added to his regular pay in the sum of Five Hundred Dollars (\$500.00) per annum.
- 18.2** Upon receipt of written approval from the Board, every member who has or obtains a certificate of successful completion of an approved University or College course extending over a period of at least two (2) years shall be paid an additional such allowance of Two Hundred Dollars (\$200.00). In addition thereto, every member who completes an additional two (2) year certificate course, shall be entitled to the sum of a further One Hundred Dollars (\$100.00), the aggregate of which shall not exceed Three Hundred Dollars (\$300.00).

- 18.3** All such Officer(s) who are qualified and working as an Identification Officer shall be paid in addition to their salary as set out in Schedule "A", a sum of 4% of the current working agreement's salary of a 1st Class Constable, per annum pro-rated on a monthly basis. This payment to which a member is entitled shall be paid in a lump sum on or before December 1st of the applicable year.
- 18.4** All members who are qualified to perform breathalyzer duties and are assigned as Breathalyzer Technicians by the Chief of Police, shall be paid in addition to their salary, as set out in Schedule "A", Six Hundred and Fifty Dollars (\$650.00). This payment to which the member is entitled shall be paid in a lump sum on or before December 1st of the applicable year.
- 18.5** A member assigned the duties of Plainclothes Officer, shall be paid in addition to his salary, as set out in Schedule "A", a sum of Nine Hundred Dollars (\$900.00) per annum pro rated on a monthly basis. This payment to which a member is entitled shall be paid in a lump sum on or before December 1st of the applicable year.
- 18.6** All members certified as Coach Officers for the purpose of training, shall receive Six Dollars (\$6.00) per day for each day spent training. Non certified Coach Officers shall receive Four Dollars (\$4.00) per day for each day spent training as so assigned by the Chief of Police or his designate.
- 18.7** A member assigned the duties of Accident Reconstruction or a Scene's of Crime Officer (SOCO), shall be paid in addition to their salary, as set out in Schedule A, a sum of two hundred dollars (\$200) per annum prorated on a monthly basis. This payment to which a member is entitled shall be paid in a lump sum on or before December 1st of the applicable year.

ARTICLE 19 – PLAIN CLOTHES ALLOWANCE

- 19.1** All members of the service required to work in plain clothes shall be paid a clothing allowance of Five Dollars (\$5.00) per day.

ARTICLE 20 – EDUCATION ASSISTANCE

- 20.1** The cost of any course approved by the Chief of Police and the Board shall be paid by the Service in accordance with the following:
- a) the cost of any post secondary education course (i.e. any course following secondary education), upon successful completion of the course;
 - b) tuition for the recruit training at the Ontario Police College or any equivalent course shall be the responsibility of the member. The Board agrees to provide the employee with a five year interest free loan to cover the cost of the said course. Upon leaving the employment of the Service within the five year term

of the loan, the member agrees to the full repayment of the outstanding loan upon the date at which the employment ceases.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

21.1 Upon initial hiring as a full-time Police Officer, each member shall receive the following uniform issue:

ONE UNIFORM TUNIC
ONE DRESS BELT
ONE PART UNIFORM DRESS PANTS
ONE UNIFORM FORAGE HAT
ONE PATROL JACKET
TWO PAIR DUTY PANTS
SIX UNIFORM SHIRTS
ONE UNIFORM DICKY
ONE VEST CARRIER
ONE SUMMER HAT
ONE WINTER HAT
ONE SWEATER-WOOL
ONE RAINCOAT
ONE PAIR GLOVES-INSULATED
ONE PAIR GLOVES-SEARCH
ONE PAIR WHITE DRESS GLOVES
ONE PAIR UNIFORM BOOTS

Each subsequent year following the initial issue, a member shall be entitled to requisition by October 31st, uniform clothing items for the following year to a maximum of 30 points.

Officers shall be permitted to accumulate a maximum of 10 points from the current year's entitlement for use in the following year.

Likewise, officers shall be permitted to borrow a maximum of 10 points from the next years' entitlement for use during the current year.

Points shall be allocated to items of clothing as follows:

ITEM DESCRIPTION	POINTS REQUIRED
TUNIC	13
DRESS PANTS	4
DUTY PANTS	4
PATROL JACKET	12
PATROL JACKET – NEW STYLE	19
UNIFORM SHIRT L/S	3

UNIFORM SHIRT S/S	3
COOL-MAX T-SHIRTS	1
UNIFORM TIES (4)	1
UNIFORM DICKY (2)	1
VEST CARRIER	3
FORAGE HAT	3
SUMMER HAT	1
WINTER TOQUE	1
SWEATER – WOOL	4
SWEATER – GORE-TEX	8
RYDER GLASSES	3
RAINCOAT	8
GLOVES-INSULATED	3
GLOVES-SEARCH	3
UNIFORM BOOTS NO GORE TEX	9
UNIFORM BOOTS WITH GORE TEX	12
DRESS SHOES	6
PATTEN LEATHER DRESS BOOT	12
SUSPENDERS	3
DROP HOLSTER	6
DUTY BAG	4
CRUISER MATE	3
BUSINESS CARDS	3
CRIMINAL CODE	2
HIGHWAY TRAFFIC ACT	5
PROVINCIAL OFFENCES ACT	4
MANAGEMENT PACKAGE	9

Any conflict in uniform issuance shall be referred to a Committee comprised of one management representative and one association representative for resolve.

Should no resolution be obtained, the matter shall be directed to the Chief of Police for resolve.

It is agreed and recognized that all property issued on behalf of the Service to members remains the property of the LaSalle Police Service and upon resignation, dismissal or retirement, members shall return all equipment, badges, warrant cards and last issue of clothing.

21.2 Re-imbusement of Damaged Articles

The Town of LaSalle shall reimburse any member of this Agreement, for personal belongings excluding prescription glasses that are damaged during the performance of

the member's duties, to a maximum of One Hundred Dollars (\$100.00) per occurrence. Prescription eyewear, will be fully reimbursed upon provision of receipt for replacement by member.

ARTICLE 22 – CLEANING OF UNIFORMS

22.1 The Chief of Police shall provide a method whereby the required clothing of the members of the Service shall be cleaned regularly at no cost to such members. Any and all repairs to uniforms or clothing will first be authorized by the Chief of Police or his designee.

ARTICLE 23 – ATTENDANCE AT ASSOCIATION MEETINGS AND CONFERENCES

23.1 The members of the Executive of the Association shall be permitted to absent themselves without loss of pay to attend meetings to conduct the affairs and business of the Association in accordance with Schedule "B" which is included herein.

23.2 One member of the Executive of the Association who is a representative of P.A.O. shall be permitted to absent himself, without loss of pay, for such time as may be necessary to a maximum of three (3) days to attend Executive Board or quarterly meetings of the P.A.O.

23.3 Two (2) members of the Executive of the Association shall be granted permission to attend convention of the P.A.O. for five (5) days without loss of pay.

23.4 The Board shall notify the Association Executive at least five (5) days in advance of any meeting dealing with the Association.

23.5 The Corporation shall grant an aggregate total of seven (7) days annually for the member(s) of the Executive to attend P.A.O. seminars (or other seminars approved by the Chief).

23.6 The actual hours on the course will be factored into the amount of the time the member would have worked in the cycle on their assigned scheduled shift and credit or debit would be applied to the balance of the member's overtime bank at straight time.

ARTICLE 24 – MEDICAL, HOSPITAL AND HEALTH CARE INSURANCE

24.1 OHIP – The Town of LaSalle will pay 100% of the basic Ontario Health Insurance Plan (OHIP) or such substituted plan for hospital and medical services as the Town of LaSalle and Association may mutually agree upon. Coverage is to be provided for all members of the Police Services and their eligible dependents.

24.2 HOSPITAL SUPPLEMENTAL – The Corporation will pay 100% of a Plan covering room and board charges limited daily to the difference between the Provincial Hospital Allowance and the standard Provincial charge for a semi-private room. Coverage is to be provided for all members of the Police Services and their eligible dependents.

Private Room coverage is provided under Extended Healthcare in Article 24.4.

24.3 PRESCRIPTION PLAN – the Corporation will pay 100% of the premiums of a prescription plan such as that provided by the Corporation's health plan provider. The coverage is 100% after the deductible of \$2.00 per prescription. Coverage is to be provided for all members of the Police Services and their eligible dependants. It is understood that claims are to be submitted by the pharmacies under a pay-direct system, after the payment of the \$2.00 deductible. There is no coverage for Over the Counter (OTC) medications.

24.4 EXTENDED HEALTHCARE – the Corporation will pay 100% of an Extended Healthcare Plan providing coverage for eligible plan medical expenses over and above what OHIP provides. Benefits are to be equivalent to those provided under the Corporation's health plan provider which has a yearly deductible of \$10.00 Single and \$20.00 Family. The difference between semi-private and private hospital room accommodation is included up to the standard Provincial fee. Coverage is to be provided for all members of the Police Services and their eligible dependents. Coverage of six hundred (\$600.00) per calendar year for massage therapy on a doctor's prescription.

24.5 EYEGLASS & HEARING AIDS – the Corporation will pay 100% of a Plan covering eyeglasses to a maximum of \$350.00 every 24 months, eye exams to a maximum of \$65.00 every 24 months and hearing aids to a maximum of \$500.00 every 36 months. These benefits may be included in the Extended Healthcare plan in Article 24.4 above. Coverage is to be provided for all members of the Police Services and their eligible dependents.

24.6 DENTAL INSURANCE – the Corporation will pay 100% of a Dental Plan at least equal to those benefits provided under the Corporation's health plan provider including basic procedures, periodontics, root canals and oral surgery with no deductible and 100% coverage. Recall frequency every 9 months.

Full or partial dentures at no deductible and 50% coverage: and orthodontics at no deductible, 50% coverage, up to a maximum orthodontic claim of \$2,000.00. Coverage is not to exceed the maximum outlined in the most current Ontario Dental Association suggested fee guide for General Practitioners. Coverage is to be provided for all members of the Police Services and their eligible dependents.

24.7 a) Employees that are hired on or after January 1, 2015 who retire from the employment of the LaSalle Police Services at age fifty (50) or older, and who have completed a minimum of fifteen (15) years of continuous service with the LaSalle Police Services, shall be provided with benefits as set out in sub-articles

24.1, 24.2, 24.3, 24.4, 24.5 and 24.6. The retired employee's spouse, and eligible children shall be entitled to such benefits until the former employee reaches his/her seventy-fifth (75) birthday.

In the event of death of the current/retired employee, the Town shall continue to pay the associated cost of benefits as provided above for the deceased employee's spouse, and eligible children until such time as the deceased employee would have reached age seventy-five (75), or until such time that the former employee's spouse remarries, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with the dependent of the surviving spouse.

- b) Employees hired between the dates of January 1, 2008 and December 31, 2014, who retire from the employment of the LaSalle Police Services at age fifty (50) or older, or who have completed a minimum of fifteen (15) years of continuous service with the LaSalle Police Services, shall be provided with benefits as set out in sub-articles 24.1, 24.2, 24.3, 24.4, 24.5 and 24.6.

The retired employee's spouse, and eligible children shall be entitled to such benefits during the lifetime of the individuals. In the event of death of the current/retired employee, the Town shall continue to pay the associated cost of benefits as provided above for the deceased employee's spouse, and eligible children until such time that the former employee's spouse remarries, or until death, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with the dependent of the surviving spouse.

- c) Employees hired prior to January 1, 2008 who retire from the employment of the LaSalle Police Services at age fifty (50) or older, shall be provided with benefits as set out in sub-articles 24.1, 24.2, 24.3, 24.4, 24.5 and 24.6.

The retired employee's spouse and eligible children shall be entitled to such benefits during the lifetime of the individuals. In the event of death of the current/retired employee, the Town shall continue to pay the associated cost of benefits as provided above for the deceased employee's spouse, and eligible children until such time that the former employee's spouse remarries, or until death, whichever comes first. "Eligible Children" is defined as any child under 18 years of age, or at any age if totally and permanently disabled, who are unmarried and legally residing with the dependent of the surviving spouse.

- d) Retirement benefits for members hired prior to January 1, 2015 shall not be addressed at any other negotiations and can never be eliminated.

24.8 It is further agreed that the Corporation may subscribe for Equivalent coverage for those services described in the above paragraphs on the understanding the Association will be consulted prior to calling for proposals from companies providing such services, in order to ensure the Association that equal benefits and

services and satisfactory claims procedures are maintained and that such changes shall not limit the coverage that the present companies offer. It is further agreed that the Corporation may subscribe for equivalent coverage from other carriers.

ARTICLE 25 – LIFE AND ACCIDENT INSURANCE

- 25.1** Group Life Insurance – the Corporation agrees to pay 100% of the premiums to provide a double indemnity Life Insurance Plan for all active members of the Police Services. The amount shall be two times the individual's salary, with a minimum of \$85,000.00 for current members. The Plan is to include a Total Disability Waiver of Premium clause to assure continued coverage for disabled members of the Services for the amount of life insurance in force at the date of disability.
- 25.2** Accidental Death & Dismemberment – the Corporation agrees to pay 100% of the premiums to provide an amount of insurance equal to that under Group Life Insurance for all active members of the Police Services. The coverage is to provide for the customary benefits in case of accidental loss of life, hands, eyes and feet.
- 25.3** Dependent Group Life – the Corporation agrees to pay 100% of the premiums to provide Dependent Group Life Insurance on eligible spouses in the amount of \$5,000.00 and eligible dependent children in the amount of \$5,000.00.
- 25.4** Pecuniary Aid to Widows – In the event a member of the Service is killed or dies of injuries received in the discharge of his duties, the Board shall recommend to Council of the Corporation of the Town of LaSalle, that the spouse be paid one (1) year's salary, payable weekly, at the rate the member was receiving at the time of the member's death. The payment schedule will be mutually agreed upon by the surviving member's spouse and the Town of LaSalle in the event of a payment.

ARTICLE 26 – SICK LEAVE

- 26.1** Each member shall receive sixty (60) sick leave hours annually, which shall be utilized for sickness only.
- 26.2** Every January 1st of the following year thereafter, any unused portion of the individual annual sick leave allocation, shall be paid at 100% of its value, on the first regularly scheduled pay date, at the applicable rate of pay, as at December 31st of the preceding year, which is the year that the said sick leave was allocated and accumulated.
- 26.3** Any member whose sick leave bank is below one hundred and twenty (120) hours at the end of any calendar year, shall utilize their annual sick leave allocation to "top up" their individual sick leave bank.
- 26.4** The sick leave shall commence on the 1st day that the member has been away from work. In the event such sick leave exceeds three (3) days, the member shall,

within four (4) business days, produce a certificate from a qualified medical doctor, certifying that he is entitled to sick leave. Any costs borne by the member in obtaining the certificate shall be reimbursed by the Board.

26.5 The Employer agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under this agreement. In case of change in carrier, the Employer shall provide the Union with copies of all new insurance policies.

26.6 Any member of the Service compelled to report off duty for sickness occurring while on shift shall have all hours absent credited against accumulated sick leave.

ARTICLE 27 – DISABILITY INSURANCE

27.1 Short Term Disability Coverage

The Corporation of the Town of LaSalle agrees to pay 100% of the premium towards an insured plan which includes Weekly Income payments in the amount of 75% of gross reported wages.

The qualifying period which must be served before the income benefit begins is forty (40) working hours of total disability, or, if the claimant is admitted to a hospital as an in-patient and is hospitalized overnight the benefit is payable from the first day of hospitalization. The qualifying period is “nil days” if the claimant’s total disability is due to an accidental injury caused by an unforeseen event. The maximum benefit period is twenty-six (26) weeks following serving of the qualifying period.

Short Term Disability in the case of an “in-house rehabilitation program” (such as Brentwood or Homewood) occurs on the first day of the in-house rehabilitation residency. “In-house” refers to a Board approved program, conducted off premises, and must provide twenty-four (24) hour residency.

“Totally disabled” means that the employee has a medically determinable mental or physical impairment due to injury or disease which prevents him from performing the regular duties of the occupation in which he participated just before the disability started. “Continuity of Pay”, that being the continuation of pay to the affected employee through the Town payroll system, will be enacted, only if, the affected employee has adequate sick leave credits to support such pay continuation.

27.2 LONG TERM DISABILITY

The Corporation of the Town of LaSalle agrees to pay 100% of the premiums toward an insured plan which include Long Term Disability Income (LTD) with an overall benefit of 75% of regular gross reported wages. “Continuity of Pay”, that being the continuation of pay to the affected employee through the Town payroll

system, will be enacted, only if, the affected employee has adequate sick leave credits to support such pay continuation.

Basic reductions in LTD benefit will include CPP/QPP benefit (excluding benefits for dependent children) and Worker's Compensation benefits.

The qualifying period before benefits commence is the Short Term maximum disability benefit period of twenty-six (26) weeks, and the maximum benefit period is the insured employee's 65th birthday.

The definition of disability means the qualifying period and the twenty-four (24) month period immediately following it during which "totally disabled" means that the employee has a medically determinable physical or mental impairment due to injury or disease which prevents him from performing the regular duties of the occupation in which he participated just before the disability started. After the twenty-four (24) month period, "totally disabled" means the employee is unable, because of medically determinable physical or mental impairment due to injury or disease to perform the duties of any occupation for remuneration or profit within the range of his education, training or experience.

If the claimant is receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by the employee from all sources does not exceed 85% of his monthly rate or earned income in force on the date he became totally disabled.

The Corporation agrees:

- That a member on disability shall maintain continuity of applicable weekly pay;
- Shall guarantee continuation of service and seniority while on disability;
- At the request of the employee, the Corporation shall apply for "waiver of premium" through the Ontario Municipal Employees Retirement System (OMERS) for any member on disability;
- Shall continue benefits for any members on disability;
- 100% of difference between Short Term Disability and normal take home pay for six (6) months, and 100% of difference of Long Term Disability "and normal take home" pay for the first six (6) months, not to exceed an aggregate of one (1) year.
- Special Pay Allowance will be prorated for the period of time that a member is off on Short Term Disability, and shall not include Shift Premium.

When a member is able to return to work, after a disability claim, but cannot perform his/her regular duties as a result of his/her disability, the Board shall endeavor to provide the member with employment for which he/she can be reasonably trained,

educated and experienced. The suitability of such employment shall be determined upon agreement of the Board, the member and the Association.

"Termination of Income Benefit" shall occur in the following instances:

- 27.2.1** The benefit period ends (Short Term Disability).
- 27.2.2** The member is no longer totally disabled.
- 27.2.3** The member participates in any occupation for a remuneration of profit, or any educational program other than a rehabilitational program approved by his physician and by the insurer.
- 27.2.4** The member refuses to participate in a rehabilitation program approved by his physician and/or by the Insurance carrier.
- 27.2.5** The member dies/retires.
- 27.2.6** The member fails to submit proof to the insurance carrier that he continues to be totally disabled.
- 27.2.7** The member fails to submit to a medical examination at insurer's request by a physician appointed to the insurer.

27.3 The employer agrees that, should insurance carriers be changed, the benefit coverage shall not be less that that provided under this agreement. In case of change in carrier, the Employer shall provide the Association with copies of all new insurance policies.

ARTICLE 28 – PENSION

28.1 It is recognized that all members of the Association are also members of the OMERS primary pension plan and that the retirement criteria and contribution rates are established by OMERS and may change from time to time.

ARTICLE 29 – SENIORITY

29.1 Seniority shall be defined as the length of continuous service as a member of the Town of LaSalle Police Services and shall commence in the first day of employment. In the event of lay-offs of any members, such will be dealt with by way of reversed seniority unless a more senior member accepts this on a voluntary basis.

29.2 Any member from the Unit "B" agreement, upon becoming a member of this agreement, will enter onto the bottom of the Unit "A" seniority list, but his accumulated Sick Leave, Benefits, Pension and Annual Leave entitlements will remain intact.

- 29.3** Notwithstanding all other provisions of this agreement, the Chief may, at his/her discretion recognize new member's time of employment at another Police Service within Canada for the purpose of determining adequate vacation time and starting salary. This provision shall be retroactive to May 27th, 2002.
- 29.4** The Chief shall inform the Association in writing of any conditions of employment being placed on new members within ten (10) days of commencement of said employment.

ARTICLE 30 – PROMOTION

- 30.1** Where a vacancy occurs or a new position above the rank of First Class Constable is created or where an appointment is to be made to a position on account of sickness, vacation or other cause, such appointment may provide promotion for any member, notice shall be posted at appropriate locations, including all bulletin boards for a minimum of ten (10) working days and a copy of the notice shall set out a job description of the position, qualifications required and the wage.
- 30.2** All promotions shall be governed by ability, fitness and efficiency to be determined by the Chief of Police and ratified by the Board, provided that where these are equal, seniority as provided for in the preceding Article shall govern.
- 30.3** No member of the Service can attain second class rating unless such member has successfully completed such attendance as may be required at the Ontario Police College.
- 30.4** A member, upon being hired shall be a probationary Constable for a period of twelve (12) months and may be discharged without notice and without reference to the Police Code of Discipline and without a trial or hearing before the Board or at any time during said period as may be determined by the Chief of Police and approved by the Board.
- 30.5** Upon completion of twelve (12) months service as a Fourth Class Constable, a member shall be paid the salary of a Third Class Constable.
- 30.6** Upon completion of twenty-four (24) month's service, a member shall be paid, subject to his successfully completing the course at the Ontario Police College as aforesaid, the rate of pay of a Second Class Constable.
- 30.7** Upon completion of thirty-six (36) months service and successful completion of the course at the Ontario Police College, a member shall be paid at the rate of pay of a First Class Constable.
- 30.8** Notwithstanding the foregoing paragraph 30.1, 30.2, 30.3, 30.4, 30.5, 30.6 and 30.7 of this Article, should a member be hired at a rank higher than Fourth Class Constable, it is the intent of this Article that such person shall, upon completion of 12 month's service, be entitled to the pay of the rank next higher up to and including First Class Constable.

30.9 Any member that competes in the promotional process as referred to in the Service Reference Manual shall be given their total score and where unsuccessful shall be granted an interview with either the Chief of Police or the Deputy Chief within thirty (30) days of notification that the member was unsuccessful in the competition for the purpose of reviewing the member's application.

30.10 Any changes to the promotional process as referred to in the Service Reference Manual shall not be done unless there is consultation between the Chief of Police and the Association.

ARTICLE 31 – COMPLAINT AND GRIEVANCE PROCEDURE

31.1 With the 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 violations of any of the provisions of this agreement shall be dealt with as follows:

STEP 1 The aggrieved member, and/or his Association representative may discuss any grievance with the management representative designated in Article (31.8.1) below to handle grievances at this step. The management representative shall state his decision orally to the grievor within seven (7) days after the discussion.

STEP 2 If the grievance is not resolved satisfactorily at Step 1, the Association Grievance Committee or its representative may reduce the grievance to writing and present it within seven (7) days after the decision has been made at Step 1 and initialed by the Management Representative at Step 1 to the Chief. The Chief shall render a written decision and deliver it to the Association Grievance Committee within a further seven (7) days of the meeting held to discuss the grievance, or if no meeting is held, within seven (7) days of the presentation of the grievance at Step 2.

STEP 3 If no settlement is reached at Step 2, the Association Grievance Committee or its representative may, at any time within seven (7) days of receipt of the decision of the Chief or his designee, submit the grievance to the Town of LaSalle Police Services Board which shall then fix a time within thirty (30) days at which time the Town of LaSalle Police Services Board will hear submissions from one or more members or a representative of the Grievance Committee. The Town of LaSalle Police Services Board will notify the Committee in writing of its decision within seven (7) days of the hearing.

31.2 Where the Association Grievance Committee is dissatisfied with the decision of the Town of LaSalle Police Services Board, there shall be the right to arbitrate according to the procedure as provided for in Article 31.3

- 31.3** Where a difference arises between the parties relating to the interpretation, application or administration of the Agreement or an allegation is made that the agreement or award has been violated, either of the parties may, notwithstanding any grievance or arbitration procedure established by the agreement notify the other party in writing of it's desire to submit the difference or allegation to an arbitrator and, if the recipient of the notice and the party desiring the arbitration do not within ten (10) days agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Solicitor General upon the request of either party, and the arbitrator shall commence to hear and determine the difference within thirty (30) days after his appointment and shall issue a decision within a reasonable time thereafter, and such decision is final and binding upon the parties.
- 31.4** Where a grievance relates to the general interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may initiate a "policy" or "group" grievance on behalf of the aggrieved members, or the party concerned, as the case may be.
- 31.5** No matter may be submitted to arbitration which has not been processed through all previous Steps of the grievance procedure, however, that the parties may at any time agree to omit one or more Steps of the grievance procedure.
- 31.6** The time limits in this Article may be extended at any stage by mutual agreement but in any event shall be considered directly.
- 31.7** The word "days" in this Article means calendar days exclusive of Saturday, Sunday, Paid Holiday, and the period of the grievor's vacation.
- 31.8.1** The Board shall provide the Association with a list of management representatives; such individuals to include the Chief, Deputy Chief or any other employee so designated by the Board to handle grievances at Step 1 of the Grievance Procedure and shall notify the Association promptly of changes made in the list from time to time.
- 31.8.2** The Association shall provide the Board with a list of names of members of it's Grievance Committee and a list of the names of it's monitors, and shall notify the Board promptly of any changes made from time to time in either list.

ARTICLE 32 – LOSS OF INCOME

- 32.1** The Town of LaSalle will pay 100% of the cost of the Life Insurance, Weekly Indemnity and Long Term Disability Plans, made between the Town of LaSalle and the Insurer, presently in effect or any successor or substituted plan for all members of the Service.

ARTICLE 33 – LEGAL EXPENSES

- 33.1** The Town of LaSalle shall pay to all members such reasonable legal fees and expenses incurred as a result of a member being charged with an offence contrary to the Criminal Code or any Federal, Provincial or Municipal enactment while in the execution of the members duty provided that such member shall be acquitted or discharged of such proceedings initiated against him or the charge is withdrawn.
- 33.2** Legal representation shall be provided to officers under investigation by the Special Investigations Unit (SIU) to a one time maximum of One Thousand Dollars (\$1,000.00) per officer "if needed".
- 33.3** Where, in an inquiry under the Coroner's Act, a member's conduct is called into question because of acts done by him in the attempted performance in good faith of his duties as a Police Officer, the Town of LaSalle shall pay for the necessary and reasonable legal costs incurred in representing his interests in any such inquiry, providing:
- 33.3.1** the Chief or the Board does not provide counsel to represent the member at the Board's expense; or
- 33.3.2** 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 to act for both the Chief or the Board and the member in that inquiry.
- 33.4** It is understood and agreed that in the event of a difference of opinion the words "necessary and reasonable legal costs" may be the subject of a grievance and arbitration under the terms of this collective agreement. Specific reference to this provision does not reflect on the arbitrability of other matters falling under the collective agreement.

ARTICLE 34 – LEGAL COSTS – POLICE ACT

- 34.1** A member of the Police Services who is requested or subpoenaed to appear before an inquiry under Article 95 or Article 96 of the Police Services Act, shall be indemnified for the necessary and reasonable legal costs incurred in representing his interests in such an inquiry only:
- 34.1.1** where no other member of the Police Services, excluding the Chief of Police, has been requested or subpoenaed to appear before the inquiry;
- 34.1.2** where more than one member of the Police Services is subpoenaed or requested to appear, other than the Chief of Police, in such case there shall be only one counsel representing the members of the Police Services; or

- 34.1.3** where the counsel representing the member of the Police Services excluding the Chief of Police, is of the opinion that it would be improper for him/her to act for both the member and other members of the Service.
- 34.2** The Counsel representing the member of the Police Services under Article 34.1.1 and 34.1.2 shall be counsel selected by the Police Association. Counsel representing a member of the Police Services under Article 34.1.3 shall be counsel selected by that member of the Service.
- 34.3** Where a member intends to apply to the Board for indemnification the member shall, within thirty (30) days of receiving a request or subpoena to appear before an inquiry under Article 95 or 96 of the Police Services Act, apply 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.
- 34.4** Notwithstanding Article 34.1 above, the Board may refuse payment otherwise required under Article 34.1 where the request or subpoena is with respect to acts by the member of the Police Services which were not done in the attempted performance of his/her duties as a Police Officer.
- 34.5** For the purposes of Article 34, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work subject initially to the approval of the solicitor for the Board and in the case of dispute between the solicitor doing the work and the solicitor for the Board, assessment on a solicitor and client basis by an Assessment Officer of the Supreme Court of Ontario.

ARTICLE 35 – TRANSPORTATION

- 35.1** All members who are authorized to use such motor vehicles as may be operated by him in the performance of his duty, whether such motor vehicle is owned or otherwise prescribed to his use, shall be paid an allowance at the rate as paid by the County of Essex Schedule for all mileage traveled in the performance of such authorized duty. Should damage be occasioned to such vehicle while in the authorized service of a member of the Service, such damage shall be paid for by the Town of LaSalle. Should a member be required and agree to provide such vehicle, the Town of LaSalle shall indemnify him and save him harmless in any loss or judgment rendered or recovered against him by reason of the operation of such motor vehicle. Notwithstanding the generality of the foregoing, should such member of the Service be required to pay any deductible amount by reason of the coverage applicable to such vehicle, the same shall be indemnified by the Board immediately upon request.
- 35.2** Air conditioning is to be placed in all police cruisers.

ARTICLE 36 – LABOUR/MANAGEMENT COMMITTEE

- 36.1** To resolve any problems which may arise and to consider and make suggestions and recommendations for their solution to their respective Parties, the Parties shall establish a joint committee comprised of two (2) appointees representing the Board and two (2) representing the Association to meet semi-annually with such meetings to take place in April and October of each year or as otherwise mutually agreed upon, to discuss matters of mutual concern at a place and time mutually agreeable.
- 36.2** Seven (7) days prior to any meeting of the joint committee, the representatives of the Board and the Association shall advise each other in writing of the matters they wish to place on the agenda for discussion.
- 36.3** Time spent by appointees attending such meetings shall not result in loss of regular pay, nor qualify for overtime on a day or additional costs.

ARTICLE 37 – MANAGEMENT RIGHTS

- 37.1** The Association recognizes and acknowledges that subject of the provisions of the Police Act and the regulations thereto and subject to the provisions of this collective agreement, it is the sole function of the Board to:
- 37.1.1** maintain order, discipline and efficiency;
 - 37.1.2** hire, discharge, direct, classify, promote, demote, suspend or otherwise discipline any member, provided that a claim of discriminatory promotion, demotion or claim that a member has been discharged or disciplined without reasonable cause, may be the subject of a grievance under the provisions of the Grievance Procedure contained in this Agreement or dealt with under the exclusive jurisdiction of the Ontario Police Commission, as prescribed by the Police Services Act, as amended from time to time;
 - 37.1.3** generally to supervise and administer the affairs of the Town of LaSalle Police Services.
- 37.2** Without limiting or restricting the generality of the foregoing, the Corporation retains all rights and responsibilities of management not specifically relinquished or modified by this agreement.

ARTICLE 38 – TERM OF AGREEMENT

38.1 This Agreement shall remain in force and effect for a period of four (4) years from January 1st, 2017 to and including the 31st day of December, 2020 and thereafter until replaced by a new agreement, decision or award.

38.2 This agreement shall enure to the benefit of and be binding upon not only the parties hereto but also their respective successors and assigns.

ARTICLE 39 – COPIES OF AGREEMENT AND POLICE SERVICE ACT, POCKET CRIMINAL CODE & HIGHWAY TRAFIC ACT

39.1 The Board shall provide the Association and it's members, any and all information that is available to the public upon request.

39.2 The Board shall provide a "Master Copy" of this agreement, as well as the use of a photocopier in order to provide adequate copies to its membership.

39.3 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, revised and reprinted from time to time.

39.4 The Board shall provide the Association with a recent pocket version of the Criminal Code and Highway Traffic Act and Regulations as well as the appropriate short form wording books.

SIGNED this 4 day of June, 2018.

POLICE SERVICES BOARD FOR THE TOWN OF LASALLE

Chairperson

Secretary

THE TOWN OF LASALLE POLICE ASSOCIATION

President

Secretary

SCHEDULE "A"

POSITION	July 1, 2016		January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Rank	Salary	Rank	1.5%	Rank	1.5%	Rank	1.5%	Rank	1.5%
Inspector	140.0	133,885.75	140.0	135,868.14	140.0	137,906.16	140.0	139,974.76	140.0	142,074.38
Staff Sergeant	132.5	126,689.15	132.5	128,589.49	132.5	130,518.33	132.5	132,476.11	132.5	134,463.25
Sergeant	120.0	114,737.35	120.0	116,458.41	120.0	118,205.28	120.0	119,978.36	120.0	121,778.04
Senior Constable (23 yr) *	107.5	102,785.54	107.5	104,327.32	107.5	105,892.23	107.5	107,480.62	107.5	109,092.83
Senior Constable (20 yr) **	-	101,351.32	106.0	102,871.59	106.0	104,414.67	106.0	105,980.89	106.0	107,570.60
Senior Constable (10 yr)	104.5	99,917.11	104.5	101,415.86	104.5	102,937.10	104.5	104,481.16	104.5	106,048.37
1st Class Constable	100.0	95,614.46	100.0	97,048.67	100.0	98,504.40	100.0	99,981.97	100.0	101,481.70
2nd Class Constable	92.0	87,987.59	92.0	89,284.78	92.0	90,624.05	92.0	91,983.41	92.0	93,363.16
3rd Class Constable	86.7	82,939.82	86.7	84,141.20	86.7	85,403.32	86.7	86,684.37	86.7	87,984.63
4th Class Constable - second six (6) months effective January 1, 2018	77.7	74,249.87	77.7	75,406.82	77.7	76,537.92	77.7	77,685.99	77.7	78,851.28
4th Class Constable - first six (6) months effective January 1, 2018	-	N/A	-	N/A	55.1	54,275.93	55.1	55,090.06	55.1	55,916.42

* member must be on the promotional list one time after their 20th year of service in order to qualify

** member must receive of 70% or higher on OPC promotional exam

SCHEDULE "B"

ATTENDANCE AT ASSOCIATION MEETINGS AND CONVENTIONS

Meetings of the Executive of the Association with the Board of Police Commissioners and/or Service Administrators.

- (a) Any member of the Executive of the Association who is scheduled for duty on a day or afternoon shift of the day of such meeting, shall be permitted to such shift off duty. Should a member be scheduled for night shift on the day of a meeting the member shall receive 8 hours of rest between the end of the meeting and the start of duty. There shall be no loss of pay to the member.
- (b) Any member of the Executive of the Association who is scheduled for duty on the midnight shift immediately prior to such meetings shall be permitted that shift off duty.
- (c) Members appearing before the Board of Commissioners of Police in respect to the affairs of the Association shall appear in civilian attire.

SCHEDULE "C"

PRESCRIPTION PLAN – covers reimbursement of eligible expenses which are:

Any reasonable and customary charges actually made for medically necessary drugs, serums, on injection and inoculation materials, which have been dispensed by a licensed pharmacy on the written prescription of a physician legally licensed to practice medicine. Patent medicines, vitamins and vitamin preparations (except hematitic and injectable vitamins) which may be purchased without the written prescription of a doctor are not eligible expenses.

EXTENDED HEALTH CARE –

covers reimbursement of the following eligible expenses, after an annual deductible of \$10.00 per single employee and \$20.00 per family is applied, providing such expenses are medically necessary as prescribed by a licensed medical practitioner and providing charges are reasonable and customary.

- 1) Services of a registered nurse, providing nurse is not related by blood or marriage to the patient, not a resident normally in the patient's home, is engaged on a full shift basis, and is not an employee of the institution of confinement.
- 2) Blood, Blood Plasma or Blood Products, unless donated or replaced, when required for transfusions.
- 3) Prosthetic Appliances – rental or purchase of casts, splints, trusses, braces, crutches, oxygen and rental equipment for its administration, wheel-chairs, respirators, hospital beds.
- 4) Dental charges necessitated due to accidental injury to sound and natural teeth caused by a direct external accidental blow to the mouth, provided accident occurred while coverage was in force. Treatment to commence within 180 days and be completed by the 365th day.
- 5) Services of a registered or licensed Chiropractor, Osteopath, Podiatrist, Physiotherapist, Speech Therapist and Naturopath, up to \$500.00 in a calendar year. Services for Massage Therapy shall be covered up to \$600.00 in a calendar year.
- 6) Services of a registered or licensed psychologist up to \$1,750.00 per calendar year for each covered person.
- 7) Laboratory services.
- 8) Emergency transportation to the nearest hospital to a maximum of \$100.00 per disability.

- 9) Orthopedic shoes prescribed in writing by a podiatrist or physician to a maximum of \$100.00 in any calendar year.
- 10) Emergency accommodation when necessary away from home, except accommodation in a private home, up to \$25.00 per day or \$200.00 in the aggregate, for any one disability.
- 11) Convalescent Hospital Care, not including home for the aged, up to \$10.00 per day in excess of public ward rate, to a lifetime amount of \$1,000.00.
- 12) Out-of-Canada coverage for –
 - a) Hospital charges (including out-patient, ambulance, and related services) up to \$50.00 per day for 30 days in excess of Provincial Hospital allowance.
 - e) Services of a physician for emergency treatment or for services not available in Canada, reimbursed on a reasonable and customary basis less the appropriate Provincial Health Care allowance. Eligible expenses for (a) and (b) above are limited to a total of \$1,500.00 per disability.
- 13) Plan maximum \$10,000.00 every three (3) years.

SEMI-PRIVATE HOSPITAL - reimbursement of the difference between standard ward and standard semi-private accommodation for each day in hospital.

PRIVATE HOSPITAL – reimbursement for the difference in cost between standard semi-private and standard private room in a public hospital. Maximum benefit is \$1,000.00.

GENERAL LIMITATIONS FOR EXTENDED HEALTH AND HOSPITAL BENEFITS

Benefits are not payable for:

1. Expenses incurred by a dependent during a period of hospital confinement which began on or before the date dependent became insured with the exception of a child who became insured as a dependent at birth.
2. Expenses in connection with periodic health check-ups or examination, travel for health, dental service, or cosmetic surgery.
3. Expenses for which employee is not required to pay, including any expense reimbursed, assumed or allowed under any non-contractual plan, scheme or arrangement or for any expenses reimbursed or allowed under any Provincial Hospital Insurance Plan, and Provincial Health Insurance Plan.
4. Any charges which are not permitted to be insured under the Provincial Insurance Plan Act of the Province.

5. Any injury or disease which resulted from an act of war or hostilities of any kind. Claims must be submitted within 90 days after the end of the calendar year in which expenses were incurred.

EYEGASSES AND HEARING AIDS

Eyeglasses - reimbursement for new eye glasses, repairs to eyeglasses frames replacement of lenses, contact lenses in lieu of eye-glasses, up to \$350.00 in any 24 month period. Covered expenses do not include industrial safety glasses, sun glasses (unless prescribed by a Medical Practitioner for the treatment of ophthalmic diseases or conditions) and duplicate glasses (i.e. no change in lens prescription).

Eye Exams - reimbursement for eye examinations, up to \$65.00 in any 24 month period.

Hearing Aids - reimbursement to a maximum of \$500.00 every 3 years when supplied on the written prescription of a licensed Medical Practitioner.

SCHEDULE "D"

Dental Plan - reimbursement for dental services below, payable in accordance with the current Ontario Dental Association Schedule of Fees for general practitioners. Treatment is to be rendered by a legally qualified dentist, except that cleaning and scaling of teeth may be performed by a licensed dental hygienist, under the supervision and direction of a dentist.

1. Completed oral examination once every 36 months.
2. Recall oral examination once every 9 months.
3. Prophylaxis (cleaning and scaling) once every 9 months.
4. Bite-wing X-rays once every 9 months.
5. Topical application of fluoride solutions once every 9 months.
6. Oral Hygiene instruction once every 9 months.
7. Full mouth series X-rays once in every 36 month period.
8. Extractions and Alveolectomy (at the time of tooth extraction).
9. Amalgam, silicate, acrylic and composite restorations.
10. Dental Surgery (minor).
11. Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
12. General anaesthetic required in relation to dental surgery.
13. Necessary treatment for the relief of dental pain.
14. Cost of medication and its administration when provided by injection in the dentist's office.
15. Space maintainers for missing primary teeth and habit-breaking appliances.
16. Consultations required by attending dentist.
17. Endodontic Treatment (root canals).
18. Periodontic Treatment (gum diseases).
19. Oral Surgery (Major).
20. Denture repairs (rebasement and relining) once in every 36 month period.
21. Reimbursement at 50% for initial dentures (including adjustments during the 3 month period following installation of partial or full removable dentures) to replace one or more natural teeth extracted necessarily while insured under the plan. Installation, adjustments, repairs and relining of complete dentures may be made by a qualified dentist, dental mechanic or denturist.
22. Reimbursement at 50% for replacement of an existing partial or fully removable denture providing existing denture was installed at least 5 years prior to its replacement and is not serviceable; reimbursement at 50% for the addition of teeth to an existing partial removable denture to replace one or more natural teeth necessarily extracted. Dentures may be made by a qualified dentist, dental mechanic or denturist.
23. Reimbursement at 50% for orthodontic services, subject to a maximum of \$2,000.00 per covered person. A Treatment Plan is to be filed with the insuring company if the proposed treatment exceeds \$300.00.

Covered Dental Expenses do not include:

1. Services and supplies covered by a government plan or for which a government or government agency prohibits payment.
2. Services and supplies provided by a dental or medical department maintained by the Corporation, a mutual benefit association, labour union, Trustee, or similar type of group.
3. Services and supplies required as the result of any intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.
4. Services and supplies rendered for dietary planning for the control of dental care or plaque control.
5. Services and supplies rendered principally for cosmetic purposes.
6. Services and supplies rendered for the correction of any congenital or developmental malformation which is not an eligible class malocclusion.
7. Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction.
8. Dental treatment not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
9. Dentures which have been lost, mislaid or stolen.
10. Broken appointments or the completion of claim forms required by the insurer.
11. Treatment unnecessarily rendered, however, consideration will be given to that portion of the expense that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered".
12. That portion of orthodontic treatment rendered after, but, which is part of a course of treatment that commenced before the date the employee became insured in respect to the person requiring orthodontic treatment. Provision will be made, however, for that portion of the expense not covered under any other Group Policy, but covered under the current Plan.
13. Routine treatment rendered within 12 months (except for a maximum benefit of \$50.00 for the initial covered expenses for such treatment), major treatment rendered within 12 months, or orthodontic treatment rendered within 24 months after the effective date of insurance of:

- (a) an employee whose insurance became effective more than 31 days after the date he became eligible, or
- (b) any dependent of any employee defined in (a) above, or
- (c) any employee or dependent whose insurance was originally waived for any reason, unless such treatment is required solely as the result of accidental injury to natural teeth after the effective date of such insurance.

14. Services other than those listed as covered expenses.

Schedule "E"

Operational Protocols Implementation of the 12 Hour Shift Schedule

The LaSalle Police Association and the LaSalle Police Services Board have agreed in principle with the manner in which the Chief or his designate shall administer the 12-hour working schedule to facilitate general operations of the LaSalle Police Service. This agreement of intent confirms an understanding and agreement reached between the two parties for the operational protocols related to the implementation of a 12-hour shift schedule for uniformed patrol officers.

Shift Cycle:

1. the predominate shift cycle worked by uniformed patrol members is the 4-12, that is four 12-hour days on, with 4 days off. The cycle lasts for 8 weeks or 56 days during which it is expected a member works 28 shifts or a total of 336 hours.
2. all members of the Service, regardless of the shift schedule, are paid based on a 40-hour workweek. On a Monday to Friday 8-hour day, a member works 320 hours in eight weeks.
3. to adjust the 4-12 work cycle to reflect the Forty (40) hour week, all hours which extend beyond 2080 hours in a calendar year shall be credited into the members lieu time bank.

Training days:

1. members assigned to training courses or to attend seminars will, at the discretion of the Chief or his designate, have their schedule adjusted to accommodate training.
2. members assigned to training courses or to attend seminars, work shops or conferences, will automatically be considered as working a Monday to Friday, 40-hour workweek. The actual hours on course will be factored into the amount of the time the member would have worked in the cycle on their regular 4-12 shift, and a credit or debit will be applied to the balance of the member's overtime bank at straight time.
3. reasonable travel time will be factored into the credit/debit formula at straight time. e.g.
 1. Chatham-Kent Police Services Training Facility – 1.5 hours
 2. Ontario Police College – 3 hours
 3. Canadian Police College – 8 hours (air transportation)
 4. Other locations – estimated travel time
4. if a member works all or part of their rotation before attending a course, the platoon sergeant shall re-schedule time off to the member to prevent a long period of time before any leave occurs.
5. a pre-approved "Training and/or Travel Requisition" will be completed and signed by the member and approved by the Chief or his designate prior to the member's attendance on the course. The training and travel requisition will indicate the course and duration, mode and anticipated duration of travel,

adjustments to schedule to accommodate member's attendance, all anticipated expenses such as meals and debits/credits to member's time off bank. (no overtime will be paid.)

Disputes:

1. the Deputy Chief will mediate disagreements between the Service and the member respecting hour's credited/debited for training. This is only meant to mediate the dispute and not intended to circumvent the grievance provisions as outlined in the current collective agreement.
2. members are reminded that training of any kind, regardless of the duration, benefits both the member and the Service.
3. adjustments, shift re-scheduling and time off will be granted where reasonable to ensure that the interruption of a member's shift rotation is minimal.

LETTER OF UNDERSTANDING

POLICE SERVICES BOARD FOR THE TOWN OF LASALLE

- and -

THE TOWN OF LASALLE POLICE ASSOCIATION

RE: FLEX BANK

WHEREAS the LaSalle Police Service is a community based police service, our biggest stakeholder is the community. As a result of this community partnership there are many functions known as Special Events which require the attendance of members of the LaSalle Police Service. The majority of these events are volunteer based which requires the individual member(s) to donate his/her time. At times Administration has been unable to fill these volunteer community events and therefore the Chief of Police should have the ability to authorize Flex Time at his discretion.

Recommendations:

1. That attendance at Special Events be offered to members as voluntary attendance with no compensation or remuneration.
2. The Chief be allowed to offer Flex Time at straight time to members of the Service at his discretion to attend Special Events if and when necessary.
3. A Flex Time bank shall be created in the LaSalle Police Service RMS Time Manager Database that will indicated how many Flex Time hours the member has accumulated during the year.
4. Flex Time shall only be used for time off purposes and not for pay.
5. Prior to the current fiscal year ending or at the discretion of the Chief of Police/Designate, the member of the service shall take or utilize all Flex Time hours in time off. If the member fails to take or utilize their Flex Time, Administration shall assign Flex Time hours to the member if and when necessary.
6. Amend LaSalle Police Service Policy Part A - Administration Section 3 - Human Resources Subsection 314 - LPS time Manager 314.3 Chit, to reflect the accumulated of Flex Time.
7. When a member of the LaSalle Police Service has been approved for Flex Time (at straight time) he/she shall as per LaSalle Police Service RMS Time Manager for recording and final approval purposes.
8. Flex Time will not replace overtime as per the Unit A or Unit B Collective Agreement.
9. Any dispute(s) between Flex Time and Overtime shall be mediated by the Deputy Chief of Police. If an agreement cannot be reached then the Association reserves the right to utilize the Grievance Process under Unit A (Article 31) and B (Article 24) Collective Agreements.

Definitions:

Special Events: Include but are not limited to: Torch Run, Honour Guard duties, Funerals, Historical Vehicle events/prep, Community Partnership Awards/Dinners, etc.

Flex Time: Time that is offered by the Chief of Police or designate at their discretion for Special Events. All Flex Time shall be at straight time.

Notice:

All correspondence and other notices relating to this Agreement shall be delivered to:

Chairperson LaSalle Police Services Board
LaSalle Police Services Board
5950 Malden Road
LaSalle, ON N9H 1S4


President
LaSalle Police Association
5950 Malden Road
LaSalle, ON N9H 1S4

SIGNED this 4 day of June, 2018.

FOR POLICE SERVICES BOARD FOR THE TOWN OF LASALLE

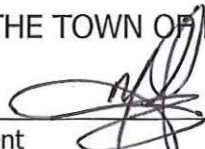


Chairperson




Secretary

FOR THE TOWN OF LASALLE POLICE ASSOCIATION



President



Secretary

LETTER OF UNDERSTANDING

**POLICE SERVICES BOARD
FOR THE TOWN OF LASALLE**

- and -


THE TOWN OF LASALLE POLICE ASSOCIATION

RE: SICK BANK REDUCTION

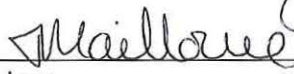
Sick banks greater than one hundred and twenty (120) hours shall be frozen as of January 1, 2014, shall be drawn upon prior to the annual sick leave entitlement as per Article 26.03.

SIGNED this 4 day of June, 2018.

FOR POLICE SERVICES BOARD FOR THE TOWN OF LASALLE

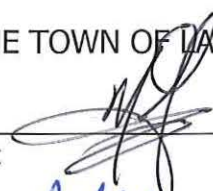


Chairperson

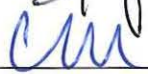


Secretary

FOR THE TOWN OF LASALLE POLICE ASSOCIATION



President



Secretary