

**2015 - 2018**

**Working Agreement**

*between*

---



**The London Police Services Board**

and



**The London Police Association**

---

**Police Personnel and Cadets**

---

## **Table of Contents**

ARTICLE 1 - RECOGNITION AND TERM .....	2
ARTICLE 2 - ADMINISTRATIVE RIGHTS .....	4
ARTICLE 3 - GRIEVANCE PROCEDURE .....	4
ARTICLE 4 - SENIORITY .....	4
ARTICLE 5 - SICK LEAVE CREDITS.....	5
ARTICLE 6 - BEREAVEMENT LEAVE.....	5
ARTICLE 7 - PENSIONS.....	6
ARTICLE 8 - HOURS OF WORK.....	7
ARTICLE 9 - TRAVEL AND LIVING EXPENSES.....	11
ARTICLE 10 - OVERTIME.....	13
ARTICLE 11 - SENIOR OFFICER LEAVE.....	15
ARTICLE 12 - COURT TIME.....	16
ARTICLE 13 - SALARIES – EXPERIENTIAL PAY .....	20
ARTICLE 14 - SHIFT ALLOWANCE .....	21
ARTICLE 15 - PAID DUTIES.....	22
ARTICLE 16 - CLOTHING AND CLEANING REIMBURSEMENT .....	23
ARTICLE 17 - MEAL ALLOWANCE .....	24
ARTICLE 18 - CANINE SECTION ALLOWANCE .....	24
ARTICLE 19 - ACTING RANKS.....	25
ARTICLE 20 - PLAINCLOTHES, CONSTABLE SPECIALISTS AND FIELD TRAINING OFFICERS.....	25
ARTICLE 21 - GROUP BENEFITS .....	26
ARTICLE 22 - GROUP LIFE INSURANCE .....	26
ARTICLE 23 - MEDICAL AND DENTAL .....	27
ARTICLE 24 - MEDICAL AND DENTAL (RETIRED MEMBERS) .....	29
ARTICLE 25 - HEALTH CARE SPENDING ACCOUNT.....	36
ARTICLE 26 - LIFE INSURANCE - RETIREES.....	37
ARTICLE 27 - SURVIVOR BENEFITS .....	37
ARTICLE 28 - VACATION .....	38
ARTICLE 29 - STATUTORY LEAVE.....	40
ARTICLE 30 - PREGNANCY AND PARENTAL LEAVE.....	41
ARTICLE 31 - ONTARIO POLICE COLLEGE TRAINING REIMBURSEMENT .....	44
ARTICLE 32 - TUITION REIMBURSEMENT.....	44
ARTICLE 33 - ASSOCIATION ACTIVITIES.....	45
ARTICLE 34 - ASSOCIATION DUES .....	46

ARTICLE 35 - CONDITIONAL LEGAL FEE PAYMENT ..... 47

ARTICLE 36 - PERSONNEL FILE ..... 49

ARTICLE 37 - REGIONAL GOVERNMENT ..... 50

ARTICLE 38 - POLICE FUNERALS ..... 50

ARTICLE 39 - PROMOTION EXAMS ..... 51

ARTICLE 40 - DAYLIGHT SAVING/STANDARD TIME CHANGES ..... 51

ARTICLE 41 - RETIREMENT NOTICE & LEAVE OBSERVANCE ..... 51

ARTICLE 42 - TWO OFFICER PATROLS ..... 51

ARTICLE 43 - LONG TERM ABSENCE ..... 51

ARTICLE 44 - AWARDS AND INFORMAL DISCIPLINE PROCEDURE ..... 52

ARTICLE 45 - FITNESS INCENTIVE ..... 52

ARTICLE 46 - EMERGENCY LEAVE ..... 52

ARTICLE 47 - MILITARY LEAVE ..... 53

ARTICLE 48 - LEAVE OF ABSENCE WITHOUT PAY ..... 53

ARTICLE 49 - TERM OF AGREEMENT ..... 54

    Schedule "A" - Salaries ..... 55

    Schedule "B" - Grievance Procedure ..... 57

    Schedule "C" - Sick Leave Benefits ..... 60

    Schedule "D" – Patrol Plan Schedule (former) ..... 67

    Schedule "D" – Patrol Plan Schedule (Amended) ..... 68

    Schedule "E" - Compressed Work Schedule for Headquarters Detention Unit Sergeants and  
    Communications Section Sergeants ..... 69

    Schedule "F" - Compressed Work Schedule - General Investigations Unit – Criminal Investigation Division ... 71

    Schedule "G" - Canine Unit ..... 72

    Schedule "H" - Awards And Informal Discipline Procedure ..... 74

    Schedule "I" - Compressed Work Week - Forensic Identification Section ..... 80

    Schedule "J" - Compressed Work Schedule - Patrol Staff Sergeants ..... 81

    Schedule "K" - Compressed Work Schedule – Cadets ..... 82

    Schedule "L" - Compressed Work Schedule - Fraud Unit ..... 84

    Schedule "M" - Compressed Work Schedule - Community Oriented Response Unit ..... 85

    Schedule "N" - Compressed Work Schedule - Traffic Management Unit ..... 86

    Schedule "P" - Compressed Work Schedule - Emergency Response Unit ..... 88

    Schedule "Q" - Compressed Work Schedule - Headquarters Reception Unit ..... 89

    Schedule "R" - Cadet Employment Agreement ..... 90

    Schedule "S" - Major Crime Section ..... 91

Schedule "T" - Schedule - Sexual Assault & Child Abuse Section .....	92
Schedule "U" - Community Foot Patrol Unit .....	93
Schedule "V" - Robbery Unit.....	94
Schedule "W" - Bail Safety .....	95

**BETWEEN:**

**THE LONDON POLICE SERVICES BOARD**

(Hereinafter called the Board)

**OF THE FIRST PART**

**AND**

**THE LONDON POLICE ASSOCIATION**

(Hereinafter called the Association)

**OF THE SECOND PART**

WHEREAS pursuant to Section 119 of The Police Services Act, R.S.O. 1990, the Board and the Association have negotiated in respect to remuneration, working conditions and other matters referred to therein;

AND WHEREAS the parties have now reached agreement pursuant to the provisions of the said Act;

AND WHEREAS in this agreement the term "member" or the term "police personnel" means all employees of the Police Service falling within the positions set out in Schedule "A" hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the premises and the mutual covenants hereinafter contained, AGREE each with the other as follows:

## **ARTICLE 1 - RECOGNITION AND TERM**

- 1.01 The Board hereby recognizes the Association as the sole collective bargaining agent for all police members and cadets of the London Police Service save and except the Chief of Police and Deputy Chiefs of Police.
- 1:02 The Board agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Board with respect to any member of the Police Service because of the member's membership or connection with the Association.
- 1.03 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon members of the Police Service by any of its members or representatives.
- 1.04 This Agreement, as hereinafter provided, shall accrue to and apply to those Police members and Cadets on the active payroll of the London Police Service on or after January 1, 2015 to December 31, 2018 and such Agreement will continue thereafter until replaced by a decision, agreement or award.

For the purpose of calculating retirement benefits, retirement means the date when a member ceases to be on the payroll.

1.05 **Definitions:**

**Board** - The London Police Services Board.

**Chief** - The Chief of Police of the London Police Service and where applicable includes the Chief's designate.

**Dependant** - Includes a spouse/partner and an eligible child

**London Police, LPS** - London Police Service

**PSA** - Police Services Act, R.S.O. 1990, c.P.15, regulations thereto and any successor legislation

**Spouse, Partner** - A person who:

- (a) Is married to and is cohabitating with the member; or
- (b) In the case of a common-law partner, a person with whom the member lives and has a conjugal relationship with and to whom at least one of the following applies:
  - (i) is the natural or adoptive parent (legal or in fact) of your child
  - (ii) has been living and having a relationship with the member for at least 12 continuous months.

**Cadet Recruit** - refers to a person meeting the criteria set out in Section 43 of the Police Services Act who is hired to undergo Basic Constable Training at the Ontario Police College for prospective appointment as a police officer. For purposes of this Agreement, such persons shall be regarded as falling within the definition of Member outlined above except as otherwise expressly stated, even though technically Cadet Recruits would otherwise be Civilian Members.

Where, upon successful completion of the Basic Constable Training Program, a Cadet Recruit is appointed as a police officer, that member's employment with the Board shall be deemed to be continuous from the initial date of hire for the purposes of the entitlements provided under this Agreement.

**Seniority** - means the total length of service a member has with the Service from their last date of hiring, including any period of absence due to extended sick leave, workplace injury or prolonged disability. In addition, the Board shall also include other period(s) of authorized leave of absence for up to a one (1) year period, and authorized leaves of absence attributable to pregnancy, parental, and military (reservist) leave in accordance with the provisions of the Employment Standards Act, as amended.

**Cadet** - refers to a person meeting the criteria set out in Section 43 of the Police Services Act who is hired to undergo training and further development on a fulltime basis for the purpose of assessing, through a series of rotational assignments, his/her prospective suitability for selection as a Cadet Recruit. For purposes of this Agreement, such persons shall be regarded as falling within the definition of Member outlined above except as otherwise expressly stated, even though technically Cadets would otherwise be Civilian Members. Where a Cadet is subsequently selected for appointment as a Cadet Recruit, that member's employment with the Board shall be deemed to be continuous from the initial date of hire for purposes of the entitlements provided under this Agreement.

**Leave** - is scheduled time off, selected annually, chosen in a block of at least two (2) consecutive shifts, and shall include all time from the end of the last shift worked prior to the leave commencing until the beginning of the first shift worked at the end of the leave inclusive. It is understood that in this Agreement Leave may be referred to as Vacation, Annual Leave, Statutory Leave or the aforementioned and any combination of other banked time that meets the definition of Leave. Any other scheduled time off with banked time not meeting the definition of Leave shall be considered a scheduled day off.

**Scheduled day off** - means any date in a member's schedule where they are not scheduled to work or any other scheduled time off with banked time not meeting the definition of Leave.

## **ARTICLE 2 - ADMINISTRATIVE RIGHTS**

- 2.01 The Association acknowledges that, subject to The Police Services Act, R.S.O. 1990, as amended, it is the function of the Board to:
- (a) Establish the complement of the Service, which shall consist of a Chief of Police and such other police officers and such Constables, assistants and civilian employees as the Board considers adequate, and further to deploy and assign such members of the Service in a manner the Board deems necessary for the effective, efficient and economical carrying out of the operation and administration of the Police Service;
  - (b) Maintain order, discipline, and efficiency;
  - (c) Hire, discharge, classify, transfer, promote, demote, and suspend or otherwise discipline any member of the Service covered by this Agreement, provided that claim of discriminatory promotion, classification, demotion, or transfer, or a claim that any such member of the Service has been discharged or disciplined without just cause, may be the subject of either a grievance or follow the provisions of The Police Services Act and dealt with as provided;
  - (d) Generally to manage the operations and undertakings of the Police Service in a manner the Board deems necessary for the efficient and economical carrying out of the operations of the Police Service.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

- 3.01 Where a difference arises between the parties hereto or those they represent in connection with or relative to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitral or any decision or award made subsequent hereto, the procedure outlined in Schedule "B" of this Agreement shall apply, subject to any mandatory provisions of The Police Services Act and Regulations passed thereunder.

## **ARTICLE 4 - SENIORITY**

- 4.01 Seniority shall be established for the members of the Police Service covered by this Agreement and such seniority shall be based upon the member's continuous service with the Board, calculated from the date upon which a member last commenced employment with the Board. Where there is more than one member hired on the same date, seniority shall be decided in alphabetical order.
- 4.02 Updated seniority lists shall be revised and posted in June each year and a copy filed with the Association.



- 4.03 Seniority shall be broken only for the following reasons:
- (a) If the member terminates employment;
  - (b) If the member is discharged and the discharge is not reversed under the provisions of the Agreement or the provisions of The Police Services Act;
  - (c) If a member who has been laid off does not report for work within five (5) days of recall, as provided in Item 4.05;
  - (d) If a member who has been laid off is not recalled to duty within twelve (12) months.
- 4.04 Where the Board has made a decision to reduce the complement of the Service and such reduction of personnel cannot be accommodated through attrition, and where such action is not in contravention of The Police Services Act, the lay-off of members shall occur by inverse order of seniority. When a vacancy in the complement of the Service exists, the members on lay-off shall be recalled in order of seniority.
- 4.05 A member who is recalled from layoff and fails to return to work within (5) five working days after notice of return to work has been forwarded by registered mail to his/her last known address, shall be deemed to have terminated his/her employment and article 4.03(c) shall apply, except in the case of illness or other just cause which shall be determined by the Chief.
- 4.06 (a) Insofar as the members covered by this Agreement are concerned, seniority provisions are for the purpose of determining entitlement to leave, sick leave benefits and the order of lay-off or recall for members.
- (b) In instances where seniority dates change as a result of job sharing or part-time employment, the seniority date as at December 31<sup>st</sup> immediately prior to the year of entitlement shall be used to determine the entitlement to leave and sick leave benefits.

#### **ARTICLE 5 - SICK LEAVE CREDITS**

- 5.01 Sick leave, as it pertains to members, shall be in accordance with the provisions of Schedule C to this Agreement.

#### **ARTICLE 6 - BEREAVEMENT LEAVE**

- 6.01 (a) In the event of the death of a member's partner, common-law partner, child, step-child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-

law, daughter-in-law, grandchild, stepfather, stepmother, stepbrother or stepsister, such member, if scheduled to work, shall be granted absence from work for not more than four (4) days with pay, which shall include the day of the funeral. Traditionally, the bereavement days are consecutive, but can be non-consecutive provided one of the bereavement leave days is the day of the funeral.

- (b) In the event of the death of the member's grandmother or grandfather or the partner's grandmother or grandfather, such member, if scheduled to work, shall be granted absence from work for not more than two (2) days with pay, which shall include the day of the funeral. Traditionally the bereavement days are consecutive but can be non-consecutive provided one of the bereavement leave days is the day of the funeral.
- (c) In the event of the death of a member's uncle, aunt, first cousin, nephew, niece, sister-in-law or brother-in-law, such member, if scheduled to work, shall be granted one day off with pay.

6.02 Any Senior Officer may grant or extend the bereavement leave on the application of a member.

## **ARTICLE 7 - PENSIONS**

7.01 The parties agree that the pensions applicable to members shall be provided in accordance with and subject to the provisions of the Municipal Act, The Ontario Municipal Employees Retirement System (OMERS) Act and Regulations, and applicable OMERS pension By-laws and Agreements of the Corporation of the City of London.

(a) **BASIC PLAN**

By-Law A.-3571-328

June 16, 1994:

The Corporation of the City of London elected to participate in the Ontario Municipal Employees Retirement System.

1987 - 85 Factor introduced for NRA 60

1991 - Introduction of a 30 Year Early Retirement Provision

1992 - Contributions cease after 35 years

The following pension by-laws shall form supplements to this Agreement:

(b) **SUPPLEMENTARY BENEFITS ADDED:**

By-Law A.-4075-672

November 30, 1973:

Provided Type I Supplementary Benefits for incorporating services before OMERS.

By-Law A.-4265-750 (Revised June 4, 1979, By-Law A.-4440-256)  
December 20, 1976:

Provided Type III Supplementary Benefits

a) 30 Year Provision and

b) Permanent Partial Disability Benefits

By-Law A.-5252-334

November 4, 1991

Provided Supplementary-Optional Service effective January 1, 1991

- 7.02 All of the pension detail mentioned in this article shall be as particularly described and set forth in the Ontario Municipal Employees Retirement Systems Act and Regulations.

### **ARTICLE 8 - HOURS OF WORK**

- 8.01 Members of the patrol force shall work a fixed rotating compressed work week schedule as set out in Schedule D. Hours of work shall average forty (40) hours per week including five (5) paid relief periods.

A Joint Committee will monitor Schedule D. The new patrol Shift Plan will be implemented on or about May 1st 2016 on a two-year trial basis in order to be properly assessed. The Joint Committee will assess the effectiveness of the new patrol Shift Plan after it has been in place for eighteen (18) months and will recommend changes to the plan, reversion to the previous plan or an entirely new plan depending upon the assessment conducted.

During the trial period, Articles 8.08, 29.04 and 42 will be held suspended pending evaluation of the plan by the Joint Committee. Nothing herein prevents the Joint Committee from recommending interim provisions of Articles 8.08, 29.04 and 42.

It is agreed that either of the parties may, with proper notice, unilaterally inform the other party of their intention to dissolve amendments specifically in relation to Schedule D at the expiration of twenty-four (24) months after implementation date making the amendments to Schedule D specifically null and void.

Proper Notice is defined as follows: Notice of the intent to dissolve this Agreement shall be filed with the other party in writing and within a minimum of six (6) months of the expiration of this Agreement. Where less than six (6) months written notice is given, it shall be at the sole discretion of the informed party to continue the full force of this Agreement until such time as six (6) months expire from the date written notice was filed or until such time as both parties mutually consent.

Where notice is properly filed, it is agreed that at the expiration of the term of notice and where no new Agreement exists, all provisions of the 2011-2014

Collective Agreement between the parties in relation to Schedule D shall be fully restored.

8.02 All other members shall work shift schedules as agreed to by the Board and the Association. Unless otherwise agreed to, the normal weekly period of work shall be forty (40) hours, consisting of five (5) days of eight (8) consecutive hours.

8.03 During each shift or overtime shift in excess of five (5) hours, all members shall, where the requirements of service permit, be allowed one (1) uninterrupted hour of paid relief, seventy-five (75) minutes relief when working an eleven (11) hour shift or ninety (90) minutes relief when working a twelve (12) hour shift. If the requirements of service do not permit relief, the members shall receive twenty dollars (\$20) in lieu of the missed relief, regardless of the length of shift. (This allowance will not apply to a member who requests the last hour of the member's scheduled tour of duty for relief, such request is granted, and subsequently the member is not allowed an hour due to the requirements of service.)

Surplus hours of relief time earned by members working a compressed work -week schedule are programmed in to the schedule on an annual basis. Relief times shall be scheduled by the Service. In computing hours of work on a daily, weekly or biweekly basis, any relief period shall be considered to have been time worked.

8.04 Subject to the requirements of service, days off assigned to all other members for each week will be consecutive and such days off shall rotate so that, as far as possible, each member received equally the same number of weekends during the calendar year and, that in no event, subject to the requirements of service, shall a member be required to work more than ten (10) days in any one fourteen (14) day period.

Members, other than those assigned to the Patrol Force, shall receive a minimum of sixteen (16) weekends per year. (Weekends defined as a Saturday and a Sunday). It is understood that each full week of accumulated statutory or annual leave shall include one weekend.

8.05 Subject to the terms of this Agreement the Administration may transfer a member to and from different units or sections within the service on a permanent or temporary basis, including for training purposes. Such transfers shall occur in such a manner that the member is not required to work in excess, or less than, the hours the member was originally scheduled to work in the week the transfer begins and the week in which the transfer ends.

It is understood that this provision applies where the member is not transferred but has their schedule changed to facilitate training or a course.

8.06 The provisions of Items 8.01 shall not apply to members of the Patrol Force temporarily transferred to other duties within the Service.

- 8.07
- (a) No member shall change a scheduled shift or day off with another member unless prior written approval has been received from a supervisor. If such approval has been received, duty schedules shall be amended to show such change. The members will now be responsible to report for duty as agreed and approved.
  - (b) Where a scheduled shift or day off has been changed and in the event a member is not able to report in accordance with the amended schedule, accumulated overtime or court time will be deducted from such member according to the hours the member was scheduled to work. The deduction of hours shall not apply to a member granted bereavement leave or to a member who has been approved leave by the Workplace Safety and Insurance Board.
  - (c) Where a member requests a change in a scheduled shift or day off and attempts made to change have been unsuccessful, the member may elect to transfer hours paid for the shift to another member qualified to perform the duties, such transfer to be calculated at the rate of the member working the shift. Such changes require approval from each of the respective supervisors.
  - (d) Notwithstanding the above, where a member changes a starting time within the same shift (within a day shift, within an afternoon shift, within a night shift) with another member and either member is not able to report in accordance with the amended schedule as a result of illness or injury, sick time shall be deducted.

8.08 **(suspended during patrol schedule D trial period)** According to the current Beat Patrol Plan, there should be no more than three (3) driving beats vacant during the deployment of a shift. When, during the course of scheduling deployment of officers, a supervisor recognizes that there will be more than three driving beats vacant, the supervisor shall make reasonable attempts to fill the vacancies through hiring on officers. Although it is recognized that there may be last minute occurrences which cause a shift to run with more than three (3) vacant beats (sickness, operational emergency etc.), the supervisor shall make reasonable efforts to comply. The hiring for vacant driving beats will be for afternoon shift, night shift, and Saturday and Sunday day shifts.

During the months of June, July, August and September there should be no more than four (4) driving beats vacant during the deployment of a shift.

8.09 Members of the Emergency Response Section are subject under exigent circumstances, to change days off to provide assistance during extraordinary operational circumstances. Members will be notified of the change of days as soon as is practicable.

Where the members of the Emergency Response Section are called back to duty, they will be afforded the compensation as set out in Article 10 (overtime).

- 8.10 Members of the Public Order Unit are subject under exigent circumstances, to change days off to provide assistance during extraordinary operational circumstances. Members will be notified of the change of days as soon as is practicable.

Where the members of the Public Order Unit are called back to duty, they will be afforded the compensation as set out in Article 10 (overtime).

Members of the Public Order Unit are subject to change days off to facilitate team training or for operational requirements. In each of the foregoing circumstances members will be provided with at least fifteen (15) days prior notice for the change of days off.

- 8.11 The Sergeants assigned to work in the Headquarters Detention Unit and the Communications Section shall work a compressed work week as outlined in Schedule E.
- 8.12 Officers assigned to work in the General Investigation Section of the Criminal Investigation Division, with the exception of the Fraud Unit, shall work the compressed work week outlined in Schedule F.
- 8.13 Constables assigned to the Canine Unit shall work the compressed work week outlined in Schedule G
- 8.14 Officers assigned to the Forensic Identification Section of the Criminal Investigation Division shall work the compressed work week outlined in Schedule I.
- 8.15 Patrol Staff Sergeants shall work the compressed work week outlined in Schedule J.
- 8.16 Police Cadets shall work the compressed work week as outlined in Schedule K.
- 8.17 Officers assigned to Fraud Unit of the General Investigation Section of the Criminal Investigation Division shall work the compressed work week outlined in Schedule L.
- 8.18 Officers assigned to the Community Oriented Response Unit shall work the compressed work week outlined in Schedule M.
- 8.19 Officers assigned to Traffic Management Unit shall work the compressed work week outlined in Schedule N.
- 8.20 Officers assigned to the Guns and Drugs Section of the Criminal Investigation Division shall work the compressed work week outlined in Schedule O.
- 8.21 Officers assigned to the Emergency Response Unit shall work the compressed work week outlined in Schedule P.

- 8.22 Officers assigned to the Headquarters Reception Unit shall work the compressed work week outlined in Schedule Q.
- 8.23 Officers assigned to the Major Crime Section shall work the compressed work week outlined in Schedule S.
- 8.24 Officers assigned to the Sexual Assault and Child Abuse Section shall work the compressed work week outlined in Schedule T.
- 8.25 Officers assigned to the Community Foot Patrol Unit shall work the compressed work week outlined in Schedule U.
- 8.26 Officers assigned to the Robbery Unit shall work the compressed work week outlined in Schedule V.
- 8.27 Officers assigned to Bail Safety shall work the compressed work week outlined in Schedule W.

#### **ARTICLE 9 - TRAVEL AND LIVING EXPENSES**

- 9.01 (a) Proposed travel and living expenses must be pre-approved by the Division Commander prior to travel arrangements being finalized.
- (b) Allowable travel expenses shall be supported by an original receipt and may include:
- Reasonable hotel accommodation;
  - Commercial Aircraft (economy rate);
  - Rail (economy rate);
  - Fuel (when an LPS vehicle is utilized);
  - Taxi;
  - Parking;
  - Telephone Calls (business);
  - Registration Fees (conferences, conventions)
- (c) A member who travels to a location by utilizing the member's private motor vehicle shall receive reimbursement at the rate of forty cents (.40) per kilometre. The kilometres allowed shall be in conformity with the Official Road Map of Ontario published by the Ministry of Transportation and Communication or Mapquest.
- (d) Travel reimbursements are based on distance travelling to and from 601 Dundas Street.

- (e) Travel and living expense allowances do not apply for members below the rank of Fourth Class Constable required by the Board to attend the Ontario Police College or Canadian Police College.
- (f) For the purposes of WSIB any time a member is travelling to or from a location other than their usual place of employment at the request of the Service, the member shall be considered on-duty. Specific compensation for the time spent travelling is outlined elsewhere.
- (g) All travel reimbursements for US destinations will be paid in US currency or equivalent.
- (h) Members may request an advance for all reasonable travel related expenses.
- (i) A member above the rank of Fourth Class Constable required by the Board to attend the Ontario Police College or any other course of instruction shall receive an allowance of fifteen (\$15) dollars per day for weekdays. This allowance does not apply to courses held on site.

When a member is required to attend a course of instruction outside the City of London and outside of a fifty (50) kilometre radius (with exception of OPC) the member shall receive an allowance of twenty-five (\$25) dollars per day for Saturdays and Sundays. These allowances include the cost of personal phone calls.

- (j) Members required by the Chief of Police to attend a course of instruction outside the City of London for a period exceeding three (3) weeks shall be compensated for a return trip by transportation approved by the Chief of Police, from the course location to London Police Headquarters.

## 9.02 Meal Allowance

- (a) When, by virtue of the member's duties (which include attendance at seminars, courses and conferences) a member is required to travel to another municipality, such member shall be allowed reasonable meal expenses as follows:
  - \$15.00 for breakfast when a regularly scheduled shift commences in another municipality;
  - \$15.00 for lunch when away from the City of London from 1200 to 1300;
  - \$25.00 for dinner when returning to the City of London after 1800.
- (b) Members are not entitled to meal allowance when attending in-service training at locations within sixty (60) kilometres of the City of London provided advance notice of the training has been given.
- (c) When a member is travelling by public transit and the meal is included in the fare, a member shall not be entitled to a meal allowance while in transit.



- (d) A meal allowance will not be provided if covered by the cost of registration at a course, seminar, conference or other event or if otherwise provided for.

**9.03 Travel Time**

- (a) A member directed to travel in relation to LPS business on the member's off duty time shall receive pay at straight time rates equal to actual travel time. This includes courses, conferences and any other travel related to a member's duties for travel outside of the City of London.
- (b) Where a member is scheduled to work on the date of travel in relation to LPS business, every effort will be made to allow the member time to travel to the course location in which case the provisions of 9.03(a) shall not apply. Members may receive a combination of time off or time at straight time rates for travel.
- (c) When travel time and relief period do not total the member's scheduled shift, the member may be required to perform the member's duties for the balance of the member's scheduled shift, but under no circumstances shall a member receive less than the member's daily rate of pay.

**ARTICLE 10 - OVERTIME**

All benefit provisions contained within this article must be applied for within sixty (60) days of the date to which the benefit applies.

- 10.01 Overtime shall be deemed to be any time worked outside of a member's regular scheduled shift.
- 10.02 All overtime must receive prior approval from the member's supervisor.
- 10.03 When a member is required to be on duty for any period in excess of fifteen (15) minutes after the member's normal tour of duty, such time shall accumulate and be credited to the member as overtime. When the period of such time is fifteen (15) minutes or less, it shall NOT be considered time worked to be compensated through salary nor to be accumulated and credited to the member as overtime.
- 10.04 Overtime shall be paid at one and one half (1.5) times the member's regular rate of pay. Such overtime credits shall be payable to the member with sixty (60) days from the time such credit was earned at the rate of pay in effect at the commencement of the shift on the date the time was earned.
- 10.05 Overtime earned on a Statutory Holiday shift shall be computed and credited to a member at two (2) times a member's regular rate of pay and shall be payable to the member within sixty (60) days.

- 10.06 Where a member's off-duty hours between shifts are less than ten (10) hours, members shall receive three (3) hours at straight time rates, exclusive of court attendance.
- 10.07 (a) If a member's shift start time is changed by more than two (2) hours with less than seventy-two (72) hours' notice, the member shall be compensated three (3) hours at straight time rates.

If a member is called back to duty from the member's off duty hours, the member shall be compensated with three (3) hours at straight time. All hours worked shall be at time and one half (1.5) the member's current rate of pay up until the start time of the regularly scheduled shift. The member's overtime benefits commence upon notification of a requirement to return to duty.

- (b) If a member does not have to attend a workplace but is instead contacted on consultation during off duty hours, the member shall be compensated one (1) hour at straight time rates.
- (c) When a member is called back to duty on a Statutory Holiday or Leave, the member shall be compensated three (3) hours at straight time and double time (2x) rates for all hours worked and an additional day off in lieu of leave lost. This provision applies for each additional day(s) of Leave worked. The member's overtime benefits commence upon notification of a requirement to return to duty.

- 10.08 Members assigned to stand-by duty between consecutive working days shall remain available for immediate communication and/or return to duty.

For each period of stand-by duty, the member shall receive three (3) hours pay at straight time rates.

If a member on stand-by duty is called back to active duty, the provisions of 10.08 shall take effect in addition to the stand-by.

- 10.09 A member may elect to accumulate overtime to be taken as time off at a time mutually agreeable to the member and the member's supervisor provided that their accumulated overtime balance contains sufficient hours to accommodate the number of hours requested off. Such election to accumulate overtime must be made at the time overtime is earned, and such election is not reversible except on resignation or retirement from the Service.

The maximum number of hours a member can accumulate is eighty (80) hours, after which the member will be paid at the appropriate overtime rate.

On or about May 15 of each year a member may elect to be paid out accumulated overtime to a maximum of forty (40) hours. The amounts shall be paid prior to June 30<sup>th</sup>.

Notwithstanding the above, for members with a balance greater than 80 hours as of January 1, 2003 all subsequent overtime earned shall be paid until such time as the balance is less than eighty (80) hours. All overtime accumulated in excess of eighty (80) hours is not subject to annual pay-downs or a payout upon resignation or retirement.

- 10.10 (a) All voluntary hire-ons shall be credited at the rate of time and one half the member's normal rate of pay. A voluntary hire-on may be less than a full shift, but in no circumstance will the member be paid for less than three (3) hours at time and one half.
- (b) All voluntary hire-ons on a Statutory/Paid holiday shall be credited at the rate of two (2) times the member's normal rate of pay.
- (c) All overtime beyond the normal scheduled shift hours worked on a statutory holiday, however, will be paid at two (2) times a member's regular rate of pay and shall be payable to the member within sixty (60) days.
- 10.11 Recording of NAN (no accounting necessary) time is prohibited.
- 10.12 Overtime will not be paid out under any circumstances where the balance credited to a member is less than zero (0) hours.
- 10.13 In all instances where the services of the LPS are contracted by third parties (eg. Olympics, public order unit deployments), members will be paid for all eligible overtime and call back benefits. Members will not have the option to accumulate any of this time.

#### **ARTICLE 11 - SENIOR OFFICER LEAVE**

- 11.01 In lieu of benefits outlined in 10.01 through 10.11, Senior Officers, as defined in Part 8 of the Police Services Act shall be entitled to 120 hours of Senior Officer's Leave per calendar year, subject to the following:
- Such time to be taken in the calendar year in which it is earned;
  - No time can be carried over to a subsequent calendar year;
  - This time will not be paid out in cash under any circumstances; and
  - Such time to be taken as time off at a time mutually agreeable between the member and the member's supervisor. No reasonable request for time off shall be refused except as a result of operational necessities.
  - This time will be pro-rated based on a member's termination/retirement date.

Notwithstanding the above, in the event that a Duty Officer is called back to duty, they will be entitled to call back as follows: If a Duty Officer is called back to duty from their off-duty hours and has to attend the scene of an investigation, police headquarters, or other police facility, the member will receive a call back allowance of three (3) hours at straight time. In addition, the member will be paid at the appropriate overtime rate for all time worked.

- 11.02 Notwithstanding the above, in the event that a Senior Officer is required to work overtime where the services of the LPS are contracted by third parties (eg. Olympics), with the approval of the Chief, all overtime provisions shall apply. In this instance, members will be paid for all eligible overtime and call back benefits and will not have the option to accumulate any of this time.

## **ARTICLE 12 - COURT TIME**

It is understood that upon approval of a supervisor, any request for a member to attend a meeting with any counsel or the Crown related to police duties shall be considered as a court attendance for the purposes of this article.

All benefit provisions contained within this article must be applied for within sixty (60) days of the date to which the benefit applies.

### **12.01 Definitions**

The **forenoon** session of court shall mean the time before noon (1200) from the scheduled start of court until the lunch recess. If court has not recessed for lunch by 1400, any hours of court after 1400 shall be deemed to be the afternoon session.

The **afternoon** session of court shall mean the time scheduled from the start of lunch recess, deemed to be 1400 if not started at 1400, until the evening recess. If court has not recessed for evening by 1800, any hours of court after 1800 shall be deemed to be the evening session.

The **evening** session of court shall mean any hours of court after 1800

In this Article, **Court** or **Courts** shall mean all Courts of Law and shall include a Coroner's Inquest, a Police Services Act hearing and other Tribunals related to a member's duty as a police officer and/or employee of the Board.

**Court time** in this Article shall mean entitlements earned under this provision by a member as a witness or defendant in a Court as herein defined. Court time shall not be included in the calculation of overtime and shall be paid at straight time rates. This benefit shall not apply to a defendant in a Police Services Act disciplinary hearing. It is understood that for a member to qualify for Court time as a defendant

they must be a defendant in an action as a result of their employment with the Board.

It is understood that **required to attend court** shall apply to the date(s) that any member or retired member is under subpoena, electronic or hardcopy, or verbally notified by a Crown/Prosecutor that they are required to attend court.

- 12.02 When a member is required to attend Court during a scheduled shift and the member is prevented from going off duty at the end of the member's scheduled shift by reason of such attendance at Court, overtime provisions as outlined in Article 10 shall apply.
- 12.03 When a member is required to attend Court in the member's off-duty hours or on a paid or unpaid leave of absence, which includes parental and maternity leave, the member shall receive in compensation therefore, an allowance of five (5) hours Court time for attendance at each of the forenoon, afternoon, and evening sessions of a Court. The provisions of this section do not apply if a member has requested and received approval for a change to day shift.
- 12.04 When a member is required to attend Court on a scheduled day off, the member shall receive in compensation therefore eight (8) hours Court time for the first attendance at a session of Court. For any subsequent attendance at a session of Court on the same day, the provisions of Item 12.03 shall apply.
- 12.05 When a member whose previous shift was scheduled to end after midnight is required to attend Court, the member shall receive in compensation therefore six (6) hours of Court time for the first attendance at a session of Court. For any subsequent attendance at a session of Court on the same day, the provisions of item 12.03 shall apply.
- 12.06 Where a member is required to attend Court during off-duty hours, scheduled day off or on a paid or unpaid leave of absence, including parental and maternity leave, and where such notification is not cancelled prior to 1800 the day preceding the scheduled Court appearance, the member shall receive in compensation therefore, eight (8) hours of Court Time.
- 12.07 In addition to any other provision of this article, when a member has the charge of dependent children under twelve (12) years of age and is required to attend Court during off-duty hours, scheduled day off or on a paid or unpaid leave of absence, including parental and maternity leave, and is subsequently cancelled after 1800 the day preceding the scheduled Court appearance, the member shall be reimbursed for all reasonable child care expenses that were actually incurred. Receipts shall be required upon demand.
- 12.08 Support Services shall make every reasonable effort to defer a member's attendance at Court while such member is on Leave or a Statutory Holiday.

- (a) When a member is required to attend Court on any occasion during the member's Leave or on a Statutory Holiday, the member shall receive in compensation therefore, sixteen (16) hours Court time for each day or portion thereof spent in Court and another day off in lieu of the leave lost for each day spent in court.
- (b) A member required to attend Court during Leave or on a Statutory Holiday and is subsequently cancelled for court prior to the actual appearance shall be compensated sixteen (16) hours Court time. It is understood that this provision does not apply where the cancellation takes place prior to the commencement of the Leave or Statutory Holiday.

12.09 When a member attends a morning session of the Court and is required in attendance until 1400 hours or later and is scheduled to start a shift on the day of the attendance ending at 0300 hours or later, the member shall be entitled to Court time credits or, at the discretion of the member, the time spent in Court shall be considered as time worked for that day in lieu of Court time credits.

12.10 A member who has retired on pension and is required to attend Court shall be compensated four (4) hours pay for attending each session of Court as a crown/prosecution witness at straight time rates at the rate when the member retired, less the prevailing witness fee payable under the provisions of the Administration of Justice Act Regulations.

12.11 When a member, by virtue of the member's duties or in response to a subpoena, is required to attend court and required to travel to another municipality, the member shall forthwith notify the Division Commander of the date, time, and place the member's attendance is required.

Such member shall be on duty for the purposes of WSIB for all date(s) required for court and travel.

The member shall collect from the Court all fees and expenses payable pursuant to the regulations passed under The Administration of Justice Act. Where the Service has advanced funds in the form of cash or travel allowance, the member shall provide an accounting of expenditures and reimburse the Service for any surplus funds.

- (a) Where a member is required to attend Court in another municipality, which is less than one hundred and fifty (150) kilometres from London, the requirement for court shall deem to apply (1) one hour prior to start time of the subpoena and end one (1) after court ends. All other provisions of this Agreement apply.

(b) The following provisions apply for members required to attend court where court is in another municipality, which is one hundred and fifty (150) kilometres or more from London:

Upon approval by a supervisor the member may travel to the municipality on the date immediately prior to the court date(s).

Where court continues into an afternoon session or later, the member may, upon approval of a supervisor, remain outside of London and return on the date immediately after the court date(s). Where court ends prior to the afternoon session, the member shall return to London on the same date as the appearance when practical.

Where a member travels from and/or returns to London on the date required for court, the member shall be compensated under this article (Court Time) or Article 9 (Travel Time) at their discretion but not both for the date(s) of travel. Notwithstanding the member shall not pay for travel costs to and from court. Compensation shall start when the member leaves London and end when the member returns to London.

Where the member travels on a date(s) other than the court date(s) Article 8.05 shall apply to the travel date(s).

All provisions of this article shall apply to the date(s) of court where the member does not travel on the date(s) of court.

The member shall be compensated for applicable costs for all travel, accommodations and allowances according to this Agreement for the dates spent outside of London where not paid for by the Board.

**12.12** Members will have the option of accumulating court time hours. Such election to accumulate court time must be made at the time the court time is earned, and such election is not reversible except on resignation or retirement or through the annual election.

Court time payments shall be paid to the member within sixty (60) days from the time such credit was earned at the rate of pay in effect on the date the court time is earned.

On or about November 1st of each year, a notice shall be circulated advising members of their election to be paid out for accumulated time, down to a minimum accumulation of twenty (20) hours. All accumulated time in excess of eighty (80) hours must be taken as time off and will not be subject to any annual pay downs or any pay out upon retirement but shall be subject to pay out upon resignation, subject to the following: any member that resigns after the December 1st pay down

election date, may elect to have up to sixty (60) hours paid. Any remaining Court Time hours must be taken as time off.

Any such election to be paid shall be made before December 1st of the same year. Such payment shall then be paid by the Board before January 30th of the following year at the salary being paid at the time of the pay-out.

- 12.13 A member, who is a defendant in a Police Act Hearing and required to attend the hearing, shall be scheduled for dayshift commencing at 07:00 for each date(s) of the hearing. Article 8.05 shall apply.

### **ARTICLE 13 - SALARIES – EXPERIENTIAL PAY**

- 13.01 The annual salary of all members covered by this Agreement shall be as set out in Schedule A annexed hereto.

(a) For members hired after October 1, 2015 the following incremental salary increases shall apply relative to reclassifications from 4th Class A, Constable to 1st Class Constable:

- From Date of Appointment as Constable to less than nine (9) months service will receive 4th Class A salary according to salary grid Schedule A.
- From nine (9) months service to less than seventeen (17) months service will receive 4th Class B salary according to salary grid Schedule A.
- From seventeen (17) months service to less than thirty-one (31) months service will receive 3rd Class salary according to salary grid Schedule A.
- From thirty-one (31) months service to less than forty-four (44) months service will receive 2nd class salary according to salary grid Schedule A.
- After forty-four (44) months will receive 1st Class Constable salary according to salary grid Schedule A and progress according to Schedule A thereafter.

- 13.02 The pay of members shall be deposited every other week directly to a financial institution of the member's choice.

- 13.03 In the matter of the rank of Sergeant, a member holding such rank may, on recommendation from supervisors after one year, be approved for second year rate and, after one year in the second year rate, be approved for third year rate. A deferment in one rate may be a matter for grievance.

In the matter of the ranks of Staff Sergeant, Inspector and Superintendent, members holding such ranks may, on recommendation from supervisors after one year, be



approved for the second year rate. A deferment in one rate may be a matter for grievance.

- 13.04 Constables, Sergeants, Staff Sergeants shall receive an additional:  
Three percent (3%) upon completion of 8 years experience;  
Six percent (6%) upon completion of 17 years experience;  
Nine percent (9%) upon completion of 23 years.

Sergeants' top rate is one hundred and thirteen point five percent (113.5%) of a first class Constable (less than 8 years), Staff Sergeants' top rate is one hundred and twenty five point nine four percent (125.94%) of a first class Constable with less than eight years.

Service, for the purposes of experiential pay only, will be calculated as follows:

- (a) Based on the Anniversary date a member was sworn in as a Constable with London Police Service; or
- (b) For sworn officers hired directly from another police service within the Dominion of Canada before July, 2004, service will be comprised of both continuous service with the London Police Service and such other police service provided there is no broken service for a period longer than 30 days; or
- (c) For sworn officers hired directly from another service on or after July 1, 2004, service will be comprised of continuous service as a sworn officer with the London Police Service only; or
- (d) For members hired as Cadets before July 1, 2004, service will be comprised of continuous service with the London Police Service and 'experiential pay' will be based on the hire date as Cadet. Members hired as Cadet Recruits are excluded from this provision.
- (e) Experiential pay shall be part of base salary in calculating overtime, vacation, statutory holiday pay, pension contributions, maternity/parental leave, and sick leave pay.

#### **ARTICLE 14 - SHIFT ALLOWANCE**

- 14.01 (a) Members regularly scheduled to work rotating shifts for a period in excess of 30 consecutive calendar days shall be entitled to the following allowance:
- (i) Three hundred dollars (\$300) where members regularly work two shifts (days and afternoons), or
  - (ii) Seven hundred and fifty dollars (\$750) where members regularly work shifts providing twenty-four (24) hour coverage (days, afternoons, nights)

- (b) Shift allowance amounts shall be pro-rated for each month or part month that a member works regularly scheduled rotating shifts.
- (c) In the event that a member is absent for any period exceeding thirty (30) consecutive calendar days, such shift allowance shall be pro-rated. This does not include absences for vacation, statutory holidays, accumulated overtime or accumulated court time.
- (d) Members entitled to shift allowance shall receive such pay in one (1) instalment in December of the year of entitlement.
- (e) A member may elect to receive time off in lieu of their shift allowance. Such election will be made annually by December 1 for the following calendar year. Time off will be granted by mutual agreement between the member and the member's supervisor.
- (f) The election to bank shift allowance is subject to the exigencies of service as determined by the Chief of Police.

#### **ARTICLE 15 - PAID DUTIES**

15.01 **Paid Duty** is defined as occurring when the services of a police officer are contracted by an organization or individual other than the London Police Services Board.

All sworn members above the rank of 4th Class B Constable are eligible to perform a paid duty and shall have equal opportunity to register for a paid duty on the date the list of paid duty work is made available to members.

All paid duty work will be paid at one and one half (1.5) times the rate of pay per hour of a First Class Constable (8-17 years of service).

When the organization or individual requests specifically that a Sergeant performs the paid duty, or the LPS requires that a Sergeant performs a paid duty, then the rate of pay for that member shall be one and one half times (1.5) the 2nd year rate of a Sergeant's hourly rate (17-22 years).

All paid duty work shall be a minimum of three (3) hours for each paid duty.

Members who are placed on administrative duties may perform paid duties provided they have full use of force capabilities while performing administrative duties and in accordance with LPS Procedure.

- 15.02 All paid duty work performed on a Statutory Holiday as defined in Article 29 shall be paid at two (2) times the rate of pay per hour of a First Class Constable (8-16 years of service).
- 15.03 All paid duty work shall be paid to the member within forty (40) days of the time worked
- 15.04 In the event a member engaged in an off-duty assignment becomes involved in matters that require their attendance beyond the contracted time, such member will be entitled to overtime as outlined in Article 10. Overtime shall be approved by the Duty Staff Sergeant.
- 15.05 It is understood that all paid duty hours worked are considered to be hours worked as on-duty and as such are covered by the provisions of the Workplace Safety and Insurance Act.

#### **ARTICLE 16 - CLOTHING AND CLEANING REIMBURSEMENT**

- 16.01 A clothing reimbursement in the sum of one thousand dollars (\$1,000.00) annually shall be paid to all members working in plainclothes capacity for not less than twenty (20) working days in a calendar year, prorated for the time served while acting in such capacity.

A clothing reimbursement in the amount of one thousand, one hundred dollars (\$1,100) annually shall be paid out to all members working in business attire (Major Crime, Sexual Assault, Domestic Abuse, Fraud) for not less than twenty (20) working days in a calendar year, prorated for the time served while acting in such capacity.

Clothing reimbursement will be prorated where a member has been off of active duty for more than six (6) months. The member will receive full entitlement of clothing reimbursement for the first six (6) months and the prorating will occur in relation to the remaining period a member works during that particular calendar year.

- 16.02 Senior Officer members shall receive a clothing reimbursement in the amount of one thousand one hundred dollars (\$1100.00) annually, prorated if the member does not qualify for a full year's reimbursement.

Clothing reimbursement will be prorated where a member has been off of active duty for more than six (6) months. The member will receive full entitlement of clothing reimbursement for the first six (6) months and the prorating will occur in relation to the remaining period a member works during that particular calendar year.

- 16.03 The Board will reimburse all members two hundred dollars (\$200.00) per annum, for cleaning and pressing of clothing used in the performance of duty. Cleaning reimbursement shall be prorated for time worked where a member is off sick or on Workplace Safety Insurance Board benefits for a period in excess of one (1) consecutive month.
- 16.04 Each member, when required, shall produce evidence that the expenses were so incurred.
- 16.05 The Board and the Association agree that all clothing and equipment issued to members will be approved by the Equipment Committee prior to issue wherever practicable. The Equipment Committee shall have equal Association and Management representation. The Committee will be tasked to research and recommend to the Chief clothing and equipment suitable for use by the members, taking into consideration appropriate health and safety legislation, Adequacy Standards, and other legislation applicable to policing. The Committee shall meet as required and any recommendations made to the Chief will also be posted in a conspicuous manner for the members. The Chief shall have final decision on recommendations made by the committee.
- 16.06 Upon the termination of a member's service, the Board is authorized to withhold pay from the last pay period until such member has returned clothing and equipment issued to the member by the Board.

#### **ARTICLE 17 - MEAL ALLOWANCE**

All benefit provisions contained within this article must be applied for within sixty (60) days of the date for which the benefit applies.

- 17.01 Where a member covered by this Agreement is required to be on duty three (3) or more consecutive hours in addition to the normal scheduled shift, the member shall be entitled to a meal allowance of seven dollars and fifty cents (\$7.50). This allowance does not apply where a member is reimbursed for travel and living expenses as itemized in Article 9 or when meals are otherwise provided for.

#### **ARTICLE 18 - CANINE SECTION ALLOWANCE**

- 18.01 Each member of the Service who is a member of Canine Unit shall receive the sum of one hundred and twenty five dollars (\$125.00) per month for care, maintenance and housing of the animal in such member's care in accordance with the requirements of the Board.

## **ARTICLE 19 - ACTING RANKS**

- 19.01 For the sole purpose of filling a temporary vacancy and only so long as such vacancy lasts, the Chief or the Chief's designate may assign a member to perform the duties of any rank above First Class Constable. The Board agrees to pay the salary of the rank in which the member is performing, commencing at the lowest rate in the salary range for all time spent in an acting capacity. Such temporary vacancy shall be filled by members from the same Division who have qualified under the Promotional Process of the Service. If no such qualified members exist from the same Division, selection of members to fill such vacancies shall be at the sole discretion of the Chief of Police. Permanent vacancies shall be filled forthwith pursuant to the Promotional Process of the Service, and no assignment to acting duty shall circumvent that process.
- 19.02 Where a member is designated to an acting position and is confirmed within a one (1) year period, and the period acting is not consecutive to that confirmed in the higher rank, then all time served in the acting position, within the one (1) year period shall qualify the member for advancement to the next higher salary rate.

## **ARTICLE 20 - PLAINCLOTHES, CONSTABLE SPECIALISTS AND FIELD TRAINING OFFICERS**

- 20.01 It is agreed that a Constable may be assigned to plainclothes duty in CID for a maximum period of eight (8) years.
- It is finally agreed that Constables assigned as Detective Constables in CID that do not complete the maximum eight (8) years on their first assignment may be reassigned as a Detective Constable in CID at a later date, provided their total service does not exceed a total of eight (8) years lifetime.
- 20.02 Uniform members assigned to the Mobile Surveillance Unit will work in plainclothes within the Criminal Investigation Division, without being designated as Detective Constables, for a maximum of five (5) years. Appointments will be made following a posting and an appropriate selection process. Members in this unit will receive those benefits outlined in Article 16.01 of this Agreement.
- 20.03 A Constable qualified as an Identification Officer by having successfully completed the Ministry approved training and having served a minimum of one hundred and twenty (120) working days in the Identification Section, shall be designated a Specialist and receive the rate of pay of a Sergeant, including advancements in that salary classification. At the end of the assignment the designation shall cease and the member shall receive the appropriate rate of pay of a Constable.
- 20.04 A Constable performing the duties of the Technical Intelligence Officer assigned to the Criminal Intelligence Section shall be designated a Specialist and receive the rates of pay of a Sergeant, including advancement in that salary classification. At the

end of the assignment the designation shall cease and the member shall receive the appropriate rate of pay of a Constable.

- 20.05 A Constable performing the duties of Polygraph Examiner shall be designated a Specialist and receive the rate of pay of a Sergeant, including advancement in that salary classification. At the end of the assignment the designation shall cease and the member shall receive the appropriate rate of pay of a Constable.
- 20.06 When a Constable is assigned to field training of a probationary member or experienced officers new to the London Police Service, the Constable shall receive fifteen dollars (\$15.00) for each day the member is engaged in such duties.
- 20.07 When a cadet is assigned to train a cadet member, the cadet shall receive ten dollars (\$10.00) for each day the member is engaged in such duties.

#### **ARTICLE 21 - GROUP BENEFITS**

- 21.01 The Board understands that some members of the London Police Service are not members of the London Police Association but do obtain benefits from the group policies as issued by carriers agreed upon.
- 21.02 Adult dependent children and dependents who are full-time students will be covered by the medical and dental plan until age twenty-five (25) years, with the exception of orthodontic care, which is covered until age twenty-one (21) years.

#### **ARTICLE 22 - GROUP LIFE INSURANCE**

- 22.01 The Board will contribute one hundred percent (100%) of the cost of the premium for life insurance and accidental death and dismemberment benefit to a schedule of two and one-half times (2.5) a member's salary, to a maximum of two hundred and fifty thousand dollars (\$250,000).
- (a) Eligibility for life insurance and accidental death and dismemberment benefit ceases upon the member reaching age sixty-five (65) or upon termination or resignation; if earlier
- (b) The Board will provide the opportunity for members to purchase additional life insurance coverage at the member's cost up to a maximum of \$100,000.00.
- 22.02 The Board shall make available at the members cost, dependant life insurance to a maximum of \$15,000 per dependant.

- 22.03 (a) The Board shall contribute one hundred percent (100%) of the cost of the premium for Critical Illness Insurance for each member up to ten thousand dollars (\$10,000).
- (b) The Board shall make available the opportunity for each member the option to purchase an additional amount of Critical Illness Insurance for a minimum coverage of ten thousand dollars (\$10,000)

#### **ARTICLE 23 - MEDICAL AND DENTAL**

23.01 The Board will contribute one hundred percent (100%) of the premiums for major medical coverage which includes the following:

(a) Semi-private hospital accommodation;

(b) Vision Care

- (i) Four hundred dollars (\$400) every twenty four (24) months plus a twelve (12) month prescription rider; or, coverage for laser eye surgery based on four hundred dollars (\$400) every twenty four (24) months. **Effective January 1, 2017** these amounts shall increase to four hundred and fifty dollars (\$450).
- (ii) Eye examinations will be covered to a maximum of eighty dollars (\$80) once every twenty four (24) months.
- (iii) The 5/12ths employee portion of the employment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.

(c) Prescription Drugs

- (i) A generic drug card prescription plan
- (ii) An eight dollar (\$8) dispensing fee cap.

(d) Extended Health Benefits

It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits.

- (i) Hearing Aids, three hundred dollars (\$300) every twenty four (24) months.
- (ii) Private duty home nursing, ten thousand dollars (\$10,000) per disability.

- (iii) Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand (\$50,000) for elective care benefits, with no daily limit. In addition the plan will provide for the coordination of payments for out of province claims and other major medical benefits as agreed upon and defined in the master policy.

Specialist fee coverage for osteopath, naturopath, physiotherapist, psychologist, speech therapist, chiropractor and massage therapy shall be covered to a combined total maximum amount allowed of one thousand five hundred dollars (\$1,500) per calendar year per participant.

In addition to the coverage referenced above, members only shall be provided an amount of one thousand dollars (\$1,000) in addition to the limit noted above towards fees paid to a psychologist or a registered mental health professional provided that such treatment is prescribed and a referral is made by a medical doctor.

- (iv) Effective August 31, 2015, for members, specialist fee coverage for osteopath, naturopath, physiotherapist, speech therapist, chiropractor, and massage therapy shall be covered to a combined total maximum amount allowed of one thousand five hundred dollars (\$1,500.00) per calendar year per participant.

Effective August 31, 2015, In addition to the coverage referenced above, members only shall be provided an amount of two thousand five hundred dollars (\$2,500), per calendar year, in addition to the limit noted above towards fees paid to a psychologist or registered mental health professional.

For eligible dependents, specialist fee coverage for osteopath, naturopath, physiotherapist, psychologist, speech therapist, chiropractor, and massage therapy shall be covered to a combined total maximum amount allowed of one thousand five hundred dollars (\$1,500.00) per calendar year per participant.

- (v) Effective August 31, 2015, Where a member is approved for any of the Extended Health Benefits provided for in Article 23.01 (d)(iv) by WSIB, the member shall be reimbursed by the Board for any difference between the amounts covered by WSIB and the expenditure by the member on the benefit, to a maximum of one thousand five hundred dollars (\$1,500) per calendar year.
- (vi) Coverage for custom orthotics shall be a maximum of five hundred dollars (\$500) based upon a twenty five percent (25%) employee co-



payment, three hundred and seventy five dollars (\$375) maximum payable by the carrier, once each twenty four (24) months.

- (vii) Effective August 31, 2015, coverage for compression stockings, limited to one (1) pair every three (3) months with 20% co-pay and a maximum payable by the carrier of one hundred and sixty dollars (\$160). Eligible claims must be prescribed by a qualified physician.

**23.02 Dental**

The Board shall contribute one hundred percent (100%) of the cost of premiums of dental coverage which includes the following, reimbursed in accordance with the current ODA fee guide for general practitioners:

(a) Orthodontic

A lifetime maximum of five thousand dollars (\$5,000) based upon a 50/50 Co-payment of two thousand five hundred dollars (\$2,500) payable by the carrier.

(b) Major Restorative

Notwithstanding orthodontic maximums, eligible participants shall be entitled to a maximum of two thousand five hundred dollars (\$2,500) reimbursement per calendar year for eligible dental claims. This maximum includes major restorative (crowns, caps, bridges) based upon a 50/50 co-payment.

Effective August 31, 2015, the maximum two thousand, five hundred dollar (\$2,500) reimbursement per calendar year shall include dental implants based upon a 50:50 co-payment.

(c) Dental Examinations

Frequency of dental recall examinations will be once every nine (9) months.

(d) Sealants

The Board shall contribute one hundred percent (100%) of the cost of premiums toward pit and fissure sealants for children up to the age of twelve (12) years. One service per child is allowed every two (2) years if required.

**ARTICLE 24 - MEDICAL AND DENTAL (RETIRED MEMBERS)**

24.01 (a) Election must be made to continue benefits, where applicable, one (1) month prior to retirement, to take effect the first of the month following retirement.

(b) Benefits specified within this article cease upon the retired member attaining age sixty-five (65).

- (c) Notwithstanding provisions of the Health Care Spending Account, retired members who are in receipt of health care benefits through post retirement employment, are not eligible to receive the listed health care benefits contained within this article. Should the member cease post retirement employment prior to attaining age sixty five (65), the member shall remain eligible for the benefits contained within this Article until attaining age sixty five (65).
- (d) The benefits contained within this Article are available to the partner of the retired member if the retired member dies or reaches age sixty five (65) years and the benefits are not otherwise available to the retired member's partner. The benefit to the retired member's partner ceases upon the partner attaining age sixty five (65).
- (e) Effective June 1, 2008, a partner cohabitating with the member at the time of the member's retirement is eligible under this item. A partner that is not cohabitating with the member at the time of the member's retirement is not eligible for benefit coverage at any time.
- (f) All specified limits include claims as an active member.

24.02 A pre-authorized payment method to collect premiums for extended health, life and dental fees from participating retirees' or their partners, where all or part of the premium costs is the retiree's or partner's responsibility, shall come into effect. Costs supplied by the bank instituting and servicing the plan shall be shared equally by the Board and the Association. Payments shall be paid directly through the participating banking service to the Board.

24.03 Notwithstanding any of the provisions of Article 24 and 27, members who have a minimum of twenty five (25) years of service with the London Police Service and who elect to retire on a reduced pension will receive the same group insurance benefits as a member who retires on an unreduced pension.

24.04 **Health Premiums – Retirees**  
Where a member retires on an unreduced pension and takes up permanent residence in Canada outside of the Province of Ontario, the Board shall pay the retired member the equivalent of monthly provincial health premiums if a medical premium is payable by the retiree in that province or territory

24.05 **Medical and Hospitalization**  
A member retiring after January 1, 1986 on an unreduced OMERS pension shall have the option to continue participation in the retirees Medical and Hospitalization Plan until age sixty five (65) years. Where the member elects to continue participation, the Board shall contribute seventy five percent (75%) of the cost of the premium of such coverage. For members retiring on or after July 1, 1991, the Board shall contribute one hundred percent (100%) of the cost of the premiums for such coverage.

Coverage is as follows:

- (a) **Retirement Date prior to June 18, 1999**
- (i) Semi private hospital accommodation.
  - (ii) Vision Care
    - 1. A maximum of one hundred and fifty dollars (\$150) every thirty six (36) months plus a twelve (12) month prescription change rider.
    - 2. The 5/12ths employee portion of the employment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.
  - (iii) Prescription Drugs
    - 1. A generic drug card prescription plan.
    - 2. A one dollar and fifty cent (\$1.50) co-pay fee per prescription.
  - (iv) Extended Health Benefits
    - 1. It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.
    - 2. Hearing aids three hundred dollars (\$300) every twenty four (24) months.
    - 3. Private duty home nursing, ten thousand dollars (\$10,000) per disability.
    - 4. Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will provide for the coordination of payments for out of province claims and other major medical benefits as agreed upon and defined in the master policy.
    - 5. Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.
    - 6. Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist or speech therapist shall be twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.

7. Coverage for custom orthotics shall be a twelve (12) month maximum of one hundred dollars (\$100).

(b) **Retirement date June 18, 1999 - June 30, 2000**

(i) Semi private hospital accommodation

(ii) Vision Care

1. A maximum of one hundred and fifty dollars (\$150) every thirty six (36) months plus a twelve (12) month prescription change rider.
2. The 5/12ths employee portion of the employment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.

(iii) Prescription Drugs

1. A generic drug card prescription plan
2. A one dollar and fifty cent (\$1.50) co-pay fee per prescription.

(iv) Extended Health Benefits

1. It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.
2. Hearing aids three hundred dollars (\$300) every twenty four (24) months.
3. Private duty home nursing, ten thousand dollars (\$10,000) per disability.
4. Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will provide for the coordination of payments for out of province claims and other major medical benefits as agreed upon and defined in the master policy.
5. Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist or speech therapist shall be twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.
6. Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.

7. Coverage for custom orthotics shall be an annual maximum of five hundred dollars (\$500) based upon a 50/50 co-payment of two hundred and fifty dollars (\$250) payable by the carrier.

(c) **Retirement date July 1, 2000 - December 31, 2005**

(i) Semi private hospital accommodation

(ii) Vision Care

1. A maximum of two hundred and fifty dollars (\$250) every thirty six (36) months plus a twelve month prescription change rider.
2. The 5/12ths employee portion of the employment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.

(iii) Prescription Drugs

1. A generic drug card prescription plan.
2. A one dollar and fifty cent (\$1.50) co-pay fee per prescription.

(iv) Extended Health Benefits

1. It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.
2. Hearing aids three hundred dollars (\$300) every twenty four (24) months.
3. Private duty home nursing, ten thousand dollars (\$10,000) per disability.
4. Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will provide for the coordination of payments for out of province claims and other major medical benefits as agreed upon and defined in the master policy.
5. Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist or speech therapist shall be twenty dollars (\$20) per visit for twenty (20) visits, over provincial payments, if any, for twenty (20) visits in each calendar year.
6. Specialists fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage,

if applicable, to a maximum of four hundred dollars (\$400) per calendar year per service.

7. Coverage for custom orthotics shall be an annual maximum of five hundred dollars (\$500) based upon a 50/50 co-payment of two hundred and fifty dollars (\$250) payable by the carrier.

(d) **Retirement post December 31, 2005**

(i) Semi private hospital accommodation

(ii) Vision Care

1. A maximum of three hundred dollars (\$300) every twenty four (24) months plus a twelve (12) month prescription change rider; or coverage for laser eye surgery based on three hundred dollars (\$300) every twenty four (24) months.
2. The 5/12ths employee portion of the employment insurance premium rebate respecting wage loss plans shall be retained by the Board and deemed to cover the cost of the vision care benefit whether same is actually more or less than the rebate.

(iii) Prescription Drugs

1. A generic drug card prescription plan
2. Seven dollar (\$7) dispensing fee cap

(iv) Extended Health Benefits

1. It is understood that a ten dollar (\$10) single and twenty dollar (\$20) family deductible applies to some major medical benefits other than the generic drug benefit.
2. Hearing aids three hundred dollars (\$300) every twenty four (24) months.
3. Private duty home nursing, ten thousand dollars (\$10,000) per disability.
4. Out of province coverage with limits of one million dollars (\$1,000,000) for emergency health care benefits and fifty thousand dollars (\$50,000) for elective care benefits, with no daily limit. In addition the plan will provide for the coordination of payments for out of province claims and other major medical benefits as agreed upon and defined in the master policy.
5. Specialists' fee coverage for osteopath, naturopath, podiatrist, physiotherapist, or speech therapist shall be a maximum of five hundred dollars (\$500) each calendar year above provincial coverage, if any, with no per visit limit and no maximum number of visits.

6. Specialists' fee coverage for chiropractor services and massage therapy shall be covered from the first visit with a one hundred percent (100%) top up of provincial coverage, if applicable, to a maximum of five hundred dollars (\$500) per calendar year per service.
7. Where a member is approved for massage therapy by WSIB, the member will be reimbursed by the Board for any difference between the amounts covered by WSIB considering limits of coverage as stipulated above.
8. Coverage for custom orthotics shall be a maximum of five hundred dollars (\$500) based upon a twenty five percent (25%) employee co-payment, three hundred and seventy five dollars (\$375) maximum payable by the carrier, once each twenty four (24) months.

- (e) **Out of Province Coverage – Retirees age 65 to 75**  
 Effective June 1, 1999 retired members attaining the age of sixty five (65) may purchase additional out of province coverage which provides coverage to the month of their seventy-fifth (75<sup>th</sup>) birthday. Retired members shall have thirty (30) days following their sixty fifth (65<sup>th</sup>) birthday to elect to participate. The premiums are subject to yearly review.

Members attaining the age of seventy five (75) on or after January 1, 2015 may purchase additional out of province coverage which provides coverage to the month of their eightieth (80<sup>th</sup>) birthday. Retired members shall have thirty (30) days following their sixty fifth (65<sup>th</sup>) birthday to elect to participate. The premiums are subject to yearly review.

24.06

**Dental – Retirees**

A member retiring after July 1, 1987, on an unreduced OMERS pension, shall have the option to continue participation in the Retirees Dental Plan until age sixty-five (65) years. Where the member elects to continue participation, the Board shall contribute seventy-five percent (75%) of the cost of the premium of such coverage.

For members retiring on or after July 1, 1991, the Board shall contribute one hundred percent (100%) of the cost of the premiums for such coverage.

Coverage is as follows:

- (a) **Retirement date prior to June 18, 1999**  
 Basic dental coverage.  
 Frequency of dental recall examinations will be once every six (6) months.
- (b) **Retirement date June 18, 1999 through December 31, 1999**  
 Basic dental coverage.

Frequency of dental recall examinations will be once every six (6) months. Major restorative coverage (crowns, caps, bridges etc.) to a lifetime maximum of three thousand dollars (\$3000) based on a 50/50 co-payment of one thousand and five hundred dollars (\$1500) payable by the carrier.

(c) **Retirement date post January 1, 2000**

Basic dental coverage.

Frequency of dental recall examinations will be once every nine (9) months. Major restorative coverage (crowns, caps, bridges, etc.) to a lifetime maximum of three thousand dollars (\$3000) based upon a 50/50 co-payment of one thousand five hundred dollars (\$1500) payable by the carrier.

- 24.07 Effective August 31, 2015 all retired members only shall be provided an amount of one thousand five hundred dollars (\$1,500) per calendar year toward fees paid to a psychologist, psychiatrist or a registered mental health care professional provided that such treatment is prescribed and a referral is made by a medical doctor in relation to a diagnosed Occupational Stress Injury.

**ARTICLE 25 - HEALTH CARE SPENDING ACCOUNT**

- 25.01 Members who retire on or after January 1, 2008 with a minimum service requirement of twenty (20) years of continuous, unbroken seniority with LPS immediately prior to retirement shall be eligible for a Health Care Spending Account.
- 25.02 The account shall be available to reimburse the member for medical and dental expenses which are deemed as allowable deductible medical and dental expenses by Canada Revenue Agency. The member may claim eligible medical or dental expenses of his/her eligible partner and eligible dependants against his/her account. The member must submit original receipts in order to receive reimbursement from the account.
- 25.03 Existing eligibility for retired member benefits must be met as criteria for participation in the post-65 plan. Therefore, if a member does not qualify for post-retirement benefits, they will not qualify for post-65 benefits.
- 25.04 Payable for five (5) years from the first of the month following the retired member's sixty-fifth (65<sup>th</sup>) birthday to the end of the month of the retired member's seventieth (70<sup>th</sup>) birthday.

For those who retire after January 1, 2015 payable for ten (10) years from the first month following the retired member's sixty-fifth birthday (65<sup>th</sup>) to the end of the month the retired member's seventy-fifth (75<sup>th</sup>) birthday.



- 25.05 The account survives the member until the earlier of the spouse's seventieth (70<sup>th</sup>) birthday or five (5) years from the date of the member's sixty-fifth (65<sup>th</sup>) birthday.
- For members who **retire after January 1, 2015**, the account survives the member until the earlier of the spouse's seventy-fifth (75<sup>th</sup>) birthday or ten (10) years from the date of the member's sixty-fifth (65<sup>th</sup>) birthday.
- 25.06 The account survives for dependants until the date the member would have turned seventy (70).
- For member's who **retire after January 1, 2015** the account survives for dependants until the date the member would have turned seventy-five (75).
- 25.07 Coverage shall be three thousand dollars (\$3,000) per annum.
- 25.08 Coverage amounts, if not used, will not be carried forward.
- 25.09 Claims for reimbursement must be made first through the Ontario Health Plan or other insurance plans as may be applicable. Reimbursement will only be provided for medical and dental expenses to the extent that those expenses exceed the coverage available under other insurance plans.

#### **ARTICLE 26 - LIFE INSURANCE - RETIREES**

- 26.01 Effective January 1, 2003, the Board agrees to pay the cost of premiums to cover members who retire after January 1, 1984, with fifteen thousand dollars (\$15,000) of life insurance, until age sixty five (65) years.

#### **ARTICLE 27 - SURVIVOR BENEFITS**

For the purposes of this article, all references below are limited to current relationships as at the applicable date the benefit is being claimed.

- 27.01 The surviving partner and eligible dependants of a member killed in the line of duty shall be entitled to the major medical and dental coverage until the spouse attains age sixty-five (65) years, (unless this coverage becomes available through a subsequent marital relationship or employment). The Board shall pay one hundred percent (100%) of these benefit premium costs to cover the surviving partner and dependants.
- 27.02 The surviving partner and eligible dependants of a serving member who dies shall be allowed to participate in the medical and dental plans until the earlier of:

- (a) Sixty (60) months following the date of death (until this coverage becomes available through a subsequent marital relationship or employment). The board shall pay one hundred percent (100%) of benefit premium costs for the first thirty six (36) months and zero percent (0%) for the next twenty four (24) months; or
- (b) The end of the month of the surviving partner's sixty fifth (65<sup>th</sup>) birthday.

**ARTICLE 28 - VACATION**

Where a member joins the Service after January 1<sup>st</sup> in a calendar year, vacation entitlement shall be granted in that year on a prorated basis.

28.01 Effective January 1, 2009 a member on strength on the first day of January shall, in the year of entitlement and annually thereafter, be granted vacation with full pay on the following basis:

Less than 3 years of service	2 weeks (80 hours)
3 years and less than 10 years of service	3 weeks (120 hours)
10 years and less than 15 years of service	4 weeks (160 hours)
15 years and less than 21 years of service	5 weeks (200 hours)
21 years and less than 26 years of service	6 weeks (240 hours)
26 years of service or more	7 weeks (280 hours)
Effective January 1, 2018: 25 years or more	7 weeks (280 hours)

Where the anniversary of a member's service with the Service qualifies the member for additional vacation benefits in a given year, then the additional benefits shall apply, for all purposes, to the entire calendar year.

For the purpose of Article 28.01 an employee's length of service shall commence from the date on which an employee is hired with the London Police Service.

Notwithstanding, where applicable, a member's length of service will include all time served with another police service within the Dominion of Canada or time served as a full-time Military Police Officer with the Canadian Armed forces, commencing from the date of hire as a Police Constable or Military Police

Officer, provided the member began service in London within 30 days of resignation at the previous service.

For the purpose of calculating service for vacation, the 'date of hire' of a Police Constable shall be deemed to be the date that the member was hired as a Police Constable recognizing that there is generally a few months between the hire date and the date 'sworn' which will count toward vacation entitlement with the London Police Service.

This service shall not include any time served, other than with the London Police Service, as a Cadet, Special Constable, or Civilian member; therefore, in these circumstances the date of hire shall be deemed to be the date the member was sworn in as a Police Constable.

Members are entitled to such Annual and Statutory Leaves as defined in articles 28 and 29. In relation to the annual selection of leave, the following shall apply:

1. Members shall select all Leave in blocks within their unit according to their unit schedule.
2. Members shall select LPS Annual Leave entitlements in order of seniority. Any remaining Annual Leave shall be added to Statutory Leave.
3. Members shall select remaining blocks of LPS Annual Leave and Statutory Leave entitlements in inverse order of seniority.
4. Members credited with Annual Leave from any prior Canadian police/military service shall then select these blocks of Annual Leave entitlements in order of seniority.
5. Members may combine remaining Annual and/or Statutory Leave with any other banked time to select blocks of Leave in order of seniority.
6. Members may bank any Annual and/or Statutory Leave to a maximum of twenty-nine (29) hours as surplus hours. It is understood that the surplus hours of Annual/Statutory leave shall not be considered Leave when subsequently taken within the year but shall be considered a scheduled day off for the provisions of this Agreement and must be taken prior to end of the year for which Leave is being selected. Any remaining surplus hours not taken by December 31<sup>st</sup> in that year are forfeited.

Leave selection shall be completed by November 1<sup>st</sup> of each year for the year following. A member shall make a selection of Leave within twenty-four (24) hours of being notified that he or she is next to choose or the selection may be passed onto the member who stands next in seniority.

28.02 When a member leaves the Service without qualifying for a full year's vacation entitlement as set down in Item 28.01, the member shall receive such vacation entitlement for the time served on a prorated basis, calculated from January first in the calendar year in which the member leaves the Service.

28.03 Effective January 1, 2003 Annual Leave shall be taken by all members in each classification in order of seniority. Members working compressed work week shift schedules shall choose Annual Leave by hours from shifts scheduled to work by the member's unit. Members shall choose complete blocks of shifts assigned to work between scheduled days off. Hours remaining where no complete block can be chosen shall be added to the hours of Statutory Leave entitlement.

Notwithstanding Article 28.04 where a work unit is comprised of eight (8) or more persons, based on the authorized complement for the year when Leave will be taken, no more than two police Constables on one unit may be off on Leave at one time.

28.04 In the calendar year in which a member completes thirty (30) years with the Service, the member shall receive an additional six (6) weeks (240 hours) Leave at full pay. This benefit is conditional on the member combining this vacation entitlement with the benefit provided in 28.01 to provide thirteen (13) consecutive weeks of vacation.

A member has the option to defer the additional six (6) weeks of vacation to a subsequent year. The member must provide a minimum of one year's notice of the date they wish to take the entitlement. The entitlement must be taken by combining it with all other annual leave. If deferred, there will be no cash payouts of this benefit to the member or surviving beneficiary. The additional six (6) weeks will not be blocked off the holiday list that the qualifying member is assigned to, however the initial seven (7) weeks will be blocked off the holiday list of the qualifying member's unit. Members hired after December 31, 1985 will not be entitled to this benefit.

28.05 When a member has selected their annual leave prior to November 1st of any given year and is subsequently transferred to another division, section or unit after November 1st, the member shall have the option of maintaining all or part of the selected leave with the mutual consent of the member's supervisor. If mutual consent cannot be attained, then the matter shall be subject to review and final decision by the Chief of Police or a Deputy Chief of Police.

#### **ARTICLE 29 - STATUTORY LEAVE**

29.01 All members shall be granted the following statutory and paid holidays in each year:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by proclamation to be observed as a public holiday or as a day of general prayer or mourning or a day of public rejoicing or thanksgiving throughout Canada.

In addition, each member shall have entitlement to an additional eight (8) paid holiday hours (Lieu Day).

Members who work schedules other than Monday to Friday dayshifts shall be allotted one hundred and four (104) hours of Statutory Leave.

Members shall be entitled to the provisions of Item 29:01 for such statutory and paid holidays as their service shall warrant during each calendar year.

- 29.02 A member required to work on a statutory or paid holiday mentioned in Item 29.01 shall be paid at the rate of time and one-half (1.5) the member's rate of pay, notwithstanding the day off received for working on such day. Any overtime worked on a statutory or paid holiday will be paid at two (2) times the member's rate of pay, as provided in Article 10.
- 29.03 Where a training institution to which a member is in attendance recognizes another date as a Statutory Holiday than that designated, the date recognized by the training institution shall be considered the Statutory Holiday date for the purposes of this Agreement.
- (a) It is further understood that when the situation described occurs, Article 29:02, as it relates to being reimbursed time and one half (1.5) for working on statutory/paid holiday, shall not apply.
- (b) It is further understood that the member will be assigned another day in lieu of the statutory/paid holiday as determined by the training institution.
- 29.04 Two (2) officers from each patrol unit will be permitted to select annual and statutory leave at the same time on all shifts.

### **ARTICLE 30 - PREGNANCY AND PARENTAL LEAVE**

- 30.01 Upon two (2) weeks' notice in writing, the Board will grant a leave of absence, without pay, to a pregnant member who has attained thirteen (13) weeks service, for a period not exceeding fifty-two (52) weeks including any parental leave, which period shall include the time both prior to and following delivery; however, nothing in this Agreement shall prevent the Board from requiring a pregnant member, prior to her delivery, to go on leave of absence at such time as the Board desires, on the grounds that the member's physical condition

constitutes a hazard to herself or her fellow employees, or is interfering with her ability to perform her work.

- 30.02 (a) Leave of absence due to pregnancy for a member with less than thirteen (13) weeks service may be granted at the sole discretion of the Board.
- (b) Upon two weeks' notice in writing by the member, the Board will grant leave of absence, without pay, to a member who has attained thirteen weeks seniority and who becomes the adoptive parent of a child, for a period not exceeding thirty seven (37) weeks, which period shall include the time both before and after the date their child first came into their care.
- Such period shall not commence sooner than seven (7) days before becoming the adoptive parent. The parent must begin parental leave no later than fifty two (52) weeks after the date the child first came into their care.
- 30.03 Before granting pregnancy leave, the Board may require a member to produce a physician's certificate verifying her pregnancy. In the case of an adoptive parent, the Board may require proof that the adopted child is less than five (5) years of age at the time of adoption.
- 30.04 Leaves of absence under this Article shall be without pay and without other benefits whether provided for under this Agreement or otherwise, except:
- (a) The member's seniority and vacation credits shall continue to accumulate.
- (b) The Board shall continue to provide the benefit of Article 5 (Sick Leave Credits) and to make the contributions toward the payment of premiums as provided in Article 22 (Group Life Insurance), Article 23 (Medical and Dental).
- 30.05 The portion of benefits for which a member is responsible for payment in Article 22 (Group Life Insurance), Article 23 (Medical and Dental) shall be deducted from the last pay received prior to commencing pregnancy leave.
- 30.06 (a) For an employee commencing pregnancy leave as specified in Article 30.01, in receipt of Employment Benefit Insurance maternity benefits pursuant to the Employment Insurance Act 1996, the Board shall, for a maximum of fifteen (15) weeks, pay the difference between Employment Insurance benefits and seventy-five percent (75%) of the member's salary, based on the daily rate prior to commencing pregnancy leave.
- (b) Supplemental insurance benefits will be paid in accordance with requirements of Human Resources Development Canada.

- (c) Following the expiration of pregnancy leave, the member must return to duty for at least six (6) months; otherwise, such member will be indebted to the Board for the Board's cost of the difference between Employment Insurance maternity benefits and seventy five percent (75%) of the member's salary.
- 30.07 (a) If employed longer than thirteen (13) weeks, either parent of a newborn child or an adopted child may elect to commence unpaid parental leave following pregnancy leave to a maximum of thirty five (35) weeks for the birth mother and a maximum of thirty seven (37) weeks for other parents. Pregnancy leave and parental leave combined shall not exceed fifty two (52) weeks.
- (b) For members commencing parental leave on or after January 1, 2007 and where members are in receipt of Employment Insurance benefits for parental or adoptive leave pursuant to the Employment Insurance Act 1996, the Board shall for a maximum of twenty five (25) weeks' pay the difference between the Employment Insurance benefits and seventy percent (70%) of the member's salary.
- (c) Supplemental Insurance Benefits will be paid in accordance with requirements of Human Resources Development Canada.
- (d) Following the expiration of parental leave, the member must return to duty for at least six (6) months; otherwise, such member will be indebted to the Board for the Board's cost of the difference between Employment Insurance parental benefits and seventy percent (70%) of the member's salary.
- (e) For a birth mother, the parental leave must begin when the pregnancy leave ends or when the child has come into her care. Other parents must commence unpaid parental leave within fifty two (52) weeks of the birth of the child or after the child comes into the parents' care.
- (f) A parent must notify the Chief in writing at least two (2) weeks in advance of the commencement of the parental leave.
- (g) Parental leave ends thirty-five weeks after it began for the birth mother and thirty seven (37) weeks after it began for other parents or on an earlier day if the parent gives the Board at least four (4) weeks written notice of that day.
- (h) Where the parent elects to continue participation in the medical and hospitalization, life, and dental plans, the Board and the parent shall continue to contribute their respective share of premium contributions.
- (i) Seniority continues to accrue during pregnancy and parental leave and, upon returning to duty, the parent must be reinstated to the parent's original position if it still exists or a comparable position in the organization if the position is no longer available.

- 30.08 Immediately following the end of parental leave, members shall be required to take any annual, statutory and lieu leave outstanding from the previous calendar year(s). This requirement may be waived at the discretion of the Chief.

### **ARTICLE 31 - ONTARIO POLICE COLLEGE TRAINING REIMBURSEMENT**

- 31.01 It is understood that the members who attend the Ontario Police College shall be responsible for paying the current recruit training fee which is set by the Ontario Police College.

It is understood that the Service will pay on behalf of the recruit, the costs of the Recruit Training Course on the understanding the recruit will fully reimburse the Service.

It is also understood that the repayment of these monies to the employer by the recruit will constitute a term of the recruit's continued employment.

It is understood that the recruit authorizes the employer to deduct from his/her salary the full amount paid by the employer to the Ontario Police College on his/her behalf, in accordance with the "Schedule of Payment" on either a nine month, one year, two year, three year, four year or five year repayment option, such being the sole election of the recruit.

It is understood that in the event the recruit's employment with the employer terminates for any reason prior to full repayment of the amount paid by the employer to the Ontario Police College on behalf of the recruit, the recruit acknowledges that such outstanding amount shall be deducted from whatever salary, overtime, court time, statutory leave or annual leave to which the recruit may be entitled and that any further outstanding amount becomes immediately due and payable by the recruit to the employer.

It is understood that recruits assigned to attend the Recruit Training Course be allowed an additional option of commencing their payroll deduction during the first complete pay period after being sworn in as a Fourth Class Constable.

It is understood that the repayment plan will be based on the Recruit Training Course fee at the time of the recruit's enrolment in the course as set by the Ontario Police College.

### **ARTICLE 32 - TUITION REIMBURSEMENT**

- 32.01 Upon receipt of advance approval of the Deputy Chief, Administration, any member who completes a course of study and such course is related or beneficial to the



police service; the member shall be reimbursed a portion of the cost of tuition and books required for such course.

Members must remain an employee of the London Police Service for a minimum of twelve (12) months, where a member receives any reimbursement in relation to completion of a degree, diploma or certificate for self-initiated learning opportunities otherwise the member will be indebted to the Board for all tuition amounts reimbursed to the member.

The Administration shall, after the posted closing date for applications has elapsed, determine an equitable reimbursement for all qualified candidates.

### **ARTICLE 33 - ASSOCIATION ACTIVITIES**

- 33.01 If scheduled to work, six (6) members delegated by the Association shall be granted leave with pay to attend the Police Association of Ontario AGM. Such leave shall be Sunday to Saturday inclusive.
- 33.02 When the Police Association of Ontario Annual Meeting is held in the City of London, in addition to 33.01, three (3) members, as delegated by the Association, shall be granted leave with pay for the purpose of performing functions as designated by the Executive Board of Directors of the London Police Association for the duration of the said annual meeting.
- 33.03 If a member of the London Police Association is elected to the Board of Directors of the Police Association of Ontario, the member shall be granted leave, with pay, to attend all meetings required by virtue of the office the member holds.
- 33.04 Whenever the conditions of service permit, four (4) members of the Executive Board of Directors of the London Police Association shall be permitted sufficient time off duty, with pay, to attend Executive Board, Annual, Special, or General Meetings of the London Police Association.
- 33.05 Notwithstanding the provisions of Item 33.03, up to four (4) members delegated by the Association shall be granted leave with pay to attend membership meetings of the Police Association of Ontario.
- 33.06 The Association may request, in writing, a leave of absence for a member to enable such member to run the affairs of the Association. The terms and conditions of granting such request and of such leave of absence shall be negotiated by the Board and the Association and shall be the subject of a supplementary agreement.
- 33.07 Subject to the Police Services Act, R.S.O. 1990, as amended, the Association Bargaining Committee shall be composed of no more than five (5) members of the Association, one (1) of which will be the Executive Director of the Association, for

the purpose of bargaining with the Board for renewal of the Working Agreement. The Board further agrees to pay Committee members, other than the Executive Director, for scheduled on duty hours.

- 33.08 A member of the Board of Directors shall be granted reasonable time off, with pay, to attend joint management and discipline courses held at the C.P.C. or the O.P.C. provided such courses have been approved by the Police Association of Ontario and the Ontario Association of Chiefs of Police. All expenses incurred will be the responsibility of the Association.
- 33.09 The President of the Police Association shall be granted reasonable time off, with pay, to attend the Canadian Professional Police Association's Annual General and Annual Executive Board Meetings.
- 33.10 When a member of the Board of Directors (excluding the Executive Director) is called out for association-related duties or required for an association Board and/or General Meeting on their off duty time but on a day when they are scheduled to work, then the time they are required to start the association business shall be the start time of that day's scheduled shift upon approval of the Board member's supervisor. It is understood that the association member is not entitled to any call back or overtime provisions in relation to the duties in accordance with this agreement.
- 33.11 For the purposes of the Workplace Safety Insurance Board, the Board agrees that a member elected to the Board of Directors of the Association will be considered to be under the supervision of the Chief of Police and considered on duty when granted time off with pay to attend to Association business.

#### **ARTICLE 34 - ASSOCIATION DUES**

- 34.01 The Association and the Board agree that membership in the Association is on a voluntary basis.
- 34.02 The Board agrees that all members of the Police Service are required as a condition of employment to pay to the Association a sum equal to the monthly Association dues.
- 34.03 The Board shall deduct from the pay due a member whatever sum may be authorized by the Association in the manner hereinafter provided and at such authorized times, and will remit the amount deducted to the Executive Director of the Association not later than the fifteenth (15<sup>th</sup>) of the month following the month in which the deduction is made. The Board will, when remitting the sum so deducted, name the member from whose pay the deduction is made and will show the amount deducted.

Any authorization shall be in a form and manner as prescribed by the parties.

### **ARTICLE 35 - CONDITIONAL LEGAL FEE PAYMENT**

All indemnification for legal costs in this Article shall be subject to the following general principles:

- (a) Indemnification for legal fees shall be limited to a maximum of one-and-one-half times the Ontario Legal Aid minimum rate in effect at the applicable time.
- (b) Indemnification for legal disbursements shall be in accordance with the Ontario Legal Aid tariff rate.
- (c) The Board may, in its sole discretion, pay legal costs in excess of the limits outlined in paragraph (a) and (b), but only where the Board's written approval is obtained prior to incurring the excess costs.
- (d) Where a member or the Association chooses legal counsel whose law practice is not principally established and carried on in the City of London, the Board shall not be responsible for reimbursement of any fees or disbursements related to travel or accommodation.
- (e) In this Article only, for proceedings initiated after August 23, 2012, the term 'member' includes a retired member of the Service.

35.01 Where a member of the Service is charged with an offence under the Criminal Code of Canada resulting from an incident which occurred in the performance of the member's duties, and the member is not convicted of the charge or a reduced charge arising out of the same facts or circumstances, the Board will pay the legal fees of counsel for such member's defence on such charge.

35.02 Where a member of the Service is charged with an offence under the Highway Traffic Act resulting from an incident which occurred in the performance of the member's duties, and the member is not convicted of the charge or a related charge arising out of the same facts or circumstances, the Board shall pay reasonable legal costs of counsel for such member's defence up to five hundred dollars (\$500.00) plus applicable tax or fifty percent (50%) of the total fees for counsel, whichever is the greater.

35.03 The Board shall indemnify a member of the Police Service for reasonable costs incurred:

- (a) in the defence of a civil action except for the cost of defending a claim for punitive, aggravated, or exemplary damages;

- (b) in the defence of a statutory prosecution other than the H.T.A., excluding matters relating to discipline.
- 35.04 A member shall not be indemnified under this Article for legal costs arising from:
  - (a) A grievance or complaint under the Collective Agreement between the Board and the Association;
  - (b) An act or omission of the member acting in their capacity as a private citizen.
- 35.05 Where a member is a defendant in a civil action for damages, except for an action claiming punitive, aggravated, or exemplary damages, because of acts done in the course of the member's employment or duties as a Police Officer, the member shall be indemnified for the reasonable costs incurred in the defence of such an action in the following circumstances:
  - (a) Where the Board is not named in the action as a party and the Board is, therefore, not defending the action on its own behalf, and the member is named in the action jointly unless, in the opinion of the Board's solicitor, the member requires independent and separate legal counsel and should be advised to appoint their own counsel.
  - (b) Where the Board is named as a party defendant together with a member, but the solicitor retained on behalf of the Board is of the view that it would be improper for the solicitor to act for both the Board and the member in that action.
- 35.06 The Board may also determine, in its sole discretion, to reimburse a member for legal fees incurred for matters arising out of the member's employment as a member of the London Police in circumstances not specified above and in accordance with the provisions of Section 50 of the Police Services Act, R.S.O. 1990 c.P15 as it may be amended from time to time.
- 35.07 The Board may, in its sole discretion, require the member or the Association to have legal fees charged for such member's or Association's counsel assessed, and the Board may nominate counsel for the purposes of effecting such assessment, on any account for which payment is sought pursuant to the provisions of this Working Agreement.
- 35.08 For the purpose of legal indemnification under this Agreement, the reasonable legal costs incurred by the members shall be deemed to have been incurred by the member, notwithstanding that the member may have received financial assistance in respect thereof from the Association. Notwithstanding the foregoing, under no circumstances shall a member receive reimbursement of legal costs in an amount which exceeds 100% of the actual expense incurred.

- 35.09 The Board will reimburse the Association for the reasonable costs of a lawyer to provide legal advice to potential Subject or Witness members of the Service, during the investigation period of a Special Investigation Unit investigation. This indemnification is conditional that at the time of the incident in question the member(s) was/were on duty or had brought themselves back to being on duty, and were acting in good faith and in the lawful execution of their duty. The Board shall not indemnify legal expenses past the completion of the Special Investigation Unit investigation and the laying of information(s), as Article 35.01 is intended to govern these matters.
- 35.10 The Board shall indemnify members/and or the Association for reasonable legal costs incurred in relation to the attendance of counsel on behalf of a member and/or the Association at a Coroner's Inquest, Public Inquiry, or Royal Commission Inquiry involving acts done in the course of a member's employment or duties as a Police Officer in the following circumstances:
- (a) Where the Board is not participating in the proceeding on its own behalf, and the member is required to participate unless, in the opinion of the Board's solicitor, the member requires independent and separate legal counsel and should be advised to appoint their own counsel; or,
  - (b) Where the Board is participating in the proceeding together with a member, but the solicitor retained on behalf of the Board is of the view it would be improper for the solicitor to act for both the Board and the member in the proceeding.
- 35.11 The Board shall indemnify the Association fifty percent (50%) of the cost for all legal costs in all matters where a member, or the Association on the member's behalf, appeals a decision under the WSIA and is subsequently granted benefits where initially denied in accordance with Articles 35 (a) to (e).

#### **ARTICLE 36 - PERSONNEL FILE**

- 36.01 All matters relating to a member respecting disciplinary matters or commendations will be brought to the member's attention. As soon as possible, an official entry will be made in the member's personnel file and initialled by the member if the entry refers to a disciplinary matter.
- 36.02 Records and references pertaining to an investigation of a disciplinary matter that led to a conviction under the Police Services Act shall be removed from the member's personnel file and destroyed five (5) years after the entry to the file has been made unless other formal disciplinary proceedings are commenced within a five (5) year period.
- 36.03 All departmental motor vehicle collision reports included in personnel records that do not involve disciplinary action shall be purged after eighteen (18) months.

Motor vehicle collision reports that result in disciplinary action shall be removed from the member's personnel file two (2) years following completion of the investigation unless there is a subsequent departmental motor vehicle collision, in which case the time limits for expungement would be calculated following the date of the last incident.

#### **ARTICLE 37 - REGIONAL GOVERNMENT**

37.01 If, during the term of this Agreement, a change occurs in legislation which would in any way alter the jurisdiction or authority of the Board or substitute or constitute a new Board or entity to govern the Police Service, or which would result in the Police Service becoming part of any other Police Service, the Board shall endeavour to procure that the benefits to be provided to each member in respect of past services and in respect of future service are not less than the benefits provided under this Agreement.

If, by reason of such change, the service of any member is terminated, the Board shall endeavour to procure that the member will receive, without loss, all pensions, accumulative sick leave, vacation, and other benefits accrued to the member, provided always that this provision is subject to the terms of any legislation.

#### **ARTICLE 38 - POLICE FUNERALS**

38.01 (a) The Board agrees that four (4) on duty Police Officers, including one (1) Senior Officer, will be detailed to attend all designated Police Funerals of Police Officers killed while on duty in the Province of Ontario.

(b) The Board agrees that one on duty Police Officer shall attend any designated police funeral in Canada out of the province of Ontario.

38.02 A marked police vehicle will be used for travel to funeral service locations within approximately four hundred and eighty (480) kilometres.

38.03 All expenses incurred by Officers attending designated police funerals, as per Item 38.01, will be shared equally by the Board and the Association.

38.04 Upon agreement between the Chief of Police and the Police Association, the provisions of Item 38.01 and 38.02 may be waived in part or their entirety where large numbers of off duty members of the Service are attending a police funeral, or where distance and accessibility to the funeral location are not conducive to attendance or make the application of Item 38.01 or 38.02 impractical.

### **ARTICLE 39 - PROMOTION EXAMS**

- 39.01 A member may write promotional examinations on duty during scheduled day shifts at the discretion of the Divisional Commanders. Whenever possible, shift changes should be made to ensure that a member has at least ten (10) hours between the completion of their last scheduled shift and the time the member is required to write the promotion examination.
- 39.02 It will be the responsibility of the London Police Service to transport on-duty Officers to the Ontario Police College when Promotional Examinations are scheduled at that location.

### **ARTICLE 40 - DAYLIGHT SAVING/STANDARD TIME CHANGES**

- 40.01 A member's accumulated time will be credited or debited to reflect the one (1) hour of straight time during the time changeover from standard time to daylight saving time and vice versa.

### **ARTICLE 41 - RETIREMENT NOTICE & LEAVE OBSERVANCE**

- 41.01 Prior to submitting a retirement notice, a member is encouraged to seek retirement advice. Members will afford the Board common courtesies by providing as much notice as possible with respect to retirement. Vacation, statutory and paid holiday leave entitlement must be taken prior to retirement. A member may elect to take accumulated overtime and court time as time off prior to retirement or elect to be paid at the member's current salary for such time accumulated.

### **ARTICLE 42 - TWO OFFICER PATROLS** (Suspended during Schedule D trial period)

- 42.01 (a) There will be a minimum of six (6) patrol vehicles staffed by two (2) fully trained police officers working complete shifts. These patrols will be assigned on each day of the week and they will commence no earlier than 1300 hours each day. These patrols are intended for routine patrol duties.
- (b) Additional two officer cars may be assigned at the discretion of Section Commanders.

### **ARTICLE 43 - LONG TERM ABSENCE**

- 43.01 A member absent from duty for a continuous period exceeding twelve (12) months shall return to regular duty for twenty (20) consecutive working days before being entitled to further vacation, statutory leave and paid holiday leave. Consecutive days shall be in accordance with the members regularly scheduled shifts and based on full

time hours. Once the twenty (20) consecutive shifts have been worked, entitlement to accumulate such benefits shall be prorated on a monthly basis retroactive to the effective date the long-term absence ended.

#### **ARTICLE 44 - AWARDS AND INFORMAL DISCIPLINE PROCEDURE**

44.01 In an effort to reward officers for excellence and/or to resolve minor disciplinary matters, the Chief of Police or designate may elect to follow the Awards and Informal Discipline Procedure outlined in Schedule "H" Part (i) and, in the case of Cadets, Part (ii), of this Working Agreement.

#### **ARTICLE 45 - FITNESS INCENTIVE**

A member who successfully qualifies for the Voluntary Fitness Pin shall be awarded one (1) hour for each complete year of service as at December 31 of the year preceding.

Members shall accumulate such time in the Awards bank, which shall not be subject to cash pay outs under any circumstance. The maximum a member may accumulate in the Award bank shall not exceed forty (40) hours.

A member can qualify for this incentive only once in a calendar year.

Effective January 1, 2018 members with an Awards balance in excess of forty (40) hours are ineligible to earn additional fitness awards until the balance is less than 40 hours.

#### **ARTICLE 46 - EMERGENCY LEAVE**

For the purpose of this article, all references below are limited to current relationships as at the applicable date the benefit is being claimed.

- 46.01 Members may take Emergency Leave for up to 10 days without pay due to:
- Personal illness, injury or medical emergency;
  - Death, illness, injury, medical emergency of or urgent matters relating to:
    - A partner
    - A parent, step-parent, foster parent, child, step-child, grandparent, step-grandparent, grandchild or step-grandchild of the member or the member's partner;
    - The partner of a member's child
    - A brother or sister of the member
    - A relative of the member who is dependent on the employee for care and assistance.

The member will provide evidence that he or she is eligible for an Emergency Leave.



#### **ARTICLE 47 - MILITARY LEAVE**

47.01 Applications for Military Leave without pay shall be made by April 15 of the year when the leave is requested. Upon approval of the Chief or designate, a member who is an active member of the Canadian Armed Forces Reserve may attend the Reserve training that is supplied by the Canadian Armed Forces. Annually, a sum of five thousand dollars (\$5000) will be designated toward the top up of member's military pay, not to exceed one hundred per-cent (100%) of regular salary. Written proof of amounts paid by the Receiver General shall be provided within one month following the completion of reserve training.

#### **ARTICLE 48 - LEAVE OF ABSENCE WITHOUT PAY**

48.01 A member may request a leave of absence without salary and with benefits as noted herein.

- (a) Personnel requesting a voluntary leave of absence to further their education or to pursue other personal endeavours may be granted such leave. It is agreed the members will maintain their seniority status with the Service.
- (b) If a leave of absence is granted for a period not exceeding six (6) months in any one (1) calendar year, then the benefit provisions contained in Article 23 shall apply.
- (c) If a leave of absence is granted for a period exceeding six (6) months in any one (1) calendar year, then the benefits to be provided will be negotiated by the parties on an individual case basis.
- (d) A leave of absence may result in a period of broken service which may be purchasable in accordance with the OMERS Act and Regulations. The entire cost to purchase broken service is payable by the member.
- (e) Members on leave of absence will not accrue sick leave, annual leave, statutory leave or lieu leave.
- (f) A member who wishes to amend the termination date of a leave of absence shall notify the Chief with two weeks written notice.
- (g) Approval of leave of absence without pay is subject to the exigencies of service as determined by the Chief.

**48.02 Self-Funded Leave of Absence**

- (a) A member may request a reduction in their gross salary for one or more calendar years to allow a leave of absence with pay and benefits. Time will be credited toward a leave of absence based on a reduction in salary at current salary rates.
- (b) A leave of absence may result in a period of broken service which may be purchasable in accordance with the OMERS Act and Regulations. The entire cost to purchase broken service is payable by the member.
- (c) Approval of self-funded leave of absence is subject to the exigencies of service as determined by the Chief of Police.

**ARTICLE 49 - TERM OF AGREEMENT**

- 49.01 Except where otherwise indicated, the terms and conditions of this Agreement shall remain in full force and effect from the first (1st) day of January, 2015 to the thirty-first (31st) day of December, 2018, and thereafter from year to year until terminated or replaced by a new Agreement, decision, or award. Any notice of the intention to terminate, amend, alter, or review this Agreement shall be given at any time after ninety (90) days before the thirty-first (31st) day of December, 2018.
- 49.02 This Agreement shall endure and be binding upon not only the parties hereto, but also upon their respective successors and assigns and all Police personnel and Cadets of the Police Service.

**SCHEDULE "A" - SALARIES**

**Market Value Adjustment** - On December 1, 2018 members will receive an additional increase in salary to adjust for market conditions. The percentage increase, called the Market Value Adjustment will be calculated as the difference between the base salary of a 1<sup>st</sup> class Constable as of November 30, 2018 in London and the average base salary for a 1<sup>st</sup> class Constable from among the eleven largest municipal police services in Ontario that have ratified Agreements as of November 30<sup>th</sup>, 2018; divided by the London Salary.

The MVA Calculation: (Provincial Average – London Salary)/London Salary

The eleven largest municipal police services in Ontario are: Toronto, York, Peel, Durham, Niagara, Ottawa, Hamilton, Halton, Waterloo, Sudbury and Windsor.

<b>CADET</b>					
<b>Increment</b>	<b>Jan 1/2015</b>	<b>Jan 1/2016</b>	<b>Jan 1/2017</b>	<b>Jan 1/2018</b>	<b>Dec 1/2018</b>
Start	\$40,305	\$40,688	\$41,075	\$41,465	+MVA
1 Year	\$44,632	\$45,056	\$45,484	\$45,916	+MVA
2 Year	\$46,336	\$46,776	\$47,220	\$47,669	+MVA

<b>CONSTABLE</b>					
<b>Increment</b>	<b>Jan 1/2015</b>	<b>Jan 1/2016</b>	<b>Jan 1/2017</b>	<b>Jan 1/2018</b>	<b>Dec 1/2018</b>
4th Class 'A'	\$56,377	\$56,913	\$57,454	\$58,000	+MVA
4th Class 'B'	\$62,293	\$62,885	\$63,482	\$64,085	+MVA
3rd Class	\$70,491	\$71,161	\$71,837	\$72,519	+MVA
2nd Class	\$79,489	\$80,244	\$81,006	\$81,776	+MVA
1st Class	\$91,975	\$92,849	\$93,731	\$94,621	+MVA
8 to 16 Years	\$94,734	\$95,634	\$96,543	\$97,460	+MVA
17 to 22 Years	\$97,494	\$98,420	\$99,355	\$100,298	+MVA
23+ Years	\$100,253	\$101,205	\$102,167	\$103,137	+MVA

<b>SERGEANT</b>					
<b>Increment</b>	<b>Jan 1/2015</b>	<b>Jan 1/2016</b>	<b>Jan 1/2017</b>	<b>Jan 1/2018</b>	<b>Dec 1/2018</b>
<b><u>1st Year</u></b>					
0 to 7 years	\$96,574	\$97,491	\$98,418	\$99,352	+MVA
8 to 16 years	\$99,333	\$100,277	\$101,229	\$102,191	+MVA
17 to 22 years	\$102,092	\$103,062	\$104,041	\$105,029	+MVA
23+ years	\$104,852	\$105,848	\$106,853	\$107,868	+MVA
<b><u>2nd Year</u></b>					
0 to 7 years	\$100,253	\$101,205	\$102,167	\$103,137	+MVA
8 to 16 years	\$103,012	\$103,991	\$104,979	\$105,976	+MVA
17 to 22 years	\$105,771	\$106,776	\$107,791	\$108,814	+MVA
23+ years	\$108,531	\$109,562	\$110,603	\$111,653	+MVA

**SERGEANT****3rd Year**

0 to 7 years	\$104,392	\$105,384	\$106,385	\$107,395	+MVA
8 to 16 years	\$107,151	\$108,169	\$109,197	\$110,233	+MVA
17 to 22 years	\$109,910	\$110,955	\$112,009	\$113,072	+MVA
23+ years	\$112,669	\$113,740	\$114,820	\$115,911	+MVA

**STAFF SERGEANT**

Increment	Jan 1/2015	Jan 1/2016	Jan 1/2017	Jan 1/2018	Dec 1/2018
-----------	------------	------------	------------	------------	------------

**1st Year**

0 to 7 years	\$110,315	\$111,363	\$112,421	\$113,488	+MVA
8 to 16 years	\$113,074	\$114,149	\$115,233	\$116,327	+MVA
17 to 22 years	\$115,833	\$116,934	\$118,045	\$119,166	+MVA
23+ years	\$118,593	\$119,720	\$120,857	\$122,004	+MVA

**2nd Year**

0 to 7 years	\$115,833	\$116,934	\$118,045	\$119,166	+MVA
8 to 16 years	\$118,593	\$119,720	\$120,857	\$122,004	+MVA
17 to 22 years	\$121,352	\$122,505	\$123,669	\$124,843	+MVA
23+ years	\$124,111	\$125,290	\$126,481	\$127,682	+MVA

**INSPECTOR**

Increment	Jan 1/2015	Jan 1/2016	Jan 1/2017	Jan 1/2018	Dec 1/2018
-----------	------------	------------	------------	------------	------------

1st Year	\$143,614	\$144,978	\$146,355	\$147,745	+MVA
2nd Year	\$149,640	\$151,062	\$152,497	\$153,946	+MVA

**SUPERINTENDENT**

Increment	Jan 1/2015	Jan 1/2016	Jan 1/2017	Jan 1/2018	Dec 1/2018
-----------	------------	------------	------------	------------	------------

1st Year	\$162,693	\$164,239	\$165,799	\$167,374	+MVA
2nd Year	\$168,721	\$170,324	\$171,942	\$173,575	+MVA

## **SCHEDULE "B" - GRIEVANCE PROCEDURE**

1. Anything falling within the provisions of the Regulations and/or the Code of Offences enacted or established under The Police Services Act shall not be made the subject of a grievance. Nothing herein shall limit the provisions of Section 124 of the Police Services Act.

2. A grievance herein shall mean a difference between the Board and the Association, or the Board and the Member, arising from the interpretation, application, or administration or alleged violation of the Agreement.

A written grievance shall contain the nature of the difference between the parties and set forth the clause or clauses violated in the Collective Agreement and dates upon which such occurred. The parties agree that the prompt and effective settlement of such difference is desirable and both parties agree to expedite such settlement through the grievance procedure.

3. A grievance must be submitted by the Association on behalf of any member.

4. If a member has a grievance, the member shall submit the same to the Association, which will, if it concurs, set the same out in writing, in duplicate, and submit it to the Chief of Police. A grievance from a member shall be signed by the member as well as by the Association.

5. A grievance between the Board and the Association shall be submitted by the Association's Grievance Committee in writing, in duplicate, to the Chief of Police.

6. Any grievance shall be submitted to the Chief of Police within thirty (30) days after the subject matter of the grievance first occurred.

7. (a) At any stage, the Association and the Board may be represented by Counsel, after five (5) days' notice by either party.

(b) At any stage of the proceedings, the Association and/or the Board may call witnesses.

8. In the case of a grievance submitted on behalf of the member, the Chief of Police will hear the member and one member of the Association's Grievance Committee. In the case of a grievance between the Board and the Association, the Chief of Police will hear the Association's Grievance Committee. The Chief of Police shall give to the Association a notice in writing, at least seven (7) days prior to the time set for the hearing of the grievance, of the time and place that the grievance will be considered and, if the member or member of the Grievance Committee shall fail to attend at such time and place, the Chief of Police may determine the matter without such attendance. The Chief of Police shall endorse upon both copies of the written

grievance, the Chief's decision and return one (1) copy to the Association and file one (1) copy with the Board within ten (10) days of the hearing of the grievance.

9. If the Association is not satisfied with the decision of the Chief of Police, the written grievance shall be returned to the Chief within ten (10) days of its receipt from the Chief, with a request it be submitted to the Police Services Board of the City of London. The Police Services Board shall then fix a time within six (6) weeks after the return of the grievance to the Chief of Police, at which time it will hear the member and a member of the Association's Grievance Committee. In the case of an Association grievance between the Board and the Association, the Board will meet with the Association's Grievance Committee. The Board will endorse its decision upon both copies of the written grievance within two (2) weeks after such hearing and return one (1) copy to the Association.
10. The Association may, within thirty (30) days after the receipt of the written grievance endorsed with the decision of the Board, forward to it a request in writing that the matter in dispute be submitted to arbitration, and thereupon the following procedure shall apply. If the grievance is between the Association and the Board, the provisions of Section 124 of the Police Services Act will apply. If the grievance is between a member and the Board, the procedure shall be as follows:
  - (a) The Board and the Association, within ten (10) days of such notice, shall endeavour to agree upon the appointment of a single arbitrator. Upon failure to so agree to such appointment within the time limit, either party may request the appointment of a single arbitrator in the manner provided in Section 124 of The Police Services Act. If neither shall so request, the grievance shall be deemed to be abandoned.
  - (b) The arbitrator shall commence to hear and determine the grievance within thirty (30) days after the arbitrator's appointment. The arbitrator shall issue a decision within a reasonable time thereafter, which decision shall be final.
11. Subject always to Section 124 of the Police Services Act, the following considerations shall apply to grievance and arbitration procedures hereunder:
  - (a) The decision in each step above shall be final and binding upon the Board, the Association and the member or members affected by it, unless the subsequent steps hereinbefore provided are taken within the said limited time.
  - (b) The member and the Association shall be confined to the grievance as set forth in the written grievance filed.
  - (c) No grievance may be submitted to arbitration hereunder which has not been properly processed through all the previous steps of the grievance procedure, but any time limits herein contained may be extended by mutual consent in writing, of the Board and the Association.

- (d) An arbitrator hereunder shall have no power to add to, subtract from, alter, modify or amend any part of the annexed Agreement, the written grievance or the grievance procedure or otherwise make any decision inconsistent therewith.
- 12. In the absence of the Chief of Police or upon the Chief's written request, a Deputy Chief of Police shall exercise the powers, rights, and duties of the Chief of Police under the foregoing provisions.
- 13. Each party to the arbitration under Section 10 of this grievance procedure shall share equally the cost of the arbitration proceedings.
- 14. In the provisions of the Grievance Procedure the term "member" shall mean, a member as defined in the Agreement.

### **SCHEDULE "C" - SICK LEAVE BENEFITS**

In this Schedule the provisions of Part A shall apply only to those members of the Service appointed on or before December 31, 1981, whereas the provisions of Part "B" shall apply to members appointed on or after January 1st, 1982.

#### **Part A – Pre 1982**

1. Each member shall be eligible to a credit of one and one-half (1-1/2) days' sick leave (12 hours) for each month of service with the Service, such credit to be cumulative.
2. Each member shall be eligible to receive sick leave, on full salary, for any time lost by illness to the full extent of sick leave credits available to the member at the time of such absence.
3. Except as otherwise herein provided, the number of days a member is absent on account of illness shall be deducted from the member's cumulative sick leave credits.
4. If a member is injured or incapacitated due to injury or illness requiring a doctor's care before going on leave and such injury or illness continues into any portion of leave, the member may choose leave at a later date and use sick leave credits while such injury or illness continues. Medical documentation from a licensed physician must accompany a written request from the member to change leave to sick leave. The cost for such documentation is to be borne by the member.

It is understood that the member shall be credited only with the hours that were required to secure the Leave in the first place.

5. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Human Resources Branch with a certificate from a qualified physician certifying as to the member's inability to return to work, and on a similar request, shall do so at the conclusion of each thirty (30) calendar day period.
6. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Human Resources Branch with a certificate from a qualified physician which clearly stipulates that the member is fit to return to duty or outlining specific criteria for modified duties.
7. A member who is absent because of illness or injury, or on modified duties, for sixty (60) calendar days or more shall upon request of the Human Resources Branch participate in an Independent Medical Examination (IME) with a qualified medical practitioner. All costs for the IME shall be borne by the Board.
8. The Board shall reimburse a member costs to a maximum of fifty dollars (\$50) for any medical certificates requested by the Board. Requests for reimbursement in



excess of fifty dollars (\$50) may be approved by the Inspector, Human Resources Branch.

9. (a) Where a member is absent from duty as a result of a new injury arising out of and in the course of duty and is receiving benefits awarded by the Workplace Safety Insurance Board, the member shall continue to receive the same net pay.  
  
(b) A member absent on a reoccurrence of a Workplace Safety Insurance Board injury that occurred after January 1, 1988 which has been approved as a reoccurrence by WSIB shall receive one hundred percent (100%) of the member's current net take-home pay.

Further, if the member is in receipt of a WSIB pension or future economic loss (FEL) benefit in relation to such absences, it is agreed the member will be compensated such that he/she receives the same net take home pay.

10. Where a member transfers from a municipal department within the Corporation of the City of London to the Service, such member's sick leave credits shall be transferable and sick leave pay to which the member is entitled shall be payable by the Service.

11. A member who is, at the time of the member's retirement, actively engaged with the Service or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both of the following basis:

- (a) On the date of retirement, the member may be granted a sick leave gratuity in cash equal to the member's salary, for one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half (1/2) year's earnings at the rate received by the member immediately prior to termination of employment; or

- (b) With the consent of the Chief of Police, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such member may be granted retirement leave with full pay for a period equal to one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of a period of six (6) months. While on retirement leave the member is not entitled to accrue annual, statutory leave and lieu leave effective January 1, 2003.

12. Upon termination of the member's employment with the Service the member, or in the case of death, the Estate of a member, shall be entitled to receive pay for the period equal to one-half (1/2) the number of days (hours) standing to the member's credit and, in any event, not in excess of the amount of one-half (1/2) the year's earnings at the rate received by the member immediately prior to termination of employment.

13. When a member, formerly employed by another municipality or local board which had established a sick leave plan under the provisions of the Police Services Act or any other general or special act, leaves the employ of that municipality or local board and immediately commences employment with the London Police Service without interruption of service with another employer, the Chief of Police, upon the request of the member, shall take such action as may be necessary to place such sick leave credits to the new member's credit in the records of the Service.
14. A member making application for disability benefits shall file proper medical documentation to support such application. Such documentation shall be filed directly with the carrier.
15. Long Term Disability coverage, administered through a third party insurance carrier, will provide coverage at sixty six point six seven percent (66.67%) of salary to a maximum of four thousand dollars (\$4,000) monthly. Premiums are one hundred percent (100%) employee paid.
- (a) Effective March 1, 2012, members who are actively working as defined by the long term disability insurer, shall be eligible for long term disability benefits until age sixty-five (65) or upon termination or resignation if earlier.
- (b) Eligibility of all claims is to be determined as adjudicated by the carrier, in accordance with their policy, as amended from time to time.
- (c) Should future premium increases or portions thereof, be directly attributable to those members hired prior to January 1, 1982, as determined by the carrier, the increases will apply directly to these members only and shall not impact employer-paid long term disability premiums.
16. **Compassionate Leave**
- (a) A member may, at the discretion of the Division Commander, take a leave of absence not to exceed five (5) days on any one occasion due to illness of such member's spouse, child, stepchild, mother, father, brother, sister, stepbrother, stepsister, stepmother, or stepfather. In order to qualify for more than five (5) days per calendar year, a member must have a minimum sick bank of seventy-five (75) days. Such leave is to be charged against the member's sick leave credits.
- Upon the approval of the Division Commander a member may use their sick time for the purposes of attending a personal medical appointment or that of a partner, child, stepchild, mother, father, brother or sister. This is limited to a maximum of fifty-five (55) days per calendar year. Such leave is to be charged against the member's sick leave credits.
- (b) A member shall be granted a maximum of two (2) days on occasion of the birth of a child where scheduled to work. It is understood that the leave shall start on

and be consecutive to the date of birth. Such leave is to be charged against the member's sick leave credits.

**Part B – Post 1982**

1.
  - (a) Each member shall have entitlement to ten (10) working days sick leave per calendar year at full pay.
  - (b) In addition to entitlement under (a) sick days shall accumulate to a maximum of one hundred and twenty days.
  - (c) Members absent due to illness or injury shall be paid from accumulated sick leave credits.
  - (d) When sick leave credits are depleted, short term disability provisions shall apply.
  - (e) Short term disability benefits provide seventy five percent (75%) of pay up to one hundred and twenty (120) working days in a given year. For the purpose of this article, a given year shall mean the one year anniversary of the first day of the short term disability benefit commencing.
  - (f) Where a member is absent due to illness or injury for one hundred and thirty (130) consecutive working days, the member shall apply for long term disability.
  - (g) A member who has been absent due to illness or injury for more than one hundred and thirty (130) days in a given year must complete twenty (20) consecutive days working before being entitled to further sick leave under (a) and (e). Consecutive days shall be in accordance with the members regularly scheduled shifts and based on full time hours.
  - (h) A member may utilize annual leave, statutory leave, lieu time, accumulated court time or overtime benefits to provide one hundred percent (100%) of salary in the one hundred and twenty (120) working days of sickness. The member's entitlement to time off will be reduced accordingly.
2. If a member is injured or incapacitated due to injury or illness requiring a doctor's care before going on leave and such injury or illness continues into any portion of leave, the member may choose leave at a later date and use sick leave credits while such injury or illness continues. Medical documentation from a licensed physician must accompany a written request from the member to change leave to sick leave. The cost for such documentation shall be borne by the member.

It is understood that the member shall be credited only with the hours that were required to secure the Leave in the first place.

3. (a) Where a member is absent due to illness or injury for more than one hundred and thirty (130) working days in a given year, the member shall then become eligible for long term disability protection.

Effective March 1, 2012 members, who are actively working as defined by the long term disability insurer, shall be eligible for long term disability benefits until age sixty-five (65) or upon termination or resignation if earlier.

Eligibility of all claims is to be determined as adjudicated by the carrier, in accordance with their policy, as amended from time to time.

This long term disability protection shall provide to the member seventy percent (70%) of their salary at the time of their illness/injury to a maximum of five thousand dollars (\$5,000) per month.

Effective January 1, 2013, and for members who are actively working as defined by the long term disability insurer, long term disability protection shall provide to the member seventy percent (70%) of their salary at the time of their illness/injury to a maximum of six thousand (\$6,000) per month.

- (b) If for any reason the member is not approved for Long Term Disability by the Insurer, and the decision is being appealed, the Board agrees that the member will be advanced an amount equivalent to the long term disability benefit. Advances will commence effective the date the employer is notified that the decision is being appealed and will continue to a maximum of ninety (90) days from the employer receiving notification of the appeal.

If the member is approved by the insurer such advances shall be repaid to the Service within thirty (30) days.

If the member is not approved for Long Term Disability benefits, advances shall continue only until any venue of appeal with the insurer is exhausted to a maximum of ninety (90) days from the date the employer received notification of the appeal. It is understood that advances will not be interrupted pending a decision by the insurer. If, after an appeal, Long Term disability benefits are not approved, any monies advanced to the member shall be repaid to the London Police Service within twelve (12) months.

- (c) The Administration shall monitor absences related to illness or injury in excess of ninety (90) consecutive calendar days and shall assist with the completion and submission of all applications for Long Term Disability benefits at the request of the member.

4. One hundred percent (100%) of the cost of the long term income protection plan shall be payable by the Board.

5. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Human Resources Branch with a certificate from a qualified physician certifying as to the member's inability to return to work and, on a similar request, shall do so at the conclusion of each thirty (30) calendar day period.
6. A member on sick leave credits or long term income protection plan shall, on request, submit to the Service a certificate from the member's physician certifying that the member is unable to work and the nature of the illness.
7. A member who is absent because of illness or injury for seven (7) calendar days or more shall, on request, provide the Human Resources Branch with a certificate from a qualified physician which clearly stipulates that the member is fit to return to duty or outlining specific criteria for modified duties.
8. A member who is absent because of illness or injury, or on modified duties, for sixty (60) calendar days or more shall , upon request of the Human Resources Branch, participate in an Independent Medical Examination (IME) with a qualified medical practitioner. All costs for the IME shall be borne by the Board.
9. The Board shall reimburse a member costs to a maximum of fifty dollars (\$50) for any medical certificates requested by the Board. Requests for reimbursement in excess of fifty dollars (\$50) may be approved by the Inspector, Human Resources Branch.
10.
  - (a) Where a member is absent from duty as a result of a new injury arising out of and in the course of duty and is receiving benefits approved by the Workplace Safety Insurance Board, the member shall continue to receive the same net pay.
  - (b) A member absent on a reoccurrence of a Workplace Safety Insurance Board injury that occurred after January 1, 1988 which has been approved as a reoccurrence by WSIB shall receive one hundred percent (100%) of the member's current net take-home pay.

Further if the member is in receipt of a WSIB pension or future economic loss (FEL) benefit in relation to such absences, it is agreed the member will be compensated such that he/she receives the same net take home pay.
11. A member making application for disability benefits shall file proper medical documentation to support such application. Such documentation shall be filed directly with the carrier.
12. **Compassionate Leave**
  - (a) A member may, at the discretion of the Division Commander, take a leave of absence not to exceed five (5) days on any one occasion due to the illness of

such member's partner, child, stepchild, mother, father, brother, sister, stepbrother, stepsister, stepmother, stepfather. Such leave is to be charged against the member's sick leave credits.

Upon the approval of the Division Commander a member may use their sick time for the purpose of attending a personal medical appointment or that of a partner, child, stepchild, mother, father, brother or sister. This is limited to a maximum of fifty five (55) days per calendar year. Such leave is to be charged against the member's sick leave credits.

- (b) A member shall be granted a maximum of two (2) days on occasion of the birth of a child where scheduled to work. It is understood that the leave shall start on and be consecutive to the date of birth. Such leave is to be charged against the member's sick leave credits

**SCHEDULE "D" – PATROL PLAN SCHEDULE (FORMER)**

Appendix A

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	1245-2245	1245-2245	1245-2245	OFF	OFF	0645-1645
2	0645-1645	0645-1645	0645-1645	OFF	OFF	2345-0745	2345-0745
3	2345-0745	2345-0745	2345-0745	2345-0745	2345-0745	OFF	OFF
4	OFF	OFF	OFF	OFF	1445-0045	1445-0045	1445-0045
5	1345-2345	OFF	OFF	0645-1645	0645-1645	0645-1645	OFF
6	OFF	1345-2345	1345-2345	1345-2345	OFF	OFF	0745-1745
7	0745-1745	0745-1745	0745-1745	OFF	OFF	2015-0515	2015-0515
8	2015-0415	2015-0415	2015-0415	2015-0415	2015-0415	OFF	OFF
9	OFF	OFF	OFF	OFF	1645-0245	1645-0245	1645-0245
10	1545-0145	OFF	OFF	0745-1745	0745-1745	0745-1745	OFF
11	OFF	1245-2245	1245-2245	1245-2245	OFF	OFF	0645-1645
12	0645-1645	0645-1645	0645-1645	OFF	OFF	2345-0745	2345-0745
13	2345-0745	2345-0745	2345-0745	2345-0745	2345-0745	OFF	OFF
14	OFF	OFF	OFF	OFF	1445-0045	1445-0045	1445-0045
15	1345-2345	OFF	OFF	0645-1645	0645-1645	0645-1645	OFF
16	OFF	1345-2345	1345-2345	1345-2345	OFF	OFF	0745-1745
17	0745-1745	0745-1745	0745-1745	OFF	OFF	2015-0515	2015-0515
18	2015-0415	2015-0415	2015-0415	2015-0415	2015-0415	OFF	OFF
19	OFF	OFF	OFF	0800-1800*	1645-0245	1645-0245	1645-0245
20	OFF	OFF	OFF	0745-1745	0745-1745	0745-1745	OFF

Amended 2011/4/3

\*Training Day

In accordance with Article 8.01, the following rotation is effective May 1, 2016:

**SCHEDULE "D" – PATROL PLAN SCHEDULE (AMENDED)**

Appendix B

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	0600-1600	0600-1600	1500-0300	1500-0300	OFF	OFF
2	OFF	OFF	OFF	0700-1900	0700-1900	1900-0700	1900-0700
3	1900-0700	OFF	OFF	OFF	OFF	0600-1600	0600-1600
4	0600-1600	1500-0300	1500-0300	OFF	OFF	OFF	OFF
5	OFF	0700-1900	0700-1900	1900-0700	1900-0700	OFF	OFF
6	OFF	OFF	OFF	0600-1600	0600-1600	1500-0300	1500-0300
7	1500-0200	OFF	OFF	OFF	OFF	0700-1900	0700-1900
8	0700-1800	1600-0400	1600-0400	OFF	OFF	OFF	OFF
9	OFF	0900-1900	0900-1900	1600-0400	1600-0400	OFF	OFF
10	OFF	OFF	OFF	0900-1900	1600-0200	1600-0400	1600-0400
11	1600-0400	OFF	OFF	OFF	OFF	1500-0300	1500-0300
12	1500-0300	1900-0700	1900-0700	OFF	OFF	OFF	OFF



**SCHEDULE "E" - COMPRESSED WORK SCHEDULE FOR HEADQUARTERS DETENTION UNIT SERGEANTS AND COMMUNICATIONS SECTION SERGEANTS**

1. The Headquarters Detention Unit Sergeants shall work the hours as outlined in Appendix A and the Communications Section Sergeants shall work the hours as outlined in Appendix B.
2. The six (6) Sergeants assigned to the Headquarters Detention Unit shall select annual and statutory leave on a single list.
3. For Headquarters Detention Unit Sergeants (Appendix A), Week 6 is the designated relief week and members will work the schedule of the member on vacation or statutory leave. Where no one is on vacation or statutory leave, members will work 0800-1800 hrs.
4. The six (6) Sergeants assigned to the Communications Section shall select annual and statutory leave on a single list.
5. The Headquarters Detention Unit Sergeants and Communications Section Sergeants shall select annual and statutory leave in calendar weeks.
6. The mandatory hours of work not scheduled in Appendix A or Appendix B will be accounted for by assignment of the Sergeants subject to this Agreement, to attend in-service training during scheduled days off on Wednesday of Week 1 or Week Four. The assignment dates are to be mutually agreed upon.

**Appendix A - Headquarters Detention Unit Sergeants**

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	OFF	OFF	OFF	1400-0000	1400-0000	1400-0000
2	1400-0000	OFF	OFF	0530-1530	0530-1530	0530-1530	OFF
3	OFF	1400-0000	1400-0000	1400-0000	OFF	OFF	0530-1530
4	0530-1530	0530-1530	0530-1530	OFF	OFF	2230-0700	2230-0700
5	2230-0700	2230-0700	2230-0700	2230-0700	2230-0700	OFF	OFF
6	OFF	0800-1800	0800-1800	0800-1800	0800-1800	OFF	OFF

Amended 2014/12/18

**Appendix B - Communications Section Sergeants**

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
2	OFF	OFF	OFF	OFF	1530-0130	1530-0130	1530-0130
3	1530-0130	OFF	OFF	0630-1630	0630-1630	0630-1630	OFF
4	OFF	1530-0130	1530-0130	1530-0130	OFF	OFF	0630-1630
5	0630-1630	0630-1630	0630-1630	OFF	2300-0700	2300-0700	2300-0700
6	2300-0700	2300-0700	2300-0700	2300-0700	OFF	OFF	OFF

**SCHEDULE "F" - COMPRESSED WORK SCHEDULE - GENERAL INVESTIGATIONS UNIT –  
CRIMINAL INVESTIGATION DIVISION**

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
2	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
3	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
4	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
5	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
6	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
7	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
8	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
9	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
10	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
11	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
12	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
13	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
14	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
15	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
16	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
17	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
18	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
19	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
20	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
21	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
22	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
23	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
24	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
25	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
26	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
27	OFF	0700-1700	0700-1700	OFF	OFF	0700-1700	0700-1700
28	0700-1700	OFF	OFF	0700-1700	0700-1700	1400-2400	OFF
29	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
30	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
31	OFF	0700-1700	1400-2400	1400-2400	1400-2400	OFF	OFF
32	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF

### SCHEDULE "G" - CANINE UNIT

1. The six (6) week rotating schedule will be worked throughout the year by the six (6) Constables assigned to the Canine Unit. The six (6) week rotation will repeat throughout the year.

Where any member of the Canine Unit is non-deployable or is anticipated to be non-deployable for greater than six (6) weeks but less than eighteen (18) weeks, it is agreed that Monday through Thursday 0700-1700 shift shall be temporarily eliminated from the schedule for the duration of the term where the member is non-deployable. Where any member of the unit is non-deployable or is anticipated to be non-deployable in excess of eighteen (18) weeks, the Canine Unit schedule shall be amended upon agreement of the parties.

2. The Canine Unit will be structured in three (3) teams of two (2) Constables per team. A senior member will be paired with a junior member for mentorship and skills development purposes. Leave selection will be within each team. Leave selection is limited to one (1) member per team being permitted to be on Leave at any given time. Constable members shall select annual vacation by seniority as outlined in the Working Agreement. Constable members shall select statutory and paid holiday leave as outlined in the Working Agreement. If one member of a team selects leave during the Mon-Thurs block of 1800-0400 shifts the partner member shall have their schedule amended from 0700-1700 to 1800-0400 in order to provide optimal coverage.
3. Regular canine training will occur on Wednesday 0700-1700 shift. This will involve the Canine Unit Sergeant as well as the five (5) officers regularly scheduled for day shift.
4. Refresher training will occur annually and will consist of forty (40) hours for each member of the Canine Unit.
5. The Canine Unit Sergeant will normally be scheduled ten (10) hour shifts, Mon to Thurs 0700-1700 with Friday, Saturday, and Sunday as days off. The Canine Unit Sergeant schedule will be flexible to enable:
  - a) Supervision and direction of the members of the unit on all shifts;
  - b) Training of the dogs and members of the unit;
  - c) Remaining current on training methods;
  - d) Maintaining the Canine Unit training area;
  - e) Maintaining Canine Unit reports and properly see to administration of the unit;
  - f) Conducting of public presentations and demonstrations of the Canine Unit.
6. Members assigned to the Canine Unit will be entitled to two (2) hours during their regularly scheduled shifts for fitness improvement activities. One (1) hour of this time shall be considered the member's relief period. This time period will normally be used during the first two (2) hours of the member's shift and only if the demands of service permit.

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	1800-0400	1800-0400	1800-0400	1800-0400	OFF	OFF
2	OFF	OFF	OFF	0700-1700	1800-0400	1800-0400	1800-0400
3	1800-0400	OFF	OFF	0700-1700	0700-1700	0700-1700	OFF
4	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
5	OFF	OFF	OFF	0700-1700	2100-0700	2100-0700	2100-0700
6	2100-0700	OFF	OFF	0700-1700	0700-1700	0700-1700	OFF

## **SCHEDULE "H" - AWARDS AND INFORMAL DISCIPLINE PROCEDURE**

### **PART (i) Police Officers**

#### **1. Awards**

In recognition of an officer's complimentary performance, a Division Commander may award the officer in such a manner he/she sees fit as per Policy.

#### **Informal Discipline**

In recognition of the desire to utilize the principles of counselling, guidance and training in support of the concept of progressive discipline and, in recognition of the principle that accountability can be achieved when minor allegations of misconduct are dealt with by means other than formal discipline, it is agreed that in accordance with the provisions of Section 64(11) of the Police Services Act, the following Informal Discipline Process will be adopted.

When an incident occurs which requires disciplinary intervention, and the circumstances are such as to not warrant intervention of a more formal nature, the Division Commander or designate shall be responsible for determining the stage of Informal Discipline that is to be invoked.

This determination shall be based upon:

- the nature and seriousness of the incident;
- the circumstances surrounding the incident;
- utilization of the principles of counselling, guidance and training; and
- application of the concept of progressive discipline.

#### **2. Definitions:**

**Admonition** - means a disposition in the form of a warning or reprimand in writing, administered by the Divisional Commander or designate and applied to the involved member being disciplined by the Informal Process.

**Association** - means London Police Association.

**Association Representative** - means an elected representative of the London Police Association designated to act on behalf of the involved member.

**Complaint** - means a report from a member of the public or a member of the London Police made orally or in writing about the conduct of a member that may constitute an offence under the Code of Offences as defined in the Police Services Act.

**Expunction of Records** - means to erase an incident or disposition that has been disposed of through the Informal Discipline Process after the designated time period has elapsed.

**Informal Discipline** - means the use of the Informal Discipline process to resolve an incident of misconduct subject to the consent of the officer involved, and may include:

- counselling/guidance;
- admonishment/guidance;
- training/admonishment/guidance;
- informal discipline in accordance with Section 59-3 of the Police Services Act.

**Legal Counsel** - means any person that a member wishes to contact for advice. Legal counsel includes, but is not limited to, a lawyer or Police Association representative.

**Member** - means Constable or other Police Officer sworn in accordance with the Police Services Act.

**Personnel Documentation Form** - is the form as described and agreed upon by London Police and the Association.

**Record** - means any documentation about an incident and its disposition maintained by the member's supervisor for evaluation purposes or kept in the member's Personnel File maintained in the Professional Standards Branch.

**Award** - means recognition of some form for an officer's special performance.

**Time Limit of Expunction** - is a period not to exceed two (2) years (personnel file) after the date of disposition has occurred unless there is subsequent intervening discipline. In that event the file shall be cleared from the personnel file two (2) years from the date of the disposition of the last incident.

### 3. Award Procedure

The Division Commander or designate, upon receipt of a Complimentary Personnel Documentation of an officer's performance, shall interview the officer and:

- enter a copy of the report into the officer's personnel file and/or;
- award an officer up to a maximum of sixteen (16) hours of time off and/or;
- recommend the officer be awarded the "Citation of the Chief of Police" and/or "The Police Services Board Certificate of Valour" and/or;
- the Chief of Police may recommend an officer for a higher award for meritorious conduct.

### 4. Stages of Informal Discipline

- counselling/guidance;
- admonishment/guidance;
- training/admonishment/guidance;
- by mutual agreement, forfeiture of leave, days off or banked time, not to exceed sixteen (16) hours per incident regardless of the number of allegations;
- diversion to the Employee Assistance Program by way of formal referral may also be used by the Division Commander or designate, in appropriate circumstances, as an alternative to, or part of, the Informal Discipline Process.

Reference to any incident disposed of by way of informal discipline will be placed in the member's PMO and personnel files and retained for the designated period.

**5. Informal Discipline Procedure**

- (a) Should a member be accused of committing a breach of discipline, he/she shall be informed in writing of the allegations relating to the incident and a copy of the personnel documentation stating the allegations will be forwarded to the member's Division Commander or designate.
  - (b) The Division Commander or designate, upon receiving the report, will make an appointment with the member concerned. When practicable this appointment will be set during the member's regularly scheduled tour of duty.
  - (c) It will be the responsibility of the Division Commander or designate to advise the President or Administrator of the Association of the allegations, proposed disposition and the date the member will be attending before the Division Commander.
  - (d) The member, when attending the interview, will have the right to be represented by a member of the Association Executive.
  - (e) The Division Commander or designate will review the allegations with the officer and, at that time, the member will be advised in writing of the proposed disposition.
  - (f) The member will be allowed up to seventy-two (72) hours to decide whether he/she is in agreement with the proposed disposition and be given an opportunity to respond in writing.
  - (g) Should the member decide to proceed by way of Informal Discipline, the Personnel Documentation will be completed and filed in accordance with Paragraph 4.
  - (h) Should the member decide not to proceed by way of Informal Discipline, this procedure will be null and void.
6. It is finally agreed that the following "London Police Personnel Documentation Form" shall be completed each time this procedure is adopted.



## **PART (ii) - Cadets**

### **1. Awards**

In recognition of a member's complimentary performance, a Division Commander may award the member in such a manner as they see fit in accordance with this policy.

#### **Informal Discipline**

In recognition of the desire to utilize the principles of counselling, guidance and training in support of the concept of progressive discipline and, in recognition of the principle that accountability can be achieved when minor infractions are dealt with by means other than a formal process, it is agreed that the following informal discipline process will be adopted.

When an incident occurs which requires disciplinary intervention and, the circumstances are such as to not warrant intervention by way of a formal process, the Divisional Commander or their designate shall be responsible for determining the stage of Informal Discipline that is to be invoked.

This determination shall be based on:

- the nature and seriousness of the incident;
- the circumstances surrounding the incident;
- utilization of the principles of counselling, guidance and training; and
- application of the concept of progressive discipline.

### **2. Definitions**

**Association** - means London Police Association.

**Association Representative** - means an elected representative of the London Police Association designated to act on behalf of the involved member.

**Award** - means recognition of some form for a member's special performance.

**Complaint** - means a report from a member of the public or a member of the London Police made orally or in writing about the conduct of a member that may constitute an offence under the Code of Offences as defined in the Police Services Act.

**Expunction of Records** - means to erase an incident or disposition that has been disposed of through the Informal Discipline Process after the designated time period has elapsed.

**Informal Discipline** - means the use of the Informal Discipline process to resolve an incident of misconduct subject to the consent of the officer involved, and may include:

- counselling/guidance;
- admonishment/guidance;
- training/admonishment/guidance;
- informal discipline in accordance with Section 59-3 of the Police Services Act.

**Legal Counsel** - means any person that a member wishes to contact for advice. Legal counsel includes, but is not limited to, a lawyer or Police Association representative.

**Member** - means all civilian employees of the London Police and includes Cadets.

**Personnel Documentation Form** - is the form as described and agreed upon by London Police and the Association.

**Record** - means any documentation about an incident and its disposition maintained by the member's supervisor for evaluation purposes or kept in the member's Personnel File maintained in the Professional Standards Branch.

**Time Limit of Expunction** - is a period not to exceed two (2) years (personnel file) after the date of disposition has occurred unless there is subsequent intervening discipline. In that event the file shall be cleared from the personnel file two (2) years from the date of the disposition of the last incident.

### 3. Award Procedure

The Division Commander or designate, upon receipt of a Complimentary Personnel Documentation of a member's performance, shall interview the member and:

- enter a copy of the report into the member's personnel file and/or;
- award a member up to a maximum of sixteen (16) hours' time off and/or;
- recommend the member be awarded the "Citation of the Chief of Police" and/or "The Police Services Board Certificate of Valour" and/or;
- The Chief of Police may recommend a member for a higher award for meritorious conduct.

### 4. Stages of Informal Discipline

- counselling/guidance;
- admonishment/guidance;
- training/guidance;
- (by mutual agreement), forfeiture of leave, days off or banked time, not to exceed sixteen (16) hours per incident;
- diversion to the Employee Assistance Program by way of formal referral may also be used by the Division Commander or designate in appropriate circumstances as an alternative to, or part of, the Informal Discipline process.

Reference to any incident disposed of by way of Informal Discipline will be placed in the member's incident file and personnel file and retained for the designated period.

### 5. Informal Discipline Procedure

- (a) Should the conduct of a member be the subject of a complaint, they shall be informed in writing of the alleged misconduct relating to the incident and a copy of the "Personnel Documentation Form" stating the allegation will be forwarded to the member's Division Commander or designate.

- (b) The Division Commander or designate, upon receiving the report, will make an appointment with the member concerned. When practicable, this appointment will be set when a member is working.
- (c) It will be the responsibility of the Division Commander or designate to contact and advise the President or Administrator of the Association of the allegations, proposed disposition, and the date the member will be attending before the Division Commander or designate.
- (d) The member, when attending the interview, will have the right to be represented by the Administrator or a member of the Association's Executive Board.
- (e) The Division Commander or designate will review the allegations with the member and, at that time, the member will be advised in writing of the proposed disposition.
- (f) The member will be allowed up to seventy-two (72) hours to decide if they are in agreement with the proposed disposition and given an opportunity to respond in writing.
- (g) Should the member decide to proceed by way of Informal Discipline, the "Personnel Documentation Form" will be completed and filed in accordance with Paragraph 4.

**SCHEDULE "I" - COMPRESSED WORK WEEK - FORENSIC IDENTIFICATION SECTION**

1. The schedule will be flexible in order to accommodate court appearances, meetings, special events, special assignments and investigations.
2. The schedule will be flexible in order to accommodate shift changes for training such as Ontario Police College, Canadian Police College and other training sessions that involve eight (8) hour shifts.
3. The schedule must be flexible in order to accommodate special assignments such as drug raids, homicides and other major crimes.
4. It is agreed that the Section Commander will assign hours of duty to Relief Shifts in accordance with operations requirements.
5. An adjustment will be made in each member's accumulated time bank at the end of each fiscal year to offset extra hours worked or any shortfall in hours worked.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	1400 -2400	1400-2400	1400-2400	OFF	OFF	0700 -1700
2	0700-1700	0700-1700	OFF	OFF	1400 -2400	1400-2400	1400-2400
3	1400-2400	OFF	OFF	0700-1700	0700 -1700	0700-1700	OFF
4	OFF	0700 -1700	0700-1700	0700-1700	OFF	OFF	OFF

Amended 2008/10/15

**SCHEDULE "J" - COMPRESSED WORK SCHEDULE - PATROL STAFF SERGEANTS**

1. The Patrol Section Staff Sergeants will work on the same days and during the same shifts as their Patrol Sections, as per Schedule D Police Personnel and Cadets Working Agreement, and their hours of work will be modified, as necessary, to accommodate the shortage of a Staff Sergeant due to holidays or other absences.
2. One of the Patrol Section Staff Sergeants will be designated as the Relief Patrol Section Staff Sergeant.
3. The Relief Patrol Section Staff Sergeant and the Emergency Response Section Commander will provide appropriate coverage during the absence of the Patrol Section Staff Sergeants.
4. The Patrol Staff Sergeants will work a compressed work week schedule that clearly reflects an equal number of days off, a balance in the days allocated as "days off", a balance in the type and number of shifts worked, and an equal number of weekends off. Annual and statutory leave will be allocated in accordance with the current Police Working Agreement.

**SCHEDULE "K" - COMPRESSED WORK SCHEDULE – CADETS**

**Part A - 601 Dundas Street:**

1. This schedule rotation is for Cadets usually deployed at 601 Dundas Street.
2. Relief week is week 12 and the member shall work the schedule of the member on vacation or statutory leave.
3. Should the actual complement of cadets drop below the authorized complement of cadets or there is long term absence due to sickness or WSIB, the administration shall be permitted to assign cadets in a manner consistent with the provisions and spirit of the Working Agreement

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	OFF	OFF	OFF	1400-0000	1400-0000	1400-0000
2	1400-0000	OFF	OFF	0530-1530	0530-1530	0530-1530	OFF
3	OFF	1400-0000	1400-0000	1400-0000	OFF	OFF	0530-1530
4	0530-1530	0530-1530	0530-1530	OFF	OFF	2230-0700	2230-0700
5	2230-0700	2230-0700	2230-0700	2230-0700	2230-0700	OFF	OFF
6	OFF	0630-1430	0630-1430	0630-1430	0630-1430	0630-1430	OFF
7	OFF	OFF	OFF	OFF	1400-0000	1400-0000	1400-0000
8	1400-0000	OFF	OFF	0530-1530	0530-1530	0530-1530	OFF
9	OFF	1400-0000	1400-0000	1400-0000	OFF	OFF	0530-1530
10	0530-1530	0530-1530	0530-1530	OFF	OFF	2230-0700	2230-0700
11	2230-0700	2230-0700	2230-0700	2230-0700	2230-0700	OFF	OFF
12	OFF	0630-1430	0630-1430	0630-1430	0630-1430	0630-1430	OFF

Revised 21/12/2014

**Part B - 80 Dundas Street:**

1. This schedule rotation is for Cadets usually deployed at 80 Dundas Street.
2. Relief week is week 8 and the members shall work the schedule of the member on annual leave.
3. Should the actual complement of cadets drop below the authorized complement of cadets or there is long term absence due to sickness or WSIB, the administration shall be permitted to assign cadets in a manner consistent with the provisions and spirit of the Working Agreement.
4. Notwithstanding the provisions of Article 29, members shall be off during all recognized statutory holidays, with the exception of two (2) members in order to facilitate Weekend and Statutory Holiday (WASH) court.

The Inspector, Court, Records, and Property Branch, or designate shall determine work schedules for Cadets scheduled to work Week 1 through Week 6 subject to the requirements to staff WASH court.

With the exception of the two (2) members required to work WASH court, if a member is scheduled to work during any statutory holiday, the member is required to utilize eight (8) hours from their Statutory Leave bank in order to take those statutory holidays off. If the statutory holiday falls on a member's regular day off or during annual leave, it will be recorded as a day off or annual leave and any time remaining in their Statutory Leave bank will be identified prior to the commencement of the New Year. The member will then be able to select all remaining Statutory Leave in accordance with the Working Agreement.

	Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
QAD 80 & 601	1	0745-1545	0745-1545	0745-1545	0745-1545*	0745-1545	OFF	OFF
QAD 80 & 601	2	OFF	OFF	0900-1700	0745-1545	0745-1545	0745-1545	0745-1545
QAD 80 & 601	3	OFF	0900-1700	OFF	0900-1700	0900-1700	0900-1700	0745-1545
CELLS	4	OFF	0900-1700	0900-1700	0900-1700	0900-1700	0900-1700	OFF
CELLS	5	OFF	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	OFF
QAD 80 & 601	6	0745-1545	0745-1545	0745-1545	0745-1545	OFF	0745-1545	OFF
QAD	7	OFF	0900-1700	0900-1700	0900-1700	0900-1700	0900-1700	OFF
RELIEF	8	OFF	0745-1545	0745-1545	0745-1545	0745-1545	0745-1545	OFF
CELLS	9	OFF	0900-1700	0900-1700	0900-1700	0900-1700	0900-1700	OFF
CELLS	10	OFF	0900-1700	0900-1700	0900-1700	0900-1700	0900-1700	OFF

\*Training  
(Revised 2015/10/15)

**SCHEDULE “L” - COMPRESSED WORK SCHEDULE - FRAUD UNIT**

The members of the Fraud Unit will commence the “Compressed Work Schedule” outlined below.

1. This schedule must be flexible in order to accommodate special assignments or investigations. This schedule will be flexible in order to accommodate shift changes for scheduled training, such as Ontario Police College, Canadian Police College, and other training sessions that involve Monday to Friday eight (8) hour shifts.
2. Annual leave will be picked on a weekly basis, Sunday to Saturday.
3. Members will be entitled to 104 hours Statutory Leave (includes Lieu Day).
4. Notwithstanding the provisions of Article 29 members shall be off during all recognized statutory holidays. If a member is scheduled to work during any statutory holiday, the member is required to utilize ten (10) hours from their Statutory Leave Bank in order to take those statutory holidays off. If the statutory holiday falls on a member’s regular day off or during annual leave, it will be recorded as a day off or annual leave and any remaining time in the Statutory Leave Bank can be taken as requested by the member subject to approval of the Fraud Section Detective Sergeant or designate.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700
2	0700-1700	OFF	OFF	1200-2200	1200-2200	1200-2200	OFF
3	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
4	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
5	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
6	OFF	OFF	1200-2200	1200-2200	1200-2200	1200-2200	OFF
7	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
8	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF



**SCHEDULE "M" - COMPRESSED WORK SCHEDULE - COMMUNITY ORIENTED RESPONSE UNIT**

1. Each member will be assigned to one of four teams and will rotate through the schedule in order.
2. Two officers from the Unit may be on leave at any one time; however, only one officer from a team may be on leave during any period.
3. Officers will select leave by forty (40) hour blocks in each week.
4. This schedule will be flexible in order to accommodate shift changes for court appearances, community needs, meetings, special events, major criminal investigations, training requirements, and during the period a member is enjoying extended annual leave benefits as outlined in the Working Agreement.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	OFF	OFF	1400-2400	1600-0200	1600-0200	1600-0200
2	OFF	OFF	1400-2400	1400-2400	1600-0200	1600-0200	OFF
3	OFF	OFF	0800-1800	0800-1800	0800-1800	0800-1800	OFF
4	OFF	1400-2400	1400-2400	1400-2400	1600-0200	OFF	OFF

**SCHEDULE "N" - COMPRESSED WORK SCHEDULE - TRAFFIC MANAGEMENT UNIT**

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	0645-1645	OFF	OFF	0645-1645	0645-1645	0645-1645	OFF
2	OFF	1245-2245	1245-2245	1245-2245	OFF	OFF	0645-1645
3	0645-1645	0645-1645	0645-1645	OFF	OFF	1245-2245	1245-2245
4	1245-2245	OFF	OFF	1245-2245	1245-2245	1245-2245	OFF
5	OFF	0645-1645	0645-1645	0645-1645	0645-1645	OFF	OFF
6	OFF	OFF	OFF	OFF	0645-1645	0645-1645	0645-1645

**Schedule "O" - Compressed Work Schedule - Guns and Drugs Section**

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
2	OFF	OFF	OFF	1600-0200	1600-0200	1600-0200	1600-0200
3	OFF	OFF	0700-1700	0700-1700	1200-2200	1200-2200	OFF

**SCHEDULE "P" - COMPRESSED WORK SCHEDULE - EMERGENCY RESPONSE UNIT**

1. This schedule will be flexible in order to accommodate operational commitments and training.
2. Officers will pick leave by blocks and remaining hours will be picked in days after block picking is completed. The balance of hours falling short of full days may be taken on a mutually agreed time between the member and the section commander.
3. Officers will continue to carry pagers and be on call when off duty on a non-compensation basis. ERS officers on call will not be required to maintain a readiness status at all times.
4. Three team deployment.

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	0745-1745	0745-1745	0745-1745	0745-1745	OFF	OFF
2	OFF	OFF	OFF	0745-1745	1745-0345	1745-0345	1745-0345
3	1745-0345	OFF	OFF	0745-1745	0745-1745	0745-1745	OFF

**SCHEDULE "Q" - COMPRESSED WORK SCHEDULE - HEADQUARTERS RECEPTION UNIT**

1. It is agreed that members of the Headquarters Reception Unit, with the exception of the Unit Commander, will work the Compressed Work Schedule as outlined;
2. It is further agreed that members will work ten (10) hour shifts.
3. It is further agreed that this schedule will be flexible in order to accommodate shift changes for meetings, special events, special assignments, and investigations.
4. It is further agreed that this schedule will be flexible in order to accommodate shift changes for training, such as Ontario Police College, Canadian Police College, and other training sessions that involve eight (8) hour shifts.
5. It is further agreed that the Section Commander will assign hours of duty to overlap shifts in accordance with operational requirements.
6. It is further agreed that officers will select all leave by team in full blocks, in accordance with the Working Agreement. One officer shall be allowed to be off on leave from each team.

<b>Team</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	1345-2345	1345-2345	1345-2345	OFF	OFF	0645-1645
2	0645-1645	0645-1645	OFF	OFF	1345-2345	1345-2345	1345-2345
3	1345-2345	OFF	OFF	0645-1645	0645-1645	0645-1645	OFF
4	OFF	OFF	0645-1645	0645-1645	0645-1645	OFF	OFF

**SCHEDULE "R" - CADET EMPLOYMENT AGREEMENT**

Effective July 1, 2004, the Association agrees that at the time of hiring a new cadet employee, the Board has the right to request the cadet enter into the "Cadet Employment Agreement" as listed below.

**WHEREAS** the London Police Service ("the Service") has identified the need for cadets to assist in the operations of the Service; **AND WHEREAS** an offer of employment in the Service's cadet program has been extended to \_\_\_\_\_, ("the Cadet");

**THEREFORE**, the Service and the Cadet covenant and agree as follows:

1. This Agreement will become effective upon the date signed by the Service and the Cadet, for a term of two years, renewable thereafter at the instance of the Service for a further term not to exceed a period of one year.
2. The Cadet understands and agrees that this term of employment is not a guarantee of further employment in a Constable position or otherwise.
3. It is understood and agreed that, prior to being considered for a position as a Constable with the Service, the Cadet will provide an Ontario Association of Chiefs of Police (O.A.C.P.) certificate, that has been valid during his/her tenure as a Cadet, obtained at his/her own expense and on his/her own time.
4. The Cadet understands and agrees that, in order to be considered for a position as a Constable, he/she must be successful in all states of the Constable recruitment process, including positive supervisory evaluations, a recommendation from his/her supervisor, a positive recommendation by a selection board, and successful completion of an updated background investigation.
5. The Cadet understands and agrees that, in addition to this Agreement, his/her employment with the Service will be governed by the terms and conditions of the Working Agreement between the London Police Services Board and the London Police Association.
6. The Cadet understands and agrees to successfully complete the Ontario Fitness Award Pin Testing each year and it must be valid at the time of application for Constable.

**SCHEDULE "S" - MAJOR CRIME SECTION**

1. It is agreed that the members of the Major Crimes Section, with the exception of the Section Commander, will commence the following schedule on January 2, 2005.
2. It is further agreed that all shifts included in the schedule will be of ten (10) hour duration.
3. It is further agreed that the schedule will be flexible in order to accommodate meetings, special events, special assignments, court attendance and investigations.
4. It is further agreed that the schedule will be flexible in order to accommodate shift changes for training such as the Ontario Police College, Canadian Police College and other training sessions that involve eight (8) hour shifts.
5. It is further agreed that officers will take statutory leave as it falls. Annual leave will be selected in full blocks from a single list in accordance with the Working Agreement, subject to the following minimum staffing requirements:
  - Weekend dayshift – one officer
  - Weekday dayshift – three officers

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	0800-1800	0800-1800	OFF	OFF	0800-1800	0800-1800
2	0800-1800	0800-1800	OFF	OFF	0800-1800	0800-1800	OFF
3	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF
4	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
5	OFF	0800-1800	0800-1800	OFF	OFF	0800-1800	0800-1800
6	0800-1800	OFF	OFF	0800-1800	0800-1800	0800-1800	OFF
7	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
8	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF

**SCHEDULE "T" - SCHEDULE - SEXUAL ASSAULT & CHILD ABUSE SECTION**

1. It is agreed that the members of the Sexual Assault/Child Abuse Section will work the compressed schedule as outlined below.
2. It is further agreed that members will work ten (10) hour shifts.
3. Annual Leave will be selected in full blocks from a single list in accordance with the Working Agreement.
4. Notwithstanding the provisions of Article 29, members shall be off during all recognized statutory holidays. If a member is scheduled to work during any statutory holiday, the member is required to utilize ten (10) hours from their Statutory Leave bank in order to take those statutory holidays off. If the statutory holiday falls on a member's regular day off or during annual leave, it will be recorded as day off or annual leave and any time remaining in their Statutory Leave Bank will be identified prior to the commencement of the New Year. The member will then be able to select all remaining Statutory Leave in accordance with the Working Agreement.

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	0700-1700	0700-1700	0700-1700	OFF	OFF	0700-1700
2	0700-1700	0700-1700	OFF	OFF	OFF	1200-2200	1200-2200
3	1200-2200	OFF	OFF	0700-1700	0700-1700	0700-1700	OFF
4	OFF	1200-2200	1200-2200	1200-2200	1200-2200	OFF	OFF
5	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF



**SCHEDULE "U" - COMMUNITY FOOT PATROL UNIT**

1. Members of the Community Foot Patrol Unit, with the exception of the Unit Commander, will work one of the compressed schedules attached hereto. Members assigned to work in the Downtown area will work the Compressed Work Schedule Rotation A, while members assigned to work in Old East Village will work the Compressed Work Schedule Rotation B.
2. All members will work ten (10) hour shifts and follow a five week rotation. Two Downtown officers will follow the same week of Rotation A. The two officers assigned to Old East Village shall follow Rotation B on adjacent weeks determined by the Unit Commander.
3. These schedules will be flexible in order to accommodate shift changes for meetings, special events, special assignments and investigations.
4. Officers will select all leave (including Statutory and Lieu) in full blocks, in accordance with the Working Agreement.
5. Only one officer per scheduled week of Rotation A shall be allowed to be off on leave.
6. Only one officer per scheduled week of Rotation B shall be allowed to be off on leave.
7. Members scheduled to work on Statutory Holidays will do so in accordance with the Working Agreement.

**Rotation A – Downtown**

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1400-2400	OFF	OFF	0700-1700	0700-1700	0700-1700	OFF
2	OFF	0800-1800	0800-1800	0800-1800	OFF	OFF	0700-1700
3	0700-1700	0700-1700	0700-1700	OFF	1700-0300	1700-0300	1700-0300
4	OFF	1400-2400	1400-2400	1400-2400	OFF	OFF	OFF
5	OFF	OFF	OFF	OFF	1400-2400	1400-2400	1400-2400

Amended 2013/12

**Rotation B – Old East Village**

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1300-2300	OFF	OFF	0700-1700	0700-1700	0700-1700	OFF
2	OFF	1300-2300	1300-2300	1300-2300	OFF	OFF	0700-1700
3	0700-1700	0700-1700	0700-1700	OFF	1300-2300	1300-2300	1300-2300
4	OFF	1300-2300	1300-2300	1300-2300	OFF	OFF	OFF
5	OFF	OFF	OFF	OFF	1300-2300	1300-2300	1300-2300

**SCHEDULE "V" - ROBBERY UNIT**

1. It is agreed that members of the Robbery Unit will work the compressed schedule outlined below.
2. It is further agreed that officers will select all leave in accordance with the Working Agreement. One officer shall be allowed to be off on leave from each team.

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	OFF	1400-2400	1400-2400	OFF	OFF	1400-2400	1400-2400
2	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
3	OFF	0700-1700	0700-1700	1400-2400	1400-2400	OFF	OFF
4	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF	OFF

**SCHEDULE "W" - BAIL SAFETY**

It is agreed the Bail Safety members will work the schedule as outlined below.

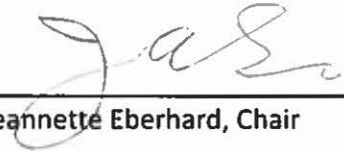
1. It is further agreed that members will work ten (10) hour shifts.
2. Annual and Statutory Leave will be selected in full blocks from a single list in accordance with the Working Agreement, following a minimum staffing requirement of one (1) member.
3. Week 2 is identified as a relief week for all assigned members on a rotating basis.
4. Members will be advised at the commencement of the calendar year and after the completion of the leave selection within Bail Safety, of any changes to their schedules to ensure minimum staffing.

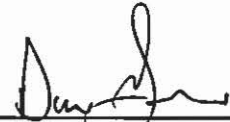
<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
1	0700-1700	070-0-1700	OFF	OFF	0700-1700	0700-170	OFF
2	OFF	OFF	0700-1700	0700-1700	0700-1700	0700-1700	OFF
3	OFF	0700-1700	0700-1700	0700-1700	OFF	OFF	0700-1700

Signed this 13<sup>th</sup> day of October, 2016

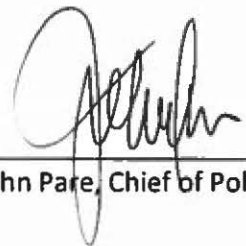
For the Police Services Board:

For the Association:

  
\_\_\_\_\_  
Jeannette Eberhard, Chair

  
\_\_\_\_\_  
Dave Gilmore, President

Witness:

  
\_\_\_\_\_  
John Pare, Chief of Police